

BID DOCUMENT

BID NUMBER:	FIC/RFB/VIRTUALBACKUP/1/2022/23
CLOSING DATE FOR THE BID:	23 MARCH 2023
CLOSINGTIME FOR THE BID:	11H00
DESCRIPTION FOR THE BID:	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT A DISASTER-RECOVERY-AS-A-SERVICE (DRAAS) AND BACKUP-AS-A-SERVICE (BAAS) SOLUTION THAT WILL BE ABLE TO FULLY INTEGRATE WITH THE EXISTING HARDWARE AND SOFTWARE SERVICES FOR THE FINANCIAL INTELLIGENCE CENTRE.
SUBMITTING BIDS:	One (1) original and an electronic copy of the RFB document must be handed in / delivered to: TENDER BOX FINANCIAL INTELLIGENCE CENTRE BYLSBRIDGE OFFICE PARK CNR JEAN AVENUE & OLIVENHOUTBOSCH (13 CANDELA STREET, HIGHVELD EXT 73) HIGHVELD CENTURION

Bidders are required to inform the FIC when the documents will be delivered at the FIC offices, in order to provide an access code. Communication can be sent to Keneilwe.masemene@fic.gov.za

CSD NUMBER

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DOCUMENTS IN THIS BID DOCUMENT PACK

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PART A: SBD 1 INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FINANCIAL INTELLIGENCE CENTRE					
BID NUMBER:	FIC/RFB/VIRTUALBACKUP/1/2022/23		CLOSING DATE:	23 MARCH 2023	CLOSING TIME: 11H00
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT A DISASTER-RECOVERY-AS-A-SERVICE (DRAAS) AND BACKUP-AS-A-SERVICE (BAAS) SOLUTION THAT WILL BE ABLE TO FULLY INTEGRATE WITH THE EXISTING HARDWARE AND SOFTWARE SERVICES FOR THE FINANCIAL INTELLIGENCE CENTRE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
RECEPTION, FINANCIAL INTELLIGENCE CENTRE					
BYLS BRIDGE OFFICE PARK, CNR JEAN AVENUE & OLIVENHOUTBOSCH (13 CANDELA STREET, HIGVELD EXT 73 CENTURION)					
HIGVELD EXT 73					
CENTURION					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Keneilwe Masemene		CONTACT PERSON	Keneilwe Masemene	
TELEPHONE NUMBER	012 641 6145		TELEPHONE NUMBER	012 641 6145	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Keneilwe.masemene@fic.gov.za		E-MAIL ADDRESS	Tenders@fic.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED - (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD 7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

PART C: SPECIAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract (GCC) will form part of this BID documents and may not be amended.

Special Conditions of Contract (SCC) relevant to this BID, compiled separately for this BID (if applicable) will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

Copies of the GCC are available from the website

<https://www.treasury.gov.za/divisions/ocpo/sc/generalconditions/general%20conditions%20of%20contract.pdf>

SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO TAKE NOTE OF:

1 FRAUD AND CORRUPTION

- 1.1 All service providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

2 NEGOTIATION

- 2.1 The Financial Intelligence Centre has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.
- 2.2 The Financial Intelligence Centre shall not be obliged to accept the lowest of any bid, offer or proposal in part or in whole.
- 2.3 All respondents will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties. The designated responsible person of the Financial Intelligence Centre is the Supply Chain Manager or his/her written authorised delegate.

3 REASONS FOR REJECTION

- 3.1 The Financial Intelligence Centre shall reject a proposal for the award of a contract if the recommended bidder/tenderer has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 3.2 The Financial Intelligence Centre may disregard the BID of any bidder/tenderer if that bidder/tenderer, or any of its directors:
- 3.2.1 Have abused the SCM system of the Financial Intelligence Centre.
 - 3.2.2 Have committed proven fraud or any other improper conduct in relation to such a contract.
 - 3.2.3 Have failed to perform on any previous contract and the proof exists.
- 3.3 Such actions shall be communicated to the National Treasury.

4 PAYMENTS

- The Financial Intelligence Centre will pay the service provider the Fee as set out in the final contract. No additional amounts will be payable by The Financial Intelligence Centre to the Contractor.
- 4.1 The Contractor shall from time to time during the currency of the contract invoice The Financial Intelligence Centre for the services rendered. No payment will be made to the contractor unless an invoice complying with section 20 of the VAT Act No 89 of 1991 has been submitted to The Financial Intelligence Centre.
- 4.2 Payment shall be made into the bidder/tenderer's bank account normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this BID is awarded).
- 4.3 The service provider shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other amounts of money required to be paid in terms of applicable law.

5 PRESENTATION / DEMONSTRATION

- 5.1 The FIC reserves the right to request site visit/presentations/demonstrations from the short-listed bidder/tenderers if needed.

PART D: TERMS OF REFERENCE/MINIMUM SPECIFICATION FOR THE WORK

1 BACKGROUND TO THE FIC

- 1.1 The Financial Intelligence Centre (FIC) was established in 2003, through the promulgation of the Financial Intelligence Centre Act, No. 38 of 2001 (FIC Act) as amended, with the purpose of inter alia identifying the proceeds of unlawful activities and combating money laundering and financing of terrorism.
- 1.2 The FIC is South Africa's national financial intelligence unit tasked to provide financial intelligence to relevant stakeholders including law enforcement agencies, intelligence agencies and the South African Revenue Service. Furthermore the FIC Act introduces a regulatory framework which requires certain categories of business to register with the FIC, take steps regarding client identification, keep records, appoint a compliance officer, provide relevant training, have internal rules and submit various types of intelligence reports to the FIC.
- 1.3 The FIC is a member of the international AML/CFT (Anti Money Laundering and Counter Financing of Terrorism) standard-setting body, the Financial Action Task Force (FATF). At the regional level, the FIC is a member of the Eastern and Southern Africa Anti-money Laundering Group (ESAAMLG). The FIC is also South Africa's representative on the Egmont Group - an organisation of more than 150 Financial Intelligence Units (FIUs) which provides a platform for the secure exchange of expertise and financial intelligence to combat money laundering and terrorist financing.

2 BACKGROUND TO THE REQUIREMENT

- 2.1 The FIC is constantly seeking to implement solutions that can assist the organisation to operate at an optimised level while also introducing overall cost reduction to business. Part of this initiative includes the adoption of cloud services where it makes sense to increase availability and reduce the overall risk to business.
- 2.2 The FIC has a requirement to implement a Disaster-Recovery-as-a-Service (DRaaS) and Backup-as-a-Service (BaaS) solution that will be able to fully integrate with the existing backup and virtualisation hosting services implemented at the FIC headquarters. The purpose of this terms of reference is to specify the requirements of the services and to detail the current environment already in place.

- 2.3 The services should be able to allow the FIC to continue to operate with the least amount of disruption of any unforeseen event that might impact on the operations that may result in a partial or full unavailability of services hosted at the primary data centre at FIC head quarters
- 2.4 Therefore, the FIC invites interested parties that meet the requirements listed in this document to submit proposals to address this requirement and to provide services for a period of five years. All information **MUST** be submitted in the format stipulated in this TOR.

3 BRIEFING SESSION

- 3.1 Service providers will be invited to a one-hour compulsory briefing session to enable them to understand the requirements in this document. This session will include a time slot for questions and answers. This will be a virtual session hosted by Microsoft Teams.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 338 215 513 304

Passcode: 5LsguT

[Download Teams](#) | [Join on the web](#)

4 SCOPE OF WORK

- 4.1 The appointed service provider must provide a solution for BaaS that will fully integrate with the current backup solution in use by the FIC. They must also provide a DaaS solution that will be compatible with the existing virtualisation platform.
- 4.2 The current hosting environment is built using VMWare ESXi which is located at the FIC headquarters where all data is stored on a shared storage platform and then then replicated hourly to a secondary data centre for Disaster recovery purposes. The secondary data centre is equipped with the relevant hardware that provides a recovery environment.
- 4.3 The recovery environment is tested monthly to ensure that servers and services can successfully be restored when needed. Service recovery is managed by VMWare Site recovery Manager to provide full end-to-end recovery orchestration, reporting and auditability of testing activities.

- 4.4 Data backups are performed at the primary data centre using VEEAM Backup and Recovery. This includes the ability to perform SQL database log level backups every fifteen minutes. Recovery options allows for the recovery of entire systems, application objects, complete databases, or individual files items.
- 4.5 Completed backups are moved to a secondary data centre where it is retained for a predefined period. Monthly tape backups are also performed.
- 4.6 The following Table provides a better understanding of the size of the current virtual machines that will have to be protected as part of the BaasS and DRaaS services:

VM	CPUs	Memory allocation in GB	Provisioned Storage GB
Server 1	8	16	370
Server 2	4	8	170
Server 3	8	256	7045
Server 4	8	128	6760
Server 5	4	16	215
Server 6	4	16	205
Server 7	4	16	565
Server 8	4	16	170
Server 9	2	16	395
Server 10	2	12	160
Server 11	4	16	170
Server 12	4	16	170
Server 13	16	32	1180
Server 14	16	32	1085
Server 15	4	8	260
Server 16	4	8	260
Server 17	4	16	215
Server 18	4	16	2920
Server 19	8	32	185
Server 20	8	32	185
Server 21	8	32	185

VM	CPUs	Memory allocation in GB	Provisioned Storage GB
Server 22	2	6	130
Server 23	2	6	130
Server 24	4	16	1761
Server 25	2	16	4465
Server 26	16	64	9025
Server 27	4	8	160
Server 28	4	16	365
Server 29	12	16	465
Server 30	4	16	95
Server 31	4	16	520
Server 32	2	16	165
Server 33	2	16	165
Server 34	4	24	175
Server 35	4	24	185
Server 36	4	48	200
Server 37	4	16	165
Server 38	4	8	75
Server 39	4	8	75
Server 40	4	16	415
Server 41	2	8	330
Server 42	4	8	160
Server 43	4	16	265
Server 44	4	16	265
Server 45	4	16	265
Server 46	4	16	265
Server 47	10	32	732
Server 48	24	144	3921
Server 49	4	16	346
Server 50	2	16	346
Server 51	4	16	3250

VM	CPUs	Memory allocation in GB	Provisioned Storage GB
Server 52	12	128	4940
Server 53	4	16	265
Server 54	12	92	5540
Server 55	6	24	815
Server 56	4	8	583
Server 57	6	24	830
Server 58	8	16	995
Server 59	4	16	165
Server 60	4	48	710
Server 61	2	12	1270
Server 62	4	144	300
Totals	346	1 928	68 164

4.7 It must be noted that the servers listed in the table above forms part of normal operations and that the services need to make provision for future growth including but not limited to the number of virtual machines, storage and compute resources. Only production services will be included in the services for DRaaS and BaaS.

4.8 The following table details the specifications that must be met by the **DRaaS** service:

Note: The bidder MUST complete this table and include and submit as part of their proposal. It is required that the bidder indicate the section and page number in their proposal where the specific requirement is addressed. If the requirement cannot be confirmed in full or if the table is not completed as define, then it will be considered not to comply with the requirements.

No	Requirement	Description	Proposal compliance (yes / No) (Provide comment if not fully compliant)	Proposal paragraph / page number
4.8.1	Recovery environment	A recovery environment should be available that provides adequately sized hardware to allow for the recovery of the FIC's IT environment in the event of a failure while allowing for all services to be rendered to internal and external clients.		

No	Requirement	Description	Proposal compliance (yes / No) (Provide comment if not fully compliant)	Proposal paragraph / page number
		<p>The service should also allow for the seamless failover to enable the DR capability.</p> <p>The service should allow for the services to be replicated back to the FIC Head office following the recovery from a disaster.</p>		
4.8.2	Replication schedule	Data should be able to be replicated every hour provided that adequate bandwidth is available on the FIC network.		
4.8.3	Service recovery Testing	<p>A sandbox environment should be made available to allow for twelve DR tests annually.</p> <p>The DR tests will not include all servers every month. Tests are conducted using a tiering strategy where only specific Tiers will be recovered at a time.</p>		
4.8.4	VPN Access into the cloud DR platform for support engineers	<p>Remote access should be provided to administrators to point the platform.</p> <p>This should further be extended during application testing exercises.</p> <p>General staff members will require access during testing exercises as well as when a disaster is declared.</p>		
4.8.5	Network requirements	<p>Provisioning of all the required network services to support the recovery environment should be provided.</p> <p>The service should allow for the existing IP ranges to be used which will include at least four different IP Subnets, but this could be extended in future.</p> <p>This does not include any hardware at the production site.</p>		
4.8.6	Public facing services	At least five (5) Internet facing services should be made available in the event of a disaster. As a		

No	Requirement	Description	Proposal compliance (yes / No) (Provide comment if not fully compliant)	Proposal paragraph / page number
		result, five (5) public IP addresses should be available for use which can be updated on the public DNS infrastructure of the FIC.		
4.8.7	Directory Services	A Copy of the FIC's Active Directory services should be made available to ensure that authentication and authorisation can take place during testing and when a disaster is invoked.		
4.8.8	Ease of use	<p>The solution should allow for orchestration and automation of complex manual tasks which would be required as part of the recovery process to ensure that Disaster Recovery testing and failover is repeatable and reliable without the requirement for manual intervention.</p> <p>The failover process should not require any backups to be restored to create an instance of any service. BaaS can support DRaaS but should not be core to the design.</p>		

4.9 The following table details the specifications that must be met by the BaaS service:

Note: The bidder MUST complete this table and include and submit as part of their proposal. It is required that the bidder indicate the section and page number in their proposal where the specific requirement is addressed. If the requirement cannot be confirmed in full or if the table is not completed as define, then it will be considered not to comply with the requirements.

No	Requirement	Description	Proposal compliance (yes / No) (Provide comment if not fully compliant)	Proposal paragraph/page number
4.9.1	Backup Scheduling	<p>Existing backup schedules should be extended to provide a copy of backed up data on the cloud backup platform.</p> <p>If the copy process fails, it must be able to retry.</p>		

No	Requirement	Description	Proposal compliance (yes / No) (Provide comment if not fully compliant)	Proposal paragraph/page number
4.9.2	Data retention	<p>Daily backups should be retained for a period of four weeks.</p> <p>Long term data retention should be provided for monthly backups of at least 12 months.</p> <p>Annual Backups should be retained for up to 60 months.</p>		
4.9.3	Backup Testing	<p>The service should allow for monthly testing of backups that is available in the cloud backup solution.</p> <p>Various restore options, including the recovery of entire systems, application objects, complete databases, or individual files items will be done every month.</p>		
4.9.4	Ease of use	<p>The service should allow for the FIC administrators to perform the following activities:</p> <ul style="list-style-type: none"> • Backup job management • Self service restores • Restore testing 		

4.10 The following table details the general requirements that must be met by the service provider for BaaS and DRaaS:

Note: The bidder MUST complete this table and include and submit as part of their proposal. It is required that the bidder indicate the section and page number in their proposal where the specific requirement is addressed. If the requirement cannot be confirmed in full or if the table is not completed as define, then it will be considered not to comply with the requirements.

No	Requirement	Description	Proposal compliance (yes / No) (Provide comment if not fully compliant)	Proposal paragraph number
4.10.1	Security	<p>The provided platform should be protected to ensure that access to data cannot be obtained by any unauthorised individuals either internal to the FIC, Internal to the Service Provider or external to both parties.</p> <p>The environment should be protected by the relevant network security including but not limited to related firewalls, Intrusion Prevention and detection services and related security services.</p> <p>Data should be encrypted at rest and in transit.</p>		
4.10.2	Reporting	<p>Provide visibility and easy of reporting to ensure that activities can be measured and analysed by internal and external auditors. This should include usage, test, availability, security, and other related reports.</p> <p>Monthly service review meetings should be provided as part of the service.</p>		
4.10.3	Support	<p>Provide support to ensure that the service is implemented correctly to meet the objectives and to address any service failures of the DRaaS and BaaS platforms.</p> <p>General support should be provided for any change or assistance with the service. This should include break/fix support and can be serviced during normal office hours. A response time of one (1) hour is expected together with a resolution time of one (1) business day for non-critical issues and eight (8) hours for issues affecting normal service operations.</p>		

No	Requirement	Description	Proposal compliance (yes / No) (Provide comment if not fully compliant)	Proposal paragraph number
		After hours support should be provided in the event of a failure, critical recovery or business service interruption that might require the activation of DRaaS services. A response time of thirty (30) minutes would be required with a resolution/return to service of six (6) hours.		
4.10.4	Service Monitoring	The service provider would be responsible for monitoring all components that is offered as part of the scope of the solution. Daily availability reporting should be provided to report on the availability of the services offered, data that is replicated and protected by the service.		
4.10.5	Service Availability	The services should be available for use at a 24/7/365 basis with service uptime of at least 99%		
4.10.6	Capacity Growth	Provision should be made in the proposal for data capacity growth of at least 5% annually		

4.11 The proposed solution should include all additional software and related costs that will be required for the implementation of the service. The only exclusions to this would be for the on-premises services already owned and maintained by the FIC.

4.12 The intended bidders are required to provide a **solution design** to demonstrate their understanding of the requirements and how their solution would be implemented.

4.13 The intended bidders are required to hold relevant **partner accreditation** related to the solution and technology that they propose as part of their bid.

FIC reserves the right to award this bid as a whole or in part without furnishing reasons to bidders.

5 DURATION OF THE CONTRACT

A sixty (60)-month service level agreement (SLA) to provide the required services will be signed with the awarded bidder. The contract is annually renewable from year two (2) based on budget availability, performance of the awarded bidder and RoE fluctuations.

6 TECHNICAL QUESTIONS

Any technical questions regarding the above requirement can be forwarded to Tenders@fic.gov.za.

PART E EVALUATION PROCESS

7 EVALUATION PROCESS

Compliance with minimum requirements and response requirements

7.1 All bids duly lodged will be examined to determine compliance with quotation requirements and conditions. Bids with obvious deviations from the requirements/ conditions will be eliminated from further evaluation.

7.2 Pre-selection

- Supply Chain Management business unit will do **pre-selection** on the following requirements:

No.	Item	Mandatory Requirement
1.	Central Supplier Database	Bidders must be registered on the Central Supplier Database (CSD) that can be accessed via National Treasury Website – www.csd.gov.za prior to submitting a bid.
2.	Standard Bidding Documents	Standard Bidding Documents must be fully completed and signed where required.
3.	Compliance to the Specification requirements	Bidders must meet all mandatory specification requirements
4.	Technology Partner Accreditation	All bidders must be an accredited a Technology Partner aligned to the proposed solution

Note:

- a) A bidder/tenderer who fails to comply with **mandatory** requirements No **1, 2, 3 and 4** will be disqualified from the evaluation process.

8 FUNCTIONALITY AND PREFERENCE POINTS SYSTEM (PRICE AND B-BBEE)

8.1 All remaining bids which have complied with the pre-selection criteria will be evaluated as follows:

8.1.1 Functionality will be done in terms of the evaluation criteria as set out below, whereby respondents who do not achieve the minimum score will be eliminated.

8.1.2 The minimum threshold to qualify for the next phase is 75%. Bidders who fail to meet the minimum threshold will be disqualified and will not be evaluated further for price and B-BBEE status level of contribution

8.1.3 Table below explains the rating guideline for the evaluation of functionality criteria

No	Criteria	Weighting
1.1	Compliance with DRaaS technical specifications – Paragraph 4.8 and substantiate with technical proposal submission	25
1.2	Compliance with BaaS technical Specifications – Paragraph 4.9 and substantiate with technical proposal submission	25
1.3	Compliance with General Requirements for DRaaS and BaaS – Paragraph 4.10 and substantiate with technical proposal submission	20
1.4	Provide a solution design – Paragraph 4.12 (demonstrate understanding of the requirements and how the solution would be implemented)	5
2	Project Plan and Methodology <ul style="list-style-type: none">• Project plan detailing milestones, resources and duration Project methodology	5
3	Provide a list of reference site where BaaS and DRaaS have been implemented. The list must contain the following information: a) Client name and contact details; and b) Contract description and services performed.	10
4	Company experience. Number of years in managing Business Continuity, DRaaS and BaaS services by the company to be confirmed on the company profile	10
TOTAL		100

8.1.4 Table below explains the rating guideline for the evaluation:

No	Project Approach Definition - Describe implementation approach.	Points = 0	Points = 1	Points = 2	Points = 3	Points = 4	Points = 5
1.1	Compliance with DRaaS technical specifications	Not meeting the requirements	N/A	N/A	N/A	N/A	Comply with all the requirements as specified and substantiated with the technical proposal.
1.2	Compliance with BaaS technical specifications	Not meeting the requirements	N/A	N/A	N/A	N/A	Comply with all the requirements as specified and substantiated with the technical proposal.
1.3	Compliance with General requirements for DRaaS and BaaS	Not meeting the requirements	N/A	N/A	N/A	N/A	Comply with all the requirements as specified and substantiated with the technical proposal.
1.4	Provide Solution Design	No Solution design provided	N/A	N/A	Solution design provided but it is not clear how the objectives of the FIC will be addressed	N/A	Solution design provided detailing the integration with current environment and meeting the requirements
2	Project Plan and Methodology	No project plan provided for the adoption and implementation of the service	N/A	Project management services not specified / provided. Basic project plan provided outlining the implementation step for each task during the implementation phase with no methodology adopted.	Project management services included and Project plan provided outlining the implementation step for each task during the implementation phase as adopted from the methodology Detail around timelines is provided.	N/A	Project management service included and detailed Project plan provided outlining the implementation step for each task during the implementation phase as adopted from the methodology Specific project milestones are highlighted including critical dependencies that the client would be responsible for. Detail around timelines is provided.

No	Project Approach Definition - Describe implementation approach.	Points = 0	Points = 1	Points = 2	Points = 3	Points = 4	Points = 5
							This includes detail around the prerequisites for integration with the existing FIC environment.
3	Provide a list of reference site where BaaS and DRaaS have been implemented the list must contain the following information: a) Client name and contact details. b) Contract description and services performed.	Did not provide all required information	N/A	All required information provided with one (1) reference	All required information provided with two (2) references	All required information provided with three (3) references	All required information provided with four (4) or more references
4	Number of years in providing BaaS and DRaaS services by the company to be confirmed on the company profile	Number of years not provided on the company profile or less than 1 year experience.	One year experience for the company included on the company profile	Two (2) years' experience for the company included on the company profile.	Three (3) years' experience for the company included on the company profile.	Four years (4) years' experience for the company included on the company profile.	More than five (5) years' experience for the company included on the company profile.

8.1.5 Only qualifying quotations will be evaluated further in terms of the **80/20** preference points system, whereby 80 points will be for price only and 20 points for preference points based on specific goals as set out in the preference point claim form.

- a) The percentage scored for price shall be calculated as follows:
- b) A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of quotation under consideration

P_t = Rand value of quotation under consideration

P_{\min} = Rand value of lowest acceptable quotation

8.1.6 Awarding of points for broad-based black economic empowerment (B-BBEE) status level of contribution

- a) Preference points for B-BBEE status level of contribution will be awarded according to the table indicated in the preference points claim form.

9 ADJUDICATION

9.1 The relevant award structure will consider the recommendations and make the final award. The successful respondent will usually be the service provider scoring the highest number of points or it may be a lower scoring provider on justifiable grounds or no award at all.

10 FINANCIAL PROPOSAL/PRICING SCHEDULE FOR BaaS and DRaaS

10.1.1 The below table should be used to stipulate the costing of the solution.

10.1.2 The bidders must provide detail for any egress and ingress costs associated with the solution.

10.1.3 The below table must be used to stipulate the costing of the solution. Solution costs must be quoted for 5 years and renewable annually.

10.1.4 formal quotation on a company's letterhead should be provided for contractual purposes.

DESCRIPTION	Year 1 (VAT incl)	Year 2 (VAT incl)	Year 3 (VAT incl)	Year 4 (VAT incl)	Year 5 (VAT incl)
INITIAL ONCE COSTING					
Implementation and configuration					
Total Implementation Costs (Once-Off)					
SUMMARY COST					
Monthly BaaS service costs					
Monthly DRaaS service costs					
Total Annual service costs					

11 VALIDITY PERIOD

- 11.1 Validity period from date of closure is 90 days.
- 11.2 Tenderers must hold their tenders valid for acceptance by the FIC at any time within the requested validity period after the closing date of the tender.
- 11.3 Tenderers may be requested to extend their validity period for a specified additional period. In such instances, tenderers will not be allowed to change any aspect of their tender, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of FIC's extension of the validity period.

PART F: STANDARD BIDDING DOCUMENTS (OVERLEAF)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point system is applicable to invitations to this tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

- 1.3 Points for this shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The FIC requires of a tenderer to substantiate any claim in regards to preferences, by submitting their current/valid B-BBEE certificate or a sworn affidavit as prescribed by the B-BBEE codes of good practice.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**Rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**The Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80/20 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below that shall be supported by proof / documentation as stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The B-BBEE Certificate is used as a measurement instrument for FIC's specific goals:	20 Maximum	
B-BBEE Status level of contributor: 1	20	
B-BBEE Status level of contributor: 2	18	
B-BBEE Status level of contributor: 3	14	
B-BBEE Status level of contributor: 4	7	
B-BBEE Status level of contributor: 5	4	
B-BBEE Status level of contributor: 6	2	
B-BBEE Status level 7 – 8 and non-compliant contributors	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

