

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP107/2024
COMPULSORY ONLINE BRIEFING SESSION DETAILS:	10 JULY 2024 11H00 AM (Johannesburg time) Microsoft Teams <u>Join the meeting now</u> Meeting ID: 316 901 921 298 Passcode: eizvZd
CLOSING DATE:	23 JULY 2024
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	90 days
DESCRIPTION OF BID:	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISIONING OF CLOUD-BASED BACKUP AND DISASTER RECOVERY (DR) SERVICES FOR A PERIOD OF 36 MONTHS
BID DOCUMENTS ELECTRONIC SUBMISSION:	1. ELECTRONIC SUBMISSIONS <u>INSTRUCTIONS:</u> ➤ Bidders are required to submit written requests for clarification and OneDrive link via e-mail to Rosinahscm@dbsa.org , quoting the RFP Number on the subject of the e-mail. ➤ Upon request bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. ➤ Written requests for clarification will be considered up to and including 19 JULY 2024 17:00 Johannesburg time. Requests received after this date may not be attended to.

	➤ Any requests after the stipulated date and time may be disregarded. NB: Electronic submission is encouraged for all bidders interested in this tender. Closing date of this RFP107/2024 is 23 JULY 2024 before 23:55. No physical bids will be received or accepted at the DBSA offices
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.
Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
Free Post : Free Post KZN 665 | Musgrave | 4062
SMS : 33490

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED ("DBSA")

BID NUMBER: RFP107/2024

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR PROVISIONING OF CLOUD-BASED BACKUP AND DISASTER RECOVERY (DR) SERVICES FOR A PERIOD OF 36 MONTHS

COMPULSORY ONLINE BRIEFING:

DATE & TIME: 10 JULY 2024 @11H00 AM (Johannesburg time)

Via MS Teams

[Join the meeting now](#)

Meeting ID: 316 901 921 298

Passcode: eizvZd

CLOSING DATE: 23 JULY 2024

CLOSING TIME: 23H55

Name

 Bidder Name

Name

 Folder 1_Financial Proposal

 Folder 2_Technical Proposal

- a) It remains the bidder's responsibility to ensure that the bid submission is uploaded using the correct bidder document and tender link.
- b) Should a bidder encounter an issue with the system, the bidder must provide sufficient evidence as proof of attempting to upload their submission before the cut-off time and the error received.
- c) Faxed, emailed bids will not be accepted, only an electronic submission received via the link will be accepted.
- d) It is therefore the responsibility of the bidder to request for a link to participate.
- e) The DBSA assumes no responsibility if a Bidder's designated email address is not correct, or if there are technical challenges, including those with the Bidders computer, network, or internet service provider (ISP).

BID SUBMISSION LINK REQUESTS:

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:				
POSTAL ADDRESS:				
STREET ADDRESS:				
CONTACT PERSON (FULL NAME):				
EMAIL ADDRESS:				
TELEPHONE NUMBER:				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED?	YES		NO	
[TICK APPLICABLE BOX]				

1..1.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]			
1..1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]			
1..1.3	SIGNATURE OF BIDDER				
1..1.4	DATE				
1..1.5	FULL NAME OF AUTHORISED REPRESENTATIVE				
1..1.6	CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
IF YES, WHO ISSUED THE CERTIFICATE?					
REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX]		YES		NO	
CSD REGISTRATION NUMBER					
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)	
1.3. SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.	
2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.	
2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES
☐ NO	
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES
☐ NO	
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐
YES ☐ NO	
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐
YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions :

- Tick in the relevant block below;
- Ensure that the following documents are completed and signed where applicable; and
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

NB: Should all these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES

NO

☐☐

One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – **Electronic submission**

☐☐

Part A: Invitation to Bid

☐☐

Part B: Terms and Conditions of Bidding

☐☐

Part C: Checklist of Compulsory Returnable Schedules and Documents

☐☐

Part D: Conditions of Tendering and Undertakings by Bidders

☐☐

Part E: Specifications/Terms of Reference and Project Brief

☐☐

Annexure A: Price Proposal Requirement

☐☐

Annexure B: SBD4 Declaration of Interest

☐☐

Annexure C: SBD6.1 and B-BBEE status level certificate

☐☐

Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation

☐☐

Annexure G: Certified copies of latest share certificates, in case of a company.

☐☐

Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.

☐☐

Annexure I: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

☐☐

Annexure J: General Condition of Contract

☐☐

Annexure K: CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2022.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.

- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause **Error! Reference source not found.** of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause **Error! Reference source not found.** of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means Service Level Agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

In this RFP, unless expressly provided otherwise a reference to:

- 2.1 "includes" or "including" means includes or including without limitation; and
- 2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: Rosinahscm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

COMPULSORY ONLINE BRIEFING: **Microsoft Teams meeting**

DATE & TIME: 10 JULY 2024 @11H00 AM (Johannesburg time)

TENDER SUBMISSION LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number).

CLOSING DATE: **23 JULY 2024**

CLOSING TIME: **23H55**

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 5.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 5.2 All persons (whether a participant in this tender process or not) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 5.4 The rules contained in this RFP Part C apply to:
 - 5.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
 - 5.4.2 the Tendering Process; and
 - 5.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

6. STATUS OF REQUEST FOR PROPOSAL

- 6.1 This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

7. ACCURACY OF REQUEST FOR PROPOSAL

- 7.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

- 8.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 8.2 If the DBSA exercises its right to change information in terms of clause 8.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered between the DBSA and the successful Bidder.

10. CONFIDENTIALITY

- 10.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 11.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.

- 11.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to Rosinahscm@dbsa.org
- 11.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 11.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 11.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 11.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 11.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

12. UNAUTHORISED COMMUNICATIONS

- 12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 13.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

14. ANTI-COMPETITIVE CONDUCT

- 14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 14.1.1 the preparation or lodgement of their Bid
 - 14.1.2 the evaluation and clarification of their Bid; and
 - 14.1.3 the conduct of negotiations with the DBSA.
- 14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

- 15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (tenders@dbsa.org)
- 15.2 The written complaint must set out:
- 15.2.1 the basis for the complaint, specifying the issues involved;
 - 15.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 15.2.3 any relevant background information; and
 - 15.2.4 the outcome desired by the person or organisation making the complaint.
- 15.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

- 16.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.
- 16.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.
- 16.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

17. LATE BIDS

- 17.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 17.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

18. BIDDER'S RESPONSIBILITIES

- 18.1 Bidders are responsible for:
- 18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
 - 18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
 - 18.1.3 ensuring that their Bids are accurate and complete;
 - 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
 - 18.1.6 submitting all Compulsory Documents.
- 18.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.

- 18.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

- 19.1 Bidders must ensure that:
- 19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
 - 19.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 19.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 19.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 19.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.
- 19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 20.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 20.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidders Response (including an error in pricing but excluding clerical errors which would have no bearing on the evaluation of the Bid), the Bidder must promptly notify the DBSA of such error.

22. RESPONSIBILITY FOR BIDDING COSTS

- 22.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 22.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
- 22.2.1 the Bidder is not engaged to perform under any contract; or
 - 22.2.2 the DBSA exercises any right under this RFP or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 23.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
- 23.1.1 as required by law;
 - 23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
 - 23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

- 24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- 24.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

25. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;

A. Tenderers who do not adhere to those criteria listed a PRE-QUALIFIER, will be disqualified immediately.

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to submitting Tender as a two-folder tender. Folder 1 - Prequalifying and Functionality proposal Separate from Folder 2 - Pricing and Preferential Assessment	Pre-Qualifier	Y
2	Attendance of the Compulsory Online Briefing Session attended by the Tenderer.	Pre-Qualifier	Y

B. Tenderers who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 Hours	Y
2	Returnable documents completed and signed.	48 Hours	Y

3	Submission of proof of registration with National Treasury Central Supplier Database (CSD) (provide summary report). Bidder/s must be registered and compliant with CSD in order to do business with the DBSA. Only applicable to SA-registered entities.	72 hours	Y
4	A valid and active Tax Compliance Status Pin issued by SARS.	48 Hours	Y

Only those Bidders which satisfy all the Pre-Qualifying Criteria of the First Stage will be eligible to participate in the Tendering Process further. Bids which do not satisfy all the Pre-Qualifying Criteria of the First Stage will not be evaluated further.

26.1.2 **Second Stage – Functional criteria**

26.1.1 Only those Bidders which score **[70]** points or higher (out of a possible 100) during the functional evaluation of the Second Stage will be evaluated further. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Bidders will be assessed on the functional criteria (Second Stage) as set out in this RFP. Only those Bidders which comply with the eligibility criteria will proceed to the Third Stage.

26.1.2 **Third Stage – price and preference**

26.1.2.1 Those Bidders which have passed the First Stage (Responsiveness Test) and Second Stage (Functional Evaluation) of the tender process will be eligible to be evaluated on the Third Stage, based on price, in accordance with the PPPFA regulations.

26.1.2.2 The recommended preferred Bidder will be the Bidder with the lowest overall price in the Third Stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

26.2 NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.

27. Risk Analysis and Objective Criteria

The DBSA reserves the right to award the tender to the tenderer who scores the highest number of points overall in line with Section (2) (1) (f) of the PPPFA, unless there are objective criteria which will justify the award of the tender to another tenderer. The objective criteria that the DBSA may apply in this bid process includes:

- i. Any bidder that has a cumulative order book totaling 3 Awards with outstanding value, **may be excluded from further evaluation and/or recommendation for award.**
- ii. Where a bidder has 3 active Awards with an outstanding value and the outstanding value is 10%

- or less, indicating the project is nearing completion, the bidder **may be included for further evaluation and/or recommendation for award.**
- iii. Where a bidder has 3 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder **may be included for further evaluation and/or recommendation for award.**
 - iv. The DBSA has the discretion to apply an objective criterion.

28. Due Diligence

DBSA shall perform a due diligence exercise on the preferred bidder to determine its risk profile. The due diligence exercise may take the following factors into account inter alia.

- a. Judgements and criminal convictions**
DBSA may consider previous civil judgements against the preferred bidder as part of its risk assessment. DBSA may also consider whether the preferred bidder or any of its directors have been convicted of a serious offence.
 - b. Pending litigation/liquidation/business rescue (distinct from Working Capital)**
DBSA may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.
 - c. Performance**
DBSA will not consider the Service provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.
 - d. Reputational harm**
If DBSA is likely to suffer substantial reputational harm because of doing business with the preferred service provider, it may take this into account as part of its risk assessment.
 - e. Restricted/Blacklisted**
Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.
 - f. Vetting**
The DBSA reserves the right to conduct vetting on the tenderer or any of its directors.
 - g. PEP Checks for both Companies and Individual directors, as well as Procure Check and or any other systems that the DBSA may choose to utilize (which may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to**
 - a. Financial stability of the bidder based on key ratio analysis ;
 - b. Efficiency ;
 - c. Profitability ;
 - d. Financial Risk;
 - e. Liquidity ;
 - f. Acid Test ;
 - g. Solvency; and
 - h. Commercial relationship with a politically exposed and brand risk
1. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
 2. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.

29. Generally, suppliers have their own business standards and regulations. Although DBSA cannot control the actions of our suppliers, we will not tolerate any Illegal activities. These include, but are not limited to:

- Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards DBSA's employees.

30. STATUS OF BID

30.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

30.2 A Bid must not be conditional on:

- 30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.
- 30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.
- 30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.
- 30.2.4 the Bidder obtaining the consent or approval of any third party; or
- 30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

30.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

30.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

31. CLARIFICATION OF BIDS

31.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are held in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.

31.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

32. DISCUSSION WITH BIDDERS

- 32.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 32.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 32.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 32.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 32.4.1 conduct a site visit, if applicable;
 - 32.4.2 provide references or additional information; and/or
 - 32.4.3 make themselves available for panel interviews.

33. SUCCESSFUL BIDS

- 33.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 33.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 33.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

34. NO OBLIGATION TO ENTER INTO CONTRACT

- 34.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.
- 34.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

35. BIDDER WARRANTIES

- 35.1 By submitting a Bid, a Bidder warrants that:

- 35.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
- 35.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 35.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- 35.1.4 it accepts and will comply with the terms set out in this RFP; and
- 35.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

36. DBSA'S RIGHTS

- 36.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
 - 36.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 36.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 36.1.3 vary or extend any time or date specified in this RFP
 - 36.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
 - 36.1.5 require additional information or clarification from any Bidder or any other person;
 - 36.1.6 provide additional information or clarification;
 - 36.1.7 negotiate with any one or more Bidder;
 - 36.1.8 call for new Bid;
 - 36.1.9 reject any Bid received after the Closing Time; or
 - 36.1.10 reject any Bid that does not comply with the requirements of this RFP.

37. GOVERNING LAWS

- 37.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.
- 37.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
- 37.3 All Bids must be completed using the English language and all costing must be in South African Rand (ZAR).

PART E

TERMS OF REFERENCE & PROJECT BRIEF

1. BACKGROUND

The Department of Mineral Resources and Energy (DMRE), National Treasury (NT) and the Development Bank of Southern Africa (DBSA) established the IPP Office for the specific purpose of delivering on the Independent Power Producers Procurement Programme (IPPPP) and related interventions and mandates of the DMRE.

As part of the DBSA's ongoing support to the DMRE in terms of the Memorandum of Agreement (MoA), the DBSA is requested to assist the IPP Office (IPPO) with the appointment of a qualified service provider to provide for provisioning of cloud-based backup and Disaster Recovery (DR) services for a period of 36 months.

2. INTRODUCTION

This RFP documents IPPO's Disaster Recovery objectives and expectations and their solution, support, and pricing requirements.

The solution **MUST** cater for both the IPPO's On-Premises, Microsoft (MS) Azure workloads and Microsoft 365 data.

The specific goals are:

1. Analyse and understand the current on-premises and cloud environment applications.
2. Begin data replication and have access to the necessary toolsets that will ultimately support the configuration of a DRaaS environment.
3. Provides DR capabilities for on-premises systems, services, and data, with the ability to restore to a data point (RPO) up to 96 hours, back from the time of a DR incident.
4. Provide DR capabilities for a Restore Time Objective (RTO) of no longer than 24 hours after the time of the recorded data loss incident.
5. Scheduled, continuous, or ad hoc backup and restore processes for scalable cloud or on-premises data across multiple types of media.
6. Advise on disaster recovery and data restoration procedures to include in the overall Business Continuity Plan (BCP) of the IPP Office
7. Provide key data restoration services in-line with the Business Continuity Plan (BCP).
8. Facilitate 2 X DR Drills within a 12-month cycle.

9. Provide training and capacity building of the existing ICT Team for sufficient monitoring, oversight and use of all DR tools and dashboard.

The IPPO is therefore inviting reputable firms with established track records in the field to submit their proposals in a bid to demonstrate their suitability to be appointed as the IPPO's preferred Disaster Recovery as Services partner.

The IPPO is open to cloud-based options particularly in the MS Azure environment. However, non-MS Azure Service Providers are also welcome and encouraged to bid.

As part of the required solution, a physical disaster recovery site needs to be made available for restoring the ICT infrastructure and business-critical operations when the primary production centre located in Centurion is affected by a natural or man-made disaster.

3. OVERVIEW OF IPPO ICT ENVIROMENT AND KEY CONSIDERATIONS

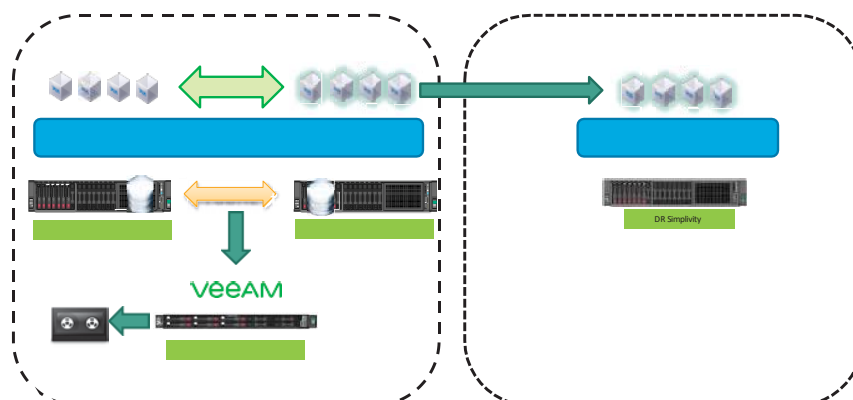
The IPPO is running a hybrid environment with most of the services hosted On-Premises and a few in MS Azure. The IPPO is currently only migrating new MS Services and Solutions to the MS Azure platform, in line with the IPPO ICT Digital and Cloud Migration Strategy.

The IPP office hosts the following environments in its Data Center:

1. IPPO Business Area

The On-Premises Datacentre environment currently consisting of a SimpliVity Hyperconverged Solution (2 Production nodes + 1 DR Node) hosting +-12 virtual servers on a VMWare platform.

High Level Design



Both the Production Site Nodes and the DR Node currently reside at IPPO office building in Centurion. We would like the DR Node to be moved offsite as part of the solution.

The Production Site consist of:

- 2x 2U HPe SimpliVity 380 Gen 10 Node with VMware technology consisting of +-12 virtual machines and this number may be increased. The Operating System that is being used is Microsoft Windows Server 2019 & 2022. The following virtual servers are hosted on the solution:
 - Secondary Active Directory (AD), DNS & DHCP
 - 3x File Storage Servers
 - WSUS Server
 - 2x SQL Servers
 - Aruba Airwaves
 - ClearPass
 - Veeam Backup Server
 - Proxy Server
 - Netwrix Auditor
 - Pastel Finance
 - HPE OneView
 - SolarWinds SEM
 - CRM 2011 Server
- 1 x 1U HPe ProLiant DL 160 Gen10 Server – Acting as the management server hosting the following services:
 - VMware vCenter
 - Virtual Arbiter (Management Server)
 - Main Active Directory, DNS & DHCP
- 1 x 1U HPe ProLiant DL 160 Gen10 Server– Backup Proxy server
- 1 x Dell PowerEdge T550 server – GIS Server with the following virtual servers:
 - Portal for ArcGIS IIS
 - ArcGIS Server
- 1 x HPe MSL2024 tape backup device to LTO8 tapes.
- Currently data storage size = 10TB.

Current Server Environment		
Overview	Size/Number	Notes
Total Number of instances to protect	30 Instances	~20 x VMs, 2 x Physical Servers, 1 x Azure VM
Total Amount of Allocated Storage	~32TB	Amount of allocated storage to virtual and physical servers
Total Amount of Consumed/Used Storage	~20TB	Amount of used storage across virtual and physical servers
Backup Data Information and Requirements		
General	Requirements	Notes
Approximate growth of data.	5%	Percentage of data growth on a daily basis.
Number of years to scope.	3 Years	
Backup Window	6pm till 6am	12 Hours
Backup Data Retention:		
Number of daily restore points	7	
Number of weekly restore points	4	
Number of monthly restore points	12	
Number of yearly restore points	3	

The DR Node and infrastructure consist of:

- 1 x 2U HPe SimpliVity 380 Gen 10 Node with VMware.

Technical Specifications:

- *100% Workload Power 436.94 Watts*
- *Heat Dissipation 1489.87 BTU/hr*
- *Height (RU) 2 Rack Units*
- *Width 44.54 cm*
- *Depth 67.94 cm*
- *Height 8.73 cm*
- *Installed weight 23.6 Kg*
- 1 x Aruba 3810M 40G 8SR PoE+ 1U Switch.

Technical Specifications:

- *Power Consumption 200 Watts*
- *Heat Dissipation 682.43 BTU/hr*
- *Height 4.39 cm*
- *Width 44.25 cm*
- *Depth 43.13 cm*
- *Height (RU) 1 Rack Units*
- *Installed weight 6.17 Kg*

- HPE LCD 8500 1U Console Kit with a KVM Console Switch

LCD 8500

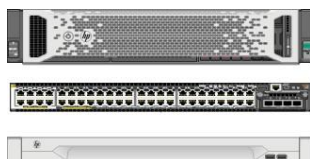
Technical Specifications:

- *Power Consumption 36 Watts*
- *Heat Dissipation 122.83 BTU/hr*
- *Height 4.23 cm*
- *Width 43.61 cm*
- *Depth 43.3 cm*
- *Height (RU) 1 Rack Units*
- *Installed weight 5.2 Kg*

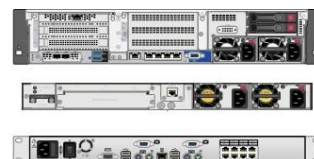
KVM

Technical Specifications:

- *Power Consumption 20 Watts*
- *Heat Dissipation 79 BTU/hr*
- *Height 4.36 cm*
- *Width 43.8 cm*
- *Depth 16.51 cm*
- *Height (RU) 1 Rack Units (same 1U as LCD 8500)*
- *Installed weight 2.04 Kg*



HPE Simplivity DL380
Aruba 3810M 40G
HPE LCD 8500



Microsoft Azure consists of:

Current Microsoft Azure environment		
Overview	Size/Number	Notes
Total Number of instances to protect	1 Instances	
Total Amount of Allocated Storage	~2TB	Amount of allocated storage to Azure virtual servers
Total Amount of Consumed/Used Storage	~0TB	Amount of used storage across Azure virtual servers
*Note		No current active server but plan on hosting a SQL server for connectivity to PowerBI
Backup Data Information and Requirements		
General	Requirements	Notes
Approximate growth of data.	5%	Percentage of data growth on a yearly basis.
Number of years to scope.	3 Years	
Backup Window	6pm till 6am	12 Hours
Backup Data Retention:		
Number of daily restore points	7	
Number of weekly restore points	4	
Number of monthly restore points	12	
Number of yearly restore points	3	

Microsoft 365 consists of:**Mail**

Tenant	Primary Mailboxes	Archive Mailboxes	Shared Mailboxes	Mail Size (TB)
IPPO	120	0	250	Total = 25TB (Current = 800 GB)

One Drive

Tenant	Number of OneDrive Users	One Drive Size (TB)
IPPO	120	Total = 120TB (Current = 149GB)

SharePoint

Tenant	Number of SharePoint Sites	SharePoint Size (TB)
IPPO	85	Total = 2.07 TB (Current = 1.1GB)

Teams

Tenant	Total Teams
IPPO	120

Backup Data Information and Requirements		
General	Requirements	Notes
Approximate weekly change rate.	3%	Percentage of data growth monthly.
Number of years to scope.	3 Years	
Backup Window	6pm till 6am	12 Hours
Backup Data Retention:		
Retention Policy	5 Years	

2. Evaluation Center:

The On-Premises Datacentre environment currently consisting of:

3 x ProLiant DL 160 Gen10 Servers scoped as followed:

- Main server hosting AD, DNS, DHCP
- File & Print Server
- Backup Server running community edition of VEEAM backup only.

1 x HP LTO5 Ultrium tape backup device to 3TB tapes.

- Currently data storage size = 6TB.

3. Environment:

There is currently 2 x 50mb fibre links linking it up to the Xneelo Data Centre where the Internet Service Provider is hosting the Web Server on behalf of the IPPO, as well as providing the IPPO with internet access.

However, as part of this DRaaS, the Service Provider MUST provide its own network bandwidth connectivity for the Disaster Recovery services. Therefore, the service provider must include the following in their proposal:

1. The pricing for the network bandwidth connectivity must be included as part of the DRaaS solution to be provided by the Service Provider.
2. The Service Provider should clearly document the type of connectivity offered as part of their solution.
3. The Service Provider should clearly document how additional connectivity/bandwidth usage is managed/ handled when the IPPO needs to utilize the DRaaS solution.

The IPPO procured a VEAAM Backup solution with the SimpliVity solution. The license is valid until 21st February 2028 and therefore this must be incorporated into the service providers proposal as part of the solution.

Current Veeam license

Contract Number	Product	Licenses	Contract End Date
2698006	Veeam Data Platform Foundation Enterprise	6 - Sockets	2/21/2028

Required Veeam Licenses

1. Migration of contract (2696006) to Veeam Data Platform Advanced with licensing for 30 instances.
2. 120 x Veeam Backup for Microsoft 365 licenses with 3 Years Subscription.

Additional licenses needs to be provided for by the service provider.

Currently migration of the CRM 2011 server is underway to MS365 Dynamics hosted on Azure. Therefore, the scope of work will also need to include the Azure platform that is currently under development, and any additional licensing required for this needs to be supplied as part of this procurement.

4. SCOPE OF WORK

The service provider needs to render the following services to the IPPO as per the minimum specifications listed below as part of a complete DRaaS solution:

1. Host the DR Node/Equipment (in a Data Centre within the Centurion or Midrand area):
 - Provide rack space to host the DR Node/equipment as listed above.
 - Ensure clean dedicated backup power is provided to the DR Node/Equipment.
 - Provide a dedicated Next-Generation Firewall to secure the uplink between the current Production environment and the DR Node/equipment as listed above.
 - Provide its own network bandwidth connectivity for the Disaster Recovery services.
 - Configuration of an IPsec tunnel between the IPPO building and the DR Site to allow synchronisation of the servers.
 - Provide VPN access for at least 10 concurrent users to the DR environment.
 - Link specified virtual server/s on the DR Node to the hosted Web server on a request by Head of IPPO ICT.
 - Service provider must offer premium support.
2. ICT Backup, Restore, Replication and Storage:
 - Daily incremental backups (between 6pm and 6am the following day).
 - Weekly full Backups to cloud and archived to tape. (Should be completed over weekends).
 - Monthly archiving of Data using the latest reliable technology will be required (on the last weekend of the month).
 - Should cater for Virtual Environment size increase of 20% yearly for three (3) years. [This must be priced separately based on pay-as-use model]
3. Provision of DRaaS:
 - To provide a DR site that caters for all business-critical systems that can also be used for “High Availability”
 - To provide a DR site that can be used as production site in the event we experience total service outage in the IPP Office site.
 - To provide a DR site that will possibly be shared with other like organizations.
 - To provide a solution that will make it possible to restore connectivity within a defined and reasonable SLA.
 - To provide a DR site that will cater for redundant, resilient network connectivity.
 - To provide the secure environment for data archiving, integrity, and reliability.

- Describe how physical access to the DR site is managed, as well as logical access to backed up data.
- Provide the procedure for provisioning and de-provisioning the DR environment.
- Provide IPPO access, as needed, to the DRaaS site (This would be used for facility inspection and audit requirements).
- Ability for IPPO to remotely monitor assigned environments.

4. Business Continuity Advice

- Advise IPP Office on the annual review and update of its Business Continuity policies and procedures and Business Continuity Plan

5. Business Continuity Site (within the Centurion or Midrand area)

Provide suitable location / locations to meet all the work area recovery requirements as outlined in the Business Continuity Plan.

- The location of the work area recovery site should be a reasonable distance from the IPPO Office Building. (Different power grids, etc.). The location should make provision for 10 dedicated seats for IPPO ICT and support teams to perform recovery.

Have sufficient and secure parking for staff members.

- To provide additional syndicated seating or additional space, when required.
- To facilitate the quarterly business continuity exercises in line with the Business Continuity Programme.
- To provide Emergency Boardroom facilities for Executive Leadership Engagements.
- To provide boardroom facilities to accommodate meetings required by Senior and Crisis Leadership.
- To provide any additional meeting rooms when required.
- Evidence of compliance with all the relevant legislation and regulations including health and safety, physical security, information security, facilities, etc.

6. Network, Bandwidth & Connectivity:

- The Service Provider must provide own network bandwidth connectivity for the Disaster Recovery services. The pricing for the network bandwidth connectivity must be included as part of the DRaaS solution to be provided by the Service Provider.

- The Service Provider should clearly document the type of connectivity offered as part of their solution.
- The Service Provider should clearly document how additional connectivity/bandwidth usage is managed/ handled when the IPPO needs to utilize the DRaaS solution.
- The Service Provider must describe how circuits between sites are fail safe and of sufficient bandwidth to handle 100% of IPPO's peak demand.
- The Service Provider circuits into and out of the provider location should support IPPO's existing environment and be described in detail (type, bandwidth, etc.) Include how they are managed, monitored and how alerts are communicated to IPPO when appropriate.
- The Service Provider must describe circuit scalability should the DBSA needs grow.
- Describe how the Service Provider solution will allow for deployment of configuration changes once the DRaaS infrastructure has been provisioned.
- The Service Provider must always provide continuous availability of the network and DR site.

7. Services:

- Recommend, install, and configure all required hardware and software for the plan.
- Setup and maintain all required infrastructure on Microsoft Azure for successful backup and full recovery processes.
- Provide administrator training for the IT staff during regular business hours to ensure that the IT staff are able to manage daily processes and file restore functionality on their own.
- Configure, schedule, and provide encrypted backup management of all the data including, but not limited to: files, folders, images, system state, databases, and enterprise applications.
- Optimize the backup process in terms of time, space, and minimal disruption to the production environment.
- Develop Backup and Disaster Recovery documentation/guideline, including fully annotated diagrams to use for daily operations and during an emergency. The guidelines should include processes for different types of emergencies.
- Implement and test Azure Site Recovery and backup for all resources on premise.
- Set up and roll out monthly DR Health reports for the ICT Department.
- Framework contract for 12 Months to cater for any support related issues.
- Review existing DR Plan and policies on behalf of IPPO.

The following deliverables are to be provided by the vendor. Additional deliverables may be identified during the initial meetings between the vendor and IPPO ICT.

- Easy/intuitive interface and management.
- Ability to restore a deleted file/folder or restore an older version of a file, with a retention period as far back as 96 hrs from a DR incident.
- Ability to quickly restore a virtual server, up to within 96 hours back from a DR incident.
- Ability to restore a physical server to a replacement physical server.
- Ability to recover from Ransomware.
- Ability to backup machines with different operating systems (Windows and Linux).
- Continued functionality in the event of a disaster that limits access to the building for a short or extended time period.
- Flexible, Hardware-Agnostic replication.
- IPPO's requirement is a Recovery Time Objectives of 24 hrs and Recovery Point Objective of 8 hrs. A proposed SLA will be evaluated on best performance against these parameters, and current best practises for the sector.
- Strong security.
- Ability to perform failover testing, every 6 months, as part of a scheduled DR Drill.
- Application integration with MS Active Directory, VMware/Hyper V/SAN/NAS/Security management.
- MS365 platform is fully backed up and available for restore at any given point.
- Knowledge transfer to the IPPO ICT personnel of technical configurations and skills required to execute future migrations.
- Documentation of the deployed production and development environments. This should include but is not limited to, Visio diagrams of the architecture as well as documentation of any relevant security and configuration information.
- Monthly DR Service Health check submitted to the Head of ICT at the IPPO, throughout the contract.
- Final Report at the end of the contract, detailing health status and any recommendations for the continued safe keeping of IPPO's ICT environment.

8. Training and Skills Transfer

- The Service Provider must provide skills transfer plan to capacitate IPPO ICT staff on the implemented technology.
- Provide details on the extent which the provider trains the customers support staff in the use and management of the service.

- Execute the provided skills plan.

5. SKILLS REQUIREMENTS

The expertise required from the successful Bidder/s inter alia are:

- Certified/Authorised dealer to provide the services proposed.

6. TECHNICAL PROPOSAL

Each respondent is required to submit a proposal containing the following information:

- a) Overview of the company profile and experience, including three or more references from an organization either locally and/or internationally, for similar services provided.
- b) Written confirmation of the specification of the proposed equipment based on the scope of the work requested above,
- c) Details of services that will be offered over the 36 months (3 years) onsite,
- d) Response on how the configuration and setup will be implemented.
- e) Estimated timeline of the project implementation.

7. EVALUATION CRITERIA

Only those Bidders which score **70** points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

The Functional Criteria that will be used to test the capability of Bidders are as follows:

Description	Evidence	Scoring Guidelines	Weighting	Supporting document provided YES/NO ¹	Supporting documentation found on Page ² :										
Bidder Experience: Bidder to provide three or more references from an organization either locally and/or internationally, for similar services provided.	a) Bidder/s must have at least five (5) years' experience in provision of Disaster Recovery services.	Please provide a brief overview of the company and the past projects completed: <table><tr><th>Response</th><th>Points</th></tr><tr><td>No experience</td><td>0</td></tr><tr><td>1 to 2 years' experience</td><td>10</td></tr><tr><td>3 to 4 years' experience</td><td>15</td></tr><tr><td>5 or more years' experience</td><td>20</td></tr></table>	Response	Points	No experience	0	1 to 2 years' experience	10	3 to 4 years' experience	15	5 or more years' experience	20	20		
	Response	Points													
No experience	0														
1 to 2 years' experience	10														
3 to 4 years' experience	15														
5 or more years' experience	20														
	b) Attach (3) three or more written testimonials letters relating to provision of Disaster Recovery services not older than three (3) years)	Please provide testimonials or reference letters as proof: <table><tr><th>Response</th><th>Points</th></tr><tr><td>No references provided</td><td>0</td></tr><tr><td>One reference provided not older than 3 years</td><td>10</td></tr><tr><td>Two references provided not older than 3 years</td><td>15</td></tr></table>	Response	Points	No references provided	0	One reference provided not older than 3 years	10	Two references provided not older than 3 years	15	20				
Response	Points														
No references provided	0														
One reference provided not older than 3 years	10														
Two references provided not older than 3 years	15														

Description	Evidence	Scoring Guidelines			Weighting	Supporting document provided YES/NO ¹	Supporting documentation found on Page ² :
		Three or more references provided not older than 3 years	20				
Understanding of Scope: Functional & Technical proposal should that at least cover the envisaged approach and methodology of the offering.	The bidder is required to submit the proposal confirming the understanding of scope of works (section 4) and address the following objectives as outlined in the TOR: a) Host the DR Node/Equipment b) ICT Backup, Restore, Replication and Storage c) Provision of DRaaS d) Business Continuity Advice e) Business Continuity Site f) Network, Bandwidth & Connectivity g) Services h) Training and Skills Transfer	Provide a detailed write-up on the understanding and alignment of the scope of work in the terms of reference:			30		

Description	Evidence	Scoring Guidelines	Weighting	Supporting document provided YES/NO ¹	Supporting documentation found on Page ² :
Query Resolution Bidder's ability to provide support post-implementation/deployment of the DR Site	a) Response on how a disaster would be handled.	Excellent: Provided detailed plan on actions/activities with time frames = 10 points Acceptable: Covered some elements on actions/activities = 5 points Unacceptable: No Response = 0 points	10		
Training and Skills Transfer Bidder's ability to transfer skills to IPPO Support staff.	a) Provide detailed response on how the Service Provider will deliver training and skills transfer for IPPO support staff.	Excellent: Provided detailed skills transfer plan with activities and timeframes = 10 points Acceptable: Covered some elements on activities for skills transfer = 5 points Unacceptable: No Response = 0 points	10		
Site Inspection	a) The physical security access to the facility is of a sufficient level. b) Is the DR site more than 10 km from the IPP Office? Quality of office facilities meet the IPPO expectations	Excellent: The site meets all IPP Office requirements = 10 points Very Good: The site meets 6 to 8 of the IPP Office requirements = 8 points Satisfactory: The site meets 3 to 5 of the IPP Office requirements = 5 points	10		

Description	Evidence	Scoring Guidelines	Weighting	Supporting document provided YES/NO ¹	Supporting documentation found on Page ² :
	d) Is the shared workspace of sufficient quality? e) Is the facility accessible to disabled staff? f) Is the facility accessible 24x7x365? g) Does the facility have UPS and generator? h) Are the generators tested regularly? i) Is there a fire suppression system? j) Does the DR site have its own DR plan and facility?	Poor: The site meets 1 to 2 of the IPP Office requirements = 2 points Unacceptable: No site available to inspect = 0 points			
Total Weighting Threshold			100 70%		

Note:

- Supporting documents provided **YES/NO**:
Please indicate if the supporting documentation has been provided or not.
- Supporting Documentation found on page:
Please insert where the supporting documentation can be found within the submission.

8. DELIVERABLE ACCEPTANCE CRITERIA

Deliverables will only be paid once accepted by the IPP Office. The following deliverable acceptance criteria will apply prior to accepting a deliverable as final:

- IT Manager review; and
- Head of Unit review

9. REQUIREMENTS

COMPULSORY PRICING SCHEDULE

- Cost must be VAT inclusive and quoted in South African Rand.
- Service providers must quote for all the items as indicated on the scope of work.
- A detailed price breakdown must be included with the total amount.
- Financial proposal should include the cost of collecting the infrastructure from the IPP Office.

Description	Price – Year 1	Price – Year 2	Price – Year 3
1. Installation, Setup and Configuration (ONCE-OFF)			
2. Colocation (Rack Space)			
3. Provision of Backup, Restore, Replication and Storage			
4. Microsoft Office 365 Tenant Backup			
5. Network, Bandwidth and Connectivity			
6. Business Continuity Consulting/ Advisory service			
7. Business Continuity (10 seats)			
8. VPN Access (10 concurrent users)			
9. Training & Skills Transfer			
10. Other (If any)			
TOTAL COST for 3 years inclusive of VAT			

Annexure A

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following services:

RFP107/2024: APPOINTMENT OF A SERVICE PROVIDER FOR PROVISIONING OF CLOUD-BASED BACKUP AND DISASTER RECOVERY (DR) SERVICES FOR A PERIOD OF 36 MONTHS

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the consultant under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

.....
..... (in words); ZAR (in figures),
.....

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

Signature(s)

Name(s) _____

Capacity _____

For the
Tenderer

(Name and address of organisation)

Name and
signature of
witness _____ Date _____

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

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.

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

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.

- 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 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 systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals (namely, BBBEE status level of contributor).

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
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 organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“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 AND PREFERENCE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE AND PREFERENCE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest 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, 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 as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	20		
2	9	18		
3	6	14		
4	5	12		
5	4	8		

6	3	6		
7	2	4		
8	1	2		
Non-compliant contributor	0	0		

(Note: Bidders are required to submit their BBBEE certificates or sworn affidavits (in the case of EMEs/QSEs) in order to be eligible to claim points)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. 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]

4.6. 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:.....
.....
.....
.....
.....

RESTRICTED SUPPLIERS

- 1

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
------	----------	-----	----

4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

Annexure D

Bidders are required to include, as Annexure F to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation

Annexure E

Bidders are required, as annexure G to their Bids, to submit certified copies of the latest share certificates of all relevant companies

Annexure F

Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure H, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.

Annexure G

Bidders are required to include, as Annexure I to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.

Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.

Annexure H

[General Conditions of Contract]

PLEASE NOTE THAT ALL BIDDERS ARE REQUIRED TO READ THROUGH THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY THE NATIONAL TREASURY. SUCH GENERAL CONDITIONS OF CONTRACT CAN BE ACCESSED ON THE NATIONAL TREASURY WEBSITE.

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL ACQUAINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

NOTE: All Bidders are required to confirm **(Tick applicable box)** below:

Item	YES	NO
Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury?		

Annexure I

Tax Compliant Status and CSD Registration Requirements

ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OR SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.

REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.

CSD Registration Number:



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.

Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33

Email : dbsa@whistleblowing.co.za

Free Post : Free Post KZN 665 | Musgrave | 4062

SMS : 33490