

## REQUEST FOR PROPOSALS

**YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED**

<b>BID NUMBER:</b>	<b>RFP199/2024</b>
<b>COMPULSORY BRIEFING SESSION DETAILS:</b>	<b>Tuesday, 05 November 2024 at 10:00am</b> <a href="#">Join the meeting now</a>
<b>CLOSING DATE:</b>	<b>11 November 2024</b>
<b>CLOSING TIME:</b>	23H55 (Midnight)
<b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	120 days
<b>DESCRIPTION OF BID:</b>	<b>PROVISION OF DRAAS FOR ICT BACKUP, RESTORE, DISASTER RECOVERY AND BUSINESS CONTINUITY</b>
<b>BID DOCUMENTS ELECTRONIC SUBMISSION:</b>	<p><b>ELECTRONIC SUBMISSIONS</b></p> <p><b><u>INSTRUCTIONS:</u></b></p> <ul style="list-style-type: none"> <li>➤ Bidders are required to submit written requests for clarification via e-mail to <a href="mailto:davidscm@dbsa.org">davidscm@dbsa.org</a> <b>ONLY</b>, quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days submission day.</li> <li>➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically.</li> <li>➤ Written requests for clarification will be considered up to and including <b>07 November 2024 16:30</b> Johannesburg time. Requests received after this date may not be attended to.</li> <li>➤ Any requests after the stipulated date and time may be disregarded.</li> </ul> <p><b>NB: Electronic submission is encouraged for all bidders interested in this tender.</b></p> <p><b>Closing date of this RFP199/2024 is 11 November 2024 before 23:55PM.</b></p> <p><b>No physical bids will be received or accepted at the DBSA offices</b></p>
<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	



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: RFP199/2024**

**DESCRIPTION: PROVISION OF DRAAS FOR ICT BACKUP, RESTORE, DISASTER RECOVERY AND BUSINESS CONTINUITY**

**COMPULSORY BRIEFING: 05 November 2024** Tender briefing will be done online via Microsoft teams.

**COMPULSORY BRIEFING LINK:** [Join the meeting now](#)


**Time: 10H00 AM Johannesburg time (Microsoft Teams)**

**Closing time for the OneDrive Link submissions - 23h55 on the 28 October 2024 (Telkom Time)**


**CLOSING DATE:** 05 November 2024


**CLOSING TIME:** 23H55PM

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.

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

1..1.1	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]		
1..1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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.)			
[TICK APPLICABLE BOX]				
IF YES, WHO ISSUED THE CERTIFICATE?				
REGISTERED WITH THE NATIONAL TREASURY CSD	YES		NO	
[TICK APPLICABLE BOX]				
CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>

**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**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – <b>Electronic submission</b> |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Part A:</b> Invitation to Bid   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Part B:</b> Terms and Conditions of Bidding   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Part C:</b> Checklist of Compulsory Returnable Schedules and Documents  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Part D:</b> Conditions of Tendering and Undertakings by Bidders   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Part E:</b> Specifications/Terms of Reference and Project Brief   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure A:</b> Price Proposal Requirement  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure B:</b> SBD4 Declaration of Interest  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure C:</b> SBD6.1 and B-BBEE status level certificate  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure F:</b> Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure G:</b> Certified copies of latest share certificates, in case of a company.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure H: (if applicable):</b> 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** for the OneDrive Link submissions - 23h55 on the 05 November 2024 (Telkom Time)
- 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 26.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 26.2 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](http://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: [davidscm@dbsa.org](mailto:davidscm@dbsa.org)

No questions will be answered telephonically.

### 4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: 05 November 2024 - Tender briefing will be done online via Microsoft teams.

LINK: [Join the meeting now](#) Time: 10H00 AM Johannesburg time (**Microsoft Teams**)

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

CLOSING DATE: 05 November 2024

CLOSING TIME: 23H55PM

### 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 [davidscm@dbsa.org](mailto:davidscm@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](mailto: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 120 (one-hundred and twenty) 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: Functionality and returnable submission separate from Folder 2: Pricing proposal submission	Pre-Qualifier	Y
2	Attendance Register of the Compulsory 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) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant to do business with the DBSA.	7 Working days	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

A combined overall minimum score of 70% or higher out of 100 (functional evaluation – 56 points including demonstration – 14 points) is required to progress to the Price and Preference evaluation.

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.

**Stage Gate 1(a)**

Section	Evaluation Criteria	Points Allocation	Weight
1	<p><b><u>Company Track Record and Experience</u></b></p> <p>The bidder must provide an indication of its track record of implementing the same or similar solution at other companies and the number of years of experience it has implementing the same or similar solution</p>	<p>No company track record and experience information provided = <b>0</b> points</p> <p>Bidder company information shows a weak track record and shows minimal experience in implementing the same or similar solutions = <b>3</b> points</p> <p>Bidder company information shows an acceptable track record and shows the required experience in implementing the same or similar solutions = <b>7</b> points</p> <p>Bidder company information shows an exceptional track record and shows more than the required experience in implementing the same or similar solutions = <b>10</b> points</p>	10
2	<p>The bidder must provide at least (3) contactable and referenceable clients and their contact details on signed company letterheads where the same or similar services were provided.</p> <ul style="list-style-type: none"> <li>• Information must include; <ul style="list-style-type: none"> <li>○ (1), the scope or services provided and,</li> <li>○ (2) the value and impact of such work.</li> </ul> </li> </ul>	<p>No reference letter information provided = <b>0</b> points</p> <p>Bidder provides one relevant reference where DRaaS was successfully implemented = <b>1</b> points (max)</p> <p>Bidder provides two relevant reference where DRaaS was successfully implemented = <b>3</b> points (max)</p> <p>Bidder provides three or more relevant reference where DRaaS was successfully provided = <b>5</b> points (max)</p>	5
3	<p><b><u>Implementation Plan</u></b></p> <p>The bidder must provide and outline in a detailed project implementation plan the steps it will take for initial setup and migration from current service provider.</p> <ul style="list-style-type: none"> <li>• The implementation plan must include the following: <ul style="list-style-type: none"> <li>○ project methodology,</li> <li>○ project plan/schedule,</li> <li>○ project start and end dates,</li> <li>○ major activities,</li> <li>○ milestones,</li> <li>○ critical path,</li> <li>○ skills and knowledge transfer strategy and plan,</li> <li>○ testing strategy and plan</li> <li>○ cutover strategy and plan</li> </ul> </li> </ul>	<p>No project implementation plan and details provided = <b>0</b> points</p> <p>Generic implementation plan and details provided (must not exceed 4 months) = <b>5</b> points</p> <p>Semi detailed implementation plan and details provided (must not exceed 4 months) = <b>10</b> points</p> <p>Detailed implementation plan and details provided (must not exceed 4 months) provided = <b>15</b> points</p>	15
4	<p><b><u>Functional Requirements</u></b></p>	<p>No functional requirements information provided = <b>0</b> points</p>	40

	<p>The bidder must describe, discuss, and/or detail the solution/proposal to meet and conform to ALL functional requirements as specified in this Terms of Reference (ToR), including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Providing DRaaS services such as ICT Backup and systems restore, data storage and replication, archiving and retrieval</li> <li>• Disaster Recovery, Business continuity</li> <li>• Support based on SLA</li> <li>• Network, Bandwidth and Connectivity</li> <li>• Training and Skills Transfer</li> <li>• DBSA Access to the DRaaS site as and when required</li> <li>• Remote monitoring of the environments</li> <li>• Migration of the current DR including data from the existing service provider if necessary</li> <li>• Provide support which includes planned, migration, restore or ad hoc and related services by providing at least</li> </ul>	<p>Bidder's response to functional requirements lacks substance on how functional requirements will be addressed = <b>10</b> points</p> <p>Bidder's response to functional requirements is very generic and does not address functional requirements directly = <b>20</b> points</p> <p>Bidder's response to functional requirements is inadequate and incomplete but does address most functional requirements directly = <b>30</b> points</p> <p>Bidder's response to functional requirements is adequate and complete but does address all functional requirements directly = <b>40</b> points</p>	
<b>5</b>	<p><b><u>Resource Experience</u></b></p> <p>The bidder must provide details of the resources that will be deployed to the DBSA to implement and support the DRaaS solution.</p> <p>Resource profiles must be in the form of a resume for each resource (not more than 4 pages). CV's must include full names, summary of skills, summary of competencies and summary of qualification and certifications for the proposed technologies .</p>	<p>No resource experience information provided = <b>0</b> points</p> <p>Inefficient and irrelevant resource information experience and qualifications provided = <b>3</b> points</p> <p>Inadequate and incomplete resource information experience and qualifications provided = <b>7</b> points</p> <p>Adequate and complete resource information experience and qualifications provided = <b>10</b> points</p>	<b>10</b>
<b>Total Weight</b>			<b>80</b>
<b>Threshold</b>			<b>70%</b>
<b>Points</b>			<b>56</b>

TABLE 1 SUB-QUALIFYING CRITERIA (STAGE GATE 1 (A))

Stage Gate 1 (a) – Functional evaluations: a minimum score threshold of 70 or higher out of 100 (56 / 80 points) is required to be considered for demonstrations.

## Stage Gate 1(b)

Section	Evaluation Criteria	Points Allocation	Weight
8	Provide a presentation based on the following criteria: a. Proposed Solution b. Company profile c. All functional requirements References	No demo or irrelevant demo provided = <b>0</b> points Demo addresses functional requirements only partially = <b>5</b> points (max) Demo addresses all functional requirements fully = <b>10</b> points (max)	<b>10</b>
9	Conducted a site visit or visits to demonstrate a successful fully functional solution based on all functional requirements.	No site visit or visits or irrelevant site visit conducted = <b>0</b> points Site visit or visits reflected functional requirements only partially = <b>5</b> points Site visit or visits reflected functional requirements fully = <b>10</b> points	<b>10</b>
<b>Total Weight</b>			<b>20</b>
<b>Threshold</b>			<b>70%</b>
<b>Points</b>			<b>14</b>

Stage Gate 1 (b) - Demonstrations: a minimum score threshold of 70 or higher out of 100 (10.5 / 15 points) is required to be considered for price and preference.

### 26.1.3 Third Stage – price

26.1.3.1 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.

26.1.3.2 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.**

### 26.3 **First Stage: Pre-Qualifying Criteria**

Only those Bidders which satisfy all the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all the Pre-Qualifying Criteria will not be evaluated further. Please refer to the table above

**Note: A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender documents is an unacceptable tender. Please refer to the table above**

### 26.4 **Second Stage: Functional Criteria**

The technical proposal will be evaluated according to the following criteria and scoring system. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of **70** points for the technical proposal will move to the next level of evaluation where a score for price and BBBEE.

26.1 A minimum of **70 points out of a 100** for the functional evaluation will qualify the Bid to move on to the Third Stage of evaluation, which is price and preferential point's evaluation. Bidders that do not score **70** points (inclusive of the presentation score) or higher at this stage of the evaluation will not be evaluated during the Third Stage of the evaluation.

### 26.2 **Third Stage: Price**

26.2.1 The Third Stage of evaluation of the Bids will be in respect of price and preference.

## 27. **Risk Analysis and Objective Criteria**

Risk Analysis and Objective Criteria *(This must only be included in the tender document if it is applicable, ensure that the list is specific as to what your objective criteria are)*

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.**
- 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

i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.

ii. 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).



# Terms of Reference

PROVISION OF DRAAS FOR ICT BACKUP,  
RESTORE, DISASTER RECOVERY AND  
BUSINESS CONTINUITY

## Introduction

The Development Bank of Southern Africa (the “DBSA” or the “Bank”) primarily plays a key role in the planning, preparation, funding, building and maintenance phases of the infrastructure development value chain. All the value chain components incorporate fundamental administrative activities such as documentation, procurement, and reporting. The diagram below illustrates our infrastructure value chain, numerous services, and key target markets per value chain segments.

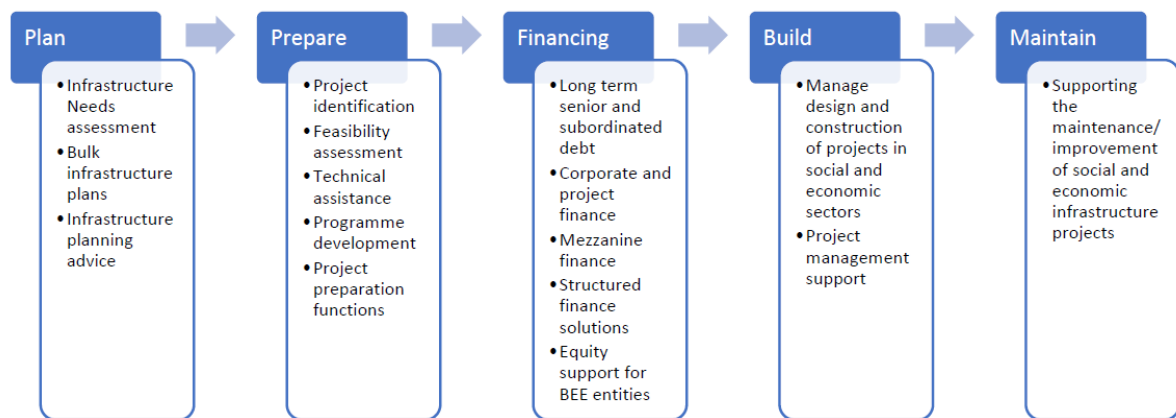


FIGURE 1: DBSA VALUE CHAIN

South Africa has concluded various binational and trade agreements with countries across the continent to support broader regional integration in line with the SADC (Southern African Development Community) Integrated Infrastructure Development Plan, the Programme for Infrastructure Development in Africa (PIDA) and AU (African Union) Africa Agenda 2063. The regional development and integration strategy of the DBSA is aimed at both SADC and the rest of Africa.

### 1. Background and Context

DBSA has a disaster recovery services contract with a service provider which is ending effective February 2025. DBSA runs a hybrid environment with most of its services hosted On-Premise and a few in MS Azure. The current contract caters for DBSA ICT Backup, Restore, Disaster Recovery, Business Continuity and other related services for the on-premise environment. The DBSA now requires a new agreement with a service provider who is able to provide disaster recovery as service for On-Premises. The DBSA expects the appointed bidder to provide a DRaaS with similar or more services compared to the current ICT Backup, Restore, Disaster Recovery and other related services.

The following factors must be taken into consideration when responding to the DBSA requirements as contained in this terms of reference:

- DBSA is currently running a hybrid hosting environment, which includes On-Premises (majority) and MS Azure Cloud Workloads (few). DBSA is constantly migrating new and existing services to the MS Azure in accordance with the DBSA Digital and Cloud Migration Strategy. This means, bidders should take into consideration the migration of current systems from On-premises to the Cloud in the future.
- Failover strategies, in the event of a disaster recovery event, must accommodate for remote access of DBSA services.
- The new Backup solution will be integrated into the CISCO Nutanix HCI.
- The DBSA is currently running its server and storage infrastructure on the CISCO HyperFlex platform. However, this environment is reaching end of life in February 2025. DBSA will therefore be migrating its workloads to a new Cisco UCS Hyperconverged infrastructure with Nutanix. The migration has to be concluded before EOL of the HyperFlex.
- DBSA utilizes Hyper-V for virtualization for the On-Premises Server environment. This will be replaced by Acropolis Hypervisor (AHV) when the environment is migrated to Nutanix.
- The Figure 2 below depicts the current DBSA Backup & Restore conceptual architecture design based on the Hyperflex environment:

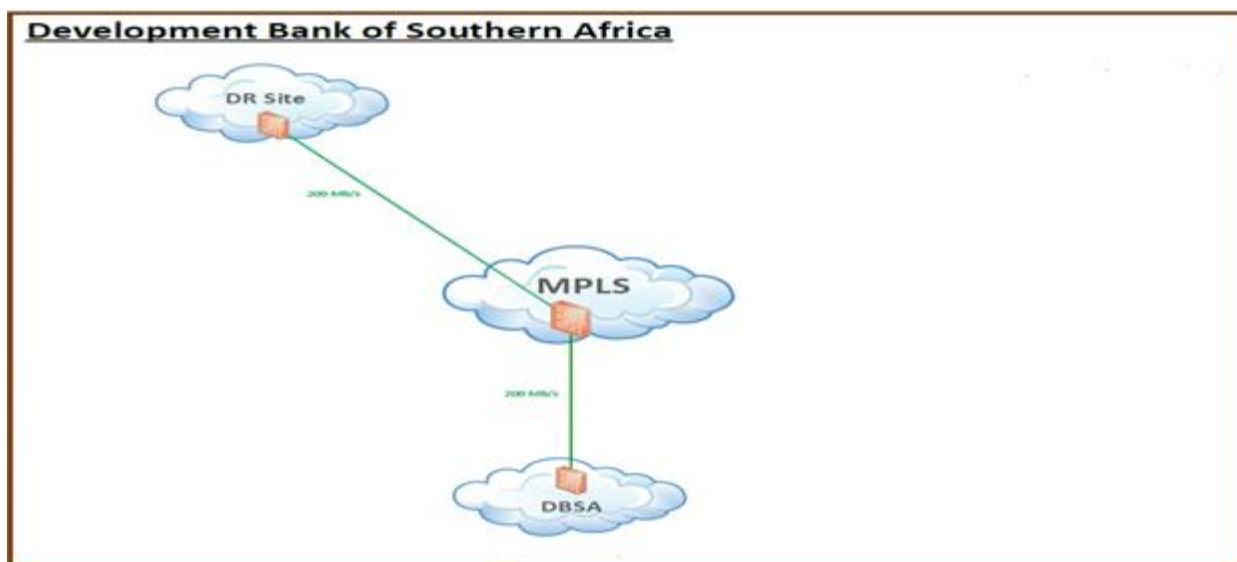


FIGURE 2: DBSA HIGH LEVEL NETWORK ARCHITECTURE

- The current Service Provider provides, among others; a work site (25 seats) with appropriate facilities to provide business continuity in the event of a disaster which renders the Bank's facilities unavailable. Included in this facility is an IT capability which is suitable and allows for the Bank's systems to be recovered and operated indefinitely.
- The Bank is open to cloud-based options.

## 2. Objectives

The DBSA expects the following objectives to be met with the provision of a DRaaS solution:

- Provision of a DRaaS solution with similar or additional services addressing the DBSA hybrid environment requirements.
- Have a workable and effective failover strategy to the proposed DR environment.
- Integrate the new backup solution with the current Cisco HyperFlex Hyperconverged Infrastructure solution until DBSA has fully migrated to the Cisco Compute Hyperconverged with Nutanix platform.
- Replication of DBSA critical services to the proposed DR environment.
- Make provision for at least 500MB data line for data transfer between the DBSA main site and the proposed DR site.
- Outline the Security Appliances or Software used at the DR Site to isolate and protect the network from vulnerabilities that will also guarantee the safety of DBSA services and data during a DR invocation.

### 3. Scope of Work

DBSA seeks to appoint a single reputable service provider for a period of 36 months (3 years) to provide DRaaS which includes the following:

- 4.1. ICT Backup and Systems Restore.
- 4.2. Data storage and replication.
- 4.3. Archiving and retrieval.
- 4.4. Disaster Recovery.
- 4.5. Business continuity.
- 4.6. Support based on SLA.
- 4.7. Network, Bandwidth and Connectivity to the DBSA network infrastructure.
- 4.8. Training and Skills Transfer.
- 4.9. DBSA Access to the DRaaS site as and when required.
- 4.10. Remote monitoring of the environments.
- 4.11. Migration of the current DR including data from the existing service provider if necessary
- 4.12. Provide support which includes planned, migration, restore or ad-hoc and related services.
- 4.13. Pricing models and detail that show basic charges for connectivity, tools, storage, processing, etc.
- 4.14. Provide a failover to the proposed DR site in the event of invocation.
- 4.15. Ensure compatibility of the DRaaS solution into the CISCO Nutanix HCI.

### 4. Requirements

- 5.1. The bidder must clearly document how their DRaaS solution functions, including how it will factor in the current and new environments the DBSA will be migrating to.
- 5.2. The bidder must clearly document how data is replicated to the DRaaS environment.
- 5.3. The bidder must clearly document how their own Disaster Recovery procedures and solution operate and what, if any, are the potential impacts to the DRaaS environment of the customer.
- 5.4. The bidder must document all service tiers, along with associated RTO and RPO targets, tier pricing and daily resource usage charges.
- 5.5. The bidder should clearly indicate if it has other IaaS offerings. These service offerings and how it works must be clearly documented, including whether those offerings are tied to the DRaaS solution or not.
- 5.6. The bidder must clearly document how backup, restore and archival services are performed.
- 5.7. The bidder must prove scalability of their services and infrastructure and that they can support any changing and growing needs DBSA may have.
- 5.8. The bidder must be forthright about the size of their existing production customer base and the number of actual declarations that the bidder has supported over the past year.

## 5. Functional Requirements

The Service Provider will be evaluated against, among others; their responses in how they will address the requirements defined in this section.

### 5.1. ICT Backup, Restore, Replication and Storage

Req ID	Requirement Description
FR6.1.1	<ul style="list-style-type: none"> <li>• Number of Servers:               <ul style="list-style-type: none"> <li>○ The solution must accommodate at least 130 Virtual Machines and expected growth within the DBSA server ON-Prem.</li> </ul> </li> </ul>
FR6.1.2	<ul style="list-style-type: none"> <li>• Operating Systems:               <ul style="list-style-type: none"> <li>○ The solution must cater for servers with various OS. The current server environment runs on Windows and Open source supported versions.</li> </ul> </li> </ul>
FR6.1.3	<ul style="list-style-type: none"> <li>• Databases:               <ul style="list-style-type: none"> <li>○ The solution must cater for various Database versions.</li> </ul> </li> </ul>
FR6.1.4	<ul style="list-style-type: none"> <li>• Messaging:               <ul style="list-style-type: none"> <li>○ The solution must be application aware for MS Exchange and other components</li> </ul> </li> </ul>
FR6.1.5	<ul style="list-style-type: none"> <li>• Backup and Replication:               <ul style="list-style-type: none"> <li>○ At least 130 number of critical servers will need to be replicated daily on predefined schedules.</li> </ul> </li> </ul>
FR6.1.6	<ul style="list-style-type: none"> <li>• Virtual Machines Backup:               <ul style="list-style-type: none"> <li>○ The current DBSA virtual machine size is at least 60Tib on average and is estimated to grow at a rate of roughly 5% per year. The solution must be able to cater for the following:                   <ul style="list-style-type: none"> <li>▪ Daily incremental backups.</li> <li>▪ Weekly full backups.</li> <li>▪ Monthly archiving of data using latest reliable technology.</li> </ul> </li> <li>○ Describe how sufficient storage will be made available for incremental data replication from primary site to DR site.</li> <li>○ Describe the service provider's own backup and DR strategy.</li> </ul> </li> </ul>
FR6.1.7	<ul style="list-style-type: none"> <li>• Testing:               <ul style="list-style-type: none"> <li>○ Provide a detailed test DR strategy.</li> <li>○ DBSA requires monthly DR testing to be conducted and reported. The service provider must demonstrate how this will be managed.</li> </ul> </li> </ul>
FR6.1.8	<ul style="list-style-type: none"> <li>• Infrastructure:               <ul style="list-style-type: none"> <li>○ Provide a complete description of the proposed infrastructure, including quantities, configuration and models of equipment, applications, types of data storage, memory, CPU/servers, network, storage and security appliances used to support the DRaaS solution.</li> <li>○ Describe scalable infrastructure capacity provisioning of the service provider in the event all clients of the service provider simultaneously executing and demanding 100% of its infrastructure.</li> </ul> </li> </ul>

TABLE 2: ICT BACKUP, RESTORE, REPLICATION AND STORAGE REQUIREMENTS

### 5.2. Disaster Recovery



Req ID	Requirement Description
FR6.2.1	<ul style="list-style-type: none"> <li>• High Availability:               <ul style="list-style-type: none"> <li>○ Describe how the DR site will provide for all business-critical systems that can also be used for “High Availability.”</li> </ul> </li> </ul>
FR6.2.2	<ul style="list-style-type: none"> <li>• Use as Production site:               <ul style="list-style-type: none"> <li>○ Describe how the DR site can be emulated as a production site in the event we experience total service outage in the DBSA campus site.</li> <li>○ Describe how a full DR invocation will be managed in the event of the following scenario happening at DBSA campus site i.e., Fire, Earthquake, or any destruction that will prevent DBSA campus site to be accessible</li> </ul> </li> </ul>
FR6.2.3	<ul style="list-style-type: none"> <li>• Connectivity Restoration:               <ul style="list-style-type: none"> <li>○ Describe how the proposed solution will make it possible to restore connectivity within a defined and reasonable SLA.</li> <li>○ Describe how the DR site will cater for redundant, resilient network connectivity.</li> </ul> </li> </ul>
FR6.2.4	<ul style="list-style-type: none"> <li>• Data Archiving and Reliability:               <ul style="list-style-type: none"> <li>○ Describe how the solution will provide for a secure environment for data archiving, integrity, and reliability.</li> <li>○ Describe how historical backups and archives will be catered for and transferred to the solution.</li> </ul> </li> </ul>
FR6.2.5	<ul style="list-style-type: none"> <li>• Access to Site and Data:               <ul style="list-style-type: none"> <li>○ Describe how physical access, if necessary; to the DR site is managed, as well as logical access to backed up data.</li> </ul> </li> </ul>
FR6.2.6	<ul style="list-style-type: none"> <li>• Process and Policy Alignment:               <ul style="list-style-type: none"> <li>○ Describe how alignment of both DBSA and DR site internal processes and policies will be achieved in relation to but not limited to the DBSA ICT Security Policy, ICT Acceptable Use Policy and DBSA Corporate ICT Recovery Plan.</li> </ul> </li> </ul>
FR6.2.7	<ul style="list-style-type: none"> <li>• Data Backup:               <ul style="list-style-type: none"> <li>○ Describe how the proposed solution will be able to backup on-premise data.</li> </ul> </li> </ul>
FR6.2.8	<ul style="list-style-type: none"> <li>• Nutanix Integration:               <ul style="list-style-type: none"> <li>○ Describe how the solution will be work with both Cisco Hyperflex and Cisco HCI with Nutanix.</li> </ul> </li> </ul>

TABLE 3: DISASTER RECOVERY REQUIREMENTS

### 5.3. Business Continuity

Req ID	Requirement Description
FR6.3.1	<ul style="list-style-type: none"> <li>• Location: <ul style="list-style-type: none"> <li>○ Describe how the DR site location(s) and distance(s) as well as power grid and parking will meet all the work area recovery requirements should it be required.</li> </ul> </li> </ul>
FR6.3.2	<ul style="list-style-type: none"> <li>• Number of Seats: <ul style="list-style-type: none"> <li>○ Describe how the DR site meets the required number of minimum 25 seats (maximum 35 seats) for roles identified as part of DBSA's Business Impact Assessment and how the seats will be allocated.</li> <li>○ Describe how additional seating or additional space can be made available should it be required.</li> </ul> </li> </ul>
FR6.3.3	<ul style="list-style-type: none"> <li>• Boardroom Facilities: <ul style="list-style-type: none"> <li>○ Describe how the DR site will provide for emergency Boardroom facilities for Executive leadership.</li> <li>○ Describe how the DR site will provide for Boardroom facilities to accommodate meetings by senior and crisis leadership.</li> <li>○ Describe how the DR site will cater meetings rooms when required.</li> </ul> </li> </ul>
FR6.3.4	<ul style="list-style-type: none"> <li>• Regulatory and Standards Compliance: <ul style="list-style-type: none"> <li>○ Describe how the DR site complies with relevant legislation and regulations including health and safety, physical security, information security, facilities, etc.</li> <li>○ Describe and provide evidence of standards adopted as best practise or accreditation.</li> </ul> </li> </ul>
FR6.3.5	<ul style="list-style-type: none"> <li>• Invocation Process: <ul style="list-style-type: none"> <li>○ Describe and provide evidence of how a full invocation was managed from response, recovery, restore and failback to production.</li> <li>○ Provide evidence of the actual incident and management protocols followed.</li> </ul> </li> </ul>
FR6.3.6	<ul style="list-style-type: none"> <li>• Data Migration: <ul style="list-style-type: none"> <li>○ Migrate data from the current service provider DR infrastructure to the new DR solution.</li> </ul> </li> </ul>

TABLE 4: BUSINESS CONTINUITY REQUIREMENTS

### 5.4. Support, Procedures and Service Level Agreements (SLA)

Req ID	Requirement Description
FR6.4.1	<ul style="list-style-type: none"> <li>• Number of DR Tests: <ul style="list-style-type: none"> <li>○ At least quarterly DR simulations per year required at the discretion of DBSA. Describe how the service provider will support these tests including the supporting processes and procedures. Please also indicate the minimum time that is required for each test.</li> <li>○ Also indicate processes, procedures and timing to make infrastructure resources to make available the necessary environment in the event of DR.</li> </ul> </li> </ul>
FR6.4.2	<ul style="list-style-type: none"> <li>• Own DR Procedures: <ul style="list-style-type: none"> <li>○ Describe the service provider's own DR procedures and capabilities in the event the service provider's hosting/datacentre site encounters a disaster. This should include mitigating measures for network, power, cooling, etc.</li> </ul> </li> </ul>

<b>FR6.4.3</b>	<ul style="list-style-type: none"> <li>• Failover Execution: <ul style="list-style-type: none"> <li>○ Describe the procedures for DBSA to execute fail over into the DRaaS location.</li> <li>○ Demonstrate how the Service Provider will be able to mimic DBSA Production Site in the event of total disaster at DBSA main site.</li> </ul> </li> </ul>
<b>FR6.4.4</b>	<ul style="list-style-type: none"> <li>• Third Parties: <ul style="list-style-type: none"> <li>○ Provide details if service provider is not solely responsible for elements of the solution including procurement, configuration, management, operation, monitoring, maintenance and alerting of all hosting systems.</li> </ul> </li> </ul>
<b>FR6.4.5</b>	<ul style="list-style-type: none"> <li>• Call Logging: <ul style="list-style-type: none"> <li>○ Describe access requests and procedures, tools and applications that are required for DBSA resources request a service using either the service provider’s service portal or a request ticket.</li> <li>○ Describe the process for how requests, approval and validation will be conducted, communicated and managed.</li> </ul> </li> </ul>
<b>FR6.4.6</b>	<ul style="list-style-type: none"> <li>• Infrastructure Changes: <ul style="list-style-type: none"> <li>○ Provide details on how relevant infrastructure and/or toolset changes as well as downtime (emergency or planned) requirements will be communicated to DBSA (sufficient time for DBSA to review and to provide input needs to be made available prior to implementation).</li> </ul> </li> </ul>
<b>FR6.4.7</b>	<ul style="list-style-type: none"> <li>• Monitoring and Notifications: <ul style="list-style-type: none"> <li>○ Provide details for the fault tolerance, monitoring, alerting and notification processes for any hardware and power solutions that may affect DBSA (e.g., UPS, battery and server clustering). The Service Provider must provide DBSA with details on how to access such monitoring.</li> </ul> </li> </ul>
<b>FR6.4.8</b>	<ul style="list-style-type: none"> <li>• Access and Availability: <ul style="list-style-type: none"> <li>○ Provide a single point of contact for all incident, problem issues on a 7/24/365 basis including weekends and public holidays.</li> </ul> </li> </ul>
<b>FR6.4.9</b>	<ul style="list-style-type: none"> <li>• Participation in Projects: <ul style="list-style-type: none"> <li>○ Provide details of how support will be provided for projects that may impact the backup, restore, disaster recovery and/or business continuity including but not limited to migration to Cloud.</li> </ul> </li> </ul>
<b>FR6.4.10</b>	<ul style="list-style-type: none"> <li>• Service Level Agreement: <ul style="list-style-type: none"> <li>○ Describe the standard Service Levels Agreement (SLA) as part of this proposal and how it will be measured and reported with an example. Please note that final SLA’s will be determined as part of contract negotiations.</li> </ul> </li> </ul>

TABLE 5: SUPPORT, PROCEDURES AND SLA REQUIREMENTS

## 5.5. Network, Bandwidth and Connectivity

Req ID	Requirement Description
FR6.5.1	<ul style="list-style-type: none"> <li>• Connectivity and Availability:               <ul style="list-style-type: none"> <li>○ Clearly document the type of connectivity offered as part of the solution.</li> <li>○ Provide details how additional connectivity/bandwidth usage is managed/ handled when the DBSA needs to utilise the DRaaS solution.</li> <li>○ Sufficient connectivity and bandwidth must be available at the DR site.</li> <li>○ Describe how the solution will be always available to manage DBSA 100% peak demand and scalability that may be required.</li> <li>○ Describe how the solution will allow for deployment of configuration changes once the DRaaS infrastructure has been provisioned.</li> <li>○ Describe and demonstrate how DBSA Data will be secured during DR simulation.</li> <li>○ Describe what firewalls and security technologies are used to safeguard DBSA network during a full DR simulation.</li> <li>○ The proposed DR solution must align to DBSA standards.</li> <li>○ Provide Internet breakout services.</li> <li>○ Provide at least 500Mbps Internet speed.</li> <li>○ Indicate whether the proposed DR solution can provide various VPN options to support seamless connections. Provide a list of VPN connections.</li> </ul> </li> </ul>

TABLE 6: NETWORK, BANDWIDTH AND CONNECTIVITY REQUIREMENTS

## 5.6. Managed Application Recovery (MAP) (Run Books)

Req ID	Requirement Description
FR6.6.1	<ul style="list-style-type: none"> <li>• Ensure application-level recovery via automated runbooks making use of technology mechanisms such as hypervisor-based replication, continuous data protection and Microsoft Volume Shadow Copy Service (VSS) for application-consistent recovery points.</li> </ul>
FR6.6.2	<ul style="list-style-type: none"> <li>• Provide a means in the form of software to automate and orchestrate technical recovery run books.</li> </ul>
FR6.6.3	<ul style="list-style-type: none"> <li>• Assist the DBSA in documenting it's a detailed breakdown of the required steps for response, recovery documented down to the specific command-line recovery details in a run book.</li> </ul>
FR6.6.4	<ul style="list-style-type: none"> <li>• Provide an operational run book for each key and critical application.</li> </ul>

TABLE 7: MAP (RUN BOOKS)

## 5.7. Ransomware and Malware

Req ID	Requirement Description
FR6.7.1	<ul style="list-style-type: none"> <li>• Provide ransom and malware add-on services, including but not limited to;               <ul style="list-style-type: none"> <li>○ detect and respond.</li> <li>○ restore and scan.</li> <li>○ rebuild and reconstitute.</li> </ul> </li> </ul>
FR6.7.2	<ul style="list-style-type: none"> <li>• Ensure applications are appropriately prioritised during ransomware and malware attacks based on the DBSA BIA results including recovery strategy options such as;               <ul style="list-style-type: none"> <li>○ Isolated Recovery Environment (IRE).</li> <li>○ Production.</li> <li>○ Alternative Data Center (DC) Location</li> </ul> </li> </ul>
FR6.7.3	<ul style="list-style-type: none"> <li>• Ensure a detailed Ransomware and Malware Plan is finalised based on DBSA recovery requirements, including but not limited to;               <ul style="list-style-type: none"> <li>○ stopping an attack from executing and propagating.</li> <li>○ conducting a detailed Forensic Analysis.</li> <li>○ remediation.</li> <li>○ recovery of foundational infrastructure.</li> <li>○ a dedicated Isolated Recovery Environment (IRE).</li> <li>○ migration of systems out of IRE back to Production.</li> </ul> </li> </ul>

TABLE 8: RANSOMWARE AND MALWARE

## 5.8. Capabilities Roadmap

Req ID	Requirement Description
FR6.8.1	<ul style="list-style-type: none"> <li>• Provide assistance to create, draft and evolve a high-level disaster recovery roadmap in the form of a multi-year capabilities roadmap.</li> </ul>

TABLE 9: CAPABILITIES ROADMAP

## 5.9. Anomaly Detection

Req ID	Requirement Description
FR6.9.1	<ul style="list-style-type: none"><li>• Provide anomaly detection strategies, plans, procedures and software to automatically identify, isolate and solve data and application anomalies that might result in data loss or application down-time.</li></ul>
FR6.9.2	<ul style="list-style-type: none"><li>• Provide multiple layers of failure detection as part of the managed services offering.</li></ul>
Fr6.9.3	<ul style="list-style-type: none"><li>• Provide a means to automatically recover from any detected data, application, or any other anomaly without human intervention or prevent calling a failing service.</li></ul>

TABLE 10: ANOMALY DETECTION

## 5.10. Latency

Req ID	Requirement Description
FR6.10.1	<ul style="list-style-type: none"><li>• Ensure all native cloud applications are latency-aware to ensure resistance to system overload.</li></ul>
FR6.10.2	<ul style="list-style-type: none"><li>• Provide a strategy and plan to reduce network and data latency between the data centre and disaster recovery site which must include data transfer, acceleration, strong encryption and mitigated latency procedures.</li></ul>

TABLE 11: LATENCY

## 5.11. Dependency Mapping

Req ID	Requirement Description
FR6.11.1	<ul style="list-style-type: none"> <li>• Provide assistance in identifying and mapping dependencies taking on a risk-based approach based on cloud failure modes.</li> <li>• The following elements are to be considered but not limited to all;               <ul style="list-style-type: none"> <li>○ business functions.</li> <li>○ facilities</li> <li>○ workforces</li> <li>○ applications.</li> <li>○ ICT services.</li> <li>○ third parties.</li> <li>○ hardware.</li> <li>○ vital records.</li> <li>○ cloud elements forming part of the proposed solution.</li> <li>○ server elements.</li> <li>○ middleware components.</li> <li>○ databases.</li> <li>○ cloud services.</li> <li>○ cloud orchestration.</li> <li>○ cloud configuration.</li> <li>○ cloud tooling.</li> </ul> </li> </ul>
FR6.11.2	<ul style="list-style-type: none"> <li>• Ensure that dependency mapping leads to a smooth transition in the event of a declaration of a regional failover</li> </ul>

TABLE 12: DEPENDENCY MAPPING

## 5.12. Training and Skills Transfer

Req ID	Requirement Description
FR6.6.1	<ul style="list-style-type: none"> <li>• Skills Transfer Plan:               <ul style="list-style-type: none"> <li>○ Provide skills transfer plan to capacitate DBSA ICT staff on the implemented technology.</li> <li>○ Provide details on the extent which the service provider will provide training for DBSA staff in the use and management of the service.</li> </ul> </li> </ul>

TABLE 13: TRAINING AND SKILLS TRANSFER REQUIREMENTS

## **6. Competency and Expertise Requirements**

The service provider must be able to demonstrate the experience, knowledge, and skills to successfully and reliably provide the DRaaS solution. The proposal should include the following:

### **6.1. Accreditation and Certification**

Certification and qualification on the proposed technologies is required to demonstrate competency.

### **6.2. Company Overview**

A brief outline of the Service Provider's experience as well as pertinent corporate details including full legal company name; the year the business was established; and the number of people currently employed.

### **6.3. Company Experience**

The service provider must have an implementation experience of at least three (3) similar projects completed in the last five (5) years.

## **7. Project Reporting Requirements**

The successful bidder will report to the relevant project governance structures based on the DBSA project methodology as indicated below:

- The service provider will report to the DBSA ICT Head: ICT Infrastructure or delegated personnel.
- The service provider will be expected to conclude an SLA with the DBSA and report regularly as proposed by the ICT Head: ICT Infrastructure or delegated personnel with regards to the performance of the SLA.
- The service provider will be expected to engage regularly with the DBSA ICT Operations/ Technical teams, as per the schedule and deliverables that will be agreed between the parties.
- The service provider will be expected to avail the environment to periodic audit to validate the services being offered.
- The service provider will be expected to conduct quarterly vulnerability and threat assessments and a quarterly report on their business continuity capability.



## 8. Pricing, Contracts and Payment Terms

- **Payments:** Payment will be made within 30 days of the achievement of the specific work deliverables and milestones as agreed within the Project Scope of Work.
- **Agreed Fees:** The service provider shall be required to undertake the assignment within the agreed fee set as per the proposal and no increase in fees or upfront payment of fees for work not completed will be negotiated.
- **Foreign Exchange Rates:** The service provider is expected to account and take into consideration any fluctuations in foreign exchange rates.
- **Project Costs:** The service provider shall provide the total fixed price for the project based on the Scope of Work.
- **Pricing Proposal:** The service provider shall provide their pricing proposal based on the completion of the scope of work.

## 9. Minimum Proposal Requirements

The qualifying criteria a service provider must meet include:

Functional and Technical Evaluation		Total Score	100
		Minimum Threshold	70
Price & BEE		Price	80
		BEE	20

TABLE 14: FUNCTIONAL AND TECHNICAL EVALUATION

## 10. Stage 2 - Functional and Technical Criteria

Functional evaluation criteria are structured in three stage gates as indicate below:

No	Stage Gate	Stage Gate Description
1	Stage Gate 1(a)	Functional evaluations: a minimum score threshold score of 70% or higher out of 100 (56 / 80 points) is required to be considered for demonstrations.
2	Stage Gate 1(b)	Presentations and site visits: a minimum score threshold of 70% or higher out of 100 (14 / 20 points) is required to be considered for price and preference.
3	Stage Gate 2	A combined overall minimum score of 70% or higher out of 100 (functional evaluation – 56 points including demonstration – 14 points) is required to progress to the Price and Preference evaluation.

TABLE 15: STAGE GATES

## Stage Gate 1(a)

Section	Evaluation Criteria	Points Allocation	Weight
1	<p><b><u>Company Track Record and Experience</u></b></p> <p>The bidder must provide an indication of its track record of implementing the same or similar solution at other companies and the number of years of experience it has implementing the same or similar solution</p>	<p>No company track record and experience information provided = <b>0</b> points</p> <p>Bidder company information shows a weak track record and shows minimal experience in implementing the same or similar solutions = <b>3</b> points</p> <p>Bidder company information shows an acceptable track record and shows the required experience in implementing the same or similar solutions = <b>7</b> points</p> <p>Bidder company information shows an exceptional track record and shows more than the required experience in implementing the same or similar solutions = <b>10</b> points</p>	<b>10</b>
2	<p>The bidder must provide at least (3) contactable and referenceable clients and their contact details on signed company letterheads where the same or similar services were provided.</p> <ul style="list-style-type: none"> <li>• Information must include; <ul style="list-style-type: none"> <li>○ (1), the scope or services provided and,</li> <li>○ (2) the value and impact of such work.</li> </ul> </li> </ul>	<p>No reference letter information provided = <b>0</b> points</p> <p>Bidder provides one relevant reference where DRaaS was successfully implemented = <b>1</b> points (max)</p> <p>Bidder provides two relevant reference where DRaaS was successfully implemented = <b>3</b> points (max)</p> <p>Bidder provides three or more relevant reference where DRaaS was successfully provided = <b>5</b> points (max)</p>	<b>5</b>
3	<p><b><u>Implementation Plan</u></b></p> <p>The bidder must provide and outline in a detailed project implementation plan the steps it will take for initial setup and migration from current service provider.</p> <ul style="list-style-type: none"> <li>• The implementation plan must include the following: <ul style="list-style-type: none"> <li>○ project methodology,</li> <li>○ project plan/schedule,</li> <li>○ project start and end dates,</li> <li>○ major activities,</li> <li>○ milestones,</li> <li>○ critical path,</li> <li>○ skills and knowledge transfer strategy and plan,</li> <li>○ testing strategy and plan</li> <li>○ cutover strategy and plan</li> </ul> </li> </ul>	<p>No project implementation plan and details provided = <b>0</b> points</p> <p>Generic implementation plan and details provided (must not exceed 4 months) = <b>5</b> points</p> <p>Semi detailed implementation plan and details provided (must not exceed 4 months) = <b>10</b> points</p> <p>Detailed implementation plan and details provided (must not exceed 4 months) provided = <b>15</b> points</p>	<b>15</b>

<b>4</b>	<p><b><u>Functional Requirements</u></b></p> <p>The bidder must describe, discuss, and/or detail the solution/proposal to meet and conform to ALL functional requirements as specified in this Terms of Reference (ToR), including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Providing DRaaS services such as ICT Backup and systems restore, data storage and replication, archiving and retrieval</li> <li>• Disaster Recovery, Business continuity</li> <li>• Support based on SLA</li> <li>• Network, Bandwidth and Connectivity</li> <li>• Training and Skills Transfer</li> <li>• DBSA Access to the DRaaS site as and when required</li> <li>• Remote monitoring of the environments</li> <li>• Migration of the current DR including data from the existing service provider if necessary</li> <li>• Provide support which includes planned, migration, restore or ad hoc and related services by providing at least</li> </ul>	<p>No functional requirements information provided = <b>0</b> points</p> <p>Bidder's response to functional requirements lacks substance on how functional requirements will be addressed = <b>10</b> points</p> <p>Bidder's response to functional requirements is very generic and does not address functional requirements directly = <b>20</b> points</p> <p>Bidder's response to functional requirements is inadequate and incomplete but does address most functional requirements directly = <b>30</b> points</p> <p>Bidder's response to functional requirements is adequate and complete but does address all functional requirements directly = <b>40</b> points</p>	<b>40</b>
<b>5</b>	<p><b><u>Resource Experience</u></b></p> <p>The bidder must provide details of the resources that will be deployed to the DBSA to implement and support the DRaaS solution.</p> <p>Resource profiles must be in the form of a resume for each resource (not more than 4 pages). CV's must include full names, summary of skills, summary of competencies and summary of qualification and certifications for the proposed technologies .</p>	<p>No resource experience information provided = <b>0</b> points</p> <p>Inefficient and irrelevant resource information experience and qualifications provided = <b>3</b> points</p> <p>Inadequate and incomplete resource information experience and qualifications provided = <b>7</b> points</p> <p>Adequate and complete resource information experience and qualifications provided = <b>10</b> points</p>	<b>10</b>
<b>Total Weight</b>			<b>80</b>
<b>Threshold</b>			<b>70%</b>
<b>Points</b>			<b>56</b>

TABLE 16 SUB-QUALIFYING CRITERIA STAGE GATE 1 (A)

Stage Gate 1 (a) – Functional evaluations: a minimum score threshold of 70 or higher out of 100 (56 / 80 points) is required to be considered for demonstrations and site visits.

## Stage Gate 1(b)

Section	Evaluation Criteria	Points Allocation	Weight
8	Provide a presentation based on the following criteria: d. Proposed Solution e. Company profile f. All functional requirements References	No demo or irrelevant demo provided = <b>0</b> points Demo addresses functional requirements only partially = <b>5</b> points (max) Demo addresses all functional requirements fully = <b>10</b> points (max)	<b>10</b>
9	Conducted a site visit or visits to demonstrate a successful fully functional solution based on all functional requirements.	No site visit or visits or irrelevant site visit conducted = <b>0</b> points Site visit or visits reflected functional requirements only partially = <b>5</b> points Site visit or visits reflected functional requirements fully = <b>10</b> points	<b>10</b>
<b>Total Weight</b>			<b>20</b>
<b>Threshold</b>			<b>70%</b>
<b>Points</b>			<b>14</b>

TABLE 17: SUB-QUALIFYING CRITERIA STAGE GATE 1 (B)

Stage Gate 1 (b) - Demonstrations and site visits: a minimum score threshold of 70 or higher out of 100 (14 / 20 points) is required to be considered for price and preference.

## 11. Information Supplied by the DBSA

The DBSA will provide the appointed DRaaS service provider access to the following roles for assistance for the duration of the contract period:

Role	Description
<b>Delivery Manager</b>	Responsible for managing the solution delivery and SLA from a DBSA perspective. The Delivery Manager is a role one of the Heads in ICT fulfil depending on the nature of the solution.
<b>Enterprise Architect</b>	Responsible for providing guidance on the architecture requirements, standards, deliverables, artefacts, methodology, framework, and governance of the DBSA
<b>ICT Governance Specialist</b>	Responsible for ensuring the appropriate incorporation of DBSA processes and reporting requirements.
<b>Infrastructure Specialist</b>	Responsible for assisting with regards to infrastructure requirements, including servers, networks, and cabling
<b>Security Specialist</b>	Responsible for all ICT security-related matters
<b>Network Specialist</b>	Responsible for the administration of the DBSA network environment.

TABLE 18: DBSA SUPPORTING ROLES

## 12. Reservations

The DBSA expressly reserves the following rights:

- ✓ To appoint more than one service provider.
- ✓ To waive any or all irregularities in the proposals submitted.
- ✓ To retain the right not to select any service provider.
- ✓ To cancel the request for proposals.

## 13. Confidentiality and Intellectual Property

Information contained in this Request for Proposals is confidential and is the property of the DBSA. Similarly, the Bank shall hold all property rights such as copyright, patents and registered trademarks on matters related to or derived from the work carried out through this contract.

## ANNEXURE A

### PRICING SCHEDULE

**(Note: This page must be separated from the pre-qualifying and functional proposal. Failure to separate this, will lead to disqualification of the bid)**

This template must be completed in full and included to Pricing Proposal submitted.

The expectations for pricing and contract options of this proposal are outlined below:

- The expected contract period is three (3) years. A separate schedule must be proposed with three (3) years pricing categorized yearly (with any expected escalations). See Pricing Table provided below.
- Service providers should clearly document contract termination options and charges.
- Service providers should provide complete “packaged” pricing for infrastructure provisioning and services for Disaster Recovery capability as described in the requirements above.
- Storage costs must be clearly articulated.
- Standard DRaaS pricing for base services must be clearly documented along with the costs associated with spinning up servers (the Pay-as-You-Go or Pay-as-You-Use model).
- Service Providers must provide tiered pricing for the various services offered in a DRaaS model where available.
- Complete network access and use pricing must be detailed in the proposal response, including any costs associated with variable bandwidth (burst) usage with minimum/maximum bandwidth pricing tiers.
- Operational pricing must be expressed as baseline minimums with incremental tiered cost for increased consumption of infrastructure to accommodate growth.
- Service providers must provide pricing based on the items below and ensuring that all elements of the scope are addressed:
  - Provision of backup, restoration, replication, and storage
  - Data archiving and retrieval,
  - Disaster recovery,
  - Invocation,
  - Testing,
  - Business continuity,
  - Support, Procedures and SLAs,
  - Network, Bandwidth and Connectivity,
  - Training and skills transfer.
- Payment terms will be negotiated and agreed with the winning service provider during contracting.
- The service provider must utilize the table below as base for pricing:

Disaster Recovery Pricing (Recurring)				
Service Description	Pricing (ZAR)			
	Once-Off Non-Recurring Costs (if Applicable)	Year 1 Monthly Recurring Costs x 12 to consolidate into Yearly Recurring Costs (if Applicable)	Year 2 Monthly Recurring Costs x 12 to consolidate into Yearly Recurring Costs (if Applicable)	Year 3 Monthly Recurring Costs x 12 to consolidate into Yearly Recurring Costs (if Applicable)
Provision of Backup, Restore, Replication and Storage				
Disaster Recovery				
Business Continuity (max 35 seats)				
Equipment (if any)				
Software (if any)				
Installation and Setup (if any)				
Support, Procedures and SLAs				
Network, Bandwidth and Connectivity				
Invocation				
Testing				
Data Migration				
Other (if any)				
<b>Sub-Total Price</b>				
<b>VAT @ 15%</b>				
<b>Grant Total Price</b>				

TABLE 19: DISASTER RECOVERY PRICING (RECURRING)

**NOTE:** \*Any yearly escalations (if applicable) should be included as well as list pricing details.



Professional Pricing (Implementation)				
No	Code	Activity	QTY	Price (ZAR)
1.0		DR Solution Requirements Development	1	
1.1		DR Solution Design Development	1	
1.2		DR Test Plan Development	1	
1.3		DR Implementation Execution	1	
1.4		Dr Testing Execution	1	
1.5		DR Migration Plan Development	1	
1.6		DR Migration Execution	1	
1.7		DR Post Migration Support	1	
1.8		DR Knowledge Transfer	1	
		<b>Price</b>		
		<b>VAT</b>		
		<b>Total Price</b>		

TABLE 20: PROFESSIONAL PRICING (IMPLEMENTATION)

## CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Information contained in this Request for Proposals is confidential and is the property of the DBSA. Similarly, the Bank shall hold all property rights such as copyright, patents and registered trademarks on matters directly related to or derived from the work carried out through this contract.

**(Note: This page must be separated from the pre-qualifying and functional proposal. Failure to separate this, will lead to disqualification of the bid)**

**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:

**RFP199/2024: PROVISION OF DRAAS FOR ICT BACKUP, RESTORE, DISASTER RECOVERY AND BUSINESS CONTINUITY**

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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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 institution in relation to this

<sup>2</sup> 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.

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.

**SBD 4**

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:

	<b>POINTS</b>
<b>PRICE</b>	80/90
PREFERENCE POINTS	20/10
<b>Total points for Price and Preference Points</b>	<b>100</b>

- 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

#### 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:

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

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

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

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

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.

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b> .....</p> <p><b>SURNAME AND NAME:</b> .....</p> <p><b>DATE:</b>.....</p> <p><b>ADDRESS:</b>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
---

**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	<p><b>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?</b> (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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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:

<b>Item</b>	<b>YES</b>	<b>NO</b>
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](mailto:dbsa@whistleblowing.co.za)  
Free Post : Free Post KZN 665 | Musgrave | 4062  
SMS : 33490