

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP083/2022
NON-COMPULSORY BRIEFING SESSION - VIRTUAL	08 APRIL 2022 at 12:00pm. Click here to join the meeting
CLOSING DATE:	15 APRIL 2022
CLOSING TIME:	23H55 via ONE DRIVE LINK
VALIDITY PERIOD:	180 DAYS
DESCRIPTION OF BID:	APPOINTMENT OF A SERVICE FOR THE DBSA SAP LOANS MANAGEMENT SUPPORT
BID SUBMISSIONS ELECTRONICALLY:	<ol style="list-style-type: none"> 1. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to davidSCM@dbsa.org – ONLY 2. No – Tender Submission Link requests will be accepted after 16h00 on the 12 APRIL 2022. Any requests after the stipulated date and time will be disregarded. 3. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically. 4. Bidders who have received submission Links that have errors, will be provided with new Links for use.
NOTICE TO ALL BIDDERS	
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

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

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**PART A
INVITATION TO BID**

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

BID NUMBER: RFP083/2022
CLOSING DATE: 15 APRIL 2022
CLOSING TIME: 23H55
DESCRIPTION: APPOINTMENT OF A SERVICE FOR THE DBSA SAP LOANS MANAGEMENT SUPPORT

The successful Bidder will be required to conclude a service level agreement with the DBSA

Bidders should ensure that Bids are submitted timeously and to the correct One Drive link provided by the SCM Official. If the Bid is late, it will not be considered for evaluation.

The One Drive link provided will be valid till 23H55 on the closing date.

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

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

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

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

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	

TELEPHONE NUMBER:				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX]	YES		NO	
IF YES, WHO ISSUED THE CERTIFICATE?				
REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX]	YES		NO	
CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

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.)	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE SUBMITTED VIA ONE DRIVE LINK. 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) OR ONLINE
1.3. 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 TO 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 MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 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 APPLICATION 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 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.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- 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"/>	Bid document (clearly marked as FOLDER 1 AND FOLDER 2); separated into FOLDER 1 - Pre-Qualifying and functionality proposal documents, and FOLDER 2 – Financial proposal only
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	Part B: Terms and Conditions of Bidding
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Checklist of Compulsory Returnable Schedules and Documents
<input type="checkbox"/>	<input type="checkbox"/>	Part D: Conditions of Tendering and Undertakings by Bidders
<input type="checkbox"/>	<input type="checkbox"/>	Part E: Specifications/Terms of Reference
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Price Proposal Requirement – FOLDER 2
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: SBD4 Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D: SBD8: Declaration of Bidder’s Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E: SBD9: Certificate of Independent Bid Determination

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

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

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

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

- Annexure J:** General Condition of Contract

- Annexure K:** CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.2 **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.
- 1.3 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.4 **Companies Act** means the Companies Act, 2008.
- 1.5 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.6 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.7 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.8 **DFI** means Development Finance Institution.
- 1.9 **Evaluation Criteria** means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.10 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.11 **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.
- 1.12 **PFMA** means the Public Finance Management Act, 1999.
- 1.13 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.14 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 1.15 **Pre-Qualifying Criteria** means the criteria set out in clause of this Part C.

- 1.16 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.
- 1.17 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.
- 1.18 SARS** means the South African Revenue Service.
- 1.19 Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.20 SLA** means service level agreement.
- 1.21 SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.22 Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.23 State** means the Republic of South Africa.
- 1.24 Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.25 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.
- 1.26 Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to: -

DBSA Supply Chain Management Unit

Email: davidSCM@dbsa.org

No questions will be answered telephonically.

4. BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender	31 March 2022
RFP document available	31 March 2022
Non - Compulsory Briefing session - VIRTUAL	08 April 2022
Closing date for tender enquiries	12 April 2022 at 16h00
Closing date and time	15 April 2022 at 23h55
Intended completion of evaluation of tenders	TBA
Intended formal notification of successful Bidder(s)	TBA
Signing of Service Level Agreement	TBA
Effective date	TBA

5. SUBMISSION OF TENDERS - ELECTRONICALLY

- i. Bidders are advised to kindly issue Tender Submission Link requests and all other enquiries to davidSCM@dbsa.org - ONLY
- ii. No – Tender Submission Link requests will be accepted after 16h00 on the 12 APRIL 2022. Any requests after the stipulated date and time will be disregarded.
- iii. Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.
- iv. Bidders who have received submission Links that have errors, will be provided with new Links for use.

6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 6.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.

- 6.3** All Bidders are deemed to accept the rules contained in this RFP Part C.
- 6.4** The rules contained in this RFP Part C apply to:
- 6.4.1** The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
 - 6.4.2** the Tendering Process; and
 - 6.4.3** any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

7. STATUS OF REQUEST FOR PROPOSAL

- 7.1** 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.

8. ACCURACY OF REQUEST FOR PROPOSAL

- 8.1** 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.
- 8.2** 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).
- 8.3** 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.

9. ADDITIONS AND AMENDMENTS TO THE RFP

- 9.1** 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.
- 9.2** If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

10. 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.

11. CONFIDENTIALITY

- 11.1** 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.

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 12.1** All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 12.2** 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
- 12.3** 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).
- 12.4** 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.
- 12.5** 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.

- 12.6** 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).
- 12.7** 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.

13. UNAUTHORISED COMMUNICATIONS

- 13.1** 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 13 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.
- 13.2** 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.

14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

15. ANTI-COMPETITIVE CONDUCT

- 15.1** 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:
 - 15.1.1** the preparation or lodgement of their Bid
 - 15.1.2** the evaluation and clarification of their Bid; and

- 15.1.3 the conduct of negotiations with the DBSA.
- 15.2 For the purposes of this clause 15, 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.
- 15.3 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.

16. COMPLAINTS ABOUT THE TENDERING PROCESS

- 16.1 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, (scmqueries@dbsa.org)
- 16.2 The written complaint must set out:
 - 16.2.1 the basis for the complaint, specifying the issues involved;
 - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 16.2.3 any relevant background information; and
 - 16.2.4 the outcome desired by the person or organisation making the complaint.
- 16.3 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.

17. CONFLICT OF INTEREST

- 17.1 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.
- 17.2 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.

- 17.3** The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

18. LATE BIDS

- 18.1** 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.
- 18.2** 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.
- 18.3** The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, 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.

19. BIDDER'S RESPONSIBILITIES

- 19.1** Bidders are responsible for:

- 19.1.1** 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;
- 19.1.2** 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;
- 19.1.3** ensuring that their Bids are accurate and complete;

- 19.1.4** 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;
 - 19.1.5** 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
 - 19.1.6** submitting all Compulsory Documents.
- 19.2** 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.
- 19.3** Failure to provide the required information may result in disqualification of the Bidder.

20. PREPARATION OF BIDS

- 20.1** Bidders must ensure that:
- 20.1.1** their Bid is submitted in the required format as stipulated in this RFP; and
 - 20.1.2** all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 20.2** The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 20.3** 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.
- 20.4** 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.
- 20.5** An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 21.1** Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 21.2** 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.
- 21.3** 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.

22. 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.

23. RESPONSIBILITY FOR BIDDING COSTS

- 23.1** 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.
- 23.2** 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:
 - 23.2.1** the Bidder is not engaged to perform under any contract; or
 - 23.2.2** the DBSA exercises any right under this RFP or at law.

24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

24.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:

24.1.1 as required by law;

24.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;

24.1.3 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.

25. USE OF BIDS

25.1 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.

25.2 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.

26. 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.

27. EVALUATION PROCESS

27.1 The Bids will be evaluated and adjudicated as follows:

27.1.1 FIRST STAGE – RESPONSIVENESS

- 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)	Bidder to indicate Compliance (Y/N)
1.	Adherence in submitting Tender as two stage folders Folder 1 – Prequalifying & Functionality proposal Folder 2 - Price proposal	Pre-Qualifier	Y	
3.	SAP CML accredited partners	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)	Bidder to indicate Compliance (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 in order to do business with the DBSA.	48 hours	Y	
4.	Other Prequalifying Criteria applicable to this tender- List them here <ul style="list-style-type: none"> • Proof of Professional indemnity Insurance of at least R10 million cover per incident • Bidders must be the authorized license holder for both the software and hardware associated with rendering this service. • Valid COIDA 	48 hours	Y	

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.

27.2 SECOND STAGE: FUNCTIONAL EVALUATION

27.2.1. STRUCTURE AND CONTENTS OF TECHNICAL BID PROPOSAL

The structure and minimum contents of the proposal required from bidders are shown in the table below. The bidder must provide the following minimum information linked to the functionality evaluation criteria indicated below:

Evaluation Area	Evaluation Criteria	Points breakdown	Minimum Score	Maximum Score
Resource experience and qualification	Provide details of the resources that will be used for support in terms of their K-level and skills to support SAP CML in terms of the services described on the scope of work. Provide a resume of each resource (not more than 4 pages). CV's must include full names, age, nationality, race, summary of skills, summary of competencies, summary of education qualifications and summary of skills specifically related to SAP CML utilized by banking institutions.	<p>No information provided = 0 points</p> <p>One resource provided with K3 accreditation for SAP CML = 5 points</p> <p>Two resources provided with K3 accreditation for SAP CML = 8 points</p> <p>Three resources provided with K3 accreditation for SAP CML Accreditation = 10.5 points</p> <p>More than three resources provided with K3 accreditation</p>	10.5	15

	The minimum K-level of the resource should be K3 (Consultant II)	for SAP CML certification = 15 points		
Company Experience	Provide details of the company's experience to support SAP CML in Banking institutions specifically build on the A1 template. Please provide contactable references showing the name of the banking institutions supported, description of the support, duration and value.	<p>No information provided = 0 point</p> <p>One relevant reference with A1 template = 7 points</p> <p>Two relevant references with A1 template = 10 points</p> <p>Three relevant references with A1 template = 14 points</p> <p>More than 3 relevant references with A1 template = 20 points</p>	14	20
Implementation Plan	<p>Scope Statement – Broadly define your goals, deadlines and outcomes.</p> <p>Major Milestones – Are tasks or activities that will be performed to understand DBSA environment, in order to provide the required support, e.g. Environment Assessment, Stakeholder</p>	<p>No information provided = 0</p> <p>Scope Statement provided = 5 points</p> <p>Scope Statement and Major Milestones provided = 8 points</p> <p>Scope Statement, Major Milestones,</p>	10.5	15

	<p>analysis Matrix, submission of deliverables.</p> <p>Resource Allocation – Which resources will be allocated to DBSA during planning and contract duration</p> <p>Resource Retention Plan - What strategy does the Bidder implement to ensure technical resources will be retained for the contract duration or what measures are put in place to ensure support resources are always available?</p>	<p>Resource Allocation = 10.5 points</p> <p>Scope Statement, Major Milestones, Resource Allocation and Resource Retention Plan = 15 points</p>		
<p>Support Strategy</p>	<p>Provide details of the methodology proposed to support DBSA. On premise will be based on the DBSA permitted access. DBSA uses Cisco AnyConnect.</p> <p>Incident Management - must include how incidents are logged, prioritized, and resolved?</p>	<p>No information provided = 0 points</p> <p>Incident Management information provided = 15 points</p> <p>Incident Management and Service Management information provided = 21 points</p>	<p>21</p>	<p>30</p>

	<p>How the Bidder responds and communicates major incidents? Bidder must also provide information on how support will be provided remotely, onsite, after hours and during holidays?</p> <p>Service Management - (must include how service level objects will be met and measured? How the relationship with DBSA will be managed? How will the Bidder monitor and detect service uptime and downtime? What will be done to secure DBSA environment? Which report(s) will be provided monthly to DBSA to measure service delivery? How does the Bidder maintain a healthy relationship with SAP and ensure compliance to support their product?</p> <p>Continuous Improvement - what approach will be followed to improve support provided to DBSA? What</p>	<p>Incident Management, Service Management and Continuous Improvement information provided = 30 points</p>		
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	<p>will be done to collect and document information?</p> <p>How will the collected information be presented to DBSA and how often?</p> <p>What measures will be put in place to ensure SAP CML is working optimally, e.g. upgrades, patches, system health check, User training?</p> <p>What strategy will be followed to have DBSA upgrade to SAP S/4 HANA in future?</p>			
Evaluation Total			56	80
Presentations				
Due Diligence	<p>Provide a presentation of the proposal and demo according to the following points:</p> <p>1) Service Provider will be required to present their proposals in less than 10 slides the following:</p> <ul style="list-style-type: none"> Understanding of the requirements 	<p>Service Provider will be required to present their proposals in less than 10 slides the following:</p> <p>Understanding of the requirements:</p> <ul style="list-style-type: none"> Excluded/No information provided – (0 points) 	14	20

	<ul style="list-style-type: none"> • The service provider should present the project team structure with a summary of the team qualifications and experience. • Demonstrate experience and knowledge of implementing and supporting CML in banking institutions <p>2) Provide at least 3 copies of a valid letters from Institution indicating:</p> <ul style="list-style-type: none"> • The bidder names • The bidder scope of work performed for the Customer • Start and End date for the work done • System capacity details. 	<ul style="list-style-type: none"> • Poor understanding of requirements - (1 points) • Adequate understanding of requirements - (3 points) • Excellent understanding of requirements- (5 points) <p>Project Team structure and Summary of the team qualifications and experience:</p> <ul style="list-style-type: none"> • Excluded/No information provided – (0 points) • Poor project team structure and summary of team qualifications and experience - (1 point) • Adequate project team structure and summary of team qualifications and experience - (3 points) 		
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		<ul style="list-style-type: none"> • Excellent project team structure and summary of team qualifications and experience - (5 points) <p>Summary of experience and knowledge in implementing and supporting CML in banking institutions.</p> <ul style="list-style-type: none"> • Excluded/No information provided – (0 points) • Poor summary of experience and knowledge of implementing and supporting CML in banking institutions - (1 point) • Adequate summary of experience and knowledge of implementing and supporting CML in banking institutions - (3 points) • Excellent summary of experience and knowledge of 		
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		<p>implementing and supporting CML in banking institutions - (5 points)</p> <p>2) Provide copies of valid letters from institutions indicating: Bidder name(s); Bidder scope of work performed for the institution; Start and End date for the work done; System capacity details.</p> <ul style="list-style-type: none"> • No information provided – (0 points) • Provided one reference where the Bidder is currently providing SAP CML support and client is happy with the supported provided as per Support Strategy above (Incident Management, Service Management and Continual Improvement) - (1 points) 		
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		<ul style="list-style-type: none"> • Provided two references where the Bidder is currently providing SAP CML support and the client is happy with the supported provided as per Support Strategy above (Incident Management, Service Management and Continual Improvement) – (3 points) • Provided three references where the Bidder is currently providing SAP CML support and client is happy with the supported provided as per Support Strategy above (Incident Management, Service Management and Continual Improvement) – (5 points) 		
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Presentation Total			14	20
Grand Total			70	100

STAGE GATE 1 – FUNCTIONAL EVALUATIONS

Bidders will be evaluated based on the functional criteria set out above. Only those Bidders which score [70] points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid. The functional evaluation will include a presentation by the Bidders, Bidders who meet the minimum threshold for functional evaluation will be invited to do presentations.

The two stage gates are as follows:

Stages	Points	Threshold	Minimum scoring
Stage 1 Functionality	80 points	70%	56 points
Stage 2 Presentations	20 points	70%	14 points
Total	100 points	70%	70 points

a. Stage gate 1: Functional evaluations

A minimum score threshold of 70% (56 points) is required to be considered for presentations.

b. Stage gate 2: Presentations

A combined overall score of 70 points (including presentations) is required to progress to the Price and Preference evaluation

Only those bidders who achieve the minimum qualifying score of 70 points for functionality will have their bid submissions further evaluated for price (Third Stage).

27.3 THIRD STAGE: PRICE EVALUATION

27.3.1 The Third stage of evaluation of the Bids will be in respect of price only.
Price points 100

27.3.2 Price points

The following formula will be used to calculate the points for price:

$$Ps = 100(1-(Pt-Pmin)/Pmin)$$

Where:

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

27.3.3 Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 100).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price.

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.

28. STATUS OF BID

28.1 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.

28.2 A Bid must not be conditional on:

28.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;

28.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;

28.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;

- 28.2.4** the Bidder obtaining the consent or approval of any third party; or
 - 28.2.5** the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 28.3** 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).
- 28.4** 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.

29. CLARIFICATION OF BIDS

- 29.1** The DBSA may seek clarification from and enter 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 had 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.
- 29.2** 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.

30. DISCUSSION WITH BIDDERS

- 30.1** 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.
- 30.2** As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 30.3** The DBSA is under no obligation to undertake discussions with, and Bidders.
- 30.4** In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 30.4.1** conduct a site visit, if applicable;
 - 30.4.2** provide references or additional information; and/or
 - 30.4.3** make themselves available for panel interviews.

31. SUCCESSFUL BIDS

- 31.1** 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.
- 31.2** The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 31.3** 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.

32. NO OBLIGATION TO ENTER INTO CONTRACT

- 32.1** 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.
- 32.2** The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

33. BIDDER WARRANTIES

- 33.1** By submitting a Bid, a Bidder warrants that:
- 33.1.1** 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;
 - 33.1.2** it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;

- 33.1.3** 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;
- 33.1.4** it accepts and will comply with the terms set out in this RFP; and
- 33.1.5** it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34. DBSA'S RIGHTS

- 34.1** 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:
 - 34.1.1** cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 34.1.2** alter the structure and/or the timing of this RFP or the Tendering Process;
 - 34.1.3** vary or extend any time or date specified in this RFP
 - 34.1.4** terminate the participation of any Bidder or any other person in the Tendering Process;
 - 34.1.5** require additional information or clarification from any Bidder or any other person;
 - 34.1.6** provide additional information or clarification;
 - 34.1.7** negotiate with any one or more Bidder;
 - 34.1.8** call for new Bid;
 - 34.1.9** reject any Bid received after the Closing Time; or
 - 34.1.10** to split the award based on the value for money, stock availability and lead time to delivery;
 - 34.1.11** reject any Bid that does not comply with the requirements of this RFP.

35. GOVERNING LAWS

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

36. MANDATORY QUESTIONS

36.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete and the Bid may be disqualified.

36.1.1

This Bid is subject to the General Conditions of Contract stipulated in this RFP document.	Comply/Accept	Do not comply/Do not accept

36.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Comply/Accept	Do not comply/Do not accept

36.1.3

The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Comply/Accept	Do not comply/Do not accept

36.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.	Comply/Accept	Do not comply/Do not accept

36.1.5

In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Comply/Accept	Do not comply/Do not accept

36.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the Tender Document.	Comply/Accept	Do not comply/Do not accept

36.1.7

The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.	Comply/Accept	Do not comply/Do not accept

36.1.8

Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to	Comply/Accept	Do not comply/Do not accept
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submit back-to-back agreements and service level agreements with their principals.		
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36.1.9

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.	Comply/Accept	Do not comply/Do not accept

36.1.10

Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	Comply/Accept	Do not comply/Do not accept

36.1.11

The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Comply/Accept	Do not comply/Do not accept

36.1.12

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	Comply/Accept	Do not comply/Do not accept

36.1.13

The Bidder should not qualify the proposal with own conditions.	Comply/Accept	Do not comply/Do not accept
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<p>Caution: If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p>		
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36.1.14

<p>Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.</p>	<p>Comply/Accept</p>	<p>Do not comply/Do not accept</p>

36.1.15

<p>Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.</p>	<p>Comply/Accept</p>	<p>Do not comply/Do not accept</p>

36.1.16

In the case of a consortium or JV, each of the authorised enterprise’s members and/or partners of the different enterprises must co-sign this document.	Comply/Accept	Do not comply/Do not accept

36.1.17

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by the DBSA signatory and added to this RFP as an addendum.	Comply/Accept	Do not comply/Do not accept

36.1.18

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party’s right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Comply/Accept	Do not comply/Do not accept

36.1.19

Bidders who make use of subcontractors:	Comply/Accept	Do not comply/Do not accept
1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.		
2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.		
3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax		

Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.		
4. Subcontracting must not contradict any Regulation or Legislation.		
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

36.1.20

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Comply/Accept	Do not comply/Do not accept

36.1.21

No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract.	Comply/Accept	Do not comply/Do not accept

36.1.22

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	Comply/Accept	Do not comply/Do not accept

36.1.23

The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	Comply/Accept	Do not comply/Do not accept
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36.1.24

Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period.	Comply/Accept	Do not comply/Do not accept

36.1.25

Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period.	Comply/Accept	Do not comply/Do not accept

36.1.26

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	Comply/Accept	Do not comply/Do not accept

36.1.27

Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid. This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.	Comply/Accept	Do not comply/Do not accept

36.1.28

Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.	Comply/Accept	Do not comply/Do not accept
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<p>This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be registered on the CSD National Treasury site prior to appointment/award of the bid.</p>		
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36.1.29

<p>The following will be grounds for disqualification:</p> <ul style="list-style-type: none"> • Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or • The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or 	<p>Comply/Accept</p>	<p>Do not comply/Do not accept</p>
<ul style="list-style-type: none"> • The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or • The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or • Bids received after the stipulated closure time will be immediately disqualified; and/or • Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank to manage its concentration risk. This threshold is currently set at R10 million for consultancy services. 		

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....
.....

Telephone Number:.....FAX number.....

Cell Number:

Email Address.....

Terms of Reference

SAP LOANS MANAGEMENT (CML) SUPPORT

March 2022

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1 PURPOSE

The purpose of this document is to detail the Terms of Reference (ToR) for the appointment of a service provider to support the SAP Loans Management (CML) Landscape for three (3) years through industry best practices, processes and methodologies for enhancing, managing and maintaining the SAP environment.

2 BACKGROUND

The Development Bank of Southern Africa (DBSA) runs on SAP as the core ERP system. The technology was implemented in 2010 and comprises the following modules:

- SAP FICO,
- SAP CML,
- SAP MM,
- SAP HCM,
- SAP EDW (BW, BOBJ, DS),
- SAP GRC,
- SAP EP,
- SAP GW(FES),
- SAP SOLMAN, and
- SAP PO.

The support is required for the CML module and will include associated integration into SAP PO. The module is highly customized to suit DBSA needs. The system is hosted in house and follows a 3-tier architecture for all the modules.

The overall DBSA landscape is depicted below:

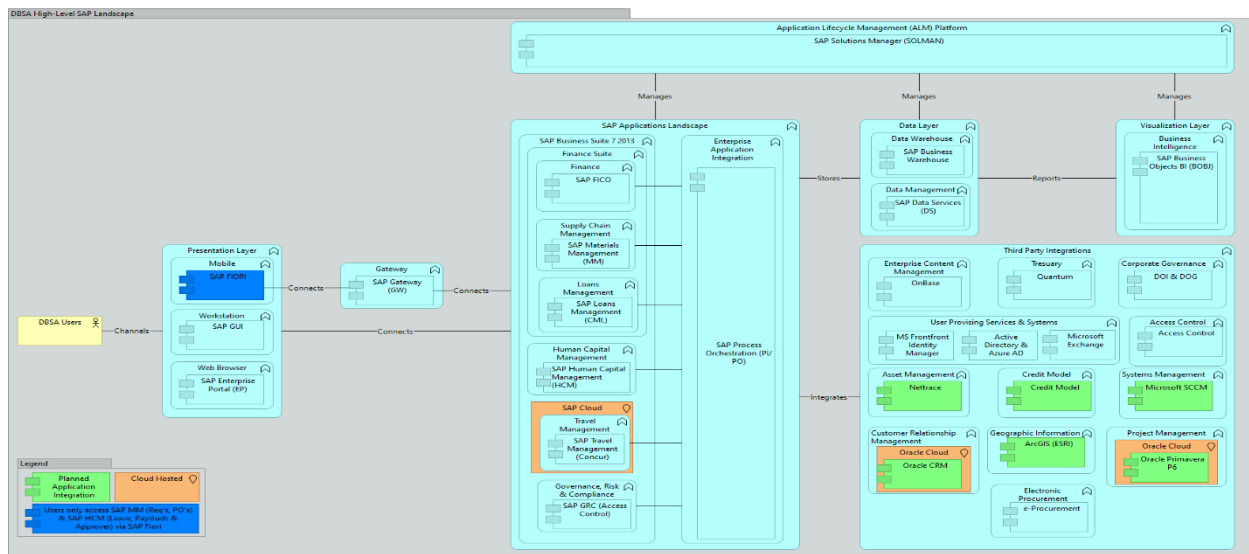


Figure 1:DBSA SAP Landscape (High-Level)

Layer	Description
Presentation Layer	Different channels used to access SAP applications by users.
SAP Applications Landscape	List of SAP Applications used in different functions or business units.
Application Lifecycle Management (ALM) Platform	Solution used to manage SAP applications.
Data Layer	Solutions used to store and transform data.
Visualization Layer	List of applications that are used to enable reporting capabilities.
Third Party Integrations	Third party applications (Non-SAP) that integrate to SAP applications.

Table 1: Layers

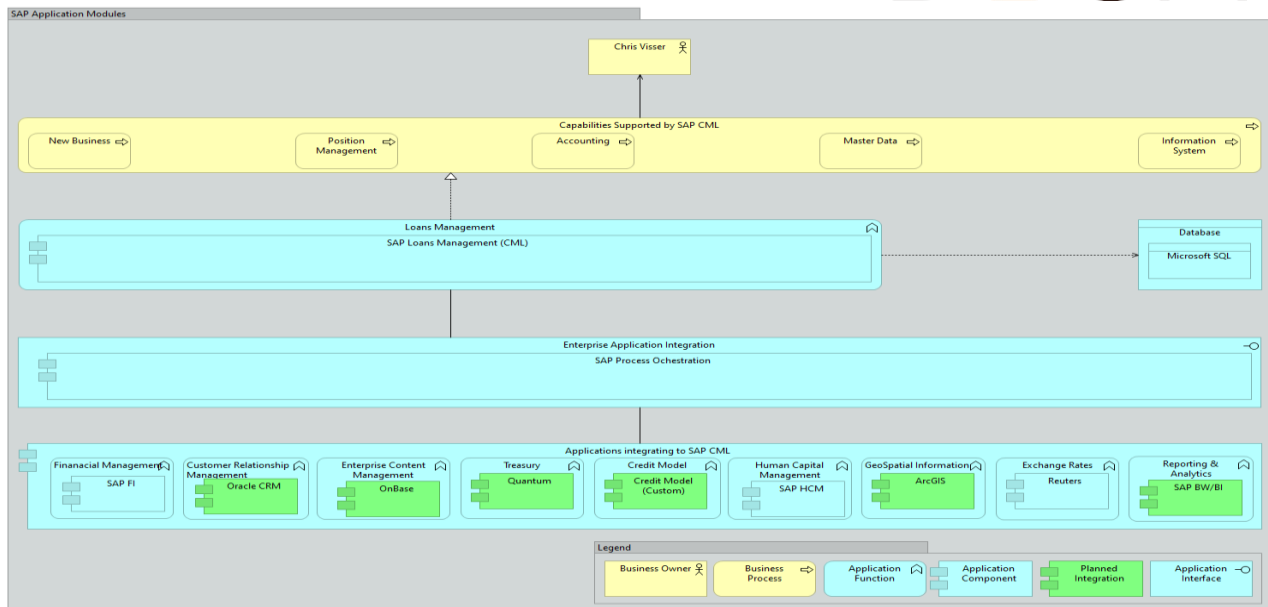


Figure 2: DBSA SAP CML Landscape

With reference to **Figure 2: DBSA SAP CML Landscape**:

- Capabilities Supported by SAP Loans Management (CML) - These are major capabilities or business processes enabled by SAP Loans Management (CML).
- Loans Management – This is the SAP Loans Management (CML) application that will be supported by the successful Bidder.
- Database – This is the database used to store data.
- Enterprise Application Integration – This is the platform used to integrate SAP Loans Management (CML) to other applications.
- Applications integrating to SAP Loans Management (CML) - These are the current and planned applications that will integrate to SAP Loans Management (CML).

The table below shows the applications versions as well as their associated operating system and databases.

Environment	Application	Version	Operating System	Database
Development Systems	SAP GRC	NW 7.5	WIN2016	MSSQL2016
	SAP HCM	SAP ECC6 EHP7 (NW7.4)	WIN2016	MSSQL2016
	SAP BW	NW 7.5	WIN2016	MSSQL2016
	SAP EP	NW 7.5	WIN2016	MSSQL2016

	SAP Data Services	4.2	WIN2012	MSSQL2012
	BOBJ (Lumira)	4.2	WIN2016	MSSQL2016
	SAP (FICO / CML/ MM/ BP)	SAP ECC6 EHP7 (NW7.4)	WIN2012	MSSQL2012
	SAP PO	NW 7.5	WIN2016	MSSQL2016
	SAP GW(FES)	NW 7.5	WIN2016	MSSQL2016
Quality Systems	SAP GRC	NW 7.5	WIN2016	MSSQL2016
	SAP HCM	SAP ECC6 EHP7 (NW7.4)	WIN2016	MSSQL2016
	SAP BW	NW 7.5	WIN2016	MSSQL2016
	SAP EP	NW 7.5	WIN2016	MSSQL2016
	SAP Data Services	4.2	WIN2012	MSSQL2012
	BOBJ (Lumira)	4.2	WIN2016	MSSQL2016
	SAP (FICO / CML/ MM/ BP)	SAP ECC6 EHP7 (NW7.4)	WIN2012	MSSQL2012
	SAP PO	NW 7.5	WIN2016	MSSQL2016
	SAP GW(FES)	NW 7.5	WIN2016	MSSQL2016
Production Systems	SAP GRC	NW 7.5	WIN2016	MSSQL2016
	SAP HCM	SAP ECC6 EHP7 (NW7.4)	WIN2016	MSSQL2016
	SAP BW	NW 7.5	WIN2016	MSSQL2016
	SAP EP	NW 7.5	WIN2016	MSSQL2016
	SAP Data Services	4.2	WIN2012	MSSQL2012
	BOBJ (Lumira)	4.2	WIN2016	MSSQL2016
	SAP (FICO / CML/ MM/ BP)	SAP ECC6 EHP7 (NW7.4)	WIN2012	MSSQL2012
	SAP PO	NW 7.5	WIN2016	MSSQL2016

	SAP GW(FES)	NW 7.5	WIN2016	MSSQL2016
	SAP Solutions Manager	7.2	WIN2016	MSSQL2016

Table 2: DBSA SAP Modules: Version, OS and DB

The technical management of the environment is through the use of the SAP Solution Manager. Since the original implementations, a Governance, Risk and Compliance (GRC) module and Datawarehouse landscape have also been added. The solution is currently supported by the ICT Solutions team in conjunction with a support partner.

The ICT Solutions team comprises in-house SAP Basis, SAP Configuration, SAP Authorizations, BI Development and Business Analysis competencies offering services across the board as follows:

Services	Objectives	Metric
Development/Application services: <ul style="list-style-type: none"> ICT development/application and BI reports 	<ul style="list-style-type: none"> Solutions to be delivered as per agreed timelines. 	<ul style="list-style-type: none"> Signed-off business specifications
SAP Services: <ul style="list-style-type: none"> SAP Basis SAP Config SAP Authorizations SAP Infrastructure support excluding network, operating system and hardware 	<ul style="list-style-type: none"> 98% service availability To log and manage calls within agreed SLA terms. 	<ul style="list-style-type: none"> Service availability matrix Call statuses vs SLA requirement.

Table 3: DBSA ICT Solutions Service Catalogue

The delivery methodology for the ICT Solutions team is supported by the DBSA ICT Governance Framework, which is a combination of Togaf, ITIL and COBIT tailored for the DBSA as depicted Figure 3:DBSA ICT GOVERNANCE MODEL

ICT GOVERNANCE FRAMEWORK

The ICT Governance Framework Integrates Several Industry Best Practice Frameworks into a Single Control Environment to Ensure Business Alignment with Appropriate Controls and Measures.

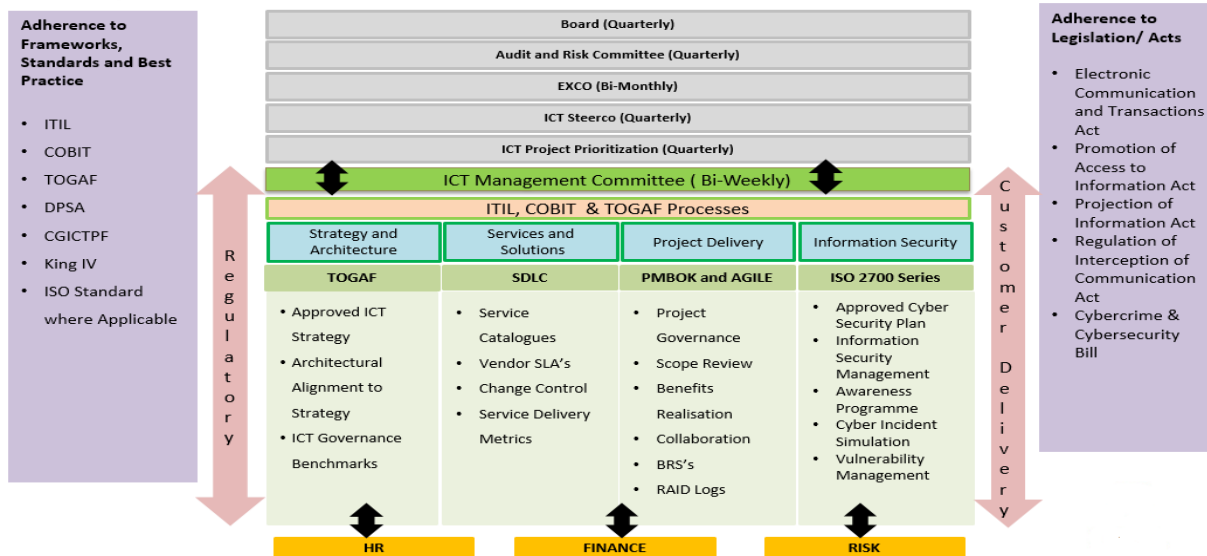


Figure 3:DBSA ICT Governance Model

All changes introduced in the productive landscape are expected to go through the Enterprise Architecture Body (architecture related) and Change Advisory Board (CAB) process.

ICT follows a four-tier support model for business as usual activities. The Support model is depicted as below:

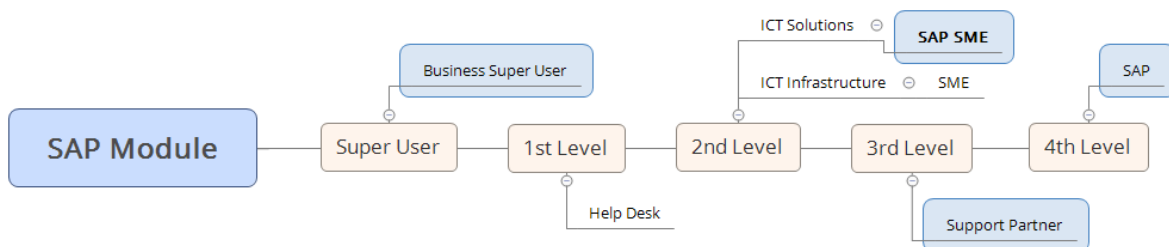


Figure 4:ICT Support Model

The service provider is seen as the extension of the DBSA ICT Solutions unit and should meet the following SLA that the unit has with Business as shown below:

Severity Level	Time to respond	Time to resolve
<p>Severity 1</p> <ul style="list-style-type: none"> A problem which affects ICT service provision to either the whole Bank or a critical business function. <p>There is a risk of material financial impact or reputational damage.</p> <ul style="list-style-type: none"> No workaround options are available. 	<p>Immediate response as per Severity 1 Incident Management Process</p>	<p>Two Hours to establish diagnosis and communicate recovery time.</p> <p>Updates: To Executive Management via SMS every half an hour To entire Management Team every 1 hour via email (SMS if the email system is down) To the whole Bank in the event that the incident is Bank wide, via email</p> <p>Root Cause Analysis to be performed (within 24 hours)</p>
<p>Severity 2</p> <ul style="list-style-type: none"> Reduced functionality causing disruption to the completion of business critical tasks 	<p>30 mins (Desktop Technician to commence diagnosis)</p>	<p>4 hrs (unless otherwise agreed)</p>
<p>Severity 3</p> <ul style="list-style-type: none"> Reduced functionality causing disruption to the completion of business tasks 	<p>1 hr (Desktop Technician to commence the diagnosis)</p>	<p>8 hrs (unless otherwise agreed)</p>

Table 4: ICT Business SLA

3 PROBLEM STATEMENT

The following is the problem statement that needs to be addressed:

- The current support contract is coming to an end.
- Support is required for the next three years.

4 BUSINESS OBJECTIVES

The following business objectives have been identified to be achieved through the SAP CML Support contract:

- 4.1 To ensure that the environment is well maintained to ensure that the system is always available, functional, secure and robust at all times.
- 4.2 To ensure the system is maintained at all times to keep up with SAP versions and patches, both legislative and technical.
- 4.3 To ensure the system keeps up with the technical requirements needed for future migration to SAP S/4HANA in the cloud.
- 4.4 To ensure all enhancements need to be documented and tested properly and follow the DBSA's approved change management processes and governance.
- 4.5 To work with the DBSA's technical teams to ensure that the system is aligned to SAP roadmap and to advise the bank accordingly.
- 4.6 To ensure that users are trained effectively and ensuring that new users and existing users are trained. Training manuals should thus be kept up to date. Equally, technical documentation and test scripts must also be kept up to date
- 4.7 The Service Level Agreement between business and ICT will be met through this contract.
- 4.8 To ensure clear metrics will be defined and reporting will be transparent and regular as will be agreed between the parties.

5 SCOPE OF WORK

The scope of the services includes functional analysis, ABAP development, configuration, workflow, integration and advisory services. The services will comprise but not limited to, the following:

- Development,
- Workflow,
- Implementation,
- Integration,
- Solution Architecture Design,
- Testing,
- Maintenance,
- Technical support,
- Functional support,
- Training, and
- Management and reporting.

Respondents Must:

- Be SAP CML accredited partners,
- Be able to support SAP Loans Management (CML) module
- Be actively providing SAP CML support to another financial institution,
- Must be able to support the A1 template
- have their own IT and SAP environments where changes and enhancement packs patches can be tested,
- Have their own account manager,
- Have a strong retention strategy for their employees. Preference will be given to bidders who have their own staff members or fixed term contractors,

DBSA does not intend to contract with individual SAP contractors or with multiple partners for the CML module.

6 REQUIREMENTS

6.1 Minimum Requirements

Please indicate with a YES or NO if you meet the following minimum requirements:

Requirement #	Description	YES/NO
1	SAP Certified (K3 Accredited)	
2	Providing SAP CML support to another financial institution	
3	Can support A1 template specifically regarding management of complex loans	
4	A well-defined and implementable Resource and Retention Plan	

Table 5: SAP CML Support Minimum Requirements

Bidders who do not meet one or more of the above requirements will automatically be disqualified.

6.2 Support (SLA) Requirements

The service provider should propose how it will support the SAP CML module for three years through industry best practices, processes and methodologies for managing, maintaining and enhancing the system. The support should cover the following areas:

Requirement #	Requirement	Description
1	Resource experience and qualification	Provide details of the resources that will be used for support in terms of their K-level and skills to support SAP CML used by banking institutions in terms of the services described in section 4 Provide a resume of each resource (not more than 4 pages). CV's must include full names, age, nationality, race, summary of skills, summary of competencies,

		summary of education qualifications and summary of skills specifically related to SAP CML utilized by banking institutions.
2	Company Experience	Provide details of the company's experience to support SAP CML in banking institutions specifically build on the A1 template. Please provide contactable references showing the name of the banking institutions supported , description of the support, duration and value. Provide details of the company's experience that will be providing support to the SAP CML module.
3	Implementation Plan	<ul style="list-style-type: none"> • Scope Statement – Broad defines your goals, deadlines and outcomes. • Major Milestones – are tasks or activities that will be performed to understand DBSA environment, in order to provide the required support, e.g. Environment Assessment, Stakeholder analysis Matrix, submission of deliverables • Resource Allocation – which resources will be allocated to DBSA during planning and contract duration • Resource Retention Plan = what strategy does the Bidder implement to ensure technical resources will be retained for the contract duration or what measures are put in place to ensure support resources are always available?

4	Support Strategy	Provide details of the methodology proposed to support DBSA
---	------------------	---

Table 6: SAP CML Support SLA Requirements

7 COMPETENCY AND EXPERTISE REQUIREMENTS

- 7.1.1** Service Provider with expertise, capability, knowledge and experience supporting the SAP CML Environment.
- 7.1.2 Client Reference List:** Service Provider must provide a minimum list of three (3) clients where similar SAP CML support was provided.

Annexure A

The Service Provider MUST provide their pricing proposal based on the pricing tables below.

Total Summarized Costs (Rand Incl VAT)		
Item(provide details If Any)	Total (Rand Inc VAT)	Comment
Support Resources	ZAR 0.00	
Support	ZAR 0.00	
Other	ZAR 0.00	
Grand Total	ZAR 0.00	
<p>An example on the population of the table has been provided. Service Providers MUST populate this template based on their proposed methodology and deliverables</p> <p>* Service Provider must populate the pricing table above and align it to the Resource Pricing table above.</p>		

Table 7: Pricing Summary

Role	Proposed Responsibility	Number of Resources Proposed	Rate Per Hour	Hours Proposed Per Month	Cost Per Month
	Total				

Table 8: SAP CML Support Pricing Format

Support Costs (if any)					
Item	Description	Year 1 (Rand Inc VAT)	Year 2 (Rand Inc VAT)	Year 3 (Rand Inc VAT)	Comment
Item 1					
Item 2					
Item 3					
Total Support Costs		ZAR 0.00	ZAR 0.00	ZAR 0.00	
Grand Total	ZAR 0.00				

Table 9: Support costs

Other Costs (if any)					
Item	Description	Year 1 (Rand Inc VAT)	Year 2 (Rand Inc VAT)	Year 3 (Rand Inc VAT)	Comment
Other Item 1					
Other Item 2					
Other Item 3					

Failure to complete this form in full may result in the disqualification of the Bid.

Annexure B

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder?):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;

- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person

employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO** aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....
.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax	State Employee Number / Persal Number

4. DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annexure D

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **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>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?</p> <p>(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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</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:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

.....

Position

.....

Name of Bidder

Annexure E

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
SignatureDate

.....
Position Name of Bidder

Annexure F

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 G

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

Annexure H

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 I

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 J

[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 ACQUINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

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

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

Annexure K

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:	
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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