



**BID NO: RFB 20/23**

**REQUEST FOR BID:**

**APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM)  
APPLICATION PERFORMANCE MONITORING SOLUTION**

**CLOSING DATE: 18 APRIL 2024 @11:00**

**ISSUED BY:**

Ithala SOC Limited  
Ithala reception,  
28 Somtseu Road, North Towers,  
Kingsmead Office Park,  
Durban,  
4000

**PROCUREMENT ENQUIRES:**

Supply Chain Management Unit  
Email: [tenders\\_ltd@myithala.co.za](mailto:tenders_ltd@myithala.co.za)  
Tel: 031 366 2500

**Name of Bidder:** .....

**For any complaints regarding our supply chain management abuses, please email [fraudbox@ithala.co.za](mailto:fraudbox@ithala.co.za) or alternatively you can lodge an anonymous complaint at our toll-free hotline at 080 036 2546 or email [ithala@thehotline.co.za](mailto:ithala@thehotline.co.za).**

REQUEST FOR BID

ITHALA SOC LIMITED, 28 SOMTSEU ROAD, NORTH TOWERS, KINGSMEAD OFFICE PARK, DURBAN, 4000

Hereinafter referred to as ("Ithala")

BID NUMBER: **RFB 20/23**

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CLOSING DATE: **18 APRIL 2024**

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TIME: **11:00**

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DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

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MANDATORY BRIEFING:

Yes

No

The attention of bidders is specifically drawn to the provisions of the Conditions of Contract, which are included in the documents. All bids as advertised will remain valid for 120 days from the bid closing date. For any further enquiries, please contact Ithala SOC Limited: [tenders\\_ltd@myithala.co.za](mailto:tenders_ltd@myithala.co.za)

**TABLE OF CONTENTS**

C.1	Tender Notice and Invitation to Tender	04
C.2	Introduction	08
C.3	Conditions of Bid and Contract	09
C.4	Certificate of Authority to Sign a Bid	19
C.5	Procurement Timelines	22
C.6	Terms of Reference	23
C.7	Ithala Price Schedule	25
C.8	Evaluation Process and Criteria	26
C.9	Functionality Criteria	28
C.10	Demonstration Criteria	29
C.11	Tax Clearance Requirements	30
C.12	Integrity Declarations	31
C.13	Preference Claim Form	34
C.14	Deviations from Request for Bid	38
C.15	Bid Summary and Details	39

## C.1 TENDER NOTICE AND INVITATION TO TENDER

### RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO-END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION

ITHALA SOC Limited (“Ithala”) seeks to acquire the services of suitable service provider to implement an application performance monitoring solution.

#### **AVAILABILITY OF DOCUMENTS:**

Bid documents will be available from Monday to Friday between 08h00 and 16h00 starting on **Monday, 25 March 2024 to 17 April 2024.**

#### **Technical and administrative queries:**

Queries relating to these documents may be addressed in writing only quoting the Bid No. for attention: Supply Chain Management Unit by email to **tenders\_LTD@myithala.co.za**

#### **Submission of Bids:**

One original copy of the bid document may be submitted and a soft copy of originals documents.

The proposals may be submitted in sealed envelopes delivered at ITHALA SOC Limited, **Ithala reception, 28 Somtseu Road, North Towers, Kingsmead Office Park, Durban, 4000** and should be deposited in the box located at the reception. Or via Email on **tenders\_LTD@myithala.co.za**, the **RFB number and tender description** MUST be clearly indicated on the subject line of the email. **It is the responsibility of each bidder when submitting by email to submit early and files can be submitted as parts in order to cater for the capacity of the email. A “we transfer” link is acceptable or any other form of electronic submission, provided the information email is sent before the closing time.**

The closing date and time for receipt of tenders is **18 APRIL 2024 @11:00**

**IT IS THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER TO ARRIVE EARLY TO SUBMIT A BID AS THEY WILL BE REQUIRED TO FOLLOW BUILDING SECURITY PROTOCOLS OF REGISTRATION. ITHALA WILL NOT BE RESPONSIBLE FOR BIDDERS WHO ARRIVE LATE AND CLAIM THAT THEY WERE HELD AT SECURITY FOR REGISTRATION, WHICH WILL NOT BE ACCEPTED AS A REASON FOR LATE ARRIVAL OR LATE SUBMISSION.**

Telegraphic, telephonic, telex, facsimile, and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bid with obvious deviation from the requirements, will be eliminated. Tenders will be expected to submit returnable documents on the original tender issued by ITHALA and written in black ink. This tender document may not be reproduced.

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>RFB 20/23</b>	CLOSING DATE:	<b>18 APRIL 2024</b>	CLOSING TIME:	<b>11:00</b>
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
ITHALA SOC LIMITED Ithala reception, 28 Somtseu Road, North Towers, Kingsmead Office Park, Durban, 4000					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Nokuthokoza Mbhele</b>		CONTACT PERSON		
TELEPHONE NUMBER	<b>031 366 2500</b>		TELEPHONE NUMBER		
FACSIMILE NUMBER	<b>N/A</b>		FACSIMILE NUMBER		
E-MAIL ADDRESS	<b>tenders_ltd@myithala.co.za</b>		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REG. NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED FOR STATISTICAL RECORDS ONLY]</b>					

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes      <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes      <input type="checkbox"/>No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. 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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER 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 VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

**RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED : .....

DATE: .....

## **C.2 INTRODUCTION**

ITHALA SOC Limited conducts deposit-taking activities in the Province of KwaZulu-Natal under an exemption from the licencing requirements of the Banks Act, Act 94 of 1990.

ITHALA SOC Limited is a 100% subsidiary of ITHALA Development Finance Corporation Limited, which is a Development Finance institution operating under the umbrella of the Department of Economic Development, Tourism and Environmental Affairs, its sole shareholder being the Provincial Government of KZN.

### **Our VISION is**

“To be an innovative and responsive banking and insurance institution owned by and serving the State and people of South Africa”

The purpose and key attributes underpinning Ithala’s vision have been articulated as follows. In pursuing its vision, Ithala will:

- Be a profitable entity;
- Promote the growth and development of our customers and communities;
- Provide innovative and inclusive banking and insurance products and services; and
- Operate nationally.

### **Our MISSION is:**

“To provide banking and insurance products and services focusing on corporate and retail customers”

ITHALA SOC Limited is committed to providing financial solutions to our customers through excellent customer service, dedicated staff and technologically-driven products, whilst adhering to sound governance practices and caring for the communities and their environment.

We strive for continuous improvement in our critical business areas and seek to establish relationships with suppliers that are equally passionate in their quest for better quality, price and service. By exceeding our requirements and expectations, you will not only ensure that we maintain the current business and positioning for future business within ITHALA SOC Limited.

### **Procurement Philosophy**

It is the policy of ITHALA SOC Limited, when purchasing goods and obtaining services, to follow a course of optimum value and efficiency by adopting best purchasing practices in supply chain management, ensuring that open and fair competition has prevailed, with due regard being to the importance of:

- a) The promotion, development and support of businesses from disadvantaged communities (small, medium, micro enterprises, as well as established businesses within those communities) in terms of its B-BBEE Policy.
- b) The promotion of national and regional local suppliers and agents before considering overseas suppliers; and
- c) The development, promotion and support for the moral values that underpin the above, in terms of ITHALA SOC Limited’s Business Ethics and Guidelines which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behavior with ITHALA SOC Limited.



**C.3 CONDITIONS OF BID AND CONTRACT**

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
<b>1.</b>	<b>GUIDELINE ON COMPLETION</b>				
1.1.	Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner prescribed may be considered incomplete and rejected. Should bidders fail to indicate agreement/compliance or otherwise, ITHALA SOC Limited will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid.				
1.2.	Proper bids for the services specified must be submitted. Bidders to clearly indicate option(s) they are bidding for and also the transaction model.				
<b>2.</b>	<b>ITHALA SOC LIMITED SERVICE LEVEL AGREEMENT/ CONTRACT</b>				
2.1	The Ithala Service Level Agreement will be the only contract signed by both parties and will form the basis of this contract. Ithala's standard terms and conditions will not be negotiated.				
<b>3.</b>	<b>ADDITIONAL INFORMATION REQUIREMENTS</b>				
3.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to the bid being disregarded.				
<b>4.</b>	<b>CONFIDENTIALITY</b>				
4.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
4.2	All bidders are bound by a confidentially agreement preventing the unauthorized disclosure of any information regarding ITHALA SOC Limited or of its activities to any				

**RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

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	other organization or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.				
<b>5.</b>	<b>INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>				
5.1	Copyright of all documentation relating to this assignment belongs to ITHALA SOC Limited. The successful bidders may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.				
5.2	All the intellectual property rights arising from the execution of this Agreement shall vest in ITHALA SOC Limited and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
5.3	In the event that the service provider would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from ITHALA SOC Limited.				
5.4	ITHALA SOC Limited shall own all materials produced by the service provider during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP ITHALA SOC Limited shall be entitled to freely cede and assign to parties nominated by ITHALA SOC Limited.				
<b>6.</b>	<b>PAYMENTS</b>				
6.1	Payment terms will be negotiated with the successful bidder before awarding the bid.				
6.2	ITHALA SOC Limited will pay the service provider for the service rendered in line with the contract. No additional amounts will be payable by ITHALA SOC Limited to the contractor				
6.3	The service provider shall from time to time during the duration of the contract, invoice ITHALA SOC Limited for the services rendered. No payment will be made to the service provider unless an invoice complying with section				

**RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

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	20 of VAT Act No 89 of 1991 has been submitted to ITHALA SOC Limited.				
6.4	Payment shall be made into the bidder's bank account or per cheque payment normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).				
6.5	The service provider shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.				
<b>7.</b>	<b>NON-COMPLIANCE WITH DELIVERY TERMS</b>				
7.1	As soon as it becomes known to the service provider that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, ITHALA SOC Limited must be given immediate written notice to this effect. ITHALA SOC Limited reserves the right to implement remedies as provided for in the SLA.				
<b>8.</b>	<b>WARRANTIES</b>				
8.1	The service provider warranties that:  It is able to conclude this Agreement to the satisfaction of ITHALA SOC Limited.				
8.2	Although the service provider will be entitled to provide services to persons other than ITHALA SOC Limited, the service provider shall not without the prior written consent of ITHALA SOC Limited, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
<b>9.</b>	<b>PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>				
9.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
9.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
<b>10.</b>	<b>SUBMITTING BIDS</b>				

RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
10.1	Supply Chain Management (SCM)				
10.2	<p>One original copy <b>may</b> be delivered at the following address:</p> <p><b>Ithala SOC Limited,</b>  <b>28 Somtseu Road, North Towers,</b>  <b>Kingsmead Office Park,</b>  <b>Durban,</b>  <b>4000</b></p> <p>At the reception in the Tender Bid box</p> <p>Bids should be in a sealed envelope, marked with:</p> <p><input type="checkbox"/> Bid number: <b>RFB 20/23</b></p> <p><input type="checkbox"/> Closing date: <b>18 APRIL 2024 @11:00</b></p> <p><input type="checkbox"/> The name and address of the bidder</p>				
10.3	Bids can also be <b>submitted via email on:</b> <a href="mailto:tenders_ltd@myithala.co.za">tenders_ltd@myithala.co.za</a>				
<b>11.</b>	<b>LATE BIDS</b>				
11.1	Late submissions will not be accepted. A submission will be considered late if it arrived one minute after <b>11:00</b> or any time thereafter. The bid (tender) box shall be locked at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				
<b>12.</b>	<b>MANDATORY BRIEFING SESSION AND CLARIFICATIONS</b>				
12.1	<b>Mandatory briefing will not be conducted for this Bid.</b>				
12.1.1	<p>Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter or e-mail).</p> <p>Please make reference to Tender Notice and Invitation to Tender page of this bid pack for contact details.</p> <p>The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.</p>				
<b>13.</b>	<b>FORMAT OF BIDS</b>				

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13.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.				
<b>13.2</b>	Bidders are to set out their proposal in the following format:				
13.2.1	Part 1: Invitation to Bid & Introduction				
13.2.2	Part 2: RFB Summary and Details				
13.2.3	Part 3: Compliance to Special Conditions of Bid and Noting of Evaluation Criteria				
13.2.4	Part 4: SARS Tax Clearance Certificate(s)				
13.2.5	Part 5: Integrity Declarations				
13.2.6	Part 6: Mandatory Submission/ Requirements				
13.2.7	Part 7: Deviations from Request for Bid				
13.2.8	Part 8: Pricing Schedule.				
13.2.9	Part 9: Procurement Timelines				
13.2.10	Part 10 Annexures				
14.1	<b>PART 1: INVITATION TO BID (FORM C1)</b>				
14.2	<b>PART 2: RFB SUMMARY AND DETAILS (FORM C15)</b>				
14.2.1	Bidders must complete the table and sign the form. Bid summary must be completed and indicate what returnable documents will be submitted.				
14.3	<b>PART 3: COMPLIANCE TO SPECIAL CONDITIONS OF BID AND NOTING OF EVALUATION CRITERIA (FORM C3)</b>				
14.3.1	Bidders must complete C3. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
14.4	<b>PART 4: SARS TAX CLEARANCE CERTIFICATE (FORM C11)</b>				
14.4.1	The bidder must be compliance with SARS at the time of submission of tender and such information will be verified with Central Supplier Database (CSD) and on SARS eFiling. In case of a consortium/ joint venture, or where sub-contractors are utilised, each consortium/ joint venture member <b>must</b> be in compliance with SARS and the information will be verified for each party.				
14.4.2	Each party of the JV/Consortium and/or sub-contractor must complete and sign the Integrity declaration forms.				
14.5	<b>PART 5: (FORM C4 and C12) Certificate of Authority to Sign a Bid Integrity Declarations</b>				
14.5.1	Bidders must complete, sign and submit the Declaration form.				

**RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

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	A bidder must complete the relevant part of the document and it must indicate who is delegated to communicate or deal with ITHALA SOC Limited. Any other irrelevant sections to the tendering entity must be marked 'N/A'.										
14.5.2	A signed copy of the JV/Consortium agreement or an intent to enter into a JV/Consortium agreement must be included indicating the percentage share of the entities in the agreement. Should the agreement be an intent, if awarded the bid, a fully signed JV/Consortium agreement must be submitted within 14 calendar days of an award letter, prior to the conclusion of an SLA. Failing to submit this JV/Consortium agreement Ithala reserves the right to withdraw the award letter.										
14.6	<b>PART 6: PREFERENCE POINT SYSTEM</b>										
14.6.1	<p><b>Completion of the attached preference points claim form (C13)</b></p> <p><b>Submission of proof of claim in line with the stipulated requirement in terms of preference procurement</b></p> <table border="1" data-bbox="188 1077 820 1339"> <tr> <td>More than 51% owned by Blacks as per the category on Table 1 on form C13</td> <td>20</td> </tr> <tr> <td>Less than 51% owned by Blacks as per the category on Table 1 on form C13</td> <td>10</td> </tr> <tr> <td>Zero ownership of the category indicated on Table 1 on form C13</td> <td>0</td> </tr> </table>	More than 51% owned by Blacks as per the category on Table 1 on form C13	20	Less than 51% owned by Blacks as per the category on Table 1 on form C13	10	Zero ownership of the category indicated on Table 1 on form C13	0				
More than 51% owned by Blacks as per the category on Table 1 on form C13	20										
Less than 51% owned by Blacks as per the category on Table 1 on form C13	10										
Zero ownership of the category indicated on Table 1 on form C13	0										
14.6.2	<p><b>Bidder to submit proof of B-BBEE status level of contributor:</b></p> <p>(a) the B-BBEE status level certificate issued by an authorised verification agency.</p> <p>(b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or</p> <p>(c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.</p> <p>(d) Bidders must note no preference points will be allocated for submitting this certificate, but will be used for statistical reporting</p>				N/A						
14.6.3	<p>For a consortium or joint venture:</p> <p>A trust, consortium or joint venture must submit a consolidated B-BBEE certificate to indicate their status level in line with the BBEE Code of Good Practice</p>				N/A						
14.6.4	A copy of the joint venture / consortium agreement must be included.										

**RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

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<b>14.7</b>	<b>PART 7: TECHNICAL SUBMISSIONS/ REQUIREMENTS (FORM C.7 and C.10)</b>				
14.7.1	Bidder must provide Reference Letters /Completion certificates.				
14.7.2	Methodology And Approach				
<b>14.8</b>	<b>PART 8: DEVIATIONS FROM REQUEST FOR BID (FORM C14)</b>				
14.8.1	Please indicate deviations or modifications to this Request for Bid on form <b>C14</b>				
14.8.2	If no deviations are required, please mark the form “Nil” and sign				
<b>14.9</b>	<b>PART 9: PRICING SCHEDULE (FORM C.7)</b>				
14.9.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and bidders are expected to submit a costing that is fair and reasonable.				
14.9.2	A proposed pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				
<b>14.10</b>	<b>PART 10: PROCUREMENT TIMELINES (FORM C5)</b>				
14.10.1	This part of a bid documents informs bidders when the bid process is expected to be finalised. It may not necessarily be followed.				
14.10.2	Terms of Reference are the requirements by Ithala. When a proposal is submitted, a bidder must be certain that TOR are understood and has the capacity to offer a specified service.				
<b>14.11</b>	<b>PART 11: ANNEXURES</b>				
14.11.1	Bidders must insert all their additional annexures in part 11. This can include professional registrations, insurances etc.				
<b>14.12</b>	<b>VAT</b>				
14.12.1	ITHALA SOC Limited is a VAT Vendor. Prices quoted must include VAT.				
14.12.2	ITHALA SOC Limited reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be in excess of R1m for 12 consecutive months as the VAT Act requires.				
14.12.3	If the required service is anticipated to be more than R1m in revenue for the consecutive 12 months, the service provider must indicate their prices inclusive of VAT, even if the service provider is not a registered VAT vendor. The service provider will then be required to apply for VAT registration immediately after an award and no payment will be made to the service provider in respect of the				

**RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	services rendered until the VAT registration is finalised and proof to that effect is submitted to Ithala SOC.				
14.12.4	Should a non-VAT vendor be awarded, and they fail to register for VAT immediately after an award and they demand to be paid, the payment will be made exclusive of VAT and the service provider will not have a right to claim for VAT for that processed payment should they register for VAT later on.				
14.12.5	No pro-rata or back payments will be made in respect of VAT for any service provider who registers for VAT after an award.				
<b>15.</b>	<b>PRESENTATIONS</b>				
15.1	ITHALA SOC Limited reserves the right to invite bidders for presentations before the award of the bid.				
15.2	If the date of the presentation meeting is not indicated in the bid document, at least three (3) working days' notice will be given to bidders required to attend.				
15.3	The presentation will be in line with the ToR and may affect the outcome of the evaluation assessment.				
<b>16.</b>	<b>NEGOTIATION</b>				
16.1	ITHALA SOC Limited has the right to enter into negotiation with a prospective bidder regarding any terms and conditions, including price(s), of a proposed contract.				
16.2	ITHALA SOC Limited shall not be obliged to accept the lowest or any quotation, offer or proposal. Furthermore, ITHALA SOC Limited reserves the right not to award the tender to highest ranking bidder in terms of PPPFA.				
16.3	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.				
16.4	Documents submitted by bidders will not be returned.				
<b>17.</b>	<b>DOMICILIUM</b>				
17.1	The parties hereto choose <i>domicilia citandi et executandi</i> for all purposes of and in connection with the final contract as follows:				
17.2	ITHALA SOC Limited, 28 Somtseu Road, North Towers, Kingsmead Office Park, Durban, 4000				
<b>18.</b>	<b>COST OF BID PREPARATION</b>				
18.1	Bidders shall prepare and submit a bid at their own expense				
<b>19.</b>	<b>SITE INSPECTIONS</b>				



**RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
19.1	ITHALA SOC Limited reserves the right to do site inspections of bidders to establish suitability of premises, vehicles, etc. to perform services effectively and efficiently				
19.2	The site inspection may affect the outcome of the evaluation assessment.				
<b>20.</b>	<b>BID VALIDITY PERIOD</b>				
20.1	Bid will be valid for a period of 120 days				
20.2	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.				
20.3	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.				
20.4	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.				
<b>21.</b>	<b>ISSUE ADDENDA</b>				
21.1	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list				
21.2	Addenda will be issued to the shortlisted service provider's only and completed non-disclosure agreement.				
21.3	Acknowledge receipt of addenda to the tender documents, which the employer may issue.				
<b>22.</b>	<b>SUBMITTING OF FRAUDULENT DOCUMENTS</b>				
22.1	The bidder must declare any Partnership or JV arrangements when submitting the proposal				
22.2	All parties to the bid (JV or Partnership) must submit all the required returnable documents as per the requirement of the tender.				
22.3	In order to comply with security risk requirements, a bidder awarded a contract may only enter into a subcontracting arrangement with the approval of Ithala.				
22.4	Failure to comply with the above (22.1, 22.2 and 22.3) will disqualify the bidder or terminate the contract in whole or				

**RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	in part and Ithala will claim any applicable damages from the bidder.				
<b>23.</b>	<b>PROTECTION OF PERSONAL INFORMATION ACT (POPIA)</b>				
23.1	The bidder must be compliant with the Protection of Personal Information Act 4 of 2013.				
23.2	The bidder must have the necessary appropriate physical, technological, administrative and technical security measures to ensure the protection and confidentiality of personal information that it, or its employees, its contractors or other authorised individuals comes into contact with to prevent loss or damage, or unauthorized access, processing or destruction.				

**C.4 CERTIFICATE OF AUTHORITY TO SIGN A BID**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(V) SOLE PROPRIETOR	(VI) JOINT VENTURES

**i. CERTIFICATE FOR COMPANY**

I, ....., chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board (copy attached) taken on ..... 20....., Mr/Ms ....., acting in the capacity of ....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** .....

**Date:** .....

**ii. CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as .....  
 ..... Hereby authorise Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note:** This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

**iii. CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as, .....  
 ..... Hereby authorise Mr/Ms.  
 .....

Acting in the capacity of ..... , to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**iv. CERTIFICATE FOR SOLE PROPRIETOR**

I, ....., hereby confirm that I am the sole owner of the business trading as .....

**Signature** of Sole owner: .....

As Witnesses:

1.....

2. ....

Date: .....

v. **CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by **EACH member** of a joint venture submitting a tender.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms.....;

Authorised signatory of the Company.....

Acting in the capacity of lead JV partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf as a joint venture.

**NAME OF JV**

**ORGANIZATION**.....

ADDRESS:.....  
.....  
.....  
.....

DULY AUTHORISED SIGNATORY NAME .....

DESIGNATION: .....

SIGNATURE: .....

DATE: .....

**C.5 PROCUREMENT TIMELINES**

<b>PROCUREMENT TIMELINE</b>	<b>DATE</b>	<b>TIME</b>
RFB Release Date	25 March 2024	13:00
Written questions of clarification	09 April 2024	16:00
Written response to clarifications	12 April 2024	16:00
Service Provider Bids Due	18 April 2024	11:00
*Completion of Bid Evaluations	2 May 2024	16:00
*Anticipated Contract Award	13 May 2024	16:00

**\*Indicative dates**

## **C.6 TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

### **1. PURPOSE**

Ithala SOC seeks to appoint a Service Provider to deploy and implement an end-to-end Application Performance Monitoring (APM) solution on-premises or SaaS. The APM must be collaborative, leverage on the existing Infrastructure and enable Ithala SOC LTD to proactively detect, diagnose and resolve problems involving Servers, OS, Database transactions, JVM, Web interfaces and Applications that impact MTTR and User Experience. The appointed Service Provider will implement the APM, provide training and second line support for a period of 12 months.

### **2. BACKGROUND**

The company's Applications Architecture comprises of a myriad of banking and non-banking applications hosted at several Data Centres. Some Applications are hosted at a company's primary Data Centre and replicated at an off-site secondary Data Centre, whilst others are hosted in the cloud (MS Azure) environment and others in a shared VM ware platform at Ithala Development Finance Corporation (IDFC). The various sites connect with one another via SD-WAN and IPsec. The company's technology stack consists of among others, RPG Banking Application hosted in IBM Power 9 series Servers, a ORACLE DBMS, SQL, JAVA, Lotus, and other proprietary applications running on Microsoft platform.

### **3. SOLUTION REQUIREMENTS**

The proposed APM solution must meet the following requirements:

- Features in the 2023 Gartner Magic Quadrant for APM and Observability.
- Monitors network performance and has the ability to detect, diagnose, and resolve network performance problems and outages.
- Tracks Users and devices connected on the network and manages switch ports and bandwidth usage.
- Monitors performance and availability of applications.
- Monitors capacity, and resource utilization the supporting infrastructure.
- Collates and analyses logs and displays results in real-time using dashboards, and User Interfaces.
- Proactively detects and logs incidents with IT service desk.
- Monitors end-to-end real User experience and creates and monitors simulated end-user transactions.
- Ease of use and configuration of key metrics.
- Provides auditing capabilities and complies with the minimum applicable Regulatory requirements.

### **4. ASSIGNMENT PERIOD**

The estimated project period is twelve (12), divided into three (3) months actual solution implementation and nine (9) months for second line support as per SLA and training of internal resources on the Tool.

## 5. FUNCTIONALITY CRITERIA

### 5.1 METHODOLOGY AND APPROACH

- Briefly describe your solution implementation methodology
- Confirm what measures will be put in place to prevent unauthorized access to, interception of, or interference with any data.
- Provide a detailed implementation timeline that the following project milestones:
  - Requirements gathering
  - Design and Configuration
  - Deployment and Testing
  - Support staff training and skills transfer
  - Migration to Production; and
  - Service Level Agreement

### 5.2 EXPERIENCE

Bidder must provide letter of appointments / Reference Letters / Purchase Order / Completion certificates. They must be in company letterhead, have a person's name and number that Ithala SOC LTD can contact to confirm the service the bidder provided.

### 5.3 REFERENCES

Please provide a table listing your current or previous clients. (This table should include Client name, description of work, contact details, start date, end date and the value of project).



**C.7 ITHALA PRICE SCHEDULE PROPOSED FEES**

NAME OF BIDDER:	
OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.	

	Description	No. of months	Cost per month	Total Cost
1.	Solution implementation	3 months	R	R
2.	Support and training of internal resources on the tool	9 months	R	R
3.			R	R
4.			R	R
5.			R	R
6.			R	R
7.			R	R
8.			R	R
<b>Total VAT Excl.</b>				R
<b>VAT @ 15%</b>				R
<b>Total VAT Incl.</b>				R

**Note: Other Costs must be clearly defined with detailed breakdown.**

**C.8 EVALUATION PROCESS & CRITERIA**

*This phase consists of Mandatory and Non-Mandatory administrative compliance evaluation of all proposals.*

		Compliance			
		Yes	No	Noted	If no, indicate deviation
<b>1.</b>	<b>EVALUATION PROCESS</b>				
<b>1.1</b>	<b>STAGE ONE: ADMINISTRATION COMPLIANCE</b>				
1.1.1	<p>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.</p> <p><b>a) <u>Mandatory</u></b> Bids will only be compliant if bidder has submitted the following documents:</p> <ul style="list-style-type: none"> <li>• The bidder must have registered as a vendor on the National Treasury Central Supply Database (CSD), which can be found at <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017</li> <li>• The bidder must be in good standing with SARS and such information will be verified through Central Supply Database (CSD) or using SARS e-filing pin in National Treasury compliance with instruction note 9 of 2017/2018 prior to the award of the bid.</li> <li>• Integrity declaration – completed and signed</li> <li>• The proposing entities are bona fide entities, registered in accordance with the laws of SA; and sole proprietary must be in compliance.</li> </ul> <p><b>Failure to provide any mandatory information as requested above will result in the submission being deemed non-responsive.</b></p> <p><b>b) <u>Non-Mandatory</u></b> Administrative Compliance such as but not limited to:</p> <ul style="list-style-type: none"> <li>• All proposals are complete (i.e. all required documentation are attached, all questions are answered);</li> <li>• B-BBEE Certificate or Sworn Affidavit</li> </ul> <p>Where a bid specifies certain documents prior to the award, no bidders can be awarded the bid without the specified documents. This information will be requested during the evaluation process and the bidder will be expected to provide any outstanding documentation within limited period prior to award.</p>				
<b>1.2</b>	<b>STAGE TWO FUNCTIONALITY CRITERIA</b>				
1.2.1	Responsive bids will be evaluated according to the criteria, weightings and threshold scores as indicated on C10				
1.2.2	Failure to obtain the minimum of 60 on functionality will result in disqualification from further evaluation				

**RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

		Compliance			
		Yes	No	Noted	If no, indicate deviation
1.3	<b>STAGE THREE DEMONSTRATION</b>				
1.3.1	<ul style="list-style-type: none"> <li>Those who qualify or pass the functionality will be required to demonstrate how the solution works from the start to the end and what reports are available.</li> <li>Solution must conform to the scope of work as per Ithala requirements.</li> <li>The bidder will make the demonstration to the Ithala SOC Limited Bid evaluation committee and user department.</li> <li>A rubric will be used when evaluating the bidder's demonstration.</li> <li>Bidders are required to score a minimum of 60 point to move to stages four.</li> </ul>				
1.4	<b>STAGE FOUR PRICE AND SPECIFIC GOALS EVALUATION</b>				
1.4.1	Bidders, who meet all the requirements for stages one, two, three will be evaluated through the price and specific goals evaluation.				
1.5	<b>ADJUDICATION OF BID</b>				
1.5.1	The Bid Adjudication Committee will consider the recommendations and make the final award.				
1.5.2	The bid shall be awarded at the sole and absolute discretion of Ithala. Ithala hereby represents that it is not obliged to award this bid to any bidder. ITHALA is entitled to <b>retract</b> this bid at any time as from the date of issue. ITHALA is not obliged to award this bid to the bidder that quotes the lowest.				
1.5.3	A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of ITHALA regarding this bid from the date the offer is submitted until the date of award of the bid.				
1.6	<b>Awarding of contract</b>				
1.6.1	ITHALA reserves the right to award this bid in full or in Part.				
1.6.2	The award will be based on applicable tariff / rates over the contract period				

**C.9 FUNCTIONALITY EVALUATION CRITERIA**

With regards to the Functional Requirements, being stage 2 of the evaluation process, the following criteria and the associated weightings will be applicable (kindly refer to page 24 for further clarity):

<b>ELEMENT</b>		<b>WEIGHT</b>	<b>SCORE</b>
Bidder's Experience	<p>Bidder must provide letter of appointments / Reference Letters / Purchase Order / Completion certificates.</p> <ul style="list-style-type: none"> <li>• 3 (Three) and below = 0 points</li> <li>• 4 (four) – 6 (six) = 10 points</li> <li>• 7 (seven) – 9 (nine) = 20 points</li> <li>• 10 (ten) and above = 30 points</li> </ul>	<b>30</b>	
Reference	<p>Please provide a table listing your current or previous clients. (This table should include Client name, description, contact details, start date, end date and the value of project).</p> <ul style="list-style-type: none"> <li>• 1 (one) and not providing a table = 0 points</li> <li>• 2 (two) = 10 points</li> <li>• 4 (four) – 3 (three) = 20 points</li> <li>• 5 (five) and above = 30 points</li> </ul>	<b>30</b>	
Methodology And Approach	<p>The methodology and approach were:</p> <ul style="list-style-type: none"> <li>• Excellent = 40 points</li> <li>• Good = 30 points</li> <li>• Average = 20 points</li> <li>• Bad = 0 points</li> </ul>	<b>40</b>	
<b>TOTAL</b>		<b>100</b>	
<b>Note: Failure to obtain the minimum of 60 functionality will result in disqualification from further evaluation.</b>			

**C.10 DEMONSTRATION CRITERIA**

Criteria	5 = Excellent	4 = Good	3 = Average	1 = Poor	0= No evidence
1. Collects and correlates data from multiple host environments (AS400, DT Enterprise, Orbital, CCAM, MIS, Service Desk (logged incidents), JDE, LAN, WAN, Servers, Virtual Machines, SQL Server, Microsoft).					
2. Monitors and displays application performance (response times, availability (uptimes, downtimes), request rates (traffic / utilization), data sizes and error rates).					
3. Monitors and displays server performance (CPU, garbage collection (memory recovery) and memory usage).					
4. Real User Monitoring from all applications (user experience)					
5. Monitors and displays network performance (WAN availability (uptime, downtime) and bandwidth).					
6. Monitors and displays server availability (uptime, downtime) and utilization (disk capacity).					
7. Service Desk workflow (logs incidents).					
8. Standard, custom and downloadable reports.					
9. Customizable queries					
10. Logs and events availability (Infrastructure monitoring).					
11. Visual dashboard display on screen monitors and remotely via Web.					
12. Application Security monitoring (SQL injection, 3 <sup>rd</sup> party vulnerability etc).					
13. Warning alerts and notifications via screen monitors, emails and mobile phones					
14. Works with a broad range of technologies (Azure, Oracle, SQL, Android, Virtual Machines, Microsoft, Java, IOS, JDE, SAP, Linux, Web etc.).					
15. Project implementation approach					

## C.11 TAX CLEARANCE REQUIREMENTS

### IT IS A CONDITION OF BIDDING THAT

- The taxes of the successful bidder must be in order at the time of submission of tender, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
- In bids where Consortia/Joint Ventures/Sub-contractors/Partners are involved, each party must be in compliance with SARS and such information will be verified through central supplier database (CSD).

**C.12 INTEGRITY DECLARATIONS**

**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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by Ithala SOC (Ltd)?

YES	NO
-----	----

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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.

2.2.1 If so, furnish particulars:

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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:

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### 3 DECLARATION

I, the undersigned, (name & Surname)\_\_\_\_\_ 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 declaration;
- 3.2. I understand that the accompanying bid will be disqualified if this declaration 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.
- 3.5. 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.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of Ithala SOC (Ltd) in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. 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

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<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.



**RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

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.

3.8. The bidder or any of its directors is / are not listed on the National Treasury's Register of Tender Defaulters or the Database of Restricted Suppliers, have not been convicted by a court of law for fraud and corruption during the past five years, have not had any contract between the bidder and any organ of state being terminated during the past five years on account of failure to perform on or comply with the contract

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

I ACCEPT THAT ITHALA SOC (LTD) MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF ITS SCM POLICY SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**

**C.13 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**

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**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 **80/20** preference point system.
- b) Either the **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.

**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>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</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 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2) 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:

then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
More than 51% owned by Blacks	20	
Less than 51% owned as per the above category	10	
Zero ownership of the category indicated	0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

**RFB 20/23 - APPOINTMENT OF A SERVICE PROVIDER TO DEPLOY AND IMPLEMENT AN END-TO- END (APM) APPLICATION PERFORMANCE MONITORING SOLUTION**

- 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.

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

**C.14 DEVIATIONS FROM THE REQUEST FOR BID**

Should the bidder desire to make any departures from, or modifications to this Request for Proposal or to qualify its bid in any way, it shall clearly set out its proposals hereunder or alternatively state them in a covering letter attached to its bid and referred to hereunder, failing which the bidder shall be deemed to be unqualified and conform exactly with the requirements of this Request for Proposal.

If no departures or modifications are desired, the Schedule hereunder is to be marked “NIL” and signed by the bidder.

Unless otherwise specified specifically and stipulated in writing, the Contract constitutes the sole memorial of the Contract between the parties and any terms and conditions forming part of the bidder’s Bid or other documentation shall not form part of the Contract and shall be of no force or effect.

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

\_\_\_\_\_  
**DATE**

**C.15 BID SUMMARY AND DETAILS**

We the undersigned submit this bid in accordance with the conditions contained in the referenced RFB document and attach the documents required:

No.	Description in detail	Documents Attached
<b>A. Commercial Documents</b>		<b>(Yes/ No/ N.A.)</b>
1.	Deviations from Request for Proposal	
2.	Covering letter	
3.	Entire Bid Document	
4.	In good standing with SARS and such information will be verified through Central Supply Database (CSD);	
5.	CC or Company Registration Documents or copy of ID if sole propriety	
6.	BBBEE Certificate/ sworn affidavit	
7.	Integrity Declarations	
8.	Valid Tax Clearance Certificate/ Pin	
9.	Bidder's Disclosure	
10.	Joint Venture or Partnership Agreement where applicable	
<b>B. Technical Documents</b>		
11.	letter of appointments / Reference Letters / Purchase Order / Completion certificates	
12.	A table listing your current or previous clients	
13.	Methodology and approach	

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Bidder