

Request for Proposals (RFP)

The Supply, Hosting and Support of an Enterprise Service Management Solution to the CSIR

RFP No. 3656/18/10/2024

Date of Issue	Wednesday, 02 October 2024				
Compulsory Briefing	Date and Time	Date: Wednesday 09 October 2024 Time: 11h30 Venue: MS Teams (Virtual)			
MS Team Session	Link	Join the meeting now Meeting ID: 368 370 909 931 Passcode: vRsyAw			
Enquiries	Strategic Procurement Unit				
Last date for submission of enquiries/clarifications	Thursday, 10 Octob	o and RFP Description as subject reference per 2024			
Electronical Submission		tender@csir.co.za (If tender submission exceeds 25MB multiple emails can be sent)			
CSIR business hours	08h00 – 16h30				
Category	Professional Services				
Closing Date and Time	Friday, 18 October	2024 @ 16H30			

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RFP STRUCTURE

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SECTION A

GENERAL RFP TERMS AND CONDITIONS

1 INTRODUCTION

The Council for Scientific and Industrial Research (CSIR) is one of the leading scientific research and technology development organisations in Africa. In partnership with national and international research and technology institutions, the CSIR undertakes directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR's main site is in Pretoria while it is represented in other provinces of South Africa through regional offices.

2 SUBMISSION OF PROPOSALS

- 2.1 All proposals are to be submitted electronically to <u>tender@csir.co.za</u>. No late proposals will be accepted.
- 2.2 All proposals will only be considered if received by the CSIR before the closing date and time (as indicated on the cover page). The CSIR business hours are between 08h00 and 16h30.
- 2.3 All proposal submissions are to be clearly subject referenced with the <u>RFP number and RFP</u> <u>Description</u>. Proposals must consist of two parts, each of which must be sent in two separate emails with the following subject:
 - PART 1: Technical Proposal (Please indicated the RFP Number on each File/folder)

 PART 2: Pricing Proposal, Specific Goals claim documentation: RFP No.: (Please

indicated the RFP Number on each File/folder)

- 2.4 Proposals submitted must be signed by a person or persons duly authorised.
- 2.5 Proposals submitted at incorrect location and/or address, will not be accepted for considerations and where practicable, will be returned unopened to the Bidder(s).
- 2.6 Proposals received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).

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2.7 All dates and times in this bid are South African standard time.

2.8 Any time or date in this bid is subject to change at the CSIR's discretion. The establishment

of a time or date in this bid does not create an obligation on the part of the CSIR to take any

action or create any right in any way for any bidder to demand that any action be taken on

the date established. The bidder accepts that, if the CSIR extends the deadline for bid

submission (the Closing Date) for any reason, the requirements of this bid otherwise apply

equally to the extended deadline.

2.9 Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc.

will not be considered.

2.10 The naming / labelling syntax of files or documents must be short and simple.

2.11 The CSIR will award the contract to qualified bidder(s)' whose proposal is determined to be

the most advantageous to the CSIR, taking into consideration the technical (functional)

solution, price, specific goals and objective criteria.

3 COUNTER CONDITIONS

3.1 Bidders' attention is drawn to the fact that amendments to any of the RFP Conditions or

setting of counter conditions by the Bidders or qualifying any RFP Conditions will result in

the invalidation of such bids.

4 FRONTING

4.1 Government supports the spirit of broad based black economic empowerment and

recognizes that real empowerment can only be achieved through individuals and businesses

conducting themselves in accordance with the Constitution and in an honest, fair, equitable,

transparent and legally compliant manner. Against this background the Government

condemn any form of fronting.

4.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as

part of the RFP evaluation processes, conduct or initiate the necessary

enquiries/investigations to determine the accuracy of the representation made in bid

documents. Should any of the fronting indicators as contained in the Guidelines on Complex

Structures and Transactions and Fronting, issued by the Department of Trade and Industry,

be established during such enquiry / investigation, the onus will be on the Bidder / contractor

to prove that fronting does not exist. Failure to do so within a period of 14 days from date of

notification may invalidate the bid / contract and may also result in the restriction of the Bidder

/contractor to conduct business with the public sector for a period not exceeding ten years,

in addition to any other remedies the CSIR may have against the Bidder / contractor

concerned.

5 PRICING PROPOSAL

5.1 Pricing must be provided in South African Rand (including all applicable taxes less all

unconditional discounts).

5.2 Prices that are subject to escalation and exchange rate fluctuations are to be clearly

indicated, with the currency and ROE used in the quotation must be clearly indicated.

5.3 Price should include additional cost elements such as travel cost, freight, insurance until

acceptance, duty where applicable, etc.

5.4 Payment will be according to the CSIR Payment Terms and Conditions.

5.5 Please provide a detail pricing using a Pricing Schedule/Bill of Quantities outlined under

Annexure D. Pricing must strictly be in accordance with the Pricing Schedule.

6 APPOINTMENT OF SERVICE PROVIDER

6.1 The contract will be awarded to the bidder who scores the highest total number of points

during the evaluation process, except where the law permits otherwise.

6.2 Appointment as a successful service provider shall be subject to the parties agreeing to

mutually acceptable contractual terms and conditions. In the event of the parties failing to

reach such agreement, CSIR reserves the right to appoint an alternative supplier.

6.3 Awarding of contracts will be published on the same platform where the bid was published,

and no regret letters will be sent to unsuccessful bidders.

7 SERVICE LEVEL AGREEMENT

7.1 Upon award, the CSIR and the successful bidder will conclude an agreement in line with applicable form of contract (i.e. **Draft Supplier Agreement**) regulating the specific terms and conditions applicable to the services being procured by the CSIR, more or less in the format of the draft Service Level Indicators (Annexure J) included in this tender pack.

7.2 Bidder(s) are requested to:

7.2.1. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators.

7.2.2. Explain each comment and/or amendment; and

7.2.3. Use an easily identifiable colour font or "track changes" for all changes and/or

amendments to the Service Level Indicators for ease of reference.

7.3 The CSIR reserves the right to accept or reject any or all amendments or additions proposed

by a bidder if such amendments or additions are unacceptable to the CSIR or pose a risk to

the organisation.

8 ENQUIRIES AND CONTACT WITH THE CSIR

8.1 Any enquiry regarding this RFP shall be submitted in writing to the CSIR on the email and

format outlined in the table on the cover page of this RFP document.

8.2 Any other contact with CSIR personnel involved in this tender is not permitted during the RFP

process other than as required through existing service arrangements or as requested by the

CSIR as part of the RFP process.

9 MEDIUM OF COMMUNICATION

9.1 All documentation submitted in response to this RFP must be in English.

10 CORRECTNESS OF RESPONSES

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10.1 The bidder must confirm satisfaction regarding the correctness and validity of their proposal

and that all prices and rates quoted cover all the work/items specified in the RFP. The prices

and rates quoted must cover all obligations under any resulting contract.

10.2 The bidder accepts that any mistakes regarding prices and calculations will be at their own

risk.

11 VERIFICATION OF DOCUMENTS

11.1 Bidders should check the numbers of the pages to satisfy themselves that none is missing

or duplicated. No liability will be accepted by the CSIR in regard to anything arising from the

fact that pages are missing or duplicated.

11.2 Pricing schedule and specific goals credentials should be submitted with the proposal, but

as a separate document and no such information should be available in the technical

proposal.

12 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

12.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors,

employees, advisors and other representatives), its sub-contractors (if any) and personnel of

its sub-contractors comply with all terms and conditions of this bid. In the event that the CSIR

allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain

the responsibility of the bidder and the CSIR will not under any circumstances be liable for

any losses or damages incurred by or caused by such sub-contractors.

13 ADDITIONAL TERMS AND CONDITIONS

13.1 A bidder shall not assume that information and/or documents supplied to the CSIR, at any

time prior to this request, are still available to CSIR, and shall consequently not make any

reference to such information document in its response to this request.

13.2 Copies of any affiliations, memberships and/or accreditations that support your submission

must be included in the tender.

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13.3 In case of proposal/s from a joint venture, the following must be submitted together with the

proposal/s:

A joint venture agreement signed by both parties clearly indication the lead partner,

including split of work.

Copy of a valid certificate or consolidated B-BBEE score card.

• The Tax Compliance Status (TCS) or CSD Report of each joint venture partner.

Proof of ownership/shareholder certificates/copies; and

Company registration certificate/s.

13.4 An omission to disclose material information, a factual inaccuracy, and/or a

misrepresentation of fact may result in the disqualification of a tender, or cancellation of any

subsequent contract.

13.5 No goods and/or services should be delivered to the CSIR without an official CSIR Purchase

order or signed supplier agreement. The CSIR purchase order number must be quoted on

the invoice. Invoices without CSIR purchase order numbers will be returned to supplier.

13.6 Failure to comply with any of the terms and conditions as set out in this document will

invalidate the Proposal.

14 SPECIAL CONDITIONS

The CSIR reserves the right to:

14.1 Extend the closing date of this RFP.

14.2 Correct any mistakes before closing date and time of the tender that may have been in the

Bid documents or occurred at any stage of the tender process.

14.3 Verify any information contained in the bidder's submission.

14.4 Request documentary proof regarding the bidder's submission.

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14.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the

nature and quality of the product/service offered by the bidder(s) or verify any information

whether before or after the adjudication of this RFP.

14.6 Award this tender to a bidder that did not score the highest total number of points, only in

accordance with Section 2(1)(f) of the PPPFA (Act 5 of 2000).

14.7 Request audited financial statements or other documents for the purpose of a due diligence

exercise to determine if the bidder will be able to execute the contract.

14.8 Award this RFP as a whole or in part.

14.9 Award this RFP to multiple bidders.

14.10 Cancel and/or terminate the tender process at any stage, including after the Closing Date

and/or after presentations have been made, and/or after tenders have been evaluated and/or

after the preferred bidder(s) have been notified of their status as such.

14.11 Post tender negotiate on any elements on the bid, including but not limited to technical,

transformation, price, and contractual terms and conditions.

14.12 Not to award a contract to a bidder who is associated with a security breach that materially

adversely affects other entities or if any directors or officers of a bidder are formally charged

of fraudulent or illegal conduct which, would harm the CSIR's reputation by its continued

association with the bidder.

15 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

15.1 The CSIR reserves its right to disqualify any bidder who either itself or any of whose members

(save for such members who hold a minority interest in the bidder through shares listed on

any recognised stock exchange), indirect members (being any person or entity who indirectly

holds at least a 15% interest in the bidder other than in the context of shares listed on a

recognised stock exchange), directors or members of senior management, whether in

respect of CSIR or any other government organ or entity and whether from the Republic of

South Africa or otherwise ("Government Entity")

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a. Engages in any collusive tendering, anti-competitive conduct, or any other similar

conduct, including but not limited to any collusion with any other bidder in respect of the

subject matter of this bid.

b. Seeks any assistance, other than assistance officially provided by a Government Entity,

from any employee, advisor or other representative of a Government Entity in order to

obtain any unlawful advantage in relation to procurement or services provided or to be

provided to a Government Entity.

c. Makes or offers any gift, gratuity, anything of any value or other inducement, to any

Government Entity's officers, directors, employees, advisors or other representatives in

order to obtain any unlawful advantage in relation to procurement or services provided or

to be provided to a Government Entity.

d. Accepts anything of value or an inducement that would or may provide financial gain,

advantage or benefit in relation to procurement or services provided or to be provided to

a Government Entity.

e. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee,

gift or any other consideration, that is contingent upon or results from, the award of any

tender, contract, right or entitlement which is in any way related to procurement or the

rendering of any services to a Government Entity.

f. Has in the past engaged in any matter referred to above; or

g. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of

whether or not a prison term was imposed and despite such bidder, member or director's

name not specifically appearing on the List of Tender Defaulters kept at National

Treasury.

16 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

16.1 The bidder should note that the terms of its Tender will be incorporated in the proposed

contract by reference and that the CSIR relies upon the bidder's Tender as a material

representation in making an award to a successful bidder and in concluding an agreement

with the bidder.

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16.2 It follows therefore that misrepresentations in a Tender may give rise to service termination

and a claim by the CSIR against the bidder notwithstanding the conclusion of the Service

Level Agreement between the CSIR and the bidder for the provision of the Service in

question. In the event of a conflict between the bidder's proposal and the Service Level

Agreement concluded between the parties, the Service Level Agreement will prevail.

17 PREPARATION COSTS AND LIMITATION OF LIABILITY

17.1 The Bidder will bear all its costs in preparing, submitting and presenting any response or

Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore,

no statement in this bid will be construed as placing the CSIR, its employees or agents under

any obligation whatsoever, including in respect of costs, expenses or losses incurred by the

bidder(s) in the preparation of their response to this bid.

17.2 A bidder participates in this bid process entirely at its own risk and cost. The CSIR shall not

be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any

damages suffered as a result of the Bidder's participation in this Bid process.

18 INDEMNITY

18.1 If a bidder breaches the conditions of this bid and, as a result of that breach, the CSIR incurs

costs or damages (including, without limitation, the cost of any investigations, procedural

impairment, repetition of all or part of the bid process and/or enforcement of intellectual

property rights or confidentiality obligations), then the bidder indemnifies and holds the CSIR

harmless from any and all such costs which the CSIR may incur and for any damages or

losses the CSIR may suffer.

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19 PRECEDENCE

19.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

20 TAX COMPLIANCE

20.1 No tender shall be awarded to a bidder who is not tax compliant. If a recommended bidder is not tax complaint, the bidder will be notified in writing of their non- compliant status and the bidder will be requested to submit written proof from SARS of their tax compliant status or proof that they have made an arrangement to meet their outstanding tax obligations within seven (7) working days. Should they fail to do so CSIR will reject their bid.

20.2 The CSIR reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the CSIR, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The CSIR further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

21 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

21.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The CSIR reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

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22 GOVERNING LAW

22.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

23 CONFIDENTIALITY

- 23.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the CSIR's examination and evaluation of a Tender.
- 23.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the CSIR remain proprietary to the CSIR and must be promptly returned to the CSIR upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 23.3 Throughout this bid process and thereafter, bidder(s) must secure the CSIR's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

24 AVAILABILITY OF FUNDS

24.1 Should funds no longer be available to pay for the execution of the responsibilities of this bid, the CSIR may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

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25 PERSONAL INFORMATION

- 25.1 Each Party consents to the other Party holding and processing "personal information" (as defined in the POPI Act) relating to it for legal, personnel, administrative and management purposes (including, if applicable, any "special personal information" relating to him/her, as defined in the POPI Act). Notwithstanding the generality of the aforesaid, each Party hereby undertakes to comply with all relevant provisions of the POPI Act and any other applicable data protection laws. The bidder further agrees to comply with all CSIR's reasonable internal governance requirements pertaining to data protection.
- 25.2 Each Party consents to the other Party making such information available to those who provide products or services to such parties (such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of such Party or any part of their business).
- 25.3 While performing any activity where a Party is handling personal information as a "responsible party" (as defined in the POPI Act), each Party undertakes that it will process the personal information strictly in accordance with the terms of the POPI Act, this Contract, and the other Party's instructions from time to time, and take appropriate operational measures to safeguard the data against any unauthorised access.
- 25.4 Each Party acknowledges that in the course of conducting business with each other, each Party intends to maintain and process personal information about the other Party in an internal database. By signing this Contract, each Party consents to the maintenance and processing of such personal information.

Where relevant, the bidder shall procure that all of its personnel, agents, representatives, contractors, sub-contractors and mandataries shall comply with the provisions of this clause 30 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit bidders' compliance with the requisite POPI Act safeguards.

26 DISCLAIMER

26.1 This RFP is a request for proposals only and not an offer document. Answers to this RFP must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its proposal, bidders shall be deemed to have satisfied Request for Proposal

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themselves with and to have accepted all Terms & Conditions of this RFP. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the RFP, whether with regard to its accuracy, completeness or otherwise and the CSIR shall have no liability towards the bidder or any other party in connection therewith.

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SECTION B

EVALUATION METHODOLOGY

27 **TERMS OF REFERENCE**

27.1 This RFP is for the Supply, Hosting and Support of an Enterprise Service Management Solution to the CSIR. The service offering must include all requirements as set out in Annexure B1 and B2.

28 **EVALUATION CRITERIA**

The CSIR has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Elimination Criteria (Phase 1)	Technical Evaluation Criteria (Phase 2)	Presentation Proposed System Demonstration Evaluation (Phase 3)	Price and Preference Points Evaluation (Phase 4)	Objective Criteria
Only bidders that	Bidder(s) are	Bidders will be	Bidder(s) will be	The CSIR
comply with ALL the	required to achieve a	evaluated out of 100	evaluated out of	reserves the
criteria set on	predetermined	points and must	100 points i.e.	right to award
paragraph 28.1 on	minimum threshold	obtain a minimum of	80 points for	this tender to a
Phase 1 below will	on each of the	an overall percentage	Price and 20 for	bidder that did
proceed to	individual criteria,	of 50 % and 50 % per	Preference	not score the
Technical/Functional	and a predetermined	criterion, as per	Points.	highest total
Evaluation (Phase	minimum threshold	Annexure C2. Only		number of
2).	on 100 points overall	bidder (s) who met		points in
	as set on paragraph	and/or exceeded the		accordance with
	28.2 below. Only	minimum threshold		Section (2) (1)
	bidder (s) who met	points on Phase 3		(f) of the PPPFA
	and/or exceeded the	below will proceed to		(Act 5 of 2000)
	minimum threshold	Price and Preference		refer to
	points on Phase 2	Points Evaluation.		paragraph 29
	will proceed to the	(Phase 4).		below.
	Presentation (Phase			
	3) refer to Annexure			
	C1.			

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28.1 Elimination Criteria (Phase 1)

Proposals will be eliminated under the following conditions:

- Bidder that submitted late bids will not be considered.
- Bidder that submitted to the incorrect location or email address will not be considered (Only electronic submission to tender@csir.co.za would be considered).
- Bidder that is listed on the NT database of restricted suppliers will not be considered.
- Bidder that is registered on the NT Register of Tender Defaulters will not be considered.
- Bidder that fails to attend the compulsory online briefing session.
- Bidder that did not submit mandatory returnable documents as listed on Annexure E:
 Proposal Form and List of Returnable Documents (Mandatory Returnable Documents Table).

28.2 Technical Evaluation Criteria (Phase 2)

The evaluation of the functional / technical detail of the proposal will be based on the following criteria:

No	ELEMENT	CRITERIA DESCRIPTION	WEIGHT
1	Client References	The bidder must demonstrate the company's relevant experience in implementing the proposed Enterprise Service Management Solution to organisations that are similar in size (+/- 2 500 employees) to the CSIR. • The bidder must provide a list of successfully completed projects for the period between 2015 and 2024, (use Annexure C3 to populate the information) • A minimum of three (3) relevant projects is required.	10
2	Proposed Solution (Mandatory)	 Bidders to complete the provided annexure B2. Bidders are required to complete the specification compliance questionnaire in full. Annexure B2 has weighted percentage for the responses which will be calculated to give a final score for the criteria. 	36
3	Proposed Solution (Non-Mandatory)	Bidders to complete the provided annexure B2.	24

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	CSIR Tender	Documentation
	 Bidders are required to complete the specification compliance questionnaire in full Annexure B2 has weighted percentage for the responses which will be calculated to give a final score for the criteria. 	
4 Project	Develop and submit a project plan with timelines	20
Implementation plan	for the implementation of the proposed Enterprise	
	Service Management solution to the CSIR. The	
	Project Implementation plan must include the	
	following:	
	Key milestones, tasks, and deliverables,	
	along with resource requirements and	
	dependencies.	
	Data migration process.	
	Change Management.	
	Customization.	
	User Training and adoption plan.	
	Implementation.	
	Commissioning.	
	The proposed project implementation period must	
	align with CSIR's timeline for implementation of 12	
	months from contract award.	
5 Company profile.	A company profile clearly indicating the number of	10
	years the company has been operating in the	
	industry as an implementor of Enterprise Service	
	Management solutions, with a minimum of three	
	years in experience. The company profile must	
	also provide a comprehensive overview of the	
	company, including expertise, and relevant	
	experience in implementing Enterprise Service	
	Management solutions.	
TOTAL (%)		100

Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of 70 % and less than 50 % (except *in instances where mandatory*

technical requirements apply) on any of the individual criteria will be eliminated from further

evaluation on **Presentation**, which will be conducted on - line.

Refer to Annexure C1 (Technical Evaluation Matrix/Rubrics) for the scoring

ranges/rubrics that will be used to evaluate functionality.

28.3 Presentation (Phase 3)

Only Bidders that have met the minimum thresholds on Technical/functional Evaluation will

be evaluated for Presentation. The Presentation phase will be evaluated as per Annexure

C2 Presentation Evaluation Criteria. Only bidders with an overall of 50% and 50% per

criterion on presentation will be evaluated further on Price and Preference. Points.

28.4 Price and Preference Points Evaluation (Phase 4)

Only Bidders that have met the minimum thresholds on Technical/functional Evaluation and

presentation will be evaluated for price and preference points. Price and Preference Points

will be evaluated as per **Annexure G**: Preference Points Award Form.

29 OBJECTIVE CRITERIA

The CSIR reserves the right to award this tender to a bidder that did not score the highest total

number of points in accordance with Section (2) (1) (f) of the PPPFA (Act 5 of 2000)", under the

following conditions:

The directors, shareholders or officers of the bidder must not be formally charged of

fraudulent or illegal conduct which could harm the CSIR's reputation by associating with

the bidder.

The bidder must satisfy the due diligence test, to validate/verify the bidder's capability to

deliver on the scope of work. The due diligence test will include the following,

The provided list of references will be verified to ascertain authenticity of the

reference and the level of bidder's performance.

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30 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. In order to enable the CSIR to verify information on the CSD, Respondents are required to provide the unique registration reference number.

Before any negotiations will start with the winning bidder it will be required from the winning bidder to:

- be registered on National Treasury's Central Supplier Database (CSD). Registrations can be completed online at: www.csd.gov.za;
- provide the CSIR of their CSD registration number.

Annexure A

Standard Bidding Document (SBD) 1

PART A: INVITATION TO BID

YOU ARE HEREBY IN	ITED TO BID FOR RE	EQUIREMENTS	OF T	HE C	SIR			
BID NUMBER: RFP N	lo.: 3656/18/10/2024 CLOSING DATE: 18 0			18 C	October 2024		_OSING ME:	16:30
DESCRIPTION The S	upply, Hosting and S	upport of an E	nterpr	ise S	Service Manage	emen	t Solution to	the CSIR
BID RESPONSE DOCU	MENTS MAY BE DEP	OSITED IN TH	E BID	BOX	SITUATED AT	(ST	REET ADDRI	ESS)
The CSIR requires that a exceed 25MB, bidders s description of the tender	ubmit tender in multiple	e emails. Use th	lectroni ne tend	ically der nu	to <u>tender@csi</u> umber RFP No.	: 365	<u>a</u> . Should tend 6/18/10/2024	der file size and
BIDDING PROCEDURE	ENQUIRIES MAY BE	DIRECTED						
TO			TECH	HNIC	AL ENQUIRIES	_		
CONTACT PERSON	Supply Chain Mana	gement Unit	CON	TAC	T PERSON	Su Ur	ipply Chain M nit	anagement
TELEPHONE NUMBER			TELE	PHC	NE NUMBER			
FACSIMILE NUMBER			FACS	SIMIL	E NUMBER			
E-MAIL ADDRESS	tender@csir.co.za		E-MA	AIL AI	DDRESS	te	nder@csir.co	<u>o.za</u>
SUPPLIER INFORMATION								
NAME OF BIDDER								
POSTAL ADDRESS								
STREET ADDRESS		T						
TELEPHONE NUMBER	CODE			NUM	MBER			
CELLPHONE NUMBER								
FACSIMILE NUMBER	CODE			NUM	MBER			
E-MAIL ADDRESS								
VAT REGISTRATION NUMBER								
SUPPLIER COMPLIANCE	TAX COMPLIANCE				CENTRAL SUPPLIER			
STATUS	SYSTEM PIN:		OR		DATABASE No:	MAA	ΔΔ	
1 ARE YOU THE		1		۸.		IVI/\/	v ı	
ACCREDITED			2 FORE		RE YOU A I BASED		☐Yes ☐No)
REPRESENTATIVE IN SOUTH AFRICA FOR	□Yes	□No			R FOR THE		[IF YES, AN	CWED THE
THE GOODS	□ i es	Пио			SERVICES		QUESTIONI	
/SERVICES /WORKS OFFERED?	[IF YES ENCLOSE	PROOF]	/WORKS OFFERED?					
QUESTIONNAIRE TO E	BIDDING FOREIGN SU	JPPLIERS						
IS THE ENTITY A RESI	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO							
_	DOES THE ENTITY HAVE A BRANCH IN THE RSA?							

Request for Proposal CSIR RFP No.: 3656/18/10/2024

CSIR Tender Documentation DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? 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 PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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.
- 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 / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE **BID INVALID.**

SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolu	tion)
DATE:	

Request for Proposal

Annexure B1

Technical Specification for the Supply, Hosting and Support of an Enterprise Service

Management Solution to the CSIR

RFP No.3656/18/10/2024

1. INVITATION FOR PROPOSAL

Proposals are hereby invited for the supply Off-the-Shelf Solution, hosting and support of Enterprise Service Management to the CSIR.

The purpose of the Request for Proposal (RFP) is to obtain capability, pricing and general information on the business of potential Contractors for the CSIR to determine the Contractors most capable of providing the service.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the CSIR.

This RFP does not constitute an offer to do business with the CSIR, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

Responses to this Request for Proposal (RFP) (hereinafter referred to as a Bid or a Proposal) are requested from suitably qualified entities (hereinafter referred to as a Respondent or Bidder) for the supply, hosting and support of Enterprise Service Management.

2. PROPOSAL REQUIREMENTS

All proposals are to be submitted in a format specified in this enquiry. The proposed solution must comply with ITIL (min version 3) best practices.

2.1. Technical Proposal

The bidders shall submit the following as part of the **technical** proposal:

- 2.1.1. The bidders shall complete Annexure B2 and submit it as part of the technical proposal.
 - The Bidder shall indicate how the proposed ESM solution will comply with the technical requirements and provide answers to the questions as they relate to the current release of the product.

2.1.2. Bidder to submit an Implementation project plan and timeline.

Bidders shall develop and submit a project plan with timelines for the implementation of the proposed Enterprise Service Management solution at CSIR. Outline key milestones, tasks, and deliverables, dependencies. Ensure alignment with CSIR's timelines for implementation within 12 months from contract award. Bidders to propose a phased approach if necessary to minimize disruption to ongoing operations. The plan should also highlight the following:

- Key milestones, tasks, and deliverables, along with resource requirements and dependencies
- Data migration process (Heat Classic 9.6, SQL DB)
- Change Management
- Integrations (Integrations must be completed within the defined period)
- Customization
- User Training and adoption plan
- Implementation
- Commissioning

The implementation of the project release and changes must be in line with the CSIR Change Control Process, procedures and practices.

2.1.3. Bidders to provide a company profile.

A company profile clearly indicating the number of years the company has been operating in the industry as an implementor of Enterprise Service Management solutions, with a minimum of three years in the industry. The company profile must also provide a comprehensive overview of the company, and relevant experience in implementing Enterprise Service Management

solutions. Highlight any certifications, partnerships, or awards that demonstrate the company capabilities in this domain.

- 2.1.4. The bidder must demonstrate the company's relevant experience in implementing an Enterprise Service Management Solution for organisations that are similar in size (+/- 2 500 employees) to the CSIR. The bidder must provide a list of successfully completed projects for the period between 2015 and 2024, minimum modules implemented including but not limited to incident management, problem management and change management (use Annexure C3 to populate the information).
 - A minimum of three (3) similar (Enterprise Service Management solution implementation, hosting and support) projects are required.

2.2. Financial Proposal:

The following must be submitted as part of the **financial** proposal:

- Cover Letter.
- Completed Pricing Schedule (Annexure D) on official company letterhead.
- CSD registration report (RSA suppliers only).

3. PROPOSAL SPECIFICATION

3.1. Scope of Work

The CSIR is looking to enhance its IT service delivery and management capabilities through the implementation of a robust Enterprise Service Management (ESM) Solution. The expected solution to be implemented must provide an effective Enterprise Service Management framework and able to extend the principles and methodologies of IT Service Management (ITSM) to various business units and departments.

To enhance service management capabilities, CSIR ICT requires a modern Enterprise Service Management Solution. This solution should facilitate automated integration across systems, leverage Al-powered self-help services for users, and provide advanced functionality to streamline processes. By implementing a robust ESM Solution, CSIR ICT aims to improve operational efficiency, reduce costs, and deliver an enhanced service experience to its users.

3.2. The scope of work shall include the following tasks:

- Enterprise Service Management Tool and related licenses.
- Conducting a comprehensive assessment of CSIR existing IT infrastructure, processes, and requirements.
- Product installation, configuration and implementation.
- Data migration from the existing call logging system (incident, problem and change).
- Developing a detailed project plan outlining timelines, milestones, and resource requirements for the implementation of the proposed solution.
- Customizing and configuring the EMS solution to align with CSIR specific business needs and workflows.
- Integrating the EMS solution with third-party applications and systems as per the defined integration requirements. Refer to paragraph 3.10 in Annexure B for details.
- Providing training and knowledge transfer sessions to CSIR IT staff and end-users.
- Conducting thorough testing and quality assurance procedures to ensure the reliability and performance of the implemented solution.
- Documenting all configurations, customizations, and procedures for future reference and maintenance.
- Providing post-implementation support and maintenance services to address any issues and optimize the performance of the EMS solution.

Collaborating closely with CSIR IT team and stakeholders throughout the implementation

process to ensure successful delivery and user adoption.

Define, develop and produce automatic reports for Incident Management key performance

indicators.

Define, develop and produce automatic customer notifications and surveys upon ticket

closures.

Ensure standardized service delivery across different support teams like IT, HR, Facilities,

Finance, Procurement

Support and Maintenance

Preventative Maintenance Services

Incident Response and resolution Services

Service management

Monthly Service level Agreement Report

3.3. Technical Requirements:

The bidder must ensure that their proposed Enterprise Service Management solution meets all

technical specifications outlined in the RFP, including requirements related to service desk capabilities, integration, scalability, security, reporting, and user interface. The proposed solution

must be supported and accessible on multiple platforms like Microsoft Windows, IOS, Android

and browsers (Edge, Chrome, Firefox etc).

The proposed Enterprise Service Management solution must meet the following technical

specifications:

The proposed solution must comply with ITIL (min version 3) best practices.

Service Desk:

• Incident Management: Ability to log, track, prioritize, and resolve incidents efficiently.

• **Ticketing System**: System for incident, service request, and inquiry management.

• Problem Management: Capability to identify root causes, perform trend analysis, and

implement permanent solutions.

• Change Management: Support for planning, approving, and implementing changes with

minimal disruption.

• Asset Management: Comprehensive asset discovery, tracking, and lifecycle

management functionalities.

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• Service Catalog: User-friendly service catalog for requesting and provisioning IT

services.

Knowledge Management: Centralized repository for storing, sharing, and accessing

knowledge articles and FAQs.

Integration: Seamless integration with existing IT infrastructure, including monitoring

tools, authentication systems (Azure Active Directory), and communication channels (MS

Team, Outlook). Refer to paragraph 3.10 in Annexure B for details.

• Scalability and Performance: Ability to scale to accommodate growing organizational

needs without compromising performance.

Security: Robust security features to safeguard sensitive data and ensure compliance

with data protection regulations.

Reporting and Analytics: Advanced reporting and analytics capabilities to monitor key

performance indicators and derive actionable insights, customizable dashboards. The data

must be accessible from other common reporting tolls such as powerBI, exporting to excel,

etc. Allow for flexibility in reporting and data integration, including documentation and

support for integrating the SMS data into our consolidated dashboards.

The proposed solution should not require plug-ins (such as jre, java webstart, etc..).

• It must be a cloud-based solution.

3.4. User Interface:

The bidder must describe the user interface of the proposed Enterprise Service Management

solution, emphasising its intuitiveness, self-service capabilities, and mobile responsiveness.

Intuitive and user-friendly interface

Self-service portal for end-users

Mobile responsiveness

3.5. Information Security Requirements

The below must be evidenced through official documentation. The bidder can submit a

confirmation letter from the head of information security on a company letterhead to provide surety

that the below information security controls have been implemented OR provide a reference/s to

Request for Proposal

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the organisations official publication which confirm that the following information security controls have been implemented.

3.6. Authentication and Access Control

- The system must authenticate CSIR employees making use of CSIR's authentication authority.
- The system must have user account management with the capability to assign and revoke different user roles.
- The system must have the option to enable multi-factor authentication.
- The system must have the capability for session timeouts as a result of inactivity.

3.7. Data Security (Encryption and Privacy) & Privacy

- The system's data allows for the latest (secured) encryption standard to be enabled when the data is stored.
- The system's data allows for the latest (secured) encryption standard to be enabled when the data is in transit.
- The tool must meet all Legal and Regulatory requirements e.g. Protection of Personal Information Act.

3.8. Risk and Vulnerability Management

- The system's manufacturer must have conducted a vulnerability assessment (penetration test) on the solution.
- The system's manufacturer must be able to provide security related support for the solution.
- There is a secure implementation design that is recommended by the manufacturer.
- Regular vulnerability scans are conducted on the system. Found vulnerabilities are managed.

3.9. Logs and Backups

• The system logs must capture important security event data.

Incident response support must be made available, should an information security related incident occur.

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3.10. Integration with CSIR applications/systems:

Some of the functionality, scope of work, or both requested may require integration with existing

enterprise applications, systems, or both. If integration is required:

The Bidder/Supplier shall collaboratively establish, host, and sustain system interfaces

according to the following to ensure compatibility and seamless functionality with existing and

future CSIR applications/systems or both as-delivered functionality:

The prevailing standards and practices of the CSIR

The requirements of the Protection of Personal Information Act

• The relevant requirements of the ISO 27000 family of Information Security Standards

This obligation encompasses but is not limited to the comprehensive development, deployment,

and maintenance of necessary database connectors, drivers, middleware development and

Application Programming Interfaces (APIs).

Furthermore, the Bidder/Supplier shall:

Transparently detail and assume responsibility for all associated resourcing and costs

incurred throughout the service term.

Ensure these interfaces are maintained at optimal performance levels, adhering to the

specifications required to support the CSIR's operational needs effectively.

Ensure these interfaces remain scalable, relevant, and applicable to accommodate the

changing technology landscape, implementations, system changes, standards, and

practices at the CSIR.

The following is a non-exhaustive list of CSIR applications, systems, or both considered relevant:

Monitoring tools, authentication systems (Azure Active Directory), and communication channels

(MS Team, Outlook).

The preferred bidder will be required to assign a Project Manager and technical team to

successfully implement the Enterprise Service Management Solution.

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Annexure B2

Technical Specifications Compliance Questionnaire

Bidders are required to complete the following technical specification compliance questionnaire in full. Indicating yes or no under the comply column, with a supporting comment in the reference column. The quality of the details provided as indicated under reference, will have an impact on the score given to the respective requirement. Where there is non - compliance to a specific requirement, bidders will be awarded zero (0) points for that specific requirement. In the case that the requirement is **mandatory** the bidder will be **eliminated**. Bidders that do not fully comply to any of the mandatory requirements will be eliminated.

The bidder **must provide a unique reference number** (e.g. folder, chapter, section, page number) to locate substantiating evidence in the bid response. During evaluation, CSIR reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT SUBMITTED".

Mandatory Technical Specifications

No.	Criteria	Sub-criteria	Description	Sub-weight (%)	Mandatory	Comply (Yes/No)	REFERENCE Bidder must provide unique reference* to locate (file name & Page number) substantiating evidence in the bid response
1.	Incident Management	Incident Logging and Tracking	Ability to log and track incidents reported by users or detected by monitoring systems.	15	Yes		
2.	Incident Management	Incident Prioritization	Capability to prioritize incidents based on severity, impact, and urgency.	5	Yes		

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3.	Incident Management	Incident Assignment and Escalation	Mechanisms for assigning incidents to support personnel and escalating unresolved incidents.	5	Yes		
4.	Service Request Management	Service Request Submission	Ability to submitting service requests, including self-service options.	10	Yes		
5.	Service Request Management	Request Fulfilment	Efficient process for fulfilling service requests with automated approvals and notifications.	2	Yes		
6.	Service Request Management	Service Request Catalogue	Ability to publish catalogue of available services with descriptions, costs, and request statuses.	3	Yes		
7.	Problem Management	Problem Identification and Logging	Ability to identify and log problems, recurring incidents, or potential issues through trend analysis.	8	Yes		
8.	Problem Management	Problem Analysis and Resolution	Process for analyzing problems and implementing permanent solutions.	3	Yes		
9.	Problem Management	Problem Trend Analysis	Capability to analyze historical data to identify patterns and recurring issues.	2	Yes		
10.	Change Management	Change Request Submission	Mechanisms for submitting and tracking change requests, including impact assessment and risk analysis.	10	Yes		

						CSIK Terider Documentation
11.	Change Management	Change Approval and Implementation	Controlled process for reviewing, approving, and implementing changes with minimal disruption.	4	Yes	
12.	Change Management	Change Documentation	Documentation of all change requests, approvals, implementation details, and post-change reviews.	2	Yes	
13.	Asset Management	Asset Discovery and Inventory Management	Automated discovery, tracking, and management of IT assets.	6	Yes	
14.	Knowledge Management	Knowledge Base	Centralized repository for storing, organizing, and sharing knowledge articles and FAQs.	4	Yes	
15.	Workflow Automation	Task and Process Automation	Automation of routine tasks and processes to improve efficiency and consistency.	3	Yes	
16.	Integration with Third- party Systems	System Integration	Integration with existing IT systems, applications, and third-party tools through APIs or connectors.	5	Yes	
17.	Scalability and Performance	Scalability	Ability to scale to accommodate growing organizational needs.	5	Yes	
18.	Security and Compliance	Data Security	Robust security features to safeguard sensitive data.	3	Yes	
19.	Reporting and Analytics	Reporting	Advanced reporting capabilities to monitor key performance indicators.	5	Yes	

Non-Mandatory Technical Specifications

No.				Sub- weight (%)	Comply	REFERENCE Bidder must provide unique
	Criteria	Sub-criteria	Description		(Yes/No)	reference* to locate substantiating evidence in the bid response
20.		Asset Lifecycle Management	Tracking of assets from procurement to disposal, including allocation and maintenance processes.	15		
21.		Asset Relationship Mapping	Mapping relationships between assets, configurations, users, and services.	10		
22.		Knowledge Creation and Capture	Tools and processes for creating, capturing, reviewing, and approving new knowledge articles.	20		
23.		Knowledge Sharing and Access	Mechanisms for searching, accessing, and sharing knowledge resources.	10		
24.		Workflow Orchestration	Orchestration of complex workflows across departments, systems, and teams.	10		
25.		Process Consistency	Ensuring consistency and adherence to defined processes through workflow enforcement and validation.	10		
26.		Data Migration	Experience in migrating data from legacy systems without data loss or corruption.	5		

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27.	Performance	Solution performance under varying loads and conditions.	4	
28.	Compliance	Compliance with relevant data protection regulations in line with South African requirements.	6	
29.	Analytics	Analytical tools to derive actionable insights from data.	10	

Annexure C1

Technical Evaluation Matrix/Rubrics

The Supply, Hosting and Support of an Enterprise Service Management Solution to the CSIR

RFP No. 3656/18/10/2024

Scoring sheet to be used to evaluate functionality

FUNCTIONAL FACTOR DESCRIPTION	SCORE ALLOCATION		WEIGHT
The bidder must demonstrate the			
company's relevant experience in	Less than three relevant references submitted	0	
implementing the proposed Service		points	
Management Solution for	3 relevant references submitted	5	
organisations that are similar in size		points	
(+/- 2 500 employees) to the CSIR.	4-5 relevant references submitted	7	
The bidder must provide a list		points	
of successfully completed	More than five relevant references submitted	10	10
projects for the period		points	
between 2015 and 2024, (use			
Annexure C3 to populate the			
information)			
A minimum of three (3)			
relevant projects is required.			
The provided list of references will be			
verified to ascertain authenticity and			
the level of bidder's performance.			

Proposed Solution Technical Specification (Mandatory) Product Feature List Bidders to complete the provided annexure B2. Annexure B2 has weighted percentage for the responses which will be calculated to	 a. The proposed solution's technical specifications do not comply with one or more mandatory requirements. b. The bidder failed to provide substantiating evidence for any of the mandatory requirements. 	0 point	36
give a final score for the criteria.	The Proposed Solution complies with all mandatory technical specification requirements and the bidder provided substantiating evidence.	10 points	
Proposed Solution Technical Specification (Non-Mandatory) Product Feature List Bidders to complete the provided annexure B2. Annexure B2 has weighted percentage for the responses which will be calculated to	 a. The proposed solution's technical specifications fail to comply with any of the non-mandatory requirements. b. The proposed solution's technical specifications comply with less than 40% of the non-mandatory requirements, and substantiating evidence is provided. 	0 point	
give a final score for the criteria.	The proposed solution's technical specifications comply with between 40% - 50% of the non-mandatory requirements, and substantiating evidence is provided. The proposed solution's technical specifications comply with between 51% - 89% of the non-mandatory requirements, and substantiating evidence is provided.	5 points 7 points	24
	The proposed solution's technical specifications comply with between 90% - 100% of the non-mandatory requirements, and substantiating evidence is provided	10 points	

			OOM TONGOLD
Project implementation plan must			
include the following:Data migration processChange ManagementCustomization	 a. Non-submission of a project plan or b. Submitted project plan fails to provide for all the elements as indicated c. Submitted project plan fails to address the project timeline/actions/dependencies/is incoherent. 	0 point	
User Training and adoption planImplementation	The Submitted project Plan addresses all the listed elements, and the project implementation period is twelve months	5 points	20
Commissioning	The Submitted project Plan addresses all the listed elements, and the project implementation period is between six to nine months	7 points	
	Submitted project Plan adequately addresses all the listed elements, and the project implementation period does not exceed 6 months.	10 points	
A company profile clearly indicating			
the number of years the company	Less than three years in experience	0 points	
has been operating in the industry as	3 - 4 years in relevant experience	5 points	
an implementor of Enterprise Service	>4 - 5 relevant references submitted	7 points	
Management solutions, with a	More than five years relevant experience	10 points	40
minimum of three years in experience. The company profile must also provide a comprehensive overview of the company, including expertise, and			10
relevant experience in implementing			
Enterprise Service Management			
solutions.			
			100

Annexure C2

The Supply, Hosting and Support of an Enterprise Service Management Solution to the CSIR

Presentation Evaluation Matrix/Rubrics

Criteria Description	Points allocation	Weight (%)
Fitness of Solution The bidder must demonstrate the proposed solution/tool's fitness for business requirements in terms of the scope of work detailed in section 3.1, scope of work, of the RFP document	Inadequate (Poor) – The bidder's proposed tool/solution lacks the required fitness – 0 points. The bidder's proposed tool/solution adequately addresses the business requirements and is fit for purpose – 5 points. The bidder's demonstrated tool/solution adequately addresses the business requirements and proposes innovation approaches(s) – 10 points.	50
User Interface User- interface Mobile Platforms Support, Windows or Android, or IOS Self-service portal for endusers	The proposed solution does not support all listed mobile platforms and does not cater for self-service-portal – 0 points . The proposed solution supports at least two of the listed platforms and caters for self- service portal – 5 points . The proposed solution supports all listed platforms and caters for self-service portal – 10 points .	50
Total (%)		100

ANNEXURE C3 PROJECT LIST

The bidder must provide details of the bidder's experience in the Supply, Hosting and Support of an Enterprise Service Management Solution. Only references for projects completed between 2015 and 2024 must be provided.

Client / Company Name	Contact Person / Telephone Number & E-mail address	Nature Of Work	Project Value (R)	Project period (Start and End Dates).

NB: The supplier can provide the similar information as an addendum.

Annexure D

Pricing Schedule-FIRM PRICES

The Supply, Hosting and Support of an Enterprise Service Management Solution to the CSIR

RFP No. 3656/18/10/2024

NOTE:

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
NO.			** (ALL APPLICABLE TAXES INCLUDED)

Cost breakdown, including licensing, implementation, and ongoing support

Provide a detailed breakdown of costs associated with licensing, implementation, and ongoing support of the Enterprise Service Management solution. Include pricing for software licenses, implementation services, training, and any other relevant expenses.

The CSIR have 2500 employees and 120 support agents.

Item No	Description	Quantity/Unit of measure	Total Price (VAT Excl.)
1.	Implementation and support	Once-off	
2.	Licensing (should be inclusive of Cloud Hosting) for the Solution for five years as per the scope of work in section 3.1.	Sum*	
Total Price (
VAT (15%)			
Total Price (

^{*}Bidders must provide a yearly breakdown of the proposed license fee.

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^{** &}quot;all applicable taxes" includes value- added tax.

Annexure E

Proposal Form and List of Returnable Documents

The Supply, Hosting and Support of an Enterprise Service Management Solution to the CSIR RFP No. 3656/18/10/2024

I/We			
[name of entity, company, clo	se corporation or par	tnership] of [full add	ress]
carrying on business trading/o	operating as		
represented by			in my capacity
as			
being duly authorised thereto of Partners, dated relating to this proposal and a authorised to negotiate on being Post Tender Negotiations with FULL NAME(S) CAPACITY S	to enter int any subsequent Agree half of the abovemen n shortlisted bidder(s)	o, sign execute and ement. The following tioned entity, should	I complete any documents g list of persons are hereby
	_		

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in CSIR's:

 General RFP Terms and Conditions; and <u>CSIR's Purchasing Terms and Conditions</u> or Any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless CSIR should otherwise decide and so inform me/us in writing of award/intent, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with CSIR's acceptance thereof shall constitute a binding contract between CSIR and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, CSIR may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period as determined by the CSIR.

Furthermore, I/we agree to a penalty clause/s which will allow CSIR to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Services due to non-performance by ourselves, failure to meet Subcontracting.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide CSIR with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The domicilium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its domicilium citandi et executandi hereunder: Name of Entity:				
acsimile:				
ddress:				

NOTIFICATION OF AWARD OF RFP

1. Registration number of company / C.C.

As soon as possible after approval to award the contract(s), the successful Respondent [the Service provider] will be informed of the acceptance of its Proposal. Unsuccessful Respondents may be advised in writing of the name of the successful Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE or for any other reason.

VALIDITY PERIOD

CSIR requires a validity period of 90 [Ninety calendar Days from closing date] against this RFP.

Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFP is submitted.

2.	Registered name of company / C.C.
3.	Full name(s) of director/member(s) Address/Addresses ID Number(s)

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RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

a) Mandatory Returnable Documents

Failure to provide any Mandatory Returnable Documents at the closing date and time of this bid <u>will</u> result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [**Yes** or **No**] in the table below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Detailed Technical Proposal	
Cost breakdown, including licensing, implementation, and ongoing support.	
In the case of Joint Ventures, bidder must submit a copy of the signed Joint Venture Agreement, clearly stating each parties' responsibilities and % split of work.	
In the case of subcontracting arrangements, bidder must submit a copy of the signed subcontracting agreement, clearly stating each parties' responsibilities and % split of work.	
Valid and current OEM partnership accreditation as implementor of the proposed tool/solution	

b) Essential Returnable Documents

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **essential Returnable Documents** as detailed below.

Essential Returnable Documents required for evaluation purposes:

Failure to provide any essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED
Annexure G : Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022 (Mandatory documents to claim preference points)	
Valid copy of BBBEE certificate/ sworn affidavit	
 ✓ In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with their individual B-BBEE Certificate or Sworn Affidavit. ✓ In case of sub-contracting both parties must submit copies of their 	
valid BBBEE certificates. NB: Non-submission or invalid submission will result in zero points. Should the individual entity's B-BBEE Certificate or Sworn Affidavit of the unincorporated trust, consortium or joint venture parties be invalid , the joint venture scorecard will also be invalid.	

Other Essential Returnable Documents:

Failure to provide other essential Returnable Documents <u>may</u> result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of these essential Returnable Documents by indicating Yes or No in the table below

OTHER ESSENTIAL RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Annexure A: Standard Bidding Document (SBD) 1 Form	
Annexure E: Proposal Form and List of Returnable documents (This document)	
Annexure G: Certificate of Acquaintance with RFP, Terms & Conditions &	
Applicable Documents	
Annexure H: Standard Bidding Document (SBD) 4 Form	
Annexure I: RFP Declaration and Breach of Law Form	
Annexure J: Mutual Non-Disclosure Agreement	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [the Agreement] and fail to present CSIR with such renewals as and when they become due, CSIR shall be entitled, in addition to any other rights and remedies that it may have in terms

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without prejudice to any claims which	n CSIR may have	for damages against	the Respondent.
SIGNED at	on this	day of	20
SIGNATURE OF WITNESSES AND 1			
Name			
2			
Name			
SIGNATURE OF RESPONDENT'S A			
Name:			
Designations			

of the eventual Agreement, to terminate such Agreement forthwith without any liability and

Request for Proposal CSIR RFP No.: 3656/18/10/2024

Annexure F

Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents

The Supply, Hosting and Support of an Enterprise Service Management Solution to the CSIR

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By signing this certificate, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, CSIR will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by CSIR's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid which they intend to respond on, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at	on this	day of	20
SIGNATURE OF WITNESSES AN	ND NAME OF WITN	ESSES	
1			
Name			
2			
Name			
SIGNATURE OF RESPONDENT	S AUTHORISED RE	EPRESENTATIVE:	
Name:			

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Designation:	
ooignation.	

Annexure G

Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022

The Supply, Hosting and Support of an Enterprise Service Management Solution to the CSIR

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This preference form must form part of all bids invited. It contains general information and serves as a claim form for the preference points allocated on the basis of specific goals outlined in point 3 below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to this bid:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) Preference Points based on specific goals.
- 1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
Preference Points	20
Total points for Price and Preference Points must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof of preference points together with the bid, will be interpreted to mean that preference points are not claimed.
- 1.5 The CSIR 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 CSIR.

2. POINTS AWARDED FOR PRICE

2.1 The 80/20

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

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80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3. PREFERENCE POINTS AWARDED

3.1 In terms of Regulation 4 (2) and 4 (2) of the Preferential Procurement Regulations, preference points may be awarded to a bidder for the specific goal specified for the tender in accordance with the table below:

3.2 Specific goals must be determined per tender.

Specific Goals	Preference Points
Black Ownership	10
Reconstruction and Development Programme (RDP) Goals ¹ • Exempted Micro Enterprise or Qualifying Small Enterprise.	10
Total	20

- 3.3 Total preference points per specific goal to be determined per tender.
- 3.3.1. Total preference points per specific goal to be awarded as follows:
- 3.3.1.1. Preferential points for black ownership will be awarded as follows:

Black Ownership	% of Preferential points
Bidder with 100% black ownership	100%
Bidder with 51% to 99% black ownership	50%
Bidder with less than 51% black ownership	0%

3.3.1.2. Preferential points for black women ownership will be awarded as follows:

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¹ RDP Goals: a. The promotion of South African owned enterprises; b. The promotion of export orientated production to create jobs, c. The promotion of SMMEs; d. The creation of new jobs or the intensification of labour absorption; e. The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province; f. The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region; g. The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered, h. The promotion of enterprises located in rural areas, i. The empowerment of the work force by standardising the level of skill and knowledge of workers; j. The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and k. The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organizations.

3.3.1.3. Preferential points for RPD Goals will be awarded as follows:

RDP Goals	% of Preferential points
RDP Goals met	100%
RDP Goals not met	0%

3.4. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture^{2,} will qualify for preference points as a legal entity (Incorporated), provided that the entity submits its valid B-BBEE certificate. Only valid BBBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

A trust, consortium or joint venture will qualify for preference points as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. Only valid consolidated BBBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The CSIR will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. Furthermore, in bids where unincorporated joint venture and/or consortium/sub-contractors are involved, each party must submit a separate TCS PIN and CSD number.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

3.5. Sub-contracting

A bidder must not be awarded preference points if it is indicated in the tender documents that such a bidder intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4. BID DECLARATION

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

Bidders who claim points in respect of specific goals **must** submit the following documents:

		Submitted	
Mandatory documents to claim preference points	Yes	No	
Valid copy of BBBEE certificate/ sworn affidavit to claim Black Ownership, and RDP			
(EMEs and QSEs) preference points ³			

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:
VAT registration number:
Company registration number:

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the documents submitted to claim preference points based on the specific goals are valid, and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 3 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 3, the contractor may be required to furnish further documentary proof to the satisfaction of the CSIR that the awarded are correct.
- iv) If any document is obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the CSIR may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.
 - v) If the CSIR is of the view that a bidder submitted false information regarding a specific goal, it must—

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In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with submitting their <u>individual B-BBEE Certificate or Sworn Affidavit</u>, and each party must submit a separate TCS PIN and CSD number.
In case of sub-contracting both parties must submit copies of their valid BBBEE certificates

- (a) inform the bidder; accordingly, and
- (b) give the bidder an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the bidder, the contract should not be terminated in whole or in part.
- vi) After considering the representations referred to in subregulation (v)(b), the CSIR may, if it concludes that such information is false—
 - (a) disqualify the bidder or terminate the contract in whole or in part; and
 - (b) if applicable, claim damages from the bidder.

WITNESSES	
1	SIGNATURE(S) OF BIDDERS(S)
2	DATE:
	ADDRESS

Annexure H

Standard Bidding Document (SBD) 4

		KF	Q No	•••••				
1. F	_	OSE OF THE FORM	BIDDER'S DISCLOSU		tion to bid.			
	In li ens var	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.						
				er Defaulters and / or the Lise e disqualified from the bid p				
2.1	 2. Bidder's declaration 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest⁴ in the enterprise, employed by the state? 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				
				institution				

⁴ 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.

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2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES //NO
2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES /NO
2.3.1	If so, furnish particulars:
3 D	ECLARATION
	I, the undersigned, (name)in submitting

3.1 I have read and I understand the contents of this disclosure:

and complete in every respect:

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

the accompanying bid, do hereby make the following statements that I certify to be true

- 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 consortium⁵ will not be construed as collusive bidding.
- In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be

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⁵ 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.

reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature	Date		
Position	Name of bidder		

Annexure I

DECLARATION BY BIDDER AND BREACH OF LAW FORM

The Supply, Hosting and Support of an Enterprise Service Management Solution to the CSIR RFP No. 3656/18/10/2024

NAME OF ENTITY:	
We	do hereby certify
that:	·

- 1. CSIR has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes.
- 2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP].
- 3. we have been provided with sufficient access to the existing CSIR facilities/sites and any and all relevant information relevant to the Services as well as CSIR information and Employees and has had sufficient time in which to conduct and perform a thorough due diligence of CSIR's operations and business requirements and assets used by CSIR. CSIR will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
- 4. at no stage have we received additional information relating to the subject matter of this RFP from CSIR sources, other than information formally received from the designated CSIR contact(s) as nominated in the RFP documents.
- 5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by CSIR in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner; and
- 6. furthermore, we declare that a family, business and/or social relationship exists / does not exist [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the CSIR Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
- 7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the CSIR.
- 8. If such a relationship as indicated in paragraph 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER: ADDRESS:

Request for Proposal

Indio	cate nature of relationship with CSIR:
disc	lure to furnish complete and accurate information in this regard may lead to the qualification of a response and may preclude a Respondent from doing future business a CSIR]
9.	We declare, to the extent that we are aware or become aware of any relationship between ourselves and CSIR [other than any existing and appropriate business relationship with CSIR] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify CSIR immediately in writing of such circumstances. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman
11.	process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. We further accept that CSIR reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
BRE	EACH OF LAW
12.	We further hereby certify that I/we (the bidding entity and/or any of its directors, members or partners) have/have not been [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.
	ere found guilty of such a serious breach, please disclose: URE OF BREACH:
Furt bidd	TE OF BREACH:
SIG 20_	NED at on this day of

For and on behalf of	AS WITNESS:
duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date	Registration No of Company/CC
Place	Registration Name of Company/CC

Annexure J Mutual Non-Disclosure Agreement

RFP No. 3656/18/10/2024

MUTUAL NON-DISCLOSURE AGREEMENT

1. Preamble

The Parties as identified herein are engaged in discussions relating to their potential collaboration in the Field as likewise described therein; are by virtue thereof are required to disclose Confidential Information to one another, and have agreed to do so subject to the terms and conditions as set out in this agreement.

2. Definitions

- 2.1. The following words and/or phrases, when used in this agreement, shall have the following meanings:
- 2.1.1. "Confidential Information" shall mean all scientific, technical, business, financial, past, present or future research, development, business activities, products, services and technical knowledge or marketing information , whether inside or outside the Field, which one party (the "Disclosing Party") discloses to the other party (the "Receiving Party") in connection with the discussions, and either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the Receiving Party that it constitutes Confidential Information. (Without limiting the generality of the aforegoing, "Confidential Information" shall include any information that falls within the definition of 'Personal
- 2.1.2. "Disclosing Party" shall mean the Party disclosing Confidential Information under this agreement.
- 2.1.3. "Disclosing Purpose" shall mean, as pertains to any particular joint opportunity(ies) in the Field, the discussions held or to be held between the Parties regarding their possible collaboration and future working relationship with regards to any such opportunity(ies).
- 2.1.4. "Effective Date' shall mean the date of the commencement of this agreement which would be a bid award date".
- 2.1.5. "Notice" shall mean a written document addressed by one Party to the other and

- either delivered by hand; sent per registered post or telefaxed to the addresses as indicated herein".
- 2.1.6. "Personal Information" means any information that falls within the definition of 'Personal Information' as defined in the Protection of Personal Information Act, No 4 of 2013 ("POPI").
- 2.1.7. "Receiving Party" shall mean the Party receiving Confidential Information under this agreement.

"Responsible Party" means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information, as defined in POPI.

3. Obligation of Confidentiality

- 3.1. The Receiving Party undertakes and agrees:
- 3.1.1. to use the Disclosing Party's Confidential Information only to give effect to the Disclosing Purpose;
- 3.1.2. to hold in strict confidence and not to publish or disclose to any unauthorised third parties any of the Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party:
- 3.1.3. to use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own information of like kind:
- 3.1.4. to limit any disclosure of such Confidential Information only to those of its employees and professional advisors who have a specific need –to- know to access such Confidential Information and either entered into a written agreement which impose, or are otherwise bound by the same restrictions as those imposed upon it by virtue of this agreement;
- 3.1.5. not to disclose or reveal to any third party, whomsoever, either the fact that discussions or negotiations are taking, or have taken, place between the Parties; the

- content of any such discussions, or other facts relating to the Disclosing Purpose;
- 3.1.6. on termination of this agreement, to act with the Disclosing Party's Confidential Information in accordance with a Notice delivered to it by the Disclosing Party, and if no such Notice is delivered to the Recipient, to destroy the Disclosing Party's Confidential Information in a similar manner to which it would destroy its own Confidential Information.

4. Protection of Personal Information

- 4.1. The Party(ies) undertake(s) to:-
- 4.1.1. comply with the provisions of POPI as well as all applicable legislation as amended or substituted from time to time:
- 4.1.2. treat all Personal Information strictly as defined within the parameters of POPI;
- 4.1.3. process Personal Information only in accordance with the consent it was obtained for, for the purpose agreed, any lawful and reasonable written instructions received from the applicable Responsible Party and as permitted by law;
- 4.1.4. process Personal Information in compliance with the requirements of all applicable laws;
- 4.1.5. secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of Personal Information;
- 4.1.6. not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of POPI regarding transborder information flows: and
- 4.1.7. not retain any Personal Information for longer than is necessary for achieving the purpose in terms of this Agreement or in fulfilment of any other lawful requirement.
- 4.2. The Party(ies) undertake(s) to ensure that all reasonable measures are taken to:
- 4.2.1. identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
- 4.2.2. establish and maintain appropriate security safeguards against the identified risks;
- 4.2.3. regularly verify that the security safeguards are effectively implemented;

- 4.2.4. ensure that the security safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
- 4.2.5. provide immediate notification to the Responsible Party if a breach in information security or any other applicable security safeguard occurs; provide immediate notification to the Responsible Party where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person;
- 4.2.6. remedy any breach of a security safeguard in the shortest reasonable time and provide the Responsible Party with the details of the breach and, if applicable, the reasonable measures implemented to address the security safeguard breach;
- 4.2.7. provide immediate notification to the Responsible Party where either party has, or reasonably suspects that, Personal Information has been processed outside of the purpose agreed to or consented to;
- 4.2.8. provide the Responsible Party, upon request, with all information of any nature whatsoever relating to the processing of the Personal Information for the purpose in terms of this Agreement and any applicable law; and
- 4.2.9. notify the CSIR, if lawful, of receipt of any request for access to Personal Information, in its possession and relating to the CSIR.
- 4.3. The CSIR reserves the right to inspect the Personal Information processing operations, as well as the technical and organisational information security measures employed by the contracting Party to ensure compliance with the provisions of clause 4.
- 4.4. The provisions of clause 4 shall survive the termination of this Agreement, regardless of cause, in perpetuity.

5. Exclusions

- 5.1. The Receiving Party recognises that this agreement is not intended to restrict use or disclosure of any portion of the Disclosing Party's Confidential Information which:
- 5.1.1. is as at the Effective Date, or later, made known to the public or otherwise enters the public domain through no default by the Receiving Party of its obligations under this Agreement;

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- 5.1.2. it can show was in its possession prior to the earliest disclosure by the Disclosing Party, as evidenced by written documents in its files:
- 5.1.3. is rightfully received by it from a third party having no obligation of confidentiality to the Disclosing Party;
- 5.1.4. is independently developed by the Receiving Party by a person(s) who did not have access to the Confidential Information of the Disclosing Party;
- 5.1.5. is disclosed by the Receiving Party after receipt of written permission from the Disclosing Party; or
- 5.1.6. it is requested or required by subpoena, court order, or similar process to disclose, provided that, in such an event, it will provide the Disclosing Party with prompt written notice of such request(s) so that the latter may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this agreement.
- **6.** Ownership and Provision of Information
- 6.1. The Disclosing Party shall retain ownership of all its Confidential Information as disclosed hereunder.
- 6.2. Nothing contained in this agreement or in any disclosures made hereunder shall create or imply, or be construed as to grant to the Receiving Party any license or other rights in or to the Confidential Information and/or any intellectual property rights attached thereto, or act as a waiver of any rights that the Disclosing Party may have to prevent infringement or misappropriation of any patents, patent applications, trademarks, copyright, trade secrets, know-how or other intellectual property rights owned or controlled by the Disclosing Party as at the Effective Date.
- 6.3. The Disclosing Party provides the Confidential Information "as is" and accordingly no disclosure thereof by it hereunder shall constitute any representation, warranty, assurance, guarantee or inducement by such Disclosing Party with respect to infringement of patents or other rights of third parties, nor is any warranty or representation as to the accuracy, completeness, or technical or scientific quality of any of the Disclosing Party's

Confidential Information provided hereunder. (For the avoidance of doubt it is stated expressly that the Disclosing Party neither makes, nor have made, any representation or warranty as to the merchantability or fitness for a particular purpose of any Confidential Information disclosed hereunder).

7. Term of Obligation

7.1. The Parties' obligations concerning nondisclosure of Confidential Information contained in the above clauses shall commence on the Effective Date and shall continue for five (5) years from the date of each disclosure, unless otherwise agreed between the parties in writing, where after such obligations shall forthwith terminate.

8. No Violation

8.1. Each party represents that its compliance with the provisions of this agreement will not violate any duty which such party may have towards any third party, including obligations concerning the provision of services to others, confidentiality of information and assignment of inventions, ideas, patents or copyright.

9. Breach

9.1. It is acknowledged that the breach of this agreement by the Receiving Party would cause the Disclosing Party irreparable injury not compensable in monetary damages alone. Accordingly, in the event of a breach, or a threat of a breach, the Disclosing Party, in addition to its other remedies, is entitled to a restraining order, preliminary injunction or similar relief so as to specifically enforce the terms of this agreement or prevent, cure or reduce the adverse effects of the breach.

10. DOMICILIUM CITANDI ET EXECUTANDI

10.1. The Parties hereto respectively choose as their domicilium citandi et executandi for all purposes of, and in connection with this agreement, the physical addresses and contact details stated herein.

11. Notices

11.1 Any Notice to be given hereunder shall be given in writing and may be given either

© CSIR 2017 Version: July 2017 personally or may be sent by post or facsimile and addressed to the relevant party at its domicilium citandi et executandi address as chosen herein. Any notice given by post shall be deemed to have been served on the expiry of 7 (seven) working days after same is posted by recorded delivery post or air mail. Any notice delivered personally or sent by facsimile shall be deemed to have been served at the time of delivery or sending.

12. Governing Law and Jurisdiction

12.1. This agreement will be governed and construed by the laws of the Republic of South Africa and the Parties hereby submit to the exclusive jurisdiction of the South African courts to hear any dispute arising therefrom which the Parties are unable to settle amicably.

13. General

- 13.1. This agreement comprises the entire agreement between the parties concerning the subject matter and supersedes all prior oral and written agreements between them.
- 13.2. No waiver, alteration or cancellation of any of the provisions of the Agreement shall be binding unless made in writing and signed by the party to be bound.
- 13.3. The parties hereby warrant that the officials signing this agreement have the power to do so on behalf of the parties.
- 13.4. No public announcement, such as a media release, or disclosure beyond those disclosures authorised for Confidential Information hereunder may be made by either party concerning this agreement without the prior written approval of the other party.
- 13.5. Neither party is, by virtue of this agreement, authorised to use the name, logo(s) or trademarks of the other in connection with any advertising, publicity, marketing or promotional materials or activities, or for any other purpose whatsoever, without the prior written consent of the other party. For purposes of this clause, it is also recognised that, under the provisions of section 15 (1) of the Merchandise Marks Act, Act No 17 of 1941 of the Republic of South Africa, the use of the abbreviation of the name of the Council for Scientific and Industrial Research, "WNNR" and CSIR, is prohibited in connection with any trade,

- business, profession or occupation or in connection with a trade mark, mark or trade description applied to goods, other than with the consent of the CSIR.
- 13.6. Both Parties shall remain free to use, in the normal course of its business, its general knowledge, skills and experience incurred before, during or after the discussions envisaged hereunder. (To this end, it is also recorded that nothing in this Agreement shall be construed as constituting an exclusive arrangement between the parties and both Parties shall remain free to explore market opportunities in the Field, unless otherwise agreed to in writing in a subsequent agreement.)

ANNEXURE L: MUTUAL NDA

14. Parties to the NDA

THE CSIR, a statutory council, duly established under Act 46 of 1988,

and

The Bidder (Name)	
Company registration number:,	with limited
liability duly incorporated under the applicable laws of the Republic of South Africa he	rein
represented by in his/he	r capacity as
and he/s	she being
duly authorised thereto.	

15. Contact Details for Purposes of Clause 10:

15.1. The CSIR

Physical Address:

Meiring Naude Road

Brummeria

Pretoria

0002

Postal Address:

PO BOX 395

Pretoria

0001

Email: Tender@csir.co.za

The Bidder (Name)
Physical Address:
Postal Address:
Email:
16. Signature (Bidder):
SIGNED ON THIS THEDAY OFAT
IN THE PRESENCE OF THE FOLLOWING WITNESSES:
1
2

ANNEXURE J

Draft Service Level Agreement



The Supply, Hosting and Support of an Enterprise Service Management Solution to the CSIR

RFP No.: 3656/18/10/2024

SERVICE LEVEL INDICATORS

SS-F-SPU-026 Rev 02 Request for Proposal CSIR RFP No.: 3656/18/10/2024

SERVICE LEVEL INDICATORS

1. INTRODUCTION

The purpose of the Service Level Indicators is to guide and document the expectations and requirements of the services to be rendered to the Tendering Institutions by the Service Provider.

This document may be used as the benchmark against which reviews and, as appropriate, modifications to the service provided by the Service Provider shall take place.

2. KEY PERFORMANCE INDICATORS

Key performance indicators (KPIs) are management tools designed to monitor supplier performance and help meet the goals, objectives and service levels of the contract.



3. RANGE OF SERVICES

The Services rendered are reflected in the Scope of Work (**Annexure B**: Technical Specification).

SS-F-SPU-026 Rev 02 Request for Proposal CSIR RFP No.: 3656/18/10/2024

4. MEASUREMENT CRITERIA

The following table lists a comprehensive number of Key Performance Areas and Indicators:

Key Service Area	Description of Service	Target	Frequency of Measurement	Weighting of Service	Comments
				_	