

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)					
RFQ NUMBER:	SANBI: Q9165/2022	CLOSING DATE:	23 March 2023	CLOSING TIME:	11H00 am
Appointment of a Microsoft Partner to the South African National Biodiversity Institute (SANBI) to implement Microsoft 365 Security Solutions					
BID RESPONSE DOCUMENTS MAY BE E-MAILED TO BELOW ADDRESSES:					
Submission of proposals: Proposals must be emailed to Ms. Anathi Mbadla @ a.mbadla@sanbi.org.za and copy S.SCM-Quotations@sanbi.org.za					
Please state the Bid number as the reference number on the subject line when responding to the RFQ					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Anathi Mbadla		CONTACT PERSON	Vincent Moerane	
TELEPHONE NUMBER	012 843 5085		TELEPHONE NUMBER	071 884 9366	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	A.Mbadla@sanbi.org.za		E-MAIL ADDRESS	V.Moerane@sanbi.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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 resolution)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10
 \end{array}$$

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Categories of persons historically disadvantaged by unfair discrimination on the basis of race. 100% black ownership (Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)	10	
2. Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. 100 % female ownership	10	

(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)		
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

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

SANBI: Q9164/2022

Request for Quotation

For

Appointment of a Microsoft Partner to the South African National Biodiversity Institute (SANBI) to implement Microsoft 365 Security Solutions

**The South African National Biodiversity Institute (SANBI)
Private Bag X101
Silverton
0184
Gauteng**

CLOSING TIME AND DATE: 23 MARCH 2023 AT 11:00AM

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1. Introduction and background

The South African National Biodiversity Institute (SANBI) is a public entity that is mandated by the National Environmental Management: Biodiversity Act (NEMBA), Act No. 10 of 2004. SANBI's mission is to champion the exploration, conservation, sustainable use, appreciation and enjoyment of South Africa's exceptionally rich biodiversity for all people. SANBI contributes to South Africa's sustainable development by facilitating access to biodiversity data, generating information and knowledge, building capacity, providing policy advice, showcasing and conserving biodiversity in its national botanical and zoological gardens.

The Global Environmental Facility (GEF), via the United Nations Environment Programme (UNEP), has contracted the Department of Forestry, Fisheries and the Environment (DFFE) as the executing agent of the project titled 'Strengthening institutions, information management and monitoring to reduce the rate of illegal wildlife trade in South Africa' (Project number: GEF ID: 9525). SANBI is responsible for Component 1 of the GEF-funded project, titled **'Strengthening capacity and information systems for effective management of wildlife trade monitoring'**. The Component aims to strengthen the functioning of the Scientific Authority of South Africa (SAoSA) through capacity building and improved information management for priority species. SANBI is the entity responsible for this component of the project due to its mandate to provide technical support to the SAoSA.

A key function of the SAoSA is to monitor legal and illegal wildlife trade and carry out non-detriment findings (NDFs) for Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) Appendix I and II listed species. This work uses a wide range of information sources that determine whether the combined impacts of legal and illegal trade will have a detrimental impact on wild populations.

Some monitoring of animal and plant species is carried out by provincial and park authorities, particularly for large mammal species, where information is often analogue and/or maintained as spreadsheets on individuals' laptops. Additionally, much information on these species is also maintained by private landowners. There is no coordinated national-level monitoring nor an updated and curated population count / abundance database for even the most high-profile species such as rhino, lion, leopard and elephant. As a result, every time an assessment is required, the SAoSA must compile data from individual and dispersed datasets, making it difficult to detect the scale or impact of illegal trade, or to use the available information as part of the decision-making process for wildlife trade. There is therefore an urgent need to improve the capacity of the SAoSA at local, provincial and national levels for monitoring and determining the sustainability of harvest for legal trade. Part of this improved capacity is a centralised national system to store and share species and survey data.

This national system is Output 1.2 of the GEF-funded project, and is described as follows:

Output 1.2: A centralised system for monitoring wildlife in trade is established

For this output, SANBI requires a Service Provider to undertake system development through an agile process, as well as oversee the build process by performing the Product Owner function and conducting initial change management and capacity building required for the uptake and implementation of the national system. Ultimately, the aim is to develop a system for population-level monitoring of traded wildlife where information from provinces and private landowners is

housed centrally and used to inform evidence-based decision-making by key end users. The centralised system must curate key population data on a shared database (while also capturing provincial-specific and other relevant data), thereby allowing for national-level trend analysis, reporting and decision-making. To test the decision-making abilities as a result of the system, SANBI will collaborate with research organisations and institutions to undertake case studies of certain species.

2. Invitation

Service providers are hereby invited for the implementation of Microsoft 365 Security Solutions. The purpose of this Request for Quotation (RFQ) is to provide potential Service Providers with directives of the relevant services required by SANBI; and to provide information on how SANBI will consider quotation responses from suitably qualified, experienced and professional Service Providers.

3. Scope of work

Prospective Service Providers to note: The detailed scope of work is explained in section 4.1 so that potential Service Providers can understand the significance of how their work fits into the overall objectives of the organisation.

3.1 Detailed information about the scope of work

The prospective service provider is required to perform the following functions under Microsoft 365 Security:

4.1.1. Implement Microsoft Defender anti-virus software to 1500 users:

- Deploy the anti-virus software to all devices including endpoints and servers. In addition, ensure that the settings on the Defender anti-virus is in line with SANBI Information Security Unit requirements.

4.1.2. Implement Microsoft Multi-Factor Authentication (MFA):

- Deploy the multi-factor authentication to all 1500 including mailboxes.
- The MFA should be configured such that it requires users to authenticate through it every time users log onto the network or applications.
- The MFA should be active when users are working from the SANBI offices or remotely.
- Build policy to enable MFA

4.1.3. Implement Microsoft Intune for all 1500 users:

- Deploy Microsoft Intune to manage users access, applications and device management across the organisation, including mobile devices, desktop computers and virtual endpoints.
- Build policy to enable Intune.

4.1.4. Implement Microsoft OneDrive for all 1500 users:

- Deploy Microsoft OneDrive to enforce a process where all user data is saved on OneDrive all the time. No data must be stored on individual hard drives of laptops or desktops.
- Build policy to enable Intune.

4.1.5. Document the policy and the configuration of all four (4) solutions:

- All four (4) solutions including their respective policies must be documented.
- Technical documentations of all solutions must be provided to SANBI on completion of the projects.

3.2 Aim of this request for quotation

This quotation has the following primary functions, and Service Providers must ensure they are able to fulfil all functions:

1. Implement Microsoft Defender anti-virus software to 1500 users.
2. Implement Microsoft Multi-Factor Authentication (MFA) to 1500 users.
3. Implement Microsoft Intune for all 1500 users.
4. Implement Microsoft OneDrive for all 1500 users.
5. Provide technical documentation.

3.3 Competencies of the Service Provider

The Service Provider will be responsible for providing Microsoft certified engineers required to accomplish the Scope of Work. Should it become necessary to replace any personnel during the course of this tender they may only be replaced with individuals that have similar or better qualifications or experience.

The Service Provider, which may comprise a consortium of partners, must collectively fulfil the functions outlined in Table 1.

Table 1. The expertise required in the Service Provider

Expertise required (and approximate % of time)	Description / needs
Microsoft Intune	The prospective Service Provider will be evaluated on the team's ability to provide good planning, implementations, documentations as well as skills transfer skills.
Microsoft OneDrive	The prospective Service Provider will be evaluated on the team's ability to provide good planning, implementations, documentations as well as skills transfer skills.

Expertise required (and approximate % of time)	Description / needs
Microsoft Multi-Factor Authentication	The prospective Service Provider will be evaluated on the team's ability to provide good planning, implementations, documentations as well as skills transfer skills.
Microsoft Defender Anti-Virus	The prospective Service Provider will be evaluated on the team's ability to provide good planning, implementations, documentations as well as skills transfer skills.

The successful Service Provider's team must possess the following competencies:

- Demonstrable expertise and knowledge on Microsoft products, especially security solutions.
- Experience in Microsoft Intune, OneDrive, Defender and MFA planning and configuration.
- Experience in project management.
- Experience in analysing the ICT environment from a security perspective.

4. Requirements for proposals

4.1 Mandatory requirements / documents

Proposals must include the following documentation (Failure to submit the required documentation WILL lead to disqualification):

- Duly completed and signed SBD forms (1,4 ,6.1)
- A valid quotation
- A copy of the Company Central Supplier Database (CSD) registration report

4.2 Other documentation required to undertake functionality evaluation

Service Providers interested in this RFQ should submit a concise written proposal that addresses the scope of work, however, the information contained in them is required for evaluation purposes.

The proposal must include:

- 5.2.1. Company or consortium profile, detailing the technical information security ability of the team to fulfil the requirements of this Request for Quotation. Service Providers can assemble a consortium of team members that can collectively address the different requirements. If a consortium approach is used, there must be one lead organisation who contracts with SANBI, but please provide evidence of the abilities of each party to conduct the work assigned to it within the consortium.
- 5.2.2. Short CVs (each CV not more than three (3) pages in total) of each team member (with organisations stipulated if a consortium approach is preferred) who will be involved in this work, detailing their qualifications/training, specialist skills and

knowledge, and their relevant experience of similar work related to their role for this tender.

- 5.2.3. Detailed proposal and work plan that explains how the Service Provider plans to fulfil the scope of work, with the proposed start and completion date and timeframes for activities (number of days).
- 5.2.4. A list of similar projects (i.e. development and/or management of software systems, and relevant stakeholder engagement and training) carried out within the past five years, with a short description of the work, the scale of the work (e.g. how many reviews; national versus local scales, etc.), success metrics for each project, and contactable references for each project (names and contact details of clients).
- 5.2.5. Quotation for the work, which must clearly state the daily rates of the Service Provider per activity outlined in the proposed work plan, with VAT listed separately. Use Annexure D for the quotation.

Notes on budgeting: Cell phone, computer expenses, internet connectivity and office expenses are for the Service Provider's own account. It is assumed that most interviews, workshops and meetings will be conducted via telephone or via online meeting platforms. If domestic travel is required, such travel may be authorised if evidence of importance is provided. Travel should not be included in the budget and SANBI will arrange travel separately in line with SANBI's policies. The printing of user manuals and of training or other communication materials (e.g. brochures) will be for SANBI's account. SANBI will host the system after system migration from the Service Provider, but any hosting cost during the development of the system can be included in the quotation.

SANBI reserves the right:

- To verify any information supplied in the tender submission;
- To not appoint any Service Provider;
- To cancel or withdraw this tender at any time without attracting any penalties or liabilities;
- To have the final say in the appointment of the Service Provider and that this will be binding;
- To disqualify a tender or cancel any subsequent contracts should it be found that:
 - Information was omitted that should have been disclosed
 - Factually inaccurate information was provided and/or
 - That a misrepresentation of facts has occurred.

5. Pricing

The final price, using the format provided in Annexure D, must be inclusive of VAT and will be considered the total cost for the duration of the contract.

6. Evaluation criteria

In accordance with the National Treasury Instruction Note on the Amended Guidelines in Respect of Bids that include Functionality as Criterion for Evaluation (issued 3 September 2010), this bid will be evaluated in the following stages:

The **first stage** will evaluate functionality according to the criteria listed in the table below:

CRITERIA FOR EVALUATING FUNCTIONALITY		WEIGHT / POINTS
Proposal (see item 5.2.3)		25
• Accuracy, quality and completeness	5	
• Demonstrates understanding of the scope of work	10	
• Work plan is detailed and realistic in timeframes	10	
Past Experience (see item 5.2.4; the experience of the Service Provider in the past 5 years to undertake the scope of the work as defined in this Request for Tender)		45
• Experience in the deploying and maintaining Microsoft 365 solutions	15	
• Experience in cybersecurity	15	
• Relevance of similar projects carried out within the past five years and availability of contactable references	15	
Team Capacity & Capability of the Service Provider (see items 4.4, 5.2.1 and 5.2.2; company or consortium ability to fulfil the requirements of this Request for Tender)		30
• Team members' specialist expertise/skills/knowledge relevant to this Scope of Work	15	
• Team members' experience of similar work and the related role in the services to be provided for this tender	15	
TOTAL		100

Bids that fail to score a minimum of 70 points out of a possible 100 points for functionality will not be eligible for further consideration.

The second stage will evaluate the price and preference points of those bids that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act (No.5 of 2000), the 80/20-point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded on the specific goals. In case of a Joint Venture, bidders are required to submit joint venture agreement that clearly outlines each party's percentage involvement or role.

Specific goals	Points allocated
1. Categories of persons historically disadvantaged by unfair discrimination on the basis of race. 100% black ownership	

(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)	
2. Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. 100 % female ownership (Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)	
Total	

Sufficient information must be provided to allow the evaluation panel to evaluate proposals against these criteria.

7.Contract period

The duration of the contract shall be ideally for a maximum period of eighteen (18) months, negotiable depending on the work plan confirmed during contracting phase. Milestones will be set within the workplan and agreed upon by both SANBI and tenderer.

1.1. organisation.

8. Submission of Proposals

Submission of proposals must be emailed to Ms. Anathi Mbadla @

A.Mbadla@sanbi.org.za and copy S.SCM-Quotations@sanbi.org.za

Request for further information to these Terms of Reference must be emailed to: Mr Vincent Moerane at V.Moerane@sanbi.org.za

Emailed applications must not be more than 10MB in size.

Closing date for submission of responses: 23 March 2023 @ 11:00am

ANNEXURE A: SPECIAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the Special Conditions of Contract as the minimum terms and conditions upon which SANBI is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to SANBI together with its bid, duly signed by an authorised representative of the bidder.

2. SERVICE LEVEL AGREEMENT

- 2.1. Upon award SANBI and the successful bidder will conclude a Service Level Agreement or Standard Independent Contractor Agreement regulating the specific terms and conditions applicable to the services being procured by SANBI, more or less in the format of the draft Service Level Indicators included in this tender pack.
- 2.2. SANBI reserves the right to vary the proposed draft Service Level Indicators and/or Milestones during the course of negotiations with a bidder by amending or adding thereto.
- 2.3. Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and/or Milestones and where necessary, make proposals to these;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators and/or Milestones for ease of reference.
- 2.4. SANBI 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 SANBI or pose a risk to the organisation.

3. SPECIAL CONDITIONS OF THIS BID

SANBI reserves the right:

- 3.1. To 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)
- 3.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).

- 3.3. To accept part of a tender rather than the whole tender.
- 3.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 3.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 3.6. To 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.
- 3.7. Award to multiple bidders based either on size or geographic considerations.

4. SANBI REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

- 4.1. Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of SANBI;
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c. Act with circumspection and treat SANBI fairly in a situation of conflicting interests;
 - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SANBI;
 - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
 - g. To conduct their business activities with transparency and consistently uphold the interests and needs of SANBI as a client before any other consideration; and
 - h. To ensure that any information acquired by the bidder(s) from SANBI will not be used or disclosed unless the written consent from SANBI has been obtained to do so.

5. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 5.1. SANBI 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 SANBI or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), —
- 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 value or other inducement, whether lawful or unlawful, to any of SANBI's officers, directors, employees, advisors or other representatives;
 - d. 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;
 - e. 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;
 - f. 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;
 - g. has in the past engaged in any matter referred to above; or
 - h. 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.

6. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 6.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that SANBI 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.
- 6.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SANBI against the bidder notwithstanding the conclusion of the Service Level Agreement between SANBI 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.

7. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response 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 SANBI, 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.

8. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, SANBI 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 SANBI harmless from any and all such costs which SANBI may incur and for any damages or losses SANBI may suffer.

9. PRECEDENCE

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.

10. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. SANBI 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.

11. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. SANBI 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 SANBI or whose verification against the Central Supplier Database (CSD) proves non-compliant. SANBI 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.

12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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. SANBI 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.

13. GOVERNING LAW

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.

14. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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 SANBI allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and SANBI will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

15. CONFIDENTIALITY

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 SANBI's examination and evaluation of a Tender.

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 SANBI remain proprietary to SANBI and must be promptly returned to SANBI upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure SANBI'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.

16. SANBI PROPRIETARY INFORMATION

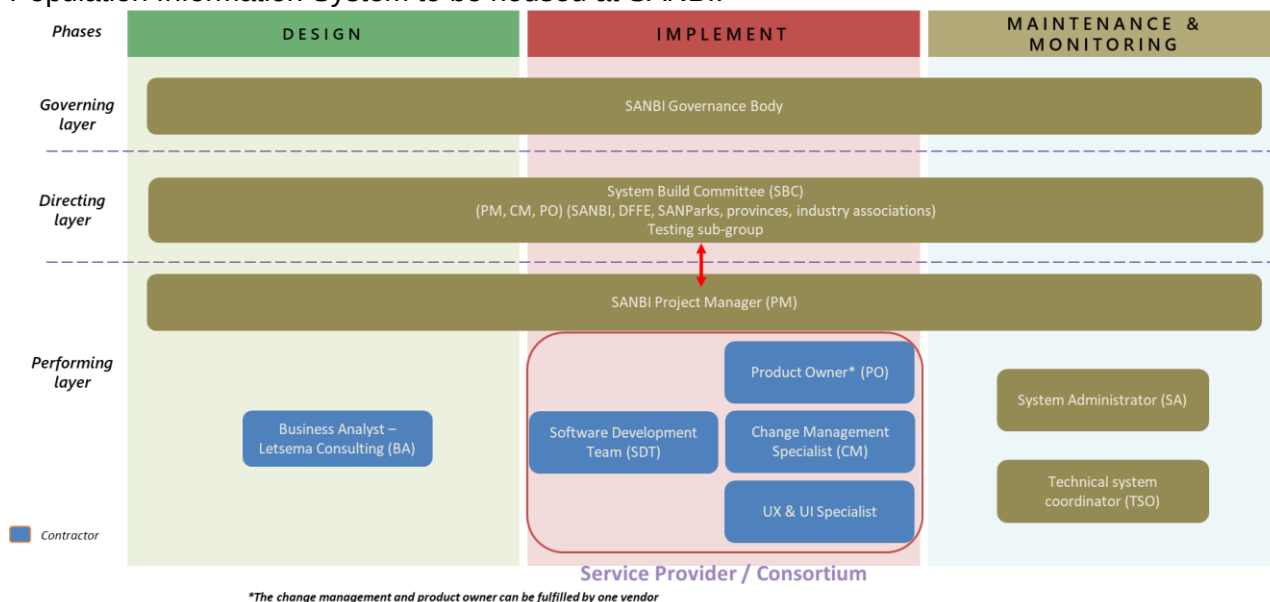
Bidder will on their bid cover letter (SBD1) make declaration that they did not have access to any SANBI proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

Annexure B: System Requirement Specification

Please see separate document Annexure B – System Requirement Specification

Annexure C: System build governance structure

Schematic of the governance structure needed to oversee the developing of the Wildlife Population Information System to be housed at SANBI.



Annexure D: Quotation template

The quotation for the work must clearly state the daily rates of the Service Provider per activity outlined in the proposed work plan, with VAT listed separately.

Activity	Number of person-days	Daily rate (excl. VAT)	VAT	Total per activity incl. VAT
(Tasks 1 and 3) Software development and migration to SANBI Azure tenant (1 system build strategy and scheduled, 1 functioning system, 1 migration event to SANBI)				
(Task 4) Project management of system build phase (≥ 5 technical reports documenting agile development process)				
(Task 2) Change management assessment and guidance (12 user interviews, 1 report)				
(Task 5) User guidelines development (1 guidelines document, including guidance on long-term training needed)				
(Tasks 6 and 7) Training and capacity development (2 user training workshops and associated technical reports;				

Activity	Number of person-days	Daily rate (excl. VAT)	VAT	Total per activity incl. VAT
1 technical maintenance guideline for SANBI staff, 1 SANBI staff training workshop and 1 final handover report)				
Grant Total:				

Service Providers to note that SANBI may negotiate the number of days allocated for each activity in the final contract if necessary, but the total amount quoted cannot be exceeded in the contract.