



REQUEST FOR PROPOSAL

BID DETAILS

BID NUMBER: NEMISA/2023/GOVERNANCE, RISK, AND COMPLIANCE SYSYEM /RFP002

Issue **Date:** Thursday 23
NOVEMBER 2023

CLOSE **Date:** Thursday 14 December
2023
Time 11H00

DESCRIPTION: PROVISION OF A SERVICE PROVIDER TO PROVIDE GOVERNANCE, RISK AND COMPLIANCE MANAGEMENT SYSTEM FOR A PERIOD OF 5 YEARS

BRIEFING SESSION: Yes ☒ No ☐
See Section A-1 Paragraph 2 on Bid Submission Conditions and Instructions that the Bidder needs to take note of.

DETAILS OF BIDDER

Organization/individual:

Contact person:

Telephone/ Cell number:

E-mail address:

Tel: + 27 11 484 0583 | Fax: + 27 11 484 0615 | Physical Address: 26 Canary Street Gate 13 Auckland Park, Parktown | Postal Address: P.O. Box 545, Auckland Park, Johannesburg 2006, www.nemisa.co.za

Non-Executive Directors: Ms Molebogeng Leshabane (Chairperson); Ms Tobeka Buswana; Mr Melvyn Lubega; Mr Lionel Ricardo Adendorf; Ms Nomonde Hlatshaneni.
Executive Directors: Mr. Trevor Rammitlwa (CEO), Mr. Mahomed Chowan (CFO), Acting Company Secretary Brenda Mfaku

Reg no. 98/14825/08

GLOSSARY

Award	Conclusion of the procurement process and final notification to the effect to the successful bidder
B-BBEE	Broad-based Black Economic Empowerment in terms of the Broad-based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) and the Codes of Good Practice issued thereunder by the Department of Trade and Industry
Bid	Written offer in a prescribed or stipulated form in response to an invitation by NEMISA for the provision of goods, works or services
Contractor	Organisation with whom NEMISA will conclude a contract and potential service level agreement subsequent to the final award of the contract based on this Request for Bid
Core Team	The core team are those members who fill the non-administrative positions against which the experience will be measured.
dti	Department of Trade and Industry
EME	Exempted Micro Enterprise in terms of the Codes of Good Practice
GCC	General Conditions of Contract
IP	Intellectual Property
NEMISA	National Electronic Media Institute of South Africa (SOC) Ltd
Original Bid	Original document signed in ink, or Copy of original document signed in ink, or Submitted Facsimile of original document signed in ink
Originally certified	To comply with the principle of originally certified, a document must be both stamped and signed in original ink by a commissioner of oaths.
SCM	Supply Chain Management
SLA	Service Level Agreement

DOCUMENTS IN THIS BID DOCUMENT PACK

Bidders are to ensure that they have received all pages (45) of this document, which consist of the following sections:

SECTION A

Note: Documents in this section are for information to/instruction of bidders and must not be returned with bids.

- ☐ Section A 1: Bid Submission Conditions and Instructions
- ☐ Section A 2: Terms of Reference
- ☐ Section A 3: Evaluation Process/Criteria
- ☐ Section A 4: Contract Form (Rendering of Services) (Parts 1 & 2)/Letter of Acceptance/Formal Contract
(The pro forma contract is only included for Bidders to take note of the contents of the contract that will be entered into with the successful contractor)

SECTION B

Note: Documents in this section must be completed and returned or supplied with bids.

- ☐ Section B 1: Special Conditions of Bid and Contract: Special conditions that the Bidder needs to accept
- ☐ Section B 2: Declaration of Interest
- ☐ Section B 3: Declaration of Bidder's past SCM practices
- ☐ Section B 4: Certificate of Independent Bid Determination
- ☐ Section B 5: Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2011
- ☐ Section B 6: Invitation to Bid
- ☐ Section B 7: Pricing Schedule (Professional Services)

SECTION A

(This section must not be returned as part of the bid
document)

BID SUBMISSION CONDITIONS AND INSTRUCTIONS

CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF

1 FRAUD AND CORRUPTION

- 1.1 All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

2 BRIEFING SESSION

2.1 Compulsory Briefing Session

2.1.1 Yes

- 2.2 There will be an online briefing session on the 7th of December 2023 at 10am Kindly email hensonm@nemisa.c.za for the meeting link.
Use bid number NEMISA/2023/GOVERNANCE, RISK, AND COMPLIANCE SYSYEM /RFP002 as reference

2.3 General notes related to the Briefing Session

- 2.3.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is preferably to be requested at the briefing session. Bidders are advised to study this document before attending the briefing session and to have all their questions ready.
- 2.3.2 For a compulsory briefing session, all those attending will be issued with minutes or recording of the session within one week of the briefing session, forwarded electronically.

3 CLARIFICATIONS/ QUERIES

- 3.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (e-mail) from SCM Manager by not later than Wednesday, 6 December 2023. A reply will be forwarded within three (3) working days. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all Bidders by e-mail only. The bid number should be mentioned in all correspondence.

Contact details for SCM Manager:

Telephone: 011 484 0583

E-Mail: hensonm@nemisa.co.za

4 SUBMITTING BIDS

- 4.1 One (1) original document must be handed in/delivered to:

DELIVERED TO THE	26 Canary Street
NEMISA RECEPTION DESK	Gate 13. SABC building
SITUATED AT:	Auckland Park
	Johannesburg

Section A 1: Bid Submission Conditions and Instructions

and **one e-mailed document** to scm@nemisa.co.za

N.B kindly ensure that 2 documents are submitted, one as a hard copy and one as a soft copy (e-mailed)

Bidders should ensure that bids are delivered to NEMISA before the closing date and time to the correct physical address. If the bid is late, it will not be accepted for consideration.
*** Refer to Paragraph 5 below**

- ☐ Bids can be delivered and deposited into the tender box or handed in at reception any time during office hours (08:30 to 16:30 Mondays to Fridays) before or on the closing date.
- ☐ All bids must be submitted on the official forms (not to be re-typed).

4.2 Bids should be submitted in a sealed envelope, marked with:

- ☐ Bid number (NEMISA/2023/GOVERNANCE, RISK, AND COMPLIANCE SYSYEM /RFP002)
- ☐ Closing date and time (Thursday 14December 2023 @ 11:00)
- ☐ The name and address of the Bidder.

4.3 Documents submitted on time by bidders shall not be returned.

5 LATE BIDS

5.1 Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00 or any time thereafter. The tender (bid) box shall be closed at exactly 11:00 and bids arriving late will not be considered under any circumstances. Bids received late shall be returned unopened to the bidder. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

5.2 The official Telkom time, which can be observed by dialing 1026 from any phone, will be used to verify the exact closing time.

5.3 Bids sent to the NEMISA via normal post, or any other mechanism shall be deemed to be received at the date and time of arrival at the NEMISA premises (tender/bid box or reception). Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to be received late.

6 PAYMENTS

6.1 NEMISA will pay the Contractor the fees set out in the final contract according to the table of deliverables. No additional amounts will be payable by the NEMISA to the Contractor.

6.1.1 The Contractor shall from time to time during the duration of the contract, invoice NEMISA for the services rendered.

- 6.1.2 The invoice must be accompanied by supporting source document(s) containing detailed information, as NEMISA may reasonably require, for the purposes of establishing the specific nature, extent and quality of the services which were undertaken by the Contractor.
- 6.1.3 No payment will be made to the Contractor unless an original tax invoice complying with section 20 of the VAT Act No 89 of 1991, as amended, has been submitted to NEMISA.
- 6.1.4 Payment shall be made by bank transfer into the Contractor's back account normally 30 days after receipt of an acceptable, original, valid tax invoice. Money will only be transferred into a South African bank account. (Banking details must be submitted as soon as the bid is awarded).
- 6.2 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other moneys required to be paid in terms of the applicable law.

7 GENERAL CONDITIONS OF CONTRACT

- 7.1 The General Conditions of Contract must be accepted. The GCC can be downloaded from the Treasury Website. Please refer to the link below:

<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract.pdf>

TERMS OF REFERENCE (TOR)

PROVISION OF A SERVICE PROVIDER TO PROVIDE GOVERNANCE, RISK AND COMPLIANCE MANAGEMENT SYSTEM FOR A PERIOD OF 5 YEARS

1. BACKGROUND

The National Electronic Media Institute of South Africa was established as a non-profit institute for education in terms of the Companies Act (1973) and is listed as a schedule 3A public entity in terms of the Public Finance Management Act (1999).

NEMISA derives its mandate from the Department of Communications and Digital Technologies (DCDT), which was formed after the merger of the Department of Telecommunications and Postal Services (DTPS) and the Department of Communications.

2. PURPOSE

Provision of a suitable service provider to supply, implement and maintain a customisable Governance, Risk and Compliance (GRC) management system for the period of five years. The system should assist NEMISA in identifying and measuring risk exposures, developing mitigation strategies, applying analytic capabilities, and producing various reports and dashboards that managers can apply to daily decision-making. The successful service provider will also be responsible for user training.

3. SCOPE OF WORK

NEMISA hereby invites suitably qualified and reputable service providers to submit proposals for the supply, implementation, maintenance and training of Governance, Risk and Compliance (GRC) management system for a period of 5 years.

The GRC system should enable NEMISA to structure its governance, risk management and regulatory compliance in the most efficient manner. A fit-for-purpose GRC tool that has the ability to align the NEMISA's Organisational Strategy and approach to risk management and regulatory compliance obligations.

The required tool should provide a quick understanding of the NEMISA's current risk and regulatory compliance and risk profile and allow for a proactive tracking of workflows, assessment and notification of activities around the system. The tool should enable all those responsible for risk and compliance management to provide business with instant identification and knowledge of the threats it faces in line with its objectives. The software should have the following capabilities:

- **For system implementation, the bidders will be required to:**
 - i. Provide Project Implementation Plan and schedule;
 - ii. Implement the system (which includes customisation, development/ configuration);

Section A 2: Terms of Reference

- Testing and approval;
- Training on the use of the system an estimated thirty (30) users
- Data migration from the current Excel spreadsheet;
- Go live;
- Provide system support, software upgrades and maintenance as and when required (i.e. scheduled updates, forced updates)
- Suppliers to specifying turnaround time;
- Host the solution on NEMISA secure cloud environment /integrate it to NEMISA's hosted cloud environment.
- Working offline capability, and
- User and procedure manuals were provided.
 - The service provider to ensure strong passwords and two-factor authentication to prevent unauthorised access to sensitive information.
 - The service provider to ensure regular software and security systems updates to ensure that any vulnerabilities are addressed in a timely manner.

- **User requirements**

- **The software should include the following outputs:**

Service providers must provide the Governance, Risk and Compliance (GRC) management system that can capture the risk management process stages aligned to the various risk management standards and King IV on corporate governance. The service provider must also provide training on the use of the software (to the 30 users as indicated in 3.1.4.) . NEMISA requires the solution to be cloud-based and the service provider must provide the specifications required for hosting the recommended ERP Software. The installation and configuration of the software remain the responsibility of the service provider and therefore all related costing, including support, maintenance, and licencing, should be included in the pricing. The supplied software must have been tested and be the latest version.

The software solution should allow the following for system users:

- Capturing and updating of risks;
- Analysis and evaluation of risks;
- Rating of inherent, current controls and residual risks;
- Capturing and updating of controls;
- Update progress on action plans;

Section A 2: Terms of Reference

- A. complete compliance universe specific to NEMISA's business and regulatory requirements
- B. automatized tracking of legislative updates relevant to NEMISA's compliance universe, update with new legislation and regulatory of
- C. Identify relevant legislation exposing NEMISA to compliance/regulatory including associated penalties
- D. Enable NEMISA departments to manage compliance risks management plan & obligations online.
- E. Provide automated compliance checklists and reporting dashboard reports
- F. The system to align with NEMISA risk and compliance policies, frameworks, and methodologies

- **System Requirements**

- Tried and tested an automated, integrated Governance, Risk and Compliance (GRC) management system that is customisable.
- The system should be based on universally accepted best practice methodology to enable NEMISA to adopt and be compliant with frameworks such as the Companies Act, COSO Framework, ISO31000, KING IV on Corporate Governance, COBIT, National Treasury Regulation, Public Sector Risk Management Framework and PFMA.
- The system should provide for Risk Management module and built-in Compliance modules that will present the full NEMISA compliance universe and regulatory requirements (NEMISA is a State Owned Schedule 3A Entity, and therefore must comply but not limited to: PFMA, Treasury Regulations, Labour Relations Act, OHS Act, POPIA, PAIA, General Accepted Accounting Practice, all other compliance regulations)
- The system must be able to cater for additional modules (i.e. compliance, OHS,) should NEMISA decide to add them in future.
- The service provider must provide the latest compliance module updates as and when there are legislative changes
- System Security to comply with NEMISA's information security requirements and policies
- User access management (i.e., different access rights for users)
- System must include licences.
- Document and records management – provide for uploading of information/portfolio of evidence where required for audit purpose.
- Workflow management
- System Integration
- Analytics and Reporting
- System configuration, archiving and backup
- Be cloud-based
- Service/ support availability

Section A 2: Terms of Reference

- View all risks and actions allocated to the user/departments;
- Cross-cutting risks and dependencies.
- The system must support NEMISA Management and Risk Owners on tracking risk progress and enable specific email notifications, reminder and escalations.
- Multi-format reports in, but not limited to PDF, Word, Dashboard, Charts, Graphical and Excel for the Executive Management/Audit Committee and the Board
- The system must enable user departments to conduct self-audits to perform user monitoring and performance tracking
- Various risk and compliance reports for different oversight structures of the organisation.
- Provide meaningful risk and compliance information (risk, matrix, root cause, ratings, controls, dashboards etc.) within a short period of time to enable executives and management to make timely and informed business decisions;
- To include various risk assessment techniques – (i.e., bow-ties, HAZARD identification processes, etc.)
- Enables a standard workflow, where a sequence of tasks that processes management information is initiated, processed and approved in accordance with the organisation's approval framework;
- Assist in accurate and efficient reporting on organisational risks and compliance responsibilities, both internally as well as externally, as part of transparent reporting
- Tasks/Actions, notifications and escalations alert to users and managers when activities/tasks need to be performed, notice on due date or when due dates are not met - system notifications
- Integrated, flexible system that perfectly matches and improves on NEMISA's existing risk management processes, including workflow, field names, rating scales, naming conventions, layouts/templates and other best practices.
- Compliance Module that aligns with NEMISA risk and compliance policies, frameworks and methodologies and should enable NEMISA to manage all compliance risks and ensure regulatory compliance.
- The compliance module with:
 - A. comprehensive NEMISA's regulatory obligations and requirements in line with NEMISA's regulatory and compliance frameworks
 - B. Regulatory requirements/section of regulatory requirements for various departments

Section A 2: Terms of Reference

- Upgrades and Patches with recent versions and as and when there are new development/requirements in the applicable legislations
- System should be accessible through various devices

Bidders are welcome to add any functions related to GRC not mentioned in the RFP.

○ **Detailed user requirement list**

NO.	Requirement Description	Indicate requirement's availability (Yes/No)	Paragraph number and Page Number where item is addressed in the proposal (i.e. 1.5, Page 9)
GENERAL			
1.	Customisable Governance, Risk and Compliance (GRC) management system (system should be flexible enough to be aligned with NEMISA's approved Risk Management Framework and strategies).		
2.	Flexible i.e. configurable solution to suit our unique requirements and frameworks without any programmer intervention		
3.	Create user-defined fields		
4.	Update/add new users		
5.	Ability to cater for additional modules should the need arise		
6.	Holds a risk library for all users to access and for administrators to modify		
7.	Ensure the integrity of data and provides an audit trail of all changes to records and changes to user access rights in the system		
8.	Ability to be used by multiple users at the same time and ensure real-time updating		
9.	Email capability within the system (for notifications, workflow and escalations)		
10.	Export and import data to and from external sources (Excel)		
11.	Provide user audit trail for changes made		

Section A 2: Terms of Reference

13. Ability to retire and not delete risks (archive risks that are no longer active)
14. System to be used by multiple users at the same time and ensure real-time updating
15. Ability to configure NEMISA's approved risk methodology/ Heatmap/Matrix

Risk Management Methodology

17. Ability to capture identified risks, root causes, risk owner, risk likelihood, risk impact, risk evaluation, mitigation action/response plans, action owner, and monitoring reports (action logs on implementation of action plans etc.)
18. Ability to automatically create a unique risk identification number, and risk category
19. Ability to allocate/appoint risk owners, task owners, escalation and automatically generate an email notification to the appointees
20. Cater for NEMISA's risk criteria (impact scale, likelihood scale, heatmap) and be able to select using a drop down or similar
21. Able to capture/import existing risk register (from Excel documents)
22. Link and view multiple causes and consequences to a risk
23. Capture multiple controls (existing and planned) for a particular risk with time frames
24. Ability to create new controls and amend existing controls through the risk assessment module (without requiring a user to exit the risk assessment module/process)
25. Able to update risk profile in real time once control failures have been detected and captured on the system

Section A 2: Terms of Reference

- 26.** Ability to calculate inherent residual risk, current residual risk, and target residual risk
- 27.** Link risks to objectives/outcomes/strategies
- 28.** The system must also have the functionality for risk control self-assessments & surveys
- 29.** Escalation function from all levels not limited to the following:
 - A. Non-achievement of deadlines
 - B. Risk above acceptable tolerance and appetiteCross-cutting risks in the organisation
 - Automated reminders on due/overdue action plans and progress updates
- 30.** Create comments/notes on each risk

Reporting

- 31.** Generates a comprehensive risk register at various levels of the organisation incorporating Key Risk Indicators, Risk Appetite, Risk Tolerance, Risk Capacity, KPIs
- 3.2.** Able to generate Risk Control Self-Assessment and survey reports
- 3.3.** Provides an organisation-wide view (helicopter view) of the risk universe at strategic, operational, business unit levels, and project level
- 3.4.** Generate reports for:
 - Non-achievement of deadlines
 - Risk above acceptable tolerance and appetite
 - cross-cutting risks in the organisation
 - new emerging risks
 - progress on action plans per risk register/departments
 - Risk status report
 - quarterly risk comparison reports
- 35.** Ability to aggregate risk i.e. by category, risk type, status

Section A 2: Terms of Reference

- 36. Provides proactive monitoring,
- 37. including status tracking
- 38. Provides various risk dashboard reports (graphs, tables etc.) for monitoring of risks by Management/Audit and Risk Committee/Board

Opportunities

- 39. Capturing, analysis, evaluation and response to opportunities identified using the same process as the risk but on a positive

Lesson Learnt and continual improvement

- 40. Ability to capture lessons learnt

- The software will remain the property of NEMISA even after the tender has lapsed for continuous use by NEMISA.
- Bidders must be prepared to give a demonstration of the proposed solution, at no cost to NEMISA, when requested to do so, including providing samples of reports.

- **Main and other users**

- A. Risk Management Unit
- B. Departments/Business Units
- C. Risk Owners
- D. Risk and Compliance Champions
- E. Assurance providers

ALL BIDDERS MUST TAKE NOTE OF THE EVALUATION PROCESS THAT WILL BE FOLLOWED

1 EVALUATION PROCESS

1.1 PRE-QUALIFICATION

No pre-qualifications required for this bid.

1.2 COMPLIANCE WITH MINIMUM REQUIREMENTS

1.2.1 All bids duly lodged as specified in the Request for Bid will be examined to determine compliance with bid requirements and conditions. Bids with obvious deviations from the requirements/conditions will be eliminated from further consideration.

Failure to comply with or submit any one of the following items, will render a bid non-responsive and will not be evaluated further.

Reference	Description	Compliant?	
		YES	NO
Part 1	Signed Special Conditions of Bid and Contract		
Part 2	Tax Compliance Requirements		
Part 3	Completed and signed Declaration of Interest		
Part 4	Completed and signed Declaration of Bidder's past Supply Chain Management practices		
Part 5	Completed and signed Certificate of Independent Bid Determination		
Part 7	Completed and signed Invitation to Bid		
Part 12	Proof of registration on the CSD		

1.3 DETERMINATION OF SCORE FOR FUNCTIONALITY

1.3.1 The evaluation criteria and weights for functionality as indicated in the table in below, will apply.

Demo presentation

Step 1 – Bidders are required to demonstrate through a short presentation the system to the evaluators as part of the first phase of the evaluation.

The following key solution functionality must be demonstrated by the bidder:

	Functional criteria: System demonstration	Total Score 40
	System Requirements: The system should provide for a Risk Management module and built-in Compliance modules that will present the full NEMISA compliance universe and regulatory requirements (NEMISA is a State Owned Schedule 3A Entity, and therefore must comply but not limited to PFMA, Treasury Regulations, Labour	30

Section A 3: Evaluation Process/ Criteria

	Relations Act, OHS Act, POPIA, PAIA, General Accepted Accounting Practice, all other compliance regulations) - Provides a full system with complete modules that will enable NEMISA to integrate the entire compliance, risk and governance process. - The system must be able to cater for additional modules (i.e. compliance, OHS) should NEMISA decide to add them in future. - The service provider must provide the latest compliance module updates as and when there are legislative changes - System Security to comply with NEMISA's information security requirements and policies - System must include licences.	
1.	Ease of navigation: Upon log-on what is the primary landing page/ view of the risk manager? Does the risk manager have a helicopter view of all the activities they need to be focusing on? Demonstrate a view of the activities that are: - Going to be due in the near future - That are due and overdue How does the solution track & escalate activities/ initiatives in a way that provides information on the status of mitigations/ actions to address risk exposures?	2
2.	Workflow management: How are tasks assigned to various stakeholders within the value chain? How it escalate tasks?	2
3.	Dashboards and reporting: Show us the dashboards that can be generated from the solution as well as a sample of reports that can be extracted from the solution	2
4.	Risk analysis: How does the solution assist in analysis and assessment of risks? Does the solution assist in providing suggestions for future mitigation, where similar risks descriptions have previously been identified? Does it compile a risk library as it goes? For consistent risk naming?	2
5.	Risk / compliance management: Provide a simulation of 5 risks (2 strategic, 2 compliance and 1 operational) from initiation through to reporting; demonstrating the complete risk and compliance management cycle of (i) risk identification (ii) root cause identification (iii) current control identification (iv) risk rating risk monitoring and reporting	2

Second Step: The Bidders will be evaluated in the second phase as follows:

	Technical evaluation criteria (100)	Total Score 60
Experience in similar Scale Projects	- Company has successfully developed and implemented similar software in >5 companies = 10 - Company has successfully developed and implemented similar software in 4-5 companies = 8 - Company has successfully developed and implemented similar software in 2-3 companies = 4 - Company has successfully developed and implemented similar software in <2 companies = 0	10
Project Lead Capabilities, Experience, and qualifications	Evaluation of skills and experience of the Project Leader will be based on the CVs and proof of qualifications of the Project Leader that will be assigned to the project. - Project Leader with ND or Degree in IT (Related field) with >5 years' experience in similar projects = 15 - Project Leader with ND or Degree in IT (Related field) with <5 years' experience in similar projects = 10 - Project Leader without qualification but >10 years' experience in similar projects = 8 - Project Leader without qualification but <10 years' experience in similar projects = 4	15
Quality of Project Technical Team	Evaluation of skills and experience of resources responsible for implementing the solution (resources must have experience in implementing GRC solutions or similar). Portfolio of evidence = At least three CVs and proof of qualifications of staff that will be assigned to the project. >5 certified technical resource with > 5 years' experience on similar projects = 10 4 - 5 certified technical resource with > 5 years' experience on similar projects = 8 2 - 3 certified technical resource with > 5 years' experience on similar projects = 6 < 2 certified technical resource with > 5 years' experience on similar projects = 4	10
Project Implementation	Project management methodology and a well-presented detailed project implementation plan = 5	5

Section A 3: Evaluation Process/ Criteria

Plan & Approach	• Project management methodology and an average project implementation plan = 2 • Poor or no project plan presented = 0	
	Evaluation of the project management approach: Bidder's proposal covers fully on how they plan to deliver the project with proposed project charter outlining a scope of work, transfer skills, assumptions and limitations, task breakdown and resource allocation, stipulated timeframes = 10 Bidder's proposal covers partially on how they plan to deliver the project with proposed project charter outlining scope of work, transfer skills, assumptions and limitations, task breakdown and resource allocation, stipulated timeframes = 5	10
After Sales and support (maintenance & upgrades)	The maintenance of the proposed system; including first line and end-user support and stipulated turn-around times = 5 No maintenance and support included = 0	5
Written Reference	Contactable References letters on official letterhead with contact reference and details. Letter within 5-year period • 5 and more positive references attached = 5 • –3-4 positive references attached = 3 • –2 positive references attached = 2 • 1 positive reference attached =0	5
	Total	60

1.3.2 The score for functionality shall be calculated as follows:

- ☐ Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score for functionality.
- ☐ The score of each panel member shall be added together and divided by the number of panel members to establish the average score obtained by each individual bidder for functionality.

1.4 DETERMINATION OF SCORE FOR PRESENTATIONS

1.4.1 NEMISA will not call for presentations.

OR

1.4.2 NEMISA has decided/may decide to have compulsory presentations made either by all bidders who have obtained at least **80%** of the marks for functionality, or by the bidders ranked first to a maximum of six, but not less than the three highest scoring bidders once the price and preference marks have been combined.

1.4.3 Presentations shall only affect the marks awarded for functionality. If NEMISA wishes to use presentations to discriminate between bidders, the evaluation criteria to be affected shall be determined in advance and due allowance made in the mark scheme and indicated in paragraph 1.2.1.

1.4.4 Points determined by the presentation will be awarded to each bidder by each member of the Bid Evaluation Committee and then an average calculated. Such score will be added to the original score for functionality.

1.4.5 A bidder will be disqualified if the combined score for functionality fails to meet the minimum threshold for functionality as per paragraph 1.341.

1.5 ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY

1.5.1 Bids that score less than **80%** of the marks available for functionality will be eliminated from further consideration. Marks will therefore not be awarded for their cost proposals or for preference.

1.6 PRICE AND SCM EVALUATION CRITERIA POINTS

1.6.1 All remaining bids will be evaluated as follows:

1.6.2 The 80/20 preference point system will be applied. Points for price and SCM evaluation criteria

1.7 ADJUDICATION OF BID

1.7.1 The relevant award structure will consider the recommendations and make the final award. The successful bidder will usually be the service provider scoring the highest.

number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

CONTRACT FORM: RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I/we hereby undertake to render services described in the attached bidding documents to NEMISA in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number 1BNEMISA/2022/INTERNET AND VIRTUAL PRIVATE NETWORK SERVICES /RFP003 at the price/s quoted. My/our offer/s remain binding upon me/us and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - ☐ Invitation to bid
 - ☐ Tax clearance certificate
 - ☐ Pricing schedule(s)
 - ☐ Filled in terms of reference/task directive/proposal
 - ☐ Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - ☐ Declaration of interest
 - ☐ Declaration of bidder's past SCM practices
 - ☐ Special Conditions of Contract
 - 2.2 General Conditions of Contract
 - 2.3 Other (specify)
3. I/we confirm that I/we have satisfied myself as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal liable for the due fulfilment of this contract.
5. I/we declare that I/we have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the annexures.

1. An official order indicating service delivery instructions is forthcoming.

2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

3. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

SECTION B

This section must be completed and returned or supplied with bids as prescribed.

SPECIAL CONDITIONS OF BID AND CONTRACT

Return as Part 1

SPECIAL CONDITIONS	
1	GENERAL
1.1	The Bidder must clearly state if a deviation from these special conditions are offered and the reason therefor. If an explanatory note is provided, the paragraph reference must be indicated in a supporting appendix to the application submission.
1.2	Should Bidders fail to indicate agreement/compliance or otherwise, the NEMISA will assume that the Bidder is in compliance or agreement with the statement(s) as specified in this bid.
1.3	Bids not completed in this manner may be considered incomplete and rejected.
1.4	NEMISA shall not be liable for any expense incurred by the Bidder in the preparation and submission of a bid.
2	CANCELLATION OF PROCUREMENT PROCESS
2.1	This procurement process can be postponed or cancelled at any stage at the sole discretion of NEMISA provided that such cancellation or postponement takes place prior to entering a contract with a specific service provider to which the bid relates.
3	BID SUBMISSION CONDITIONS, INSTRUCTION AND EVALUATION PROCESS/CRITERIA
3.1	The Bid submission conditions and instructions as well as the evaluation process/criteria have been noted.
4	NEGOTIATION AND CONTRACTING
4.1	NEMISA have the right to enter into negotiation with one or more Bidders regarding any terms and conditions, including price(s), of a proposed contract.
4.2	Under no circumstances will negotiation with any Bidders, including preferred Bidders, constitute an award ¹ or promise/ undertaking to award the contract.
4.3	NEMISA shall not be obliged to accept the lowest or any bid, offer or proposal.
4.4	A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement (if applicable) signed by the designated responsible person of both parties. The designated responsible person of NEMISA is the CEO.
4.5	NEMISA also reserves the right to enter into one contract with a Bidder for all required functions or into more than one contract with different Bidders for different functions.

¹ See GLOSSARY.

Section B 1: Special Conditions of Bid and Contract

5	ACCESS TO INFORMATION
5.1	All bidders will be informed of the status of their bid once the procurement process has been completed.
5.2	Requests for information regarding the bid process will be dealt with in line with the NEMISA SCM Policy and relevant legislation.
6	REASONS FOR REJECTION
6.1	NEMISA shall reject a proposal for the award of a contract if the recommended Bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
6.2	The NEMISA may disregard the bid of any bidder if that bidder, or any of its directors: ☐ Have abused the SCM system of the NEMISA. ☐ Have committed proven fraud or any other improper conduct in relation to such system. ☐ Have failed to perform on any previous contract and the proof exists. Such actions shall be communicated to the National Treasury.
7	GENERAL CONDITIONS OF CONTRACT
7.1	The General Conditions of Contract must be accepted.
8	ADDITIONAL INFORMATION REQUIREMENTS
8.1	During evaluation of the bids, additional information may be requested in writing from Bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.
8.2	No additional information will be accepted from any individual Bidder without such information having been requested
9	CONFIDENTIALITY
9.1	The bid and all information in connection therewith shall be held in strict confidence by Bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
10	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT
10.1	Copyright of all documentation relating to this contract belongs to the client. The successful Bidder may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.
10.2	This paragraph shall survive termination of this contract.
11	NON-COMPLIANCE WITH DELIVERY TERMS
11.1	As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified,

Section B 1: Special Conditions of Bid and Contract

	NEMISA must be given immediate written notice to this effect. NEMISA reserves the right to implement remedies as provided for in the GCC.
12	WARRANTS
12.1	The Contractor warrants that it is able to conclude this Agreement to the satisfaction of NEMISA.
13	PARTIES NOT AFFECTED BY WAIVER OR BREACHES
13.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.
13.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.
14	RETENTION
14.1	On termination of this agreement, the contractor shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to NEMISA.
14.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
15	CENTRAL SUPPLIER DATABASE
15.1	It is a requirement that all suppliers/ services providers to NEMISA shall be registered on the National Treasury Central Supplier Database (CSD).
15.2	Bidders are therefore required to register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link: http://ocpo.treasury.gov.za/Pages/default.aspx
15.3	Bidders are therefore required to submit proof of their registration on the CSD, or if not yet registered, provide proof of their application to be registered, with their bid.
15.4	No bid will be awarded and a contract concluded with a bidder who is not registered on the CSD.
16	FORMAT OF BIDS
16.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.

Section B 1: Special Conditions of Bid and Contract

16.2	Bidders are to set out their proposal in the format prescribed hereunder. This means that the proposal must be structured in the parts noted below. <u>Information not submitted in the relevant part, may not be considered for evaluation purposes.</u>
16.3	Part 1: Special Conditions of Bid and Contract
16.3.1	Bidders must initial each page and sign the last page and return the Special Conditions of bid and Contract (Section B-1). Bids submitted without a completed Special Conditions of Bid form will be deemed to be non-responsive.
16.4	Part 2: SARS Tax Clearance Certificate(s)
16.4.1	Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Application for tax compliance status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za. Bidders may also submit a printed TCS together with the bid. In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate proof of TCS/ PIN/ CSD number. Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided. Bids submitted without any one of the above particulars, will be deemed to be non-responsive.
16.5	Part 3: Declaration of Interest
16.5.1	Each party to the bid must complete and return the "Declaration of Interest" (Section B-2). Bids submitted without a complete and signed Declaration of Interest will be deemed to be non-responsive.
16.6	Part 4: Declaration of Bidder's past Supply Chain Management practices
16.6.1	Each party to the bid must complete and return the "Declaration of bidder's past Supply Chain Management practices" (Section B-3). Bids submitted without a completed and signed Declaration of bidder's past Supply Chain Management practices will be deemed non-responsive.
16.7	Part 5: Certificate of Independent Bid Determination

Section B 1: Special Conditions of Bid and Contract

16.7.1	Each party to the bid must complete and sign the Certificate (Section B-4). Bids submitted without a completed and signed Certificate of Independent Bid Determination will be deemed non-responsive.
16.8	Part 6: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017
16.8.1	Bidders must complete, sign and return the full "Preference Points Claim Form" (Section B-5) document. In addition, a valid BEE certificate must be submitted. Quotes submitted without a completed and signed Preference Points Claim Form and a valid BEE certificate will be awarded zero points for preference.
16.9	Part 7: Invitation to Bid
16.9.1	Bidders must complete, sign and return the full "Invitation to Bid" (Section B-6) document. Bids submitted without a completed and signed Invitation to Bid will be deemed to be non-responsive.
16.10	Part 8: Pricing Schedule
16.10.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and Bidders are expected to submit a costing that is fair and reasonable.
16.10.2	All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed and must be returned as part of the submission (Section B-7). Bids submitted without a price or with an incomplete price, will be deemed to be non-responsive.
16.10.3	Rates for the contract must be firm and must be indicated in the formats prescribed. <u>All normal operating costs and out of pocket expenses such as photocopies, telephone calls, printing, travel, etc. must be covered in the rates quoted.</u>
16.10.4	A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.
16.10.5	Fees: ☐ The budgeted days/ hours and applicable rates of all team members as per the pricing schedule.
16.10.6	Reimbursable costs ☐ Travel ▪ Only economy class flights are to be used.

Section B 1: Special Conditions of Bid and Contract

	▪ Preferably Group A hire cars are to be used. In circumstances where good motivation exist, Group B hire cars may be used. The difference in cost between Group B and more expensive options, will be borne by the service provider. ▪ A rate per kilometre for the use of a personal vehicles must be quoted.
	☐ VAT: Value Added Tax must be included and shown separately.
16.11	Part 9: Technical approach
16.11.1	Bidders must submit a description of the methodology and approach that will be used to perform the work as set out in the Terms of Reference. This methodology and approach must demonstrate the Bidder's understanding of the requirement and also of the environment.
16.11.2	Bidders must, at least cover the under-mentioned in their technical approach and return as part of their submission:
	☐ Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid, or overcome such problems. ☐ Describe how the work will be managed. Provide an organisation chart clearly indicating: ▪ The lines of reporting and supervision within the Bidder's team. ▪ The lines of reporting between the Bidder and the NEMISA and other stakeholders, if applicable. ☐ Identify the position(s) involved in the direct delivery of the service to be provided and in the overall management of the work and name the people who will fill these positions.
16.11.3	Provide a project plan of activities. In addition to providing details of the estimated number of work days for each activity, Bidders are to supply a detailed timetable that identifies when certain activities will be undertaken and over what period they will be spread. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified.
16.11.4	Please note that Part 9 should be no longer than 20 single-sided A4 pages in Arial 11 (font size).
16.12	Part 10: Team details
16.12.1	In this part that must be returned as part of the submission, Bidders must provide details of the team named in the previous part.
16.12.2	For each team member there must be:
	☐ A complete curriculum vitae confirming suitability for the position. A format is provided as a guideline only for the compilation of the CVs.

Section B 1: Special Conditions of Bid and Contract

16.13	Part 11: Experience in this field
16.13.1	Bidders should provide in this part, and return as part the submission, at least the following information. ☐ Details of contracts for similar work within the last 5 years. ☐ Contact details of a maximum of 3 organisations for which work was done.
16.14	Part 12: Registration on the CSD
16.14.1	In this part, bidders must submit proof of their registration, or proof that they have applied for registration on the Central Supplier Database. Bids submitted without the required proof, will be deemed to be non-responsive.
16.15	Part 13: Registration Certificates
16.15.1	Insert any requirements for registration with professional bodies here Bids submitted without a completed and signed Invitation to Bid will be deemed to be non-responsive.

I/we herewith accept all the above-mentioned special conditions of the bid. If I/we do consider a deviation therefrom, I have noted those as per the instruction in paragraph 1 (General) above.

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

DECLARATION OF INTEREST

Return as Part 3

1. Any legal person, including persons employed by the State², or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price bid, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where –
 - 1.1. The bidder is employed by the State; and/or
 - 1.2. The bidder is a Management Board member of NEMISA and/or
 - 1.3. The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1. Full Name of bidder or his or her representative:
 - 2.2. Identity Number:
 - 2.3. Position occupied in the Company (director, trustee, shareholder, etc³):
 - 2.4. Company Registration Number:
 - 2.5. Tax Reference Number:
 - 2.6. VAT Registration Number:
 - 2.6.1. The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below
 - 2.7. Are you or any person connected with the bidder presently employed by the State? YES / NO
 - 2.7.1. If so, furnish the following particulars
 - ☐ Name of person/ director/ trustee/ shareholder/ member:
 - ☐ Name of State institution at which you or the person connected to the bidder is employed:
 - ☐ Position occupied in the State institution:

² "State" means

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the National Council of Provinces;
- (e) Parliament.

³ "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise

Section B 2: Declaration of Interest

Any other particulars:

2.7.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1. If yes, did you attach proof of such authority to the bid document?

YES / NO

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

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

2.8. Did you or your spouse, or any of the company's directors/shareholders/members or their spouses conduct business with the State in the previous twelve (12) months?

YES / NO

2.8.1. If so, furnish the following particulars.

2.9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1. If so, furnish the following particulars.

2.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.10.1. If so, furnish the following particulars.

2.11. Do you or any of the directors/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

Section B 2: Declaration of Interest

2.11.1. If so, furnish the following particulars.

.....

.....

.....

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

Full Name	Identity Number	Personal Tax Reference No	State Employee Number/ Persal Number

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES Return as Part 4

- 1 This declaration will be used by institutions to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 2 The bid of any bidder may be disregarded if that bidder, or any of its directors have:
- a. abused the NEMISA's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on the National Treasury's database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/ authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the homepage.	Yes ☐	No ☐
3.1.1	If so, furnish particulars:		
3.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website, (www.treasury.gov.za) by clicking on its link at the bottom of the homepage.	Yes ☐	No ☐
3.2.1	If so, furnish particulars:		
3.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
3.3.1	If so, furnish particulars:		
3.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
3.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION Return as Part 5

I, the undersigned, in submitting the accompanying bid:

NEMISA/2023/SPECIALIST TECHNOLOGIES COURSES/RFP001 - Provision of online learning content for massive open online courses (MOOCS) for a Period of 24 months

(Bid Number and Description)

in response to the invitation for the bid made by:

NEMISA

(Name of Institution)

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

I certify, on behalf of:that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - ☐ has been requested to submit a bid in response to this bid invitation;
 - ☐ could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - ☐ provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.

⁴ 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.

Section B 4: Certificate of Independent Bid Determination

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - ☐ prices;
 - ☐ geographical area where product or service will be rendered (market allocation)
 - ☐ methods, factors or formulas used to calculate prices;
 - ☐ the intention or decision to submit or not to submit, a bid;
 - ☐ the submission of a bid which does not meet the specifications and conditions of the bid; or
 - ☐ bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

Return as Part 6

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) SCM evaluation criteria
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SCM evaluation criteria	20
Total points for Price and SCM evaluation criteria	100

2. DEFINITIONS

Historically Disadvantaged Individual

"Historically Disadvantaged Individual" (HDI) is defined as a South African citizen –

- 1) who, due to the apartheid policy that was in place, had no voting rights in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 100 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("the interim Constitution"), and/or
- 2) who is a woman and/or
- 3) who has a disability

With the understanding that any person who received South African citizenship on or before the introduction of the interim Constitution will not be deemed to be HDI.

- "A woman" refers to a female person who is a South African citizen.
- "Disability" refers to a person with a permanent physical disability, mental disability, or awareness disability, which leads to confinement or disability or the inability to perform bodily functions in the manner or within the capacity of a normal person.

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_t - P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_t - P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR SCM EVALUATION CRITERIA

The specific goals allocated points in terms of the tender and Request for quotation.	Total Number of points allocated (20)
Historical disadvantaged individuals (HDI) (51 % Ownership)	10
Small, Medium and Micro Enterprises	10
Total maximum points	20

Supporting evidence to be submitted in the form of an affidavit and or financial.

Statements for SMME

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	NO
-----	----

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted?%
- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	NO
-----	----

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of the Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

6. DECLARATION WITH REGARD TO COMPANY/ FIRM

6.1 Name of company/firm:

6.2 VAT registration number:

6.3 Company registration number:

6.4 TYPE OF COMPANY/ FIRM

(Tick applicable box)

☐ Partnership/ Joint Venture/ Consortium

☐ One person business/ sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

6.6 COMPANY CLASSIFICATION

(Tick applicable box)

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

6.7 Total number of years the company/firm has been in business:

6.8 I/ we, the undersigned, who is/ are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown 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 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS:
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INVITATION TO BID Return as Part 7

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENT OF NEMISA

BID NO	NEMISA/2023/GOVERNANCE, RISK, AND COMPLIANCE SYSYEM /RFP002	CLOSING DATE	Thursday 14 December 2023	CLOSING TIME	11:00

**All Bidders must furnish the following particulars and include it in their submission
(Failure to do so may result in your bid being disqualified)**

Name of Bidder: _____

Postal address: _____

Street address: _____

: _____

Telephone number: Code _____ Number _____

Cellular number: _____

Facsimile number: Code _____ Number _____

e-Mail address: _____

VAT Registration No: _____

TAX COMPLIANCE REQUIREMENTS (Tick applicable box)

Printed TCS ☐ SARS PIN ☐ CSD No ☐

PROOF OF B-BBEE STATUS LEVEL SUBMITTED?

YES ☐ **NO** ☐

(Tick applicable box)

B-BBEE Status Level Verification Certificate ☐ B-BBEE Status Level Sworn Affidavit ☐

WHO WAS THE CERTIFICATE ISSUED BY? (Tick applicable box)

An Accounting Officer as contemplated in the Close Corporation Act (CCA)? ☐

A verification Agency accredited by the South African National Accreditation System (SANAS)? ☐

A registered Auditor? ☐

NOTE: A B-BBEE Status Level Certificate/ Sworn Affidavit (For EMEs or QSEs) must be submitted in order to qualify for preference points for B-BBEE

Contact details of Bidder's representative:

Name and Surname _____

Telephone number: Code _____ Number _____

Cellular number: _____

Facsimile number: Code _____ Number _____

Bid No:

NEMISA bid Document

Section B 6: Invitation to Bid

e-Mail address:

Confirmation

Are you the accredited representative in South Africa for the services offered by you? **YES / NO**

Declaration

I/ We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/ We confirm the availability of the proposed team members. I/ We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

Signature of Bidder:

Date:

Are you duly authorised to commit the Bidder? **YES / NO**

Capacity under which this bid is signed

TOTAL BID PRICE (INCLUSIVE OF VAT) ..R..

PRICING SCHEDULE

Services

Return as Part 8

NAME OF RESPONDENT:	
OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF QUOTATION	

PAR NO	DESCRIPTION	QUOTATION PRICE IN RSA CURRENCY			
1	The accompanying information must be used for the formulation of proposals.				
2	Respondents are required to indicate a ceiling price based on the total estimated time/fees for completion of all phases and including all expenses for the project. Check if this is right format for the service				
		Amount excluding VAT		R	
		VAT @ 15%		R	
		Total including VAT		R	
3	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE, PERSONS WHO WILL BE INVOLVED IN THE PHASE, RATES APPLICABLE AND PERSON-DAYS TO BE SPENT (A BREAKDOWN MUST BE GIVEN FOR EACH PHASE).				
3.1	Phase 1: Description				
3.1.1	Person and position	Hourly rate excluding VAT	Daily rate excluding VAT	Person-days to be spent	Cost/person/phase excluding VAT
		R	R		R
		R	R		R
		R	R		R
				Amount for phase excluding VAT	R
				VAT @ 15%	R
				Total per phase including VAT	R

Section B 8: Pricing Schedule

3.2	Phase 2: Description	-----				
3.2.1	Person and position		Hourly rate excluding VAT	Daily rate excluding VAT	Person-days to be spent	Cost/person/phase excluding VAT
	-----	R		R	-----	R
	-----	R		R	-----	R
	-----	R		R	-----	R
					Amount for phase excluding VAT	R
					VAT @ 15%	R
					Total per phase including VAT	R
3.3	Phase 3: Description	-----				
3.3.1	Person and position		Hourly rate excluding VAT	Daily rate excluding VAT	Person-days to be spent	Cost/person/phase excluding VAT
	-----	R		R	-----	R
	-----	R		R	-----	R
	-----	R		R	-----	R
					Amount for phase excluding VAT	R
					VAT @ 15%	R
					Total per phase including VAT	R

Section B 8: Pricing Schedule

3.4	Phase 2: Description	-----				
3.4.1	Person and position		Hourly rate excluding VAT	Daily rate excluding VAT	Person-days to be spent	Cost/person/phase excluding VAT
	-----	R		R	-----	R
	-----	R		R	-----	R
	-----	R		R	-----	R
					Amount for phase excluding VAT	R
					VAT @ 15%	R
					Total per phase including VAT	R
3.5	Phase 3: Description	-----				
3.5.1	Person and position		Hourly rate excluding VAT	Daily rate excluding VAT	Person-days to be spent	Cost/person/phase excluding VAT
	-----	R		R	-----	R
	-----	R		R	-----	R
	-----	R		R	-----	R
					Amount for phase excluding VAT	R
					VAT @ 15%	R
					Total per phase including VAT	R

Section B 8: Pricing Schedule

4 TRAVEL EXPENSES TO COVER ALL PHASES OF PROJECT (SPECIFY, FOR EXAMPLE RATE/KM AND TOTAL KM, CLASS OF AIR TRAVEL, ETC). ONLY ACTUAL COSTS ARE RECOVERABLE. PROOF OF THE EXPENSES INCURRED MUST ACCOMPANY CERTIFIED INVOICES.

4.1	Description of expense to be incurred	Rate	Quantity	Amount excluding VAT
	Travel (km)	R		R
	Car Hire (per day)	R		R
	Flights (economy)	R		R
			Amount excluding VAT	R
			VAT @ 15%	R
			Total including VAT	R

5 OTHER EXPENSES TO COVER ALL PHASES OF PROJECT (SPECIFY, E.G. THREE STAR HOTEL, BED AND BREAKFAST, TELEPHONE COST, REPRODUCTION COST, ETC). ON BASIS OF THESE PARTICULAR, CERTIFIED INVOICES WILL BE CHECKED FOR CORRECTNESS. PROOF OF THE EXPENSES MUST ACCOMPANY INVOICES.

5.1	Description of expense to be incurred	Rate	Quantity	Amount excluding VAT
	Accommodation (three star or equivalent)	R		R
	Meals (each)	R		R
	Per Diem (per day)	R		R
	Telephone costs (per unit)	R		R
	Reproduction costs (per page)	R		R
			Amount excluding VAT	R
			VAT @ 15%	R
			Total including VAT	R

- 6 Period required for commencement with project after acceptance of quotation.
- 7 Estimated person-days for completion of the project.
- 8 Are the rates quoted firm for the full period of the contract?
- 9 If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

