



TERMS OF REFERENCE

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, IMPLEMENTATION, SUPPORT AND MAINTENANCE OF A RISK AND COMPLIANCE INFORMATION TECHNOLOGY SOLUTION FOR THE NATIONAL DEVELOPEMENT AGENCY (NDA) OVER A PERIOD OF 36 - MONTHS

BID REF: NDA08/CEO01/24

COMPULSORY BRIEFING SESSION	A COMPULSORY BRIEFING SESSION WILL BE HELD ON THE 29th JULY 2024 @ 10H00
VENUE	<p>MICROSOFT TEAMS: Bidders who are interested in joining the compulsory briefing session MUST send their e-mail addresses to: tenders@nda.org.za by 09h00 on the 29th July 2024 so that a link can be sent to them for joining the Microsoft Teams meeting.</p> <p>(Failure to join the briefing session will result to disqualification from the bidding process)</p>
CLOSING DATE	09th AUGUST 2024
CLOSING TIME	12H00
SUBMISSION OF DOCUMENTS	<p>All proposals must be delivered at the NDA Head Office on or before the closing date and time. The Head Office address is 26 Wellington Road, Parktown, Johannesburg, 2193. Submissions must be strictly submitted inside the tender box, which is at the main entrance and accessible 24/7.</p> <p><i>Service providers outside of Gauteng are advised to send their documents by courier. NDA will not take responsibility for documents sent via postal services.</i></p>

<p>SUPPLIER ENVELOPES</p>	<p>The supplier's envelope/s MUST clearly have the description of the " The appointment of a service provider for the supply, implementation, support and maintenance of a Risk and Compliance Information TechnologySolution for the NDA over a period of 36 months".</p> <p>A TWO-ENVELOPE system will be used for the submission of bids:</p> <p>Commercial Envelope This envelope must contain price quotations plus all the mandatory documents as listed in section 13 of this document.</p> <p>Technical Envelope This envelope must contain all info listed in section 5 of this document.</p>
<p>LATE BIDS</p>	<p>Bids received after the closing date and time will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).</p>
<p>Contact person for Commercial Queries is Ms Zibuyile Zulu or Mr Muzi Matsenjwa on +27 11 018-5907/5562 between 08h30 to 17h00 on weekdays. Queries can also be sent in writing to ZibuyileZ@nda.org.za/MuziM@nda.org.za.</p> <p>Contact person for Technical Queries is Mr Mphumeleli Zungu or Mr Siyabonga Shozi +11 018 5633/5548 or MphumeleliZ@nda.org.za/siyabongas@nda.org.za.</p>	

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1. BACKGROUND

The National Development Agency is looking for suitable and qualified service provider to assist the NDA in implementing, maintaining and support of risk and compliance software. NDA is implementing and embedding risk management process through aligning to National Treasury Risk Management Framework. It is part of the requirement that risk management software should be procured to assist the NDA to identify, assess, treat, manage and report on compliance and enterprise wide risks. NDA is aligning its people, processes and technology and it is with those premises that NDA procures risk and compliance management software to help to implement and report on organisational and compliance

risks to achieve the strategic objectives/outcomes by having seamless and easy to use system.

2. SCOPE OF WORK

The scope of delivery will cover the following key areas of the NDA risk and compliance management, including identification, assessing, treatment and reporting processes:

2.1 DELIVERABLES-RISK MANAGEMENT

The NDA seeks to implement a risk management Software or tool with the following features and functionalities.

- 2.1.1 A single integrated Risk platform providing Risk Identification, Risk Assessment, Risk Control Environment, Risk Control Activities and templates(action plan), Information and Communication, and real time monitoring of risks through:
 - 2.1.1.1 Capturing or creation of strategic and operational risks with root causes and their impacts.
 - 2.1.1.2 Capturing of planned mitigation plans for each risk with due dates for implementation of mitigation plans
 - 2.1.1.3 Capturing of progress on monthly or quarterly basis against implementation of planned mitigations and attachment of evidence to support reported progress
 - 2.1.1.4 Rating of risk on both the inherent risk, control effectiveness and residual risk.
 - 2.1.1.5 Generation of reports and dashboards and able to produce reports on risk intelligence, incident reports, graphs and key risk indicators e.g. age analysis report on mitigations.
 - 2.1.1.6 Tool should have functionality to issue reminders and notifications to users prompting them to update progress reports.
- 2.1.2 Activity, action and task management functionality driven by an integrated library that will allow for task assignment and activity tracking to ensure risks are mitigated and resolved.
- 2.1.3 System should be aligned to risk and compliance management methodologies, standards and best practices.
- 2.1.4 Migration of the existing risk management data which is in excel.
- 2.1.5 Facilitate the hand over process at the end of the contract.
- 2.1.6 The system should be microsoft friendly and compatible to microsoft product.
- 2.1.7 Web-based off-the-shelf system with real time processing allowing for concurrent multiple users, moreover it should be compatible with any smart devices.
- 2.1.8 The system and data should be hosted in South Africa to comply with State Security Agency laws and POPIA.
- 2.1.9 The system data and content belongs to the NDA.
- 2.1.10 Able to capture/import/export data from the system to excel, word, powerpoint and pdf
- 2.1.11 The system shall be hosted internally in the NDA on our networks.
- 2.1.12 Implement risk management software for the Head office and its provinces.
- 2.1.13 System audit trail of all changes.

2.1.14 Solution to have off line processing and be able synchronise with online version.

2.2 DELIVERABLES –COMPLIANCE MANAGEMENT

2.2.1 Compliance and Regulatory Universe- The tool/service provider must be able to compile an appropriate snapshot of all the acts relevant to NDA's business and the associated compliance risk for each one Act and Regulations.

2.2.2 Meaningful Analysis-System that allows the controls to be captured and linked legislations, regulations, policies, codes and instructions and rating of controls.

2.2.3 Compliance Calendar-Flags the dates when obligations come into effect and details for non-compliance.

2.2.4 Simplified Management and Board Reports-Provide compliance dashboard for monitoring compliance risks and compliance risk indicators by Management.

2.2.5 Pro-Active Alerts-Track and respond to legislative and regulatory changes. Advise the NDA of legislative and regulatory changes within 48 hours.

2.2.6 Able to capture/import/export data from the system to excel, word,powerpoint and pdf.

2.2.7 Migration of the existing risk management data which is in excel.

2.2.8 Facilitate the hand over process at the end of the contract.

2.2.9 The system should be microsoft friendly and compatible to microsoft product.

2.2.10 Web-based off-the-shelf system with real time processing allowing for concurrent multiple users, moreover it should be compatible with any smart devices.

2.2.11 The system should be hosted in South Africa to comply with State Security Agency laws and POPIA.

2.2.12 The system data and content belongs to the NDA.

2.2.13 The system shall be hosted internally in the NDA on our networks.

2.2.14 Implement compliance management software for the Head office and its provinces.

2.2.15 System audit trail of all changes.

2.2.16 Solution to have off line processing and be able synchronise with online version.

3. PROJECT TIME FRAME

3.1 The project implementation must be completed within two (2) months from the date of appointment and signing of contract.

3.2 Bidder should indicate in their commercial document the prices for support and maintenance(for 34 months).The Support and maintenance involves and entails:

- 3.2.1 **System Updates and Upgrades:** Perform regular system updates and upgrades to incorporate new features, enhancements, and security patches.
- 3.2.2 **Backup and Recovery:** Implement a robust backup and recovery strategy.
- 3.2.3 **Performance Optimization:** Monitor system performance and conduct optimization activities, such as database indexing, query optimization, and resource allocation adjustments, to maintain high performance and responsiveness.
- 3.2.4 **Security Management:** Regularly update security protocols, apply patches, and conduct vulnerability assessments to protect the system against threats. Ensure compliance with data protection regulations and standards such as POPIA.
- 3.2.5 **Helpdesk Support:** Provide a dedicated helpdesk for user support, available during business hours. The helpdesk should handle queries, troubleshooting, and technical assistance through multiple channels (phone, email, chat).
- 3.2.6 **Incident Management:** Implement an incident management process to log, track, and resolve system issues promptly. Ensure clear communication with the NDA during the resolution process and provide incident reports post-resolution.
- 3.2.7 **User Training and Documentation:** Conduct regular training sessions for end-users and administrators to ensure they are proficient with the system.
- 3.2.8 **Change Management:** Manage changes to the system in a controlled manner.
- 3.2.9 **Service Level Agreements (SLAs):** Establish and adhere to SLAs that define response and resolution times for various support requests. Regularly review and report on SLA performance to ensure accountability and continuous improvement.
- 3.2.10 **System Health Monitoring:** Continuously monitor system health, performance metrics, and usage patterns. Use automated tools to detect anomalies and potential issues before they impact users.

- 3.2.11 Capacity Planning: Conduct capacity planning to ensure the system can handle current and future workloads. This includes monitoring resource usage and planning for necessary expansions or upgrades.
- 3.2.12 Compliance Monitoring: Regularly review and update the system to ensure ongoing compliance with relevant regulations and standards. Implement automated alerts for any compliance breaches.
- 3.2.13 User Feedback: Collect and analyze user feedback to identify areas for improvement.
- 3.2.14 Innovation and Enhancement: Stay abreast of new technologies, best practices, and industry trends. Propose and implement innovative solutions and enhancements that can improve the system's functionality and user experience.
- 3.2.15 Maintenance Logs: Maintain detailed logs of all maintenance activities, including updates, patches, backups, and performance optimization tasks. Ensure logs are accessible for auditing and review.
- 3.2.16 Support Reports: Provide regular reports on support activities, including the number and type of support requests, resolution times, and user satisfaction ratings. Use these reports to improve support services.
- 3.2.17 Compliance Reports: Generate compliance reports to demonstrate adherence to regulatory requirements. These reports should be readily available for internal review and external audits.
- 3.3 A detailed work plan indicating activities and timeframes should be provided with the proposal based on the activities in the scope of work.

4. REQUIREMENTS

- 4.1 The system must be capable of scaling to accommodate the NDA's growth and risk management needs.
- 4.2 The system should follow RABC(Role based access control)

- 4.3 The system should have Single sign on(SSO) integrating with active directory(AD).
 4.4 The cost of the project implementation must include user licences. There are 3 users that will have administrative rights and 43 users of the system.

5. TECHNICAL EVALUATION CRITERIA

Evaluation criteria will be in two stages, namely:

- 5.1 Technical aspect of the proposal and capacity to deliver
 5.2 Virtual presentation including demo for all bidders

5.1 TECHNICAL ASPECT OF THE PROPOSAL	
DESCRIPTION	WEIGHT
<p>5.1.1) Clearly defined ERM and compliance methodology/Framework to be used in implementing the project according to public sector recognised best practices/standards. The ERM Framework should:</p> <ul style="list-style-type: none"> • Establish the context (1 point) • Risk identification(1 point) • risk assessment (2 point) • risk treatment (1 point) • monitoring and review (1 point) • communication, training and reporting (1 point) <p>5.1.2) Compilation of compliance and regulatory universe which includes the following:</p> <ul style="list-style-type: none"> • identification of all Act relevant to the NDA and provide regular updates (2 point) • identification of all compliance obligations under each Act (2 point) • identification of all compliance obligations under each internal policy (1 point) <p>5.1.3) The solution must be able to:</p> <ul style="list-style-type: none"> • flag the dates when obligations come into effect (1 point) • provide proactive alerts regarding the legislative and regulatory reviews/changes and further advise the NDA of such within 48hours (1 point) • update the compliance and regulatory universe whenever there are legislative and policy reviews (1 point) 	<p>15</p>
<p>5.1.4) Security controls- The system should follow RABC(Role based access control)</p> <ul style="list-style-type: none"> • User authentication (AD/AAD password) (2 point) • User authorization (RBAC) (2 point) • System audit trail (2 point) • The system should have capability for Single sign on(SSO) integrating with our active directory(AD) (2 point) <p>Sample user authentication screen grab(s) should be provided as evidence, failure to provide the screen grab(s) will result to a score of zero for this point.</p>	<p>8</p>

<p>5.1.5) Reporting- Solution must :</p> <ul style="list-style-type: none"> • provide monthly and quarterly reports for both risk and compliance modules (2 points) • provide standard and customized reports, and they should be exported to Microsoft suite (<i>word, excel,powerpoint and pdf</i>) (2 points) <p>Sample system reports should be provided as evidence, failure to provide the sample reports will result to a score of zero for this point.</p>	4
<p>5.1.6) Reference Letters- Evidence that the bidder has provided similar services to other institutions within the last 5 years.3 contactable verifiable reference letter on client's letterhead for each project, that must include contact details with landline numbers, nature of project, value and duration of project (15 points) (5 points for each verifiable letter)</p> <p>Letters older than 5 years and incomplete information will not be considered.</p>	15
<p>5.1.7) Solution Compatibility- Confirmation letter indicating the compatibility of the solution with smart devices.(2 points)</p> <p>Solution Scalability- Confirmation letter that the system should be capable to scale up according to the needs of the organization in terms of the users and requirements.(2 points)</p>	4
CAPACITY TO DELIVER	
<p>5.1.8) IT technical related skills qualification with at least a system implementation qualification/certification (system development,system analysts,system programmer and any other related fields) and 3 years' experience of implementing and supporting risk and compliance software.CVs should be attached</p> <p>(i) Qualification(Evidence provided)(2 points) (ii) Experience(Evidence provided) (3 points)</p> <p>Failure to attach a CV with the qualifications and experience will result in a score of zero</p>	5
<p>5.1.9) Project Lead with at least Project management certificate and 5 years' experience of software development projects. CVs should be attached</p> <p>(i) Qualification (Evidence provided) (2 points) (ii) Experience(Evidence provided) (3 points)</p> <p>Failure to attach the qualifications and experience will result in a score of zero</p>	5
<p>5.1.10) Service Take-on The bidder must provide a detailed workplan with activities, timeframes and responsibilities</p>	10

<p>5.1.11) professional Affiliation - The Bidder should be affiliated with recognised professional body for risk management and compliance management (An individual employed by the firm/organisation or firm or organisations's certificate/membership)</p> <ul style="list-style-type: none"> (i) Risk Management (Evidence provided) (5 points) (ii) Compliance(Evidence provided) (5 points) <p><i>Failure to attach affiliation certificate/membership will result in a score of zero</i></p>	10
Total score	76

5.2 FORMAL PRESENTATION INCLUDING DEMO (VIRTUAL)	
DESCRIPTION	WEIGHT
<p>5.2.1) User friendly and easy to understand</p> <ul style="list-style-type: none"> (i) Dashboard upon login (2 points) (ii) Accessibility of documents from dashboard (2 points) (iii) Guidance documents on how to use the system (2 points) 	6
<p>5.2.2) Password Management</p> <ul style="list-style-type: none"> (i) System should be protected by username and password functionality (2 points) (ii)System to force the user to change password and facility to change it when forgotten (2 points) 	4
<p>5.2.3) User to prompt the system to produce different reports</p> <ul style="list-style-type: none"> (i) Standard reports-the system should allow the capturing the risk,analyse,assess and develop action plan and capturing of progress report and attach evidence to support such report (2 points) (ii) Customised reports-the system should allow the customisation of reports to suit NDA's specific needs e.g. provide age analysis on each mitigation plan (2 points) 	4
<p>5.2.4) Reports able to change to Microsoft and adobe reader</p> <ul style="list-style-type: none"> (i) Microsoft solution (2 points) (ii) Adobe reader (2 points) 	4
<p>5.2.5) System should be web-based and compatible with devices such as smart phone, tablet and laptop including browsers such iOS and android and send notifications</p> <ul style="list-style-type: none"> (i) Web-based system (2 points) (ii) Able to work with gadgets/devices (2 points) (iii) Notifications and reminders (2 points) 	6
Total score	24
Overall Score	100
Minimum qualifying score	70

6. COMMERCIAL EVALUATION

- (a) Bids will be evaluated in accordance with the NDA's Supply Chain Management Policy and Preferential Procurement Policy, 2023, using the 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis).
- (b) The bid proposals received will be evaluated in two (2) phases. On the first phase bids will be evaluated on functionality and on the second phase in accordance with the 80/20 preference points system respectively.
- (c) Bid proposal must score a minimum of seventy (70) points out of hundred (100) points on functionality in order to qualify for advancement to the next phase of evaluation. Second phase, a bid proposal scoring less than seventy (70) out of 100 will not be considered for further evaluation and will be disqualified.
- (d) Phase two: During this phase, bid proposals that passed the first phase will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis), 10 points will be awarded for Enterprises owned by black people, 4 points for enterprise located in a specific Rural/Underdeveloped/Township (should the required locality merely be the Province, the full points will be applied to the Province), 2 points for Enterprises owned by black African women, 2 points for Enterprises owned by black African youth and 2 points for Enterprises owned by black African with disability. **The CSD I AM register report** will be used to allocate points and the (80/20 system) will be applied in accordance with the table below:

Specific Goal	Number of points (80/20 system)
Enterprises owned by black people <i>(must be included as a specific goal)</i>	10 points % shareholding by black people will determine the points
Enterprises located in a specific: <ul style="list-style-type: none"> Rural / Underdeveloped/Township for work to be done or services to be rendered in that area. <i>(SBD 1 must be completed with full location and must be accompanied by proof of address to claim points).</i>	4 points <ul style="list-style-type: none"> Rural/Underdeveloped/Township/: = 4 points Should no declaration or proof be supplied, the bidder will score zero but will not be disqualified. Should the required locality be the Province, the full points will be

	<p>applied to the Province.</p> <p><i>Points will be given if the enterprise has its registered head office or registered operational office in that location</i></p>
<ul style="list-style-type: none"> • Enterprises owned by black African women. 	<p>2 points</p> <p>% shareholding by the targeted group will determine the points that are scored</p>
<ul style="list-style-type: none"> • Enterprises owned by black African with disability. 	<p>2 points</p> <p>% shareholding by the targeted group will determine the points that are scored</p>
<ul style="list-style-type: none"> • Enterprises owned by black African youth. 	<p>2 points</p> <p>% shareholding by the targeted group will determine the points that are scored</p>

- (e) The highest ranked bidder will be awarded the bid. It should be noted also that the NDA reserves the right not to appoint any service provider and no service provider will be reimbursed for any costs incurred whilst participating in this bid.

7. JOINT VENTURES, CONSORTIUMS AND TRUSTS

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The NDA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

When bidding through a Joint Venture, the Joint Ventures must submit a Consolidated B-BBEE certificate if it is not an incorporated entity when responding to tenders. This means that the bidder will have to obtain a new B-BBEE certificate for the Joint Venture, which consolidates each participant's B-BBEE status level.

8. CLIENT BASE

The NDA reserves the right to contact references during the evaluation and adjudication process to obtain information.

9. PACKAGING OF THE BID DOCUMENTS

The bidder shall place both the sealed Technical Proposal and Price/ Commercial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

9.1. Functionality/Technical Envelope

Bid Ref: **BID REF: NDA08/CEO01/24**

The appointment of a service provider for the supply, implementation, support and maintenance of a Risk and Compliance Information Technology Solution for the NDA over a period of 36 month.

Bid closing date and time: **09th AUGUST 2024**

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid as per **Section 5** of this document.

9.2. Pricing/Commercial Envelope

Bid Ref: **BID REF: NDA08/CEO01/24**

The appointment of a service provider for the supply, implementation, support and maintenance of a Risk and Compliance Information Technology Solution for the NDA over a period of 36 month.

Bid closing date and time: **09th AUGUST 2024**

Name and address of the bidder:

In this envelope, the bidder shall only address the commercial aspects of the bid as per **Section 13** of this document.

10. PRICING

- (a) Bidders must submit a detailed cost breakdown for all applicable costs e.g. Initial setup costs, monthly costs, and any other applicable costs. All prices submitted must be inclusive of VAT.
- (b) Bidders must indicate if their prices will be fixed and firm for the duration of the proposed contract period, if not, the proposed escalations should be indicated.
- (c) Bidders must ensure that the quotes submitted have no arithmetic errors as NDA will not rectify any errors and no adjustments to quotations received will be permitted.
- (d) Bidders will carry the responsibility of ensuring that the proposals submitted have been signed by a duly authorised person. Should it be established after the submission of proposals that the signatory authorising the proposal is not legally appointed by the service provider, the offer/proposal will be disqualified from the evaluation process.
- (e) All prices submitted should be typed in black ink or written in pen, proposals written in pencil will not be accepted and evaluated.
- (f) A two-envelope system will be used for the submission of proposals.

11. TENDER VALIDITY

All submitted bids must be valid for 150-days from the closing date of this bid.

12. NDA PAYMENT TERMS

Invoices will be paid 30-days from the date of submission and approval. All invoices must be sent to the following e-mail address: Invoices@nda.org.za

13. MANDATORY DOCUMENTS

- (a) Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS). Where consortium/joint ventures/sub-contractor are involved in each party to the association must submit a separate valid original Tax Clearance Certificate or SARS tax Pin or a CSD report. Alternatively, service providers must fully complete Standard Bid Document 1 (SBD 1) to give effect to the tax compliance status system.
- (b) Signed agreements for joint ventures and/or consortium arrangements.
- (c) Company registration documents (CIPC).
- (d) A letter/resolution authorising the person signing the bid documents and contracts.
- (e) All participating bidders must complete, sign and return ALL the attached SBD forms (SBD1, 3.3, 4&6.1) together with their proposals.

Failure to complete and submit any of the attached documents will result in immediate disqualification.

14. CENTRAL SUPPLIER DATABASE

The NDA will not appoint any supplier who is not registered as a prospective supplier on the central supplier database as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction note 4 of 2016/2017.

15. CONTRACT AWARD

A binding contract will be signed after both parties have fully agreed to the scope of work and all terms and conditions. The NDA legal department will develop a draft contract that shall be used as the basis to finalise contract terms and conditions.

16. DISCLAIMER

- (a) Whilst all due care has been taken in connection with the preparation of this bid, the NDA makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current or complete. The NDA and its officers and employees will not be liable for any information communicated which is not accurate, current or complete.
- (b) If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NDA (other than minor clerical matters); the bidder must promptly notify NDA in writing of such discrepancy, ambiguity, error or inconsistency to allow the NDA to consider what corrective action is necessary (if any).

- (c) Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NDA will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- (d) No representations made by or on behalf of NDA about this bid will be binding on the NDA unless that representation is expressly incorporated into the contract ultimately entered into between NDA and the successful bidder.

17. ADDITIONS AND AMENDMENTS TO THE BID

- (a) The NDA reserves the right to change any information in, or to issue an addendum to this bid before the closing date and time. The NDA its officers and employees will not be liable in connection with either the exercise of or failure to exercise this right.
- (b) Should the NDA exercise its right to change the information in terms of clause 22.1 all amendments will be communicated to all bidders.

18. CONTENT PAGE

Participating bidders are required to submit a detailed content page and page dividers clearly indicating (cross-referencing) where each of the technical requirements is placed in their bid documents exactly as outlined in **section 5** (technical evaluation criteria) of this TORs. Any additional information that the supplier would like to provide should be referenced as well on the content page.

19. PRICE NEGOTIATIONS

- (a) Where the bidder that scored the highest total points did not quote a reasonable or a market-related price, the NDA may negotiate with the bidder to offer a reasonable or market-related price, should the adjudicator agree to this;
- (b) Should the bidder scoring the highest total points not agree on a reasonable or market-related price, the NDA may cancel the bid or negotiate with the bidder that scored the second highest total points or the third highest total points, in that order.

20. SPECIAL COMMERCIAL CONDITIONS OF THIS BID

NDA reserves the right to;

- (a) To accept part of a tender rather than the whole tender.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Award to multiple bidders based either on size or geographic considerations.

21. ETHICS AWARENESS TO SERVICE PROVIDERS

NDA pledges towards high ethical conduct in dealing with Service Providers

- *NDA is committed to highest standard of ethics in conducting its business and encourages all stakeholders to contribute towards building ethical culture within the organization.*
- *NDA shall not demand money from Service Providers to get work (tenders and quotations) from the organization.*
- *Suppliers are prohibited to induce NDA employees through gifts in order to directly and indirectly benefit business from NDA.*
- *NDA has a strict gift policy to ensure that gifts received from Suppliers are properly declared to ensure transparency.*
- *Any unethical behaviour that is compromising by NDA employees shall be reported to Fraud/ethics Hotline:0800 701 701*

I HAVE READ AND UNDERSTOOD THE NDA PLEDGE THAT PROMOTE HIGHLY ETHICAL CULTURE. I WILL, TO THE BEST OF MY ABILITY, ADHERE TO AND HONOUR THIS PLEDGE IN MY PROFESSIONAL DEALINGS WITH NDA.

Signature: Representative of the Service Provider

Date

Name: Representative of the Service Provider

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NDA08/CEO01/24	CLOSING DATE: 09 th August 2024		CLOSING TIME:	12H00 PM
TERMS OF REFERENCE					
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, IMPLEMENTATION, SUPPORT AND MAINTENANCE OF A RISK AND COMPLIANCE INFORMATION TECHNOLOGY SOLUTION FOR THE NATIONAL DEVELOPEMMENT AGENCY (NDA) OVER A PERIOD OF 36 - MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
26 WELLINGTON ROAD, PARKTOWN, 2193					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Muzi Matsenjwa or Zibuyile Zulu		CONTACT PERSON	Mphumeleli Zungu/Siyabonga Shozi	
TELEPHONE NUMBER	011 018 5562/5509		TELEPHONE NUMBER	011 018 5633/011 018 5548	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	muzim@nda.org.za tenders@nda.org.za		E-MAIL ADDRESS	mphumeleliz@nda.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS (attach proof not older than 6 months)					
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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> 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:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number NDA08/CEO01/24
Closing Time 12:00	Closing date 09th August 2024

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

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

-
- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - *Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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

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.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 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

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.

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.

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 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:

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

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:

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

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
QSE/EME B-BBEE level 1		10		
QSE/EME B-BBEE level 2		09		
B-BBEE level 3, 4, 5, 6, 7, 8, or non-compliant contributor		0		
Enterprises located in a specific: <ul style="list-style-type: none"> • Rural / Underdeveloped/Township • for work to be done or services to be rendered in that area. 		10		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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