



REQUEST FOR PROPOSAL

BID DETAILS

BID NUMBER: NEMISA/2024/ INTEGRATED LEARNING
MANAGEMENT CLOUD SERVICE /RFP002

Issue **Date:** Tuesday 04 February 2025

CLOSE **Date:** Wednesday, 26 February
2025
Time 11H00

DESCRIPTION: PROVISION OF INTEGRATED LEARNING
MANAGEMENT CLOUD SERVICE FOR A PERIOD OF
3 YEARS

BRIEFING SESSION:

Yes	X
-----	----------

 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: _____

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
Executive Directors: Mr. Trevor Rammitlwa (CEO), Company Secretary Prudence Swarts

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 after 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 13th of February 2025 at 9am Kindly email hensonm@nemisa.c.za for the meeting link. Use bid number NEMISA/2024/ INTEGRATED LEARNING MANAGEMENTCLOUDSERVICE/RFP002**

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 Monday 17 February 2025. 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

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/2024/ INTEGRATED LEARNING
MANAGEMENTCLOUDSERVICE/RFP002
- Closing date and time (Wednesday 26 January 2025 @ 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.

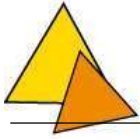
Section A 1: Bid Submission Conditions and Instructions

- 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 INTEGRATED LEARNING MANAGEMENT CLOUD SERVICE FOR A PERIOD OF 3 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. PROJECT DESCRIPTION

NEMISA intends to appoint a reputable, well-resourced and experienced ICT partner to supply and maintain an integrated, scalable, secure, resilient, and fully managed LMS server infrastructure solution and cloud subscription services for three years.

Ownership of the assets and all risks associated with maintaining a fully functional LMS server infrastructure and cloud services solution with high availability shall rest with the successful bidder.

The successful service provider will be required to transition NEMISA from the current hosted cloud LMS infrastructure to the new environment. The transition will include migrating data from the current servers to the new servers.

3. PROBLEM STATEMENT

NEMISA uses an Integrated Information and Communication Technology Infrastructure to host its Digital Learning Platform (DSP), UAT and backups. The DSP is Moodle-based and hosted by Amazon Web Services servers, as specified below.

The current contract for the provision of a hosted cloud environment and Moodle Support, related services is now coming to an end and NEMISA wishes to appoint a long-term service provider (for a period of three years).

Section A 2: Terms of Reference

4. CURRENT SITUATION

The current cloud-based services provide NEMISA with various benefits, including

- Flexibility
- On-demand capability/capacity (self-provisioning of services)
- Cost efficiency/resource sharing
- Service accessibility / multi-channel access
- Monitoring, reporting, and optimization of service usage
- Moodle support and regular updates to the platform and plugins

4.1. Current server environment:

NEMISA's current environment is as follows (hosted in a data center located in South Africa).

NEMISA uses an autoscaling group that currently has three c5.xlarge instances, each with 4 vCPUs and 8 GB of memory.

The RDS database runs on a db.m5.2xlarge instance, which has 8 vCPUs, 32 GB of memory, and 299 GB of storage.

Caching uses a Redis instance of type cache.t3.medium, which has 2 vCPUs and 3.09 GB of memory.

In addition, the EFS that contains the Moodle data is currently 993 GB.

The development environment be available when needed but shut down when not in use requires a another c5.xlarge instance. The RDS database for the DEV environment uses a db.m6g.large instance, which has 2 vCPUs and 8 GB of memory.

Services related to the hosted cloud environment includes:

- Operating systems support, including patch management
- Security, including firewall management, maintenance and monitoring
- Cross-connect from the NEMISA offices to the data centre (ISP)
- Anti-virus software monitoring
- Cloud-based server backups
- 24/7 support desk for change control and incidents related to the cloud environment (NEMISA has its own team that runs and monitors the front end of Moodle and user support.)

4.2. Server Backup and replication

All servers are backed-up on the cloud-hosted backup solution according to established back-up and retention schedules, including all databases with replication. The backup solution is hosted separately from the server infrastructure.

Detailed daily and monthly summary reports are provided, including restore tests of files and databases.

4.3. Security

All data and systems are protected from external and internal cyber threats and unauthorised access utilising multiple layers of security and limiting authorised networks and protocols through the virtual firewall ports. Security is monitored and managed with full audit trails of access records, changes, security incidents and user/administrator activities.

4.4. Managed services

The provisions include basic ticket logging functions, operating system patching and support, data restore

Section A 2: Terms of Reference

management, antivirus management (using NEMISA-provided antivirus software), and basic monitoring services. All services are managed via a Service Level Agreement that specifies metrics, monitoring and management for all cloud services.

5. SCOPE OF WORK

- 5.1. The successful bidder must implement, migrate, operate and maintain an integrated, scalable, secure, resilient and fully managed externally hosted cloud-based Moodle server infrastructure solution on AWS.
- 5.2. Ownership of the assets and all risks associated with maintaining a fully Moodle infrastructure solution with high availability shall rest with the successful service provider. The successful service provider will be required to transition NEMISA from the current hosted cloud-based server infrastructure to the new solution.
- 5.3. The implementation of the proposed solution must be completed within one month from the date of appointment with limited downtime, (no more than two days over a weekend) and adoption of the Service Level Agreement. Movement of the current site must happen in consultation with the current service provider.

Note: At the time of proposal, service providers must respond to the full scope of work. However, business requirements may change resulting in an increase or reduction of the scope. Such flexibility must be built into the proposed solution.

5.4. Service Requirements

5.4.1. Server Infrastructure Services

Build, implement, migrate, maintain, and manage an offsite cloud-based server infrastructure hosted in South Africa in a certified data center for an initial period of three years. The solution will include the current AWS accounts.

The managed service should include administration, deployment, monthly patching (patch management), systems and performance monitoring, and availability management as standard, and provide NEMISA with a platform or process to deploy or de-commission virtual servers and blocks of (tiered) storage on demand.

Bidders are expected to include details regarding any change management processes to be followed in the administration and management of the cloud environment. Other relevant information that may be included in bid responses includes operating system optimization and incident management, network settings, performance capacity, and availability monitoring, including access to dashboards and reports, access for NEMISA server engineers (i.e., manage domain users), etc.

5.4.2. Amazon Web Services Subscription

The successful bidder will be required to provide subscriptions to other cloud platforms as and when the business requirements so dictate. The AWS subscription is used to host the NEMISA Digital Skills Platform (LMS), which is run on Moodle. The successful bidder will be responsible for the maintenance and regular updates to Moodle. A Moodle-certified team member will do this. A Moodle Dev site must be available for testing updates to Moodle before it is moved to the Live site. The service provider will also be responsible for loading and updating Moodle Plugins as and when required. The Dev site can be turned off when not needed. The Learning Management Systems (Moodle (AWS)) must accommodate more than 400,000 students. As such scalability should be implemented across the platform. Sufficient resources should be allocated to the site to accommodate more than 5,000 concurrent platform users.

5.4.3. Security

Management of access to the environment through the configuration of a firewall in accordance with the NEMISA Security Policy (Firewall policy), providing support for firewall issues, and making changes (i.e., opening and closing of firewall ports) based on change control requests.

Security monitoring, maintenance, and comprehensive reporting.

Bidder to state in detail the security mechanisms and tools provided as part of the solution to ensure NEMISA meets governance, regulatory, compliance requirements, and best practices, including real-time threat management and protection and data-loss protection.

5.4.4. Anti-Virus

Management and support of an anti-virus management solution to identify, control, and respond to virus threats by ensuring that all agreed network-connected devices are configured with the approved anti-virus software suite (provided by NEMISA, currently Symantec) to detect and disinfect all known virus threats.

Ensure virus signature files are maintained and updated as per anti-virus vendor recommendations

Management, monitoring, and support of agreed anti-virus application (including responding to all virus infections).

Provide anti-virus report with agreed content and frequency and distribute to agreed recipients

5.4.5. Data Backup and Retention

Provide a solution for server and desktop (to be priced separately) data backup based on a predefined backup schedule and retention policies, and the ability to recover should the need arise (including retention).

The daily management, monitoring and reporting of all backups and testing to ensure data integrity of files and databases.

5.4.6. Disaster Recovery / Business Continuity

Design, implement, operate, and maintain a cost-effective business continuity solution to enable NEMISA to continue operating critical business processes without any data loss within a maximum of **72 hours** after a natural or other disaster.

5.4.7. Support

Provide skilled support, as and when required, related to the services offered, including service requests incidents, and problems.

This should include access to a 24-hour, 7 days a week, 365 days of the year help/support desk for service request logging, classification, assignment, tracking, escalation, closure, and reporting.

5.4.8. Governance, Monitoring and Management

From an ICT governance and management perspective, NEMISA follows the Control Objectives for Information and Related Technologies (COBIT 19) good-practice framework.

Section A 2: Terms of Reference

Bidders are to demonstrate how they would provide the required management, monitoring and reporting information related to the cloud environment and services to NEMISA to comply to COBIT requirements for good practice.

Provide such tools to NEMISA (dashboards, analytics, and reports), including:

- User Activity Monitoring
- Real-time performance, capacity and availability monitoring and reporting (via set thresholds)
- Monitoring and reporting on abuses or security violations
- Dashboard with the functionality to increase and decrease resources on the virtual machines

Also, provide advice as a trusted Moodle partner to NEMISA, i.e., on:

- Optimizing and tuning the Moodle system
- Security policies and procedures, etc.

5.4.9. Relationship Manager/Account Manager

Provide a dedicated account/service manager to give NEMISA access to a single point of contact to simplify the daily administration and management of the contract and services.

The relationship/service manager will be responsible for, but not limited to:

- Monitoring of overall performance of services,
- Coordinating the delivery of services for NEMISA and
- The management of any third parties/partners and subcontractors providing services as part of any agreement, to ensure quick resolution of any issues.

5.4.10. Ownership and Sovereignty of Data

NEMISA will have full ownership and access to its data. All data shall reside in a data centre within the borders of South Africa. The prospective bidder will be required to comply with the Protection of Personal Information (POPI) Act of 2013.

6. SERVICE LEVEL AGREEMENT

Please include a draft service level agreement (SLA). The SLA must (amongst others) clearly state the deliverables, the roles and responsibilities of all stakeholders, response times, performance guarantees and penalties for non-performance. Security and governance are of particular concern and should be addressed in detail.

7. OTHER REQUIREMENTS

The successful bidder prepare and plan to move the Moodle environment as per the current configuration and NEMISA will commence with payment once the services are in use.

As part of the proposals, please indicate/ allow for the following:

- All-inclusive pricing including all hardware, installation, commissioning, project management, delivery, and travel. Indicate the cost for alternatives where applicable.
- Implementation schedule with timelines.
- Details of technical support to be provided.
- Possible system enhancements that can be offered at no additional cost
- Multiple costing structures and benefits to NEMISA of each option.
- Outline of any additional features or benefits your solution would provide that would set your solution apart from others (i.e., access to training, advice, third-line support, etc.).

Section A 2: Terms of Reference

- Details of services that will be provided and billed for in addition to the standard offerings proposed that are based on the requirements specified.
- Training of NEMISA DL staff on the bidders' tools.
- Moodle-certified resources

Note: Respondents must respond to the full scope of work. However, business requirements may change resulting in an increase or reduction of the scope. Flexibility must therefore be built into the proposed solution by way of quoting separately for all the different elements.

NEMISA reserves the right to exclude any services from the final agreement and reserves the right not to award the complete solution to any one supplier.

8. PRICING SCHEDULE / REQUIREMENTS

The pricing proposal must be structured in the following manner:

- Once-off costs (initial)
- Monthly costs
- Variable costs
- Ad-hoc pricing

Bidders must submit monthly rates as below. The aim is to separate the different costs as far as possible, to provide NEMISA the ability to mix and match, commission or decommission services as needs arise or change during the contract period. Windows Server OS upgrades and license fees must be factored into the proposal.

A. Server infrastructure:

Once-off set-up fees (if applicable):

Components	Unit measure	Unit cost	Units	Monthly fee
Setup and migration fee	Per VM	R	4	R
Other once-off server infrastructure fees		R		R
		R		R
		R		R
		R		R
Sub Total				R
VAT				R
Total				R

AWS

Components	Unit measure	Unit cost	Units	Monthly fee
	Per VM	R	4	R
Web server		R		R
Moodle server		R		R
MySQL		R		R
Storage		R		R

Section A 2: Terms of Reference

AWS Monthly Support				
Sub Total				R
VAT				R
Total				R

B. Server Backup:

Once-off –

Components	Unit measure	Unit cost	Units	Monthly fee
Server Backup setup fee (if applicable)	Per VM	R	4	R
_____		R		R
_____		R		R
_____		R		R
_____		R		R
Sub Total				R
VAT				R
Total				R

Monthly -

Description	Unit measure	Unit cost	Units	Monthly fee (variable)	OR Fixed monthly fee
Management – Server Back Up	Per VM	R	5	R	R
Storage	Per GB	R		R	R
Other server backup monthly fees		R		R	R
_____		R		R	R
_____		R		R	R
Other end user backup monthly fees		R		R	R
_____		R		R	R
_____		R		R	R
Sub Total					R
VAT					R
Total					R

C. Moodle Support

Once-off –

Components	Unit measure	Unit cost	Units	Monthly fee
Setup fee (if applicable)		R		R

Section A 2: Terms of Reference

Other once-off managed services fees		R		R
_____		R		R
_____		R		R
		R		R
Sub Total				R
VAT				R
Total				R

Section A 2: Terms of Reference

Monthly -

Components	Unit measure	Unit cost	Units	Monthly fee
Monthly fee		R		R
Including:				
• 2 Major version updates annually		R		R
• Monthly minor updates including plugin updates and patches		R		R
		R		R
		R		R
Sub Total				R
VAT				R
Total				R

D. Ad-hoc services (hourly resource fees)

Resource Description	Hourly rate
	R
	R
	R
	R

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 8	Completed Pricing Schedule in the prescribed format		
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.

FUNCTIONAL CRITERIA	MAXIMUM TO BE AWARDED
<input type="checkbox"/> Technical approach as per Part 9	80
<input type="checkbox"/> Understanding of the service requirement – refer to the technical approach as per Part 9 of submissions: <ul style="list-style-type: none"> • Server Operating System Licensing – 2 points • Data Backup and Retention – 10 points • Disaster Recovery / Business Continuity & testing– 10 points • AWS Hosting Support – 10 points • Relationship Management – 8 points • Service Level Agreement - 10 points • Enhancements, benefits, additional features – 5 points • Implementation Project plan and timelines – 5 points • Moodle Certified or outsourced Moodle Certified Partner – 	

Section A 3: Evaluation Process/ Criteria

- Moodle Certified Support - 5
AWS Cloud Partner with local hosting -10

Section A 3: Evaluation Process/ Criteria

- Experience of the Bidder
 - 8 Years or more – 10 points
 - 5 years but less than 8 years – 5 points
 - 1 year but less than 5 years – 1 point
 - Less than 1 year experience – 0 points

10

Section A 3: Evaluation Process/ Criteria

<p><input type="checkbox"/> Contactable references – Provide reference letters no older than three years that clearly stipulate that similar services were rendered. Letters that do not meet the conditions above will not be considered.</p> <ul style="list-style-type: none"> ○ 5 or more references - 10 points ○ 3 to 4 references - 5 points ○ 1 to 2 references - 1 point <p>Zero references - 0 points</p>	<p>10</p>
<p>Maximum total for functionality</p>	<p>100</p>
<p>Minimum threshold</p>	<p>80</p>

Section A 3: Evaluation Process/ Criteria



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 functionality score.

- 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 NEMISA/2024/ INTEGRATED LEARNING MANAGEMENTCLOUDSERVICE/RFP002 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: <ul style="list-style-type: none"> <input type="checkbox"/> Have abused the SCM system of the NEMISA. <input type="checkbox"/> Have committed proven fraud or any other improper conduct in relation to such system. <input type="checkbox"/> 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</u> in the relevant part, may not be considered for evaluation purposes.
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	<p>Each party to the bid must complete and sign the Certificate (Section B-4).</p> <p>Bids submitted without a completed and signed Certificate of Independent Bid Determination will be deemed non-responsive.</p>
16.8	<p>Part 6: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017</p>
16.8.1	<p>Bidders must complete, sign and return the full "Preference Points Claim Form" (Section B-5) document.</p> <p>In addition, a valid BEE certificate must be submitted.</p> <p>Quotes submitted without a completed and signed Preference Points Claim Form and a valid BEE certificate will be awarded zero points for preference.</p>
16.9	<p>Part 7: Invitation to Bid</p>
16.9.1	<p>Bidders must complete, sign and return the full "Invitation to Bid" (Section B-6) document.</p> <p>Bids submitted without a completed and signed Invitation to Bid will be deemed to be non-responsive.</p>
16.10	<p>Part 8: Pricing Schedule</p>
16.10.1	<p>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.</p>
16.10.2	<p>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).</p> <p>Bids submitted without a price or with an incomplete price, will be deemed to be non-responsive.</p>
16.10.3	<p>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></p>
16.10.4	<p>A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.</p>
16.10.5	<p>Fees:</p> <p><input type="checkbox"/> The budgeted days/ hours and applicable rates of all team members as per the pricing schedule.</p>
16.10.6	<p>Reimbursable costs</p> <p><input type="checkbox"/> Travel</p> <ul style="list-style-type: none"> ▪ Only economy class flights are to be used.

Section B 1: Special Conditions of Bid and Contract

	<ul style="list-style-type: none"> ▪ 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.
	<input type="checkbox"/> 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:
	<ul style="list-style-type: none"> <input type="checkbox"/> 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. <input type="checkbox"/> Describe how the work will be managed. Provide an organisation chart clearly indicating: <ul style="list-style-type: none"> ▪ 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. <input type="checkbox"/> 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:
	<input type="checkbox"/> 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	<p>Bidders should provide in this part, and return as part the submission, at least the following information.</p> <p><input type="checkbox"/> Details of contracts for similar work within the last 5 years.</p> <p><input type="checkbox"/> Contact details of a maximum of 3 organisations for which work was done.</p>
16.14	Part 12: Registration on the CSD
16.14.1	<p>In this part, bidders must submit proof of their registration, or proof that they have applied for registration on the Central Supplier Database.</p> <p>Bids submitted without the required proof, will be deemed to be non-responsive.</p>
16.15	Part 13: Registration Certificates
16.15.1	<p>Insert any requirements for registration with professional bodies here</p> <p>Bids submitted without a completed and signed Invitation to Bid will be deemed to be non-responsive.</p>

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/ Peral 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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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/2024/ INTEGRATED LEARNING MANAGEMENTCLOUDSERVICE/RFP002 -

(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

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = 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 last 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

Section B 5: Preference Points Claim Form ito the Preferential Procurement Regulations 2011

- 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

Section B 5: Preference Points Claim Form ito the Preferential Procurement Regulations 2011

- 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p>
--	---

**INVITATION TO BID
Return as Part 7**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENT OF NEMISA

BID NO	NEMISA/2024/ INTEGRATED LEARNING MANAGEMENTCLOUDSER VICE/REF002	CLOSING DATE	Monday 26 Feb 2025	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

**NEMISA/2024/ INTEGRATED LEARNING
MANAGEMENTCLOUDSERVICE/RFP002**

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

**NEMISA/2024/ INTEGRATED LEARNING
MANAGEMENTCLOUDSERVICE/RFP002**

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
		<u>R</u>	<u>R</u>	-----	<u>R</u>
		<u>R</u>	<u>R</u>	-----	<u>R</u>
		<u>R</u>	<u>R</u>	-----	<u>R</u>
				Amount for phase excluding VAT	<u>R</u>
				VAT @ 15%	<u>R</u>
				Total per phase including VAT	<u>R</u>
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
		<u>R</u>	<u>R</u>	-----	<u>R</u>
		<u>R</u>	<u>R</u>	-----	<u>R</u>
		<u>R</u>	<u>R</u>	-----	<u>R</u>
				Amount for phase excluding VAT	<u>R</u>
				VAT @ 15%	<u>R</u>
				Total per phase including VAT	<u>R</u>

**NEMISA/2024/ INTEGRATED LEARNING
MANAGEMENTCLOUDSERVICE/RFP002**

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.

