



## REQUEST FOR PROPOSAL

Bid Number: 2019/22

Supply, Implementation, Maintenance  
and Support of Learning Management  
System

Release Date: 2019-08-20

Closing Date: 2019-09-06

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## 1. Part 1 - Letter of Invitation

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To the Service Provider:

Sasria SOC Limited hereby invites proposals from suitably qualified service providers to provide the development of Sasria SOC Ltd's (Sasria) 40th Anniversary Museum.

A service provider will be selected under the procedures described in this Request for Proposal (RFP) document.

The RFP consists of the following documents:

- Part 1 – Letter of Invitation
- Part 2 – Instructions
- Part 3 – RFP Requirements
- Part 4 – Financial Proposal
- Part 5 – Pre-Qualification and Evaluation Criteria
- Part 6 - Required Documents
  - Annexure A: Confidentiality and Non-disclosure Agreement;
  - Annexure B: Acceptance of Bid Conditions;
  - Annexure C: Shareholder Information
  - Annexure D: Bidder's Experience and proposed project team
  - Invitation to Bid (SBD 1);
  - Declaration of Interest (SBD 4);
  - Preference Points Claims Form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1);
  - Declaration of Bidder's Past SCM Practices (SBD 8); and
  - Certificate of Independent Bid Determination (SBD 9).

Note: Failure to provide any one of the documents required in Part 6 may lead to an immediate disqualification of the service provider from the tender process.

In submitting any information or documentation requested above or any other information that may be requested pursuant to this RFP, you are consenting to the processing by Sasria or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify Sasria against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

## **2. Part 2 - Instructions**

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### **2.1. Sasria**

Sasria SOC Ltd (Sasria) is the only short-term insurer that provides special risk cover to all individuals and businesses that own assets in South Africa, as well as government entities. This is a unique cover against risks such as civil commotion, public disorder, strikes, riots and terrorism, making South Africa one of the few countries in the world that provide this insurance, particularly at affordable premiums.

As a state-owned entity, Sasria has a legislative mandate that governs day-to-day business operations and a broader strategic mandate to make a positive contribution to transformation within the Insurance industry in South Africa. Sasria's core business is the provision of short-term insurance for riots, strikes, terrorism, civil commotion and public disorder to businesses, government entities and individuals.

The Government of the Republic of South Africa, and specifically the National Treasury through the Minister of Finance, is the sole shareholder of Sasria. As such, the company must comply with a number of legal and regulatory requirements.

Bidders are encouraged to review Sasria's latest Integrated Report, available on its website, to get a better understanding of its business operations and functions.

### **2.2. Contractual commitment**

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by or on behalf of Sasria. Any notification of preferred bidder status by Sasria shall not give rise to any enforceable rights by the Bidder. Sasria may cancel this RFP any time prior to the formal written agreement being executed by or on behalf of Sasria.

Sasria reserves the right at its sole discretion, and at any time, to amend, deviate from, postpone, discontinue or terminate the transaction/procurement process without incurring any liability whatsoever to any other party.

Sasria reserves the right not to award this tender to the highest ranked or highest scoring bidder, as it needs to align its procurement practices to governance practices that are in line with its own growth path. These may include but are not limited to: driving socio-economic development objectives that are enshrined in various government policies.

### **2.3. Confidentiality**

All bidders to this RFP will be required to sign the confidentiality and non-disclosure agreement outlined on Annexure A in this document.

### **2.4. Submission Format (Returnable Schedules)**

Bidders are required to submit a comprehensively detailed bid responses in accordance with the submission format specified below (each schedule must be clearly marked):

#### 2.4.1 Cover Page:

- The cover page must clearly indicate the Bid Number, Bid Description and the Bidder's Name.

#### 2.4.2 Schedule 1:

- Executive Summary (explaining how you understand the requirements of this RFP, summary of your proposed solution and the summary of your experience relevant to the requirements of this RFP)
- Annexure B of this RFP document (See Part 6) (duly completed and signed)

#### 2.4.3 Schedule 2

- All documents (except Annexure B) listed on Part 6 of this RFP Document (duly completed and signed);
- CSD number to verify tax compliance;
- Valid B-BBEE verification certificate indicating the contribution level of the bidding entity. An Exempted Micro Enterprises (EME) with an annual turnover less than R10 million, is only required to obtain a sworn affidavit confirming the annual total revenue and level of black ownership. A Qualifying Small Enterprise (QSE) that has 51% or more black beneficiaries may obtain a sworn affidavit confirming the annual total revenue and level of black ownership.
- Latest audited Financial Statements

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

- Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable).

#### 2.4.4 Schedule 3:

- Technical Proposal in line with the Technical Evaluation Criteria in Part 5 of this RFP document.

#### 2.4.5 Schedule 4:

- Financial/ Price Proposal in line with Part 4 of this RFP document (**in a separate envelope**)

**Note:** Bidders are requested to submit 1 original copy and 1 hardcopy of their printed proposals and one electronic copy on portable media. The document text size must be in minimum 11- point font. The printed bid/proposal must be in A4 size.

### 2.5. Submission of Proposals

- The closing date for the submission of proposals is **06 September 2019 at 12h00**. Duly completed proposals must be sealed in an envelope that is endorsed with the words "**RFP2019/22: "Appointment of service provider for Learning Management System"**". The envelope must be handed in at the Sasria reception desk located at:

**Physical address**

Sasria SOC Limited  
36 Fricker Road

Illovo  
Sandton  
2196

- A receipt will be issued for all bid envelopes received.
- Late or incomplete tender proposals will not be accepted or considered and any proposal delivered to any address other than the address mentioned above will not be accepted.
- E-mailed, posted or faxed proposals will NOT be accepted.

## 2.6. Queries and clarifications

Any additional information required which is not clarified in the specifications must be addressed in writing to ([Procurement@sasria.co.za](mailto:Procurement@sasria.co.za)) by **27 August 2019**. Additional information may be provided at Sasria's discretion, who reserves the right to provide the same information to all other interested parties, should this enhance the submission.

## 2.7. Automatic Disqualification

Sasria reserves the right to disqualify any bidder which has done any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:

- failed to provide proof that they are tax compliant with SARS;
- submitted incomplete information and documentation according to the requirements of this RFP document;
- submitted information that is fraudulent, factually untrue or inaccurate information;
- received information not available to other potential bidders through fraudulent means;
- failed to comply with **mandatory requirements** if stipulated in the RFP document;
- misrepresented or altered material information in whatever way or manner;
- promised, offered or made gifts, benefits to any Sasria employee;
- canvassed, lobbied in order to gain unfair advantage;
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

## 2.8. Sasria's Rights

Sasria reserves the right to:

- Amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. Such amendments will be posted on the Sasria's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- Award this bid as a whole or in part or not make an award at all.
- Award this bid to more than one bidder.
- Negotiate with all or some of the shortlisted bidders.
- Not accept the lowest priced bid or award the bid to a bidder other than the highest scoring bidder.
- Conduct site visits at bidder's offices and / or at client sites if so required.
- Request any relevant information and/ or documents to verify or clarify information supplied in the bid response in relation, but not limited, to the structure of the bidding entity, bidder's B-BBEE profile, bidder's capacity, proposed solution, proposed timelines etc.
- By submitting a bid, the bidder hereby gives consent to Sasria to conduct any form of vetting or due diligence on the bidding entity and/ or any of its directors / trustees / shareholders / members.

**2.9. Proposal costs**

All costs and expenses incurred by the bidder relating to their participation in, and preparation of this proposal process shall be borne by the bidder exclusively.

**2.10. Validity period**

The proposals should remain valid for at least 90 days after the closing date.

**2.11. Important dates**

<b>Activity</b>	<b>Date</b>
Release of RFP	20 August 2019
Last day of queries	27 August 2019
Responses to queries	28 August 2019
Closing date for submission of proposals	06 September 2019

Sasria reserves the right to amend any date specified above. Any changes will be communicated to the interested parties.

**2.12. Transformation**

Sasria promotes transformation within the financial services sector of the South African economy and as such, bidders are encouraged to partner with majority black owned entities (51% black owned and controlled). Such partnerships may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.



### 3. Part 3 - RFP Requirements

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#### 3.1. Special Instructions

Should a bidder have reason to believe that the Functional Requirements are not open / fair and/or are written for a particular service provider; the bidder must notify Sasria Procurement within five (5) days after publication of the RFP.

#### 3.2. Background Information

Sasria has developed competencies for our employees and we are now in the phase of enabling our employees to apply and measure their performance into the workplace against these set of competencies. Part of this will be for the employees to access learning content on compliance training, business needs training and self-selected training.

For these reasons, Sasria wants to introduce a learning management system into the business that will integrate with other systems to enable each employee to complete a competency gap analysis, train, learn and develop, then where applicable, compile an electronic portfolio of evidence (E-PoE) to demonstrate their competence. Furthermore, through technology, enable continued employee engagement, close their competency gaps through either face to face training (bookings), e-learning, coaching, mentorship or any other learning methodologies. Once the employee achieves and masters the competencies related to their specific job profile, we would like to offer them the opportunity of upskilling themselves for other competencies-preparing them for available and relevant career progression.

Sasria's business model is designed such that day-to-day administration and collection of premiums is undertaken by insurance agent companies by entering into agreements. Thus, insurance agent companies and brokers are trained on our policy covers and regulations as well as informed on product enhancement. It is also of essence that Sasria gets feedback from them on our products and service. The Learning Managing System (LMS) thus needs to be extended to them for specialised product and claims handling skills development. Our new strategy will also cater for clients from the lower living segment measurement segment.

Currently, Sasria does not use a Learning Management Systems. **It is required that a Service Provider be appointed to provide an LMS, E-PoE (Portfolio of Evidence) platform (SETA aligned) and Chat Bot Engagement platform that integrates into a simple and seamless experience for the Sasria employees, our Insurance Agent Companies (external) and Brokers (external).**

The scope of the implementation of the learning solution will cover the whole organisation with the below functions, all based in one central location.

Sasria has the following seven (x7) functional divisions; Managing Director's Office, Finance (Financial Management and Procurement), Control Functions (Internal Audit, Quality Assurance, Risk Management and Actuarial Services), Insurance Operations (Claims, Underwriting, Customer Relations Management and Marketing), People Management (Human Capital, Facilities and Corporate Social Investment), Business Change & Technology (IT, Project Management, Process Management & Business Analysis), Governance & Company Secretariat (Compliance, Company Secretariat, Legal Office). Sasria's current total employee complement is one hundred and thirty-three (133), which is made up as follows:

- X7 Executives
- X47 Middle Management & Specialists
- X63 Skilled, Supervisory & Specialists, and
- X11 Semi-skilled and
- X5 Unskilled employees.

Sasria's insurance agent companies are found throughout the whole country. In the previous financial year, a thousand, six hundred and eighty-five (1685) agents and brokers were trained on the Sasria products.

### 3.2.1 The solution must be compatible with the below technology

#### SERVER

<b>Operating System</b>	Windows Server 2018 R2
<b>.Net Framework</b>	Latest .Net Framework

#### DATABASE SERVER

<b>Operating System</b>	Windows Server 2016 R2
<b>Database</b>	Microsoft SQL Server 2016

#### APPLICATION WORKSTATION

<b>Operating System</b>	Windows 10
<b>.NET Framework</b>	Latest .Net Framework
<b>Browser</b>	Latest browser. Internet Explorer, Chrome, Safari & Edge

### 3.3. Scope of Work

The scope of work has been detailed below but is not limited to:

No	Deliverable	Description
1	LMS, e-POE & Bot Platforms	Service provider to provide platform for purpose of availing to Sasria learning content as well as driving engagement & retention thereof. Detailed User Requirement List to be completed below on 3.4.
2	Training and training material & skills transfer	Service provider to provide all training material and comprehensive training for users, admin and support. Skills transfer will be required to all core project team members.  The proposal should provide a plan that addresses the training needs of: <ul style="list-style-type: none"> <li>• System Administrators (5)</li> <li>• High level users/Executives (7)</li> </ul>

No	Deliverable	Description
		<ul style="list-style-type: none"> <li>• End-users (121)</li> <li>• Insurance Agent Companies &amp; Brokers (eLearning material on accessing &amp; navigating the LMS for purposes of learning the Sasria Product Training.</li> </ul> <p>Service provider to indicate how skills transfer will be carried out.</p>
3	Hosting	The solution can be hosted on premise or on cloud. If the solution is hosted on cloud, the data centre will be required to be within South African boundaries.
4	Project management	The service provider must provide a comprehensive approach to the project, indicating the phases, duration and project timeframes.
5	Technical Specification Document	Service provider will be required to produce a Technical Specification Document
6	System analysis, development/ Configuration/Implementation and Support	Service provider will be responsible for the full analysis/development/configuration/implementation and support of the system.
7	Testing	Service provider to carry out full testing suite including unit testing, integration testing, and stress testing and any other relevant testing.
8	Minimum Service Level Agreement (SLA) requirements	Service provider to provide SLA. The service provider to provide support based on the following high, medium and low incident resolution times: <ul style="list-style-type: none"> <li>• High= 3</li> <li>• Medium=4</li> <li>• Low = 5</li> </ul>
9	Minimum hardware and software requirements	Service provider to specify what hardware and software maybe required to operate the system.
10	Integration	Integration with other systems. More details can be found in the detailed requirements list.
11	Upgrading/ updates to system	Service provider to indicate how upgrades / updates to the system is done. Is there any standard scheduled downtime for maintenance, how often etc., Sasria prefers Saturday night?
12	3 <sup>rd</sup> party involvement	Service provider will be responsible for all deliverables due from any third party used for the delivery of this project.
13	Change Management	The following Change Management plans must be included: <ul style="list-style-type: none"> <li>➤ Training plan</li> <li>➤ Communication plan</li> </ul>

### 3.4. Contract Duration

The appointed service providers will be required to start immediately after signing the contract and provide the required services for a period of 3 years with an option to extend to 5 years based on service provider's performance. Sasria reserves the right to extend or cancel the contract.

### 3.5. Detailed User Requirements List

Bidders must respond to each requirement using the response codes provided and use the field provided to add relevant information:

Response Code		Description
<b>C</b>	Comply	Solution meets requirement
<b>PC</b>	Partially Comply	Solution meets part but not full requirement
<b>NC</b>	Not Comply	Solution does not meet requirement

**Note:** The bidder must complete the detailed requirements table below in line with their proposed solution. The bidder must provide detailed and comprehensive responses, in the spaces provided in the Tables below, on how their proposed solution meets/ satisfies each stated user requirement. If more space is required to provide detailed and comprehensive responses, additional information (e.g. screenshots) may be provided outside the Tables, however the bidder must ensure that such information is clearly cross-referenced to the relevant requirement for ease of evaluation.

REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
<b>General Requirements</b>				
FR0	<b>Integration with other systems (internal and external)</b>	<p>The solution must be able to integrate with other systems (internal and external).</p> <p>Internal systems include the following:</p> <ul style="list-style-type: none"> <li>- SharePoint Online and Public Website for internal and external training requirements</li> <li>- Microsoft Outlook for management of emails, tasks and calendar</li> </ul>		

REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
		<ul style="list-style-type: none"> <li>- Dynamics 365: Human Resource module and Finance Module</li> <li>- Microsoft Active Directory: Authentication of users</li> </ul>		
FR1	API	TinCan API to integrate eLearning platform with third-party software and scripts.		
<b>Course and Resource Management</b>				
FR2	<b>Workflows</b>	The solution must enable efficient workflows for creating, editing and updating Instructor Led Training (ILT) courses and class sessions.		
FR3	<b>Templates</b>	The solution must enable efficient templates for creating, editing and updating Instructor Led Training (ILT) courses and class sessions.		
FR4	<b>Data for courses</b>	The solution must support course creation and copying of data from one course to another.		
FR5	<b>Assigning learning content to subjects and groups</b>	The solution must enable learning content to be assigned to multiple categories/subjects/multiple groups or audiences.		
FR6	<b>Prerequisites management</b>	The solution must enable prerequisite management (required, recommended, due dates, enforcement processes, administrator override, approve/deny waiver requests, etc.) linked to enrolment in the learning activity.		
		The solution must enable learners to initiate a prerequisite waiver.		
FR7	<b>Categorize courses</b>	The solution must enable courses to be defined as required/mandatory or optional.		

REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
FR8	<b>Assign work to courses</b>	The solution must support the ability to assign and edit pre- and post-work to a course.		
FR9	<b>Uploading of documents</b>	The solution must enable uploading of documents available to learners before and after course registration (e.g. instructor, learner and reference materials).		
FR10	<b>Course equivalencies</b>	The solution must enable course equivalencies (new course is equivalent to old course – for related courses).		
FR11	<b>Time-based completion requirements</b>	The solution must support time-based completion requirement periods and notifications.		
FR12	<b>Expiring/expired learning activities</b>	The solution must support expiring learning activities and maintaining historical data.		
		The solution must enable expired courses to no longer appear in curriculum, certifications or learning plans.		
FR13	<b>Virtual classrooms</b>	The solution must support management of virtual classroom (e.g. WebEx, Adobe Connect) courses and classes.		
FR14	<b>Audio podcast</b>	The solution must support audio podcast.		
FR15	<b>Video podcast</b>	The solution must support video podcast.		
FR16	<b>Digital books and articles</b>	Support digital books and articles.		
FR17	<b>Refund requirements</b>	The solution must support internal refund requirements.		
<b>Catalogue Requirements</b>				

REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
FR18	<b>Catalogue hierarchy</b>	The solution must support unlimited catalogue hierarchy levels.		
FR19	<b>Assignment of categories</b>	The solution must enable categories to be assigned to the course catalogue structure.		
FR20	<b>Catalogue availability</b>	The solution must support catalogue availability based on a learner's organizational designation (e.g. job family, role, talent pool, group/audience, position, department, domain).		
FR21	<b>Catalogue content</b>	The solution must enable an automatic adjustment of catalogue content based on learner's organisational changes (e.g. group, talent pool, position, organization).		
		The solution must enable viewing of a curriculum or learning plan by content type.		
FR22	<b>Career management</b>	The solution must support creating and editing of career management learning paths.		
<b>Curriculum, Learning Plans and Certification Management Requirements</b>				
FR23	<b>Grouping of learning activities</b>	The solution must enable grouping of learning activities in a curriculum, certification or learning plan.		
FR24	<b>SCORM tracking of social networking components</b>	The solution must enable Sharable Content Object Reference Model (SCORM) tracking of social networking components (e.g. Expert Question & Answer (Q&A) activity, blog entry, wiki entry, a learner's network vs. providing access point only).		

REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
FR25	<b>Adding of social networking components</b>	The solution must support adding social networking components to content (e.g. curriculum or certification).		
FR26	<b>System notifications</b>	Enable system prior notification of certification renewal date (e.g. 90, 60, 30 days prior).		
FR27	<b>Sequencing and grouping curriculum/certification activities</b>	Support sequencing and grouping curriculum/certification activities based on completion requirements (e.g. sections, completion time line).		
FR28	<b>Non-sequenced curriculum/certifications</b>	The solution must support non-sequenced curriculum/certifications.		
FR29	<b>Training management</b>	Ability to manage both required and elective training within a curriculum.		
FR30	<b>Terminology and workflows</b>	Ability to match terminology and workflows for different licenses, certifications, designations, Continuous Professional Development (CPD), etc.		
FR31	<b>Grace periods</b>	The solution must support grace periods.		
FR32	<b>Individualised development plans</b>	Support generating an individualised development plan resulting from a competency assessment (either required or recommended learning activities).		
<b>Skills and Competency Management Requirements</b>				



REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
FR33	<b>Skills and competency inventories</b>	Support skills and competency inventories.		
FR34	<b>Competency banks</b>	Support competency banks for shared competencies and behavioural anchors.		
FR35	<b>Linking to learning activities</b>	Enable linking skills and competencies to any learning activity.		
FR36	<b>Online competency assessments</b>	Enable online competency assessments either through the LMS or integrated with performance management.		
FR37	<b>Job aids and performance support</b>	Provide jobs aid and performance support.		
FR38	<b>Web-based tool</b>	The Learning Management System must be able to integrate into a web-based tool for developing competency assessments with multiple assessment rating scales.		
<b>Learning Content Requirements</b>				
FR39	<b>Uploading of standards-based e-learning</b>	Support uploading standards-based e-learning content (SCORM compliant).		
FR40	<b>Uploading of e-learning content</b>	Support administrators easily uploading e-learning content developed with common, standards-based authoring tools (e.g. Captivate, Camtasia, Articulate, Lectora, Toolbook).		
FR41	<b>Viewing and replacing of SCORM files</b>	Enable viewing and replacing SCORM files in previously published e-learning content.		

REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
FR42	<b>Creation of workflows</b>	Support efficient course creation workflows for uploaded e-learning content (e.g. assign subjects, curriculum, audiences, prerequisites, competencies, completion dates, expiration date).		
FR43	<b>Online access</b>	Enable online access to supporting resources (i.e. Instructor materials, job aids).		
FR44	<b>Versioning</b>	Support versioning for distributing and tracking e-learning courses.		
FR45	<b>Content development</b>	Enable content development through built-in development tools and templates for creating text, graphic, interactive elements and standards-based output (SCORM).		
FR46	<b>Pre-viewing of SCORM</b>	Support pre-viewing SCORM content before and after publishing course.		
FR47	<b>Launching of e-learning content</b>	Support launching e-learning content directly from an email.		
FR48	<b>Launching supported virtual applications</b>	Enable launching supported virtual application events from the LMS.		
FR49	<b>Tracking of non-SCORM content</b>	Support tracking of non-SCORM content as learning activities (e.g. Expert Q&A, podcasts, blogs, documents, wikis).		
FR50	<b>User-generated ranking and rating</b>	Support user-generated ranking and rating of learning content (e.g. courses, wikis, podcasts, blogs).		
FR51	<b>Engagements</b>	Support engagements in a discussion group or blog.		

REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
FR52	<b>Chat functionality</b>	Support integration of chat functionality and associate with learning event and archive.		
FR53	<b>Annotations</b>	The user must be able to add annotations to existing learning content.		
FR54	<b>Sharing of annotations/ comments</b>	Share notes/annotations with other learners.		
<b>Surveys and Assessments Requirements</b>				
FR55	<b>Survey question bank</b>	Enable creation of survey question bank		
FR56	<b>Test/assessment question bank</b>	Enable a test/assessment question bank.		
FR57	<b>Importing of test questions</b>	Enable importing of test questions either from a local or shared drive, or from a 3rd party vendor, directly into a question bank.		
FR58	<b>Creation of multiple assessment question formats</b>	Enable creation of multiple assessment question formats (e.g. True/false, multiple choice, fill in the blank) within a test engine.		
FR59	<b>Course evaluations</b>	Enable unique course evaluations (Levels 1,2,3) sent at predefined intervals (e.g. upon completion, 30, 60, 90 days) to multiple users (e.g. learner, manager, instructor).		
FR60	<b>Generation of customized surveys</b>	Support generating customized surveys and tests from question banks and set specification by survey/test (e.g. how many times a test can be taken, timed tests, save and return, duration for retaking the test if failed).		

REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
FR61	<b>Question randomization</b>	Enable question randomization, including distracters, core questions that remain on test.		
FR62	<b>Linking of tests and surveys to learning activities</b>	Support linking tests and surveys to all learning activities (e.g. curriculum, certifications, course, session, blogs, wikis, virtual classroom).		
FR63	<b>Linking of tests quizzes to learning activities</b>	Enable linking tests and quizzes to learning activities either as pre-work, post work, prerequisites or embedded within a curriculum or certification.		
FR64	<b>Dynamic prescriptive pre-testing</b>	Support creating dynamic prescriptive pre-testing that can adapt course content and learning plans based on gap analysis.		
FR65	<b>Post course evaluations</b>	Support sending a post course evaluation to a sampling of the course participants.		
FR66	<b>Testing for mastery of a subject</b>	Enable testing for mastery of a subject; that is, if score is less than a set percentage, refer student back to content not mastered and randomly generate a new test from question bank as many times as necessary until student scores that set score.		
FR67	<b>Weight test sections</b>	Ability to weight test sections.		
<b>Enrolment and Registration Administration Requirements</b>				
FR68	<b>Prescriptive enrolment</b>	Support prescriptive enrolment.		
FR69	<b>Enrolment by different roles</b>	Support enrolment by learner, manager or administrator.		

REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
FR70	<b>Displaying of user's learning activities</b>	Enable display of user's required and recommended learning activities.		
FR71	<b>Batch enrolment</b>	Support batch enrolment/proxy enrolment processes to enrol multiple users into a single learning activity.		
FR72	<b>Multi-user registration approval process</b>	Enable multi-user registration approval process (e.g. manager, instructor, Human Capital).		
FR73	<b>Overriding approval workflow requirements</b>	Administrators can override approval workflow requirements.		
FR74	<b>Cancellation of registration</b>	Enable cancellation of registration by learner, manager or administrator.		
FR75	<b>Cancellation penalty</b>	Enable a cancellation penalty within a specific enrolment period.		
FR76	<b>Accessing of individual development plans</b>	Enable learner to access individual development plan.		
<b>Reporting and Analytics Requirements</b>				
FR77	<b>Standard reporting options</b>	Support standard reporting options for common learning data requirements (e.g. completions, curriculum, activity type, status, hours).		
FR78	<b>System-based ad-hoc/custom reporting</b>	Support an intuitive systems-based ad-hoc/custom reporting tool.		

REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
FR79	<b>Reporting on learning activities</b>	Enable reporting on all learning activities (i.e. ILT, e-learning, external, certifications) and talent data based on organizational hierarchy, talent pools, roles, career paths, etc.		
HFR80	<b>Calculations of learning data</b>	Enable calculations of learning data (e.g. percentage, count).		
FR81	<b>Displaying of analytics data</b>	Enable the display of analytics data in a graphical dashboard format available to multiple users based on access rights.		
FR82	<b>Manual pushing of dashboards/reports to users</b>	Support report administrator's ability to manually push and automate timing of dashboards/reports to users.		
<b>General Interface, Workflow Management and Communications Requirements</b>				
FR83	<b>Configuration of the interface design</b>	Support the ability to configure the interface design (i.e. functionality, branding) by organizational hierarchy, domains, roles, talent pools.		
FR84	<b>Creation and configuration of items</b>	Enable administrators to create, configure and copy workflows, templates and form design including approval process management.		
FR85	<b>Training workflow management</b>	Manage workflow of training (approvals) by audience (different approval workflows for different organizations – multiple, single, indirect, etc.).		
FR86	<b>Role-based functionality</b>	Support creating, editing and assigning roles based on organizational criteria.		

REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
FR87	<b>Group-based functionality</b>	Enable creating, editing and assigning groups based on organizational criteria, roles and talent pools.		
FR88	<b>Custom fields</b>	Support creating custom fields and leveraging throughout workflows and reporting.		
FR89	<b>Management of user profiles</b>	Support management of user profiles (i.e. name changes, address changes, position) by user, manager and administrator.		
FR90	<b>System generated email notifications</b>	Enable systems generated email notifications for process management and updates to multiple users editable by intended recipient (i.e. employee, manager).		
FR91	<b>Short Message Service functionality</b>	Support SMS functionality.		
FR92	<b>Management of notifications and reminders</b>	Ability to manage notifications and reminders by organization assignment.		
		Ability to manage notifications and reminders by learning object.		
		Support management of email reminder notifications (i.e. 30, 60, 90 days).		
FR93	<b>Web accessibility</b>	The solution must be available through the internet.		
FR94	<b>e-POE (electronic Portfolio of Evidence)</b>	The solution must support an online/ electronic PoE functionality that aligns to SETA assessment system & Recognition of Prior Learning (RPL).		

REF	Requirement	Requirement Description	Comply/Partially Comply/Not Comply (C, PC, NC)	Provide details of how your solution satisfies the user requirements
<b>Mobile Learning Requirements</b>				
FR95	<b>Mobile content development tool</b>	Provide a mobile/portable ready content development tool.		
FR96	<b>Publishing to multiple platforms</b>	Provide tool or platform that supports developing once and publishing to multiple platforms.		
FR97	<b>Mobile learning management platform</b>	Provide a mobile learning management platform for assigning, pushing, tracking, and reporting of mobile consumed content.		
FR98	<b>News and alerts</b>	Support news and alerts.		
FR99	<b>Checklists/to-do lists</b>	Support checklist / to-dos.		

#### NON-FUNCTIONAL REQUIREMENTS

<b>Operational Requirements</b>			
Ref	Item	Description	Does Your Solution Comply? (Yes/No)
NFR1	<b>Accessibility</b>	System should be accessible using Desktop and mobile devices using network cable, WIFI and/or from 3G to 5G.	
NFR2	<b>Response time ranges</b>	Front-end / host / back end: max 15 seconds.	
<b>Security and Privacy</b>			



Ref	Item	Description	Does Your Solution Comply? (Yes/No)
NFR3	<b>Group Definitions</b>	<p>The system shall distinguish between authorised and non-authorised users. Only users with access to Claims Management System should be allowed to access, view, edit information according to their access levels.</p> <p>The access permissions for system data may only be changed by the system's data administrator.</p> <p>There will be a pre-defined set of groups that users can be assigned to. At any one time, there will be at least one user that belongs to the Administrator group. The user assigned to be the Administrator will then create and assign users to the defined groups.</p>	
NFR4	<b>Role-based Access control</b>	<p>Windows Client</p> <p>An active directory user object is associated with a Sasria Claims Management System user allowing for a single sign-on yet still providing granular permission-based access control to functionality in the application.</p> <p>Web Client</p> <p>The system must implement access control through access control dialogs with external users. Users must supply credentials in the form of a user name and a password.</p>	

NFR5	<b>Authentication</b>	<p>Windows client</p> <p>The system must make full use of Windows Authentication and Active Directory Services to control user access to the database and the application.</p>	
NFR6	<b>Database Security</b>	<p>Windows Customer</p> <p>The database must be secured by allowing only authenticated Windows users access to the data. Structured Query Language (SQL) authentication must be disabled to provide extra security. No access to any native data is possible unless it is done through the application.</p> <p>Web Client</p> <p>The database is secured by only allowing the Web application to access data through a service account which forms part of Windows authentication.</p>	
NFR7	<b>Confidentiality</b>	<p>All data should be treated properly so that only authenticated users can access or modify the data.</p> <p>Passwords shall never be viewable at the point of entry or at any other time.</p>	
NFR8	<b>Data encryption</b>	All data flows to and from external entities should be encrypted.	
NFR9	<b>Disclosure of privileged/privacy information about individuals</b>	The system must be compliant with Protection of Personal Information Act (POPIA).	

Audit Trail			
Ref	Item	Description	Does Your Solution Comply? (Yes/No)
NFR10	<b>Audit trail</b>	<p>Enable transparent audit trail in the system, audit trails must be created for all user actions that are performed. The following information will be recorded in the audit log:</p> <ul style="list-style-type: none"> <li>• User name</li> <li>• Date and time of action</li> <li>• Field name</li> <li>• Before value</li> <li>• After value</li> <li>• Effective date</li> <li>• Source (Direct/Web/Mobile App)</li> </ul>	
Reliability			
Ref	Item	Description	Does Your Solution Comply? (Yes/No)
NFR11	<b>Availability (Percentage of time available)</b>	98% uptime excluding weekends.	
NFR12	<b>Hours of Use</b>	<ul style="list-style-type: none"> <li>• Monday to Friday: 06h00 – 23h59</li> <li>• Saturday: 08h00 – 14h00</li> <li>• Sunday and public holiday: 08h00 – 14h00</li> </ul>	
NFR13	<b>Maintenance Hours</b>	Friday: 18h00-Sunday 24h00	
NFR14	<b>Mean Time to Repair (MTTR)</b>	Service provider to provide SLA benchmark	

NFR15	<b>Mean time to failure (MTTF)</b>	Service provider to provide SLA benchmark	
NFR16	<b>Mean-Time-Between-Failure (MTBT)</b>	Service provider to provide SLA benchmark	
<b>Recoverability</b>			
<b>Ref</b>	<b>Item</b>	<b>Description</b>	<b>Does Your Solution Comply? (Yes/No)</b>
NFR17	<b>Audit Trail Failure</b>	If the audit trail function fails before the user saves updates to the transaction, the system shall be able to recover all changes made in up to one minute prior to the failure.	
NFR18	<b>Update failure</b>	When an update failure is detected all updates performed during the failed session shall be rolled back to restore the data to pre-session condition.	
NFR19	<b>Roll-back</b>	All data recovered in a roll-back condition shall be recorded for use in forward recovery under user control.	
NFR20	<b>Safe mode</b>	When operating after a failure the user shall be informed the application is operating in a "safe mode" and all data is available for review without update.	
NFR21	<b>Module/Function Failure</b>	The system shall prevent access to failed module/s while providing access to all currently operational modules.	
NFR22	<b>Hardware failure</b>	All hardware components of the assembly operation shall be replicated, such that failure of any one hardware component	

		shall not render the assembly operation unavailable to end-users.	
<b>Architectural Qualities</b>			
Ref	Item	Description	Does Your Solution Comply? (Yes/No)
NFR23	<b>Information retention requirements</b>	All stored data should be backed up and archived to be available within 24 hours.	
NFR24	<b>Capacity/Scalability</b>	<p>Current number of full-time users is 50, however there are 105 secondary users.</p> <p>Current number of claims per month: Approximately 500 per month</p> <p>Forecasted volume of growth - 33% on claims per annum</p> <p>System should cater for future enhancements and increase in volume (users/data) without affecting the system performance.</p>	
<b>Development Qualities</b>			
Ref	Item	Description	Does Your Solution Comply? (Yes/No)
NFR25	<b>Integration</b>	Claims Management System must be able to integrate with other Sasria's existing systems and new (to be systems) this includes the financial system for payments.	

## 4. Part 4 - Financial Proposal

- 1 Bidders are required to provide a detailed and comprehensive price proposal i.e. all costs associated the bidder's proposal must be clearly specified and included in the Total Bid Price.
- 2 All prices must be VAT exclusive and must be quoted in South African Rand (ZAR).
- 3

Is the proposed bid price linked to the exchange rate?	Yes	No
<i>If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:</i>		

4

Payments will be linked to specified deliverables after such deliverables have been approved by Sasria.	Comply	Not Comply

5

Sasria reserves the right to consider the guidelines on consultancy rates as set out in the <b>National Treasury Instruction 03 of 2017/2018: Cost Containment Measures</b> , where relevant.	Comply	Not Comply
The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures.		
Substantiate / Comments		

## 6 PRICING MODEL

### 6.1 Software Costs

Cost Element	Bidder's Proposal		Total Cost (VAT Excl.)
Once-off Costs			
Software License Renewal	Year 1		
	Year 2		
	Year 3		
<b>Sub-Total (6.1) (VAT Excl.)</b>			

**Note:** The price proposal must inclusive of all software related costs. The bidder must provide a detailed breakdown of all elements which make up the cost of the proposed software e.g. software license structure, services included in the license, number of licenses etc.

### 6.2 Implementation Costs

Activity/Deliverable	Resource(s)	Rate/ Hour per resource	Number of hours	Total Cost (VAT Excl.)
<b>Planning</b>				

Activity/Deliverable	Resource(s)	Rate/ Hour per resource	Number of hours	Total Cost (VAT Excl.)
<b>Analysis</b>				
<b>Customisation / development / configuration</b>				
<b>Integration</b>				
<b>Change Management</b>				
<b>Testing</b>				
<b>Training</b>				
<b>Other Costs (if applicable)</b>				

Activity/Deliverable	Resource(s)	Rate/ Hour per resource	Number of hours	Total Cost (VAT Excl.)
<b>Disbursements</b>				
<b>Sub-Total (6.2) (VAT Excl.)</b>				

**Note: The proposed Total Annual Fee must be inclusive of all required services as outlined in the scope of work (Part 3) above.**

**6.3 Post-Implementation Support**

The service provider will be required to provide support on a need basis. For comparison purposes, bidders must provide cost for 240 hours of support per annum over a period of three (3) years:

Activity/ Deliverable	Number of Hours	Rate per Hour (VAT Excl.)	Annual Cost (VAT Excl.)
Support services	Year 1	240	
	Year 2	240	
	Year 3	240	
<b>Sub-Total (6.3) (VAT Excl.)</b>			

**6.4 Total Bid Price**

Activity/ Deliverable	Amount
<b>Sub-Total (6.1) (VAT Excl.)</b>	
<b>Sub-Total (6.2) (VAT Excl.)</b>	
<b>Sub-Total (6.3) (VAT Excl.)</b>	
<b>Total Bid Price (VAT Excl.)</b>	



**Price Declaration Form**

Dear Sir,

Having read through and examined the requirements of this RFP No. **2019/22**, and its related conditions, we offer to supply, implement, maintain and support a Learning Management System as outlined in scope of work, for the following total amount:

**R..... (Excluding VAT)**

**In words**

**R..... (Excluding VAT)**

We confirm that this price covers all activities associated with the scope of work, as called for in the RFP document. We confirm that Sasria will incur no additional costs whatsoever, over and above this amount in connection with the delivery of the required services.

We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence the scope of work when required to do so by the Sasria.

We understand that you are not bound to accept the lowest or any offer, and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

(Print name of signatory) \_\_\_\_\_  
Designation \_\_\_\_\_

**FOR AND ON BEHALF OF:** COMPANY NAME \_\_\_\_\_  
Tel No \_\_\_\_\_  
Fax No \_\_\_\_\_  
Cell No \_\_\_\_\_

## 5. Part 5: Qualification and Evaluation Criteria

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### 5.1. Evaluation of proposals

The purpose of the RFP is to obtain a complete set of salient information pertaining to the bidding parties. The proposals will accordingly be used to evaluate whether, at Sasria's discretion, an interested party qualifies to proceed to the next stage of this procurement process. All bidding parties will be advised in writing of Sasria's decision, which will be final. No correspondence will be entered into pertaining to the evaluation process, the decisions taken and reasons thereof.

### 5.2. Prequalifying Criteria

In terms of Regulation 4 of the 2017 PPPFA Regulations, Sasria requires that bidders meet the following pre-qualification criteria:

- The bidder must have a minimum B-BBEE contributor status level of 4 or better.

Note: Sasria will only consider a bid if the bidder meets these pre-qualification criteria. Where a bidder fails to meet these pre-qualification criteria, the bid will be considered an unacceptable bid and will be disqualified from further evaluation.

### 5.3. Evaluation Criteria

#### 5.3.1. Level 1- Governance Verification

The evaluation during this stage is to review bid responses for purposes of assessing compliance with RFP requirements, which requirements include the following:

- Proof of registration with CSD confirming tax compliance status as referenced in Part 2 above;
- Valid B-BBEE verification as referenced in Part 2 above;
- Duly completed Standard Bidding Documents and other requirements, in line with Part 6 of this RFP;
- Technical Proposal in line with the Technical Evaluation Criteria in Part 5 of this RFP document
- Financial/ Price Proposal in line with Part 4 of this RFP document

Note: Failure to comply with the requirements assessed in Level 1 (governance), may lead to disqualification of bids.

#### 5.3.2. Level 2- Technical Evaluation

The evaluation during this level is based on technical criteria (Functionality). The technical evaluation will be conducted in 3 phases, as follows:

##### **Phase 1: Mandatory Technical Requirements**

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement. The Mandatory Technical Requirements are as follows:

Technical Mandatory Requirement		Comply	Not Comply
1	<p>The bidder must be accredited or licensed to supply, implement and support the proposed Learning Management System (LMS).</p> <p>The bidder must submit documentary proof from the product owner i.e. a letter or certificate, that the bidder is an accredited or licensed product supplier of the proposed LMS system.</p>		

**Note: Failure to comply with Mandatory Requirements may lead to the bidder being disqualified, and not considered for further evaluation on the Other Technical Requirements.**

### Phase 2 – Other Technical Evaluation Criteria

Only bidders achieving a minimum score of 42 points will be evaluated further in the next stage. The bidder's proposal should respond comprehensively to the technical evaluation criteria. The technical evaluation criteria are set out below:

Item	Criteria	Points
1	<p><b>The bidder's proposed solution must meet the user requirements stipulated in this RFP document (See 3.5 Detailed User Requirements List)</b></p> <p>The bidder must provide a detailed and comprehensive proposal of their LMS solution, indicating how the proposed solution will meet/satisfy each user requirement. <b>The bidder must respond as directed in paragraph 3.5 of Part 3 of this RFP document.</b></p> <ul style="list-style-type: none"> <li>• 91-100% (30 points)</li> <li>• 81-90% (24 points)</li> <li>• 70-80% (21 points)</li> <li>• Below 70% (5 points)</li> </ul>	30
2	<p><b>The bidder must provide the detailed project plan clarifying the implementation approach and specify the following:</b></p> <ul style="list-style-type: none"> <li>• Work breakdown structure</li> <li>• Milestones</li> <li>• Duration</li> <li>• Resource allocation to tasks</li> <li>• Project phases</li> </ul>	10
3	<p><b>The experience of <u>each</u> project team member:</b></p> <p>The bidder's proposed project team must have experience in the implementation of the proposed LMS.</p> <ul style="list-style-type: none"> <li>• ≥8 years' (10 points)</li> <li>• 4 - 7 years' (7 points)</li> <li>• ≤3 years' (3 points)</li> </ul> <p><b>The bidder must provide comprehensive CVs of the project team members.</b></p>	10

Item	Criteria	Points
4	<b>Bidder's Experience</b> <b>The bidder must have demonstrable experience in implementing the proposed LMS.</b> The bidder must provide relevant reference letters from clients where the bidder has implemented a similar LMS solution. Letters must be on the client's letterhead, signed and include a contactable telephone number. Reference letters should not be older than 3 years. <ul style="list-style-type: none"> <li>• 4 or more reference letters (10 points)</li> <li>• 3 reference letters (7 points)</li> <li>• 2 reference letters (3 points)</li> <li>• 1 reference letters (1 point)</li> </ul>	10
	<b>Total</b>	

**Note: Bidders must achieve a minimum score of 42 out of 60 points in Phase 2 of the technical criteria, in order to be considered for the next level of the evaluation process i.e. solution demonstration.**

### Phase 3 – Solution demonstration Evaluation Criteria

The bidders will be given notification of 5 days in advance to prepare for demo.

Item	Criteria	Points
1	<b>Adherence to requirements</b> The service provider must clearly demonstrate the proposed solution and the compliance to the deliverables and scope of the RFP as described in 3.3 Detailed Requirements. Scoring will be allocated as follows: <ul style="list-style-type: none"> <li>• 91-100% (40 points)</li> <li>• 81-90% (32 points)</li> <li>• 70-80% (28 points)</li> <li>Below 70% (10 points)</li> </ul>	40
<b>Total</b>		<b>40</b>

**Note: Bidders must achieve a minimum score of 70 points in technical evaluation (Phase 2 and 3 combined) in order to be considered for the next level of the evaluation process i.e. Price and BEE.**

### 5.3.3. Level 3 – Preference Point System

Bidders that achieved a minimum score of 70 points in last phase of technical evaluation will progress to this level (level 3) and will be evaluated in accordance with the preference point system.

The following preference points system will be used for this tender:

CRITERIA	POINTS
Price	80
B-BBEE	20
<b>TOTAL</b>	<b>100 points</b>

## 6. Part 6 – Required Documents

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### STANDARD BIDDING DOCUMENTS

In addition to the Annexures listed below, the following documents must be completed, signed and submitted together with the bid response:

- Invitation to Bid (SBD 1);
- Declaration of Interest (SBD 4);
- Preference Points Claims Form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1);
- Declaration of Bidder's Past SCM Practices (SBD 8); and
- Certificate of Independent Bid Determination (SBD 9).

Note: Failure to submit these documents may lead to disqualification of the bid.

## ANNEXURE A: NON DISCLOSURE AGREEMENT

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### MEMORANDUM OF AGREEMENT

Entered into between:

**Sasria SOC Ltd**

A company duly incorporated under the laws of *Republic of South Africa*, having its main place of business at 36 Fricker Road, Illovo, Sandton Johannesburg, with registration number: 1979/000287/06

(Hereinafter referred to as “the Discloser”)

And

.....

A company duly incorporated under the laws of Republic of South Africa, having its main place of business

at....., with

registration number:.....

(Hereinafter referred to as “the Recipient”)

## PREAMBLE

**Whereas** the Discloser will disclose certain confidential information to the Recipient, for purposes

of \_\_\_\_\_  
\_\_\_\_\_;

**And whereas** the Recipient wishes to receive confidential information on the condition that the Recipient will not disclose the same to any third party or make use thereof in any manner except as set out below.

The Discloser and the Recipient hereby agree to the following:

### 1. Definitions

Unless the contrary is clearly indicated, the following words and/or phrases, when used in this Agreement, shall have the following meaning:

**1.1 “Agreement”** shall mean this written document together with all written appendices, annexures, exhibits or amendments attached to it from time to time;

**1.2 “Commencement Date”** shall mean the date of last signature of this agreement;

**1.3 “Confidential Information”** shall mean all information which:

**1.3.1** pertains to the Disclosing Purpose, disclosed, revealed or exchanged by the Discloser to the Recipient, and which pertains to, but is not limited to all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exist at the time of revealing the content thereof to the Recipient, the content of all possible future agreements which the Discloser intends to enter into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, business or financial aspects of the Discloser; and/or

**1.3.2** any information of whatever nature, which has been or may be submitted by the Discloser to the Recipient, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by

examination, testing, visual inspection or analysis, including, without

limitation, business or financial data, know-how, formulae, processes, specifications, sample reports, models, customer lists, computer software, inventions or ideas; and/or

- 1.3.3 Any dispute between the Parties resulting from this Agreement; and/or
- 1.3.4 Any fault or defect in any aspect of the business of the Discloser, irrespective of whether the Discloser knows about such a fault or defect;
- 1.4 “**Notice**” shall mean a written document;
- 1.5 “**Parties**” shall mean both the Discloser (**Sasria SOC Ltd**) and the Recipient.
- 1.6 “**Board**” shall mean Board of Directors of the Discloser.

## 2. **Obligations of the Recipient**

The Recipient shall:

- 2.1 use the confidential information disclosed to it solely for the purposes of  
.....  
.....  
.....and for no other purpose whatsoever (“Disclosing Purpose”);
- 2.2 treat and safeguard the Confidential Information as private and confidential;
- 2.3 ensure proper and secure storage of all Confidential Information;
- 2.4 not at any time without the prior written consent of the Discloser or another employee of the disclosure from which he received the information,
  - 2.4.1 disclose or reveal to any person or party either the fact that discussions or negotiations are taking, or have taken place between the Board, employee and another employee or the content of any such discussions or other facts relating to the Disclosing Purpose, except where required by law or any governmental, or regulatory body;
- 2.5 not create the impression with or lead any third party to interpret or construe any
  - condition contained in this Agreement, that this Agreement is an Agency Agreement and/or Partnership Agreement and/or a Joint Venture and/or any other similar arrangement;
- 2.6 not allege that this Agreement grants it, either directly, or by implication, or by estoppel or otherwise a license under any patent or patent application, or that it is entitled to utilize the Confidential Information in any way contrary to the



stipulations contained in this Agreement;

- 2.7 on termination of this Agreement act with the Confidential Information in accordance with a Notice delivered to it by the Discloser and if no such Notice was delivered, the Recipient shall destroy the Confidential Information in a similar manner to which it would destroy information that it would consider to be its own Confidential Information.

### 3. **Obligations of the Discloser**

Subject to clause 2, the Discloser shall:

- 3.1 disclose to the Recipient, in writing any relevant information in their possession or under their care; and
- 3.2 furnish the Recipient at least 7 (seven) calendar days prior to this Agreement being terminated, for whatever reason, with a Notice instructing the Recipient about what it should do with the Confidential Information once the Agreement has been terminated.

### 4. **Exclusions**

The provisions of **Clause 3** above will not apply to any Confidential Information which:

- 4.1 is at the time of disclosure to the Recipient, within the public domain and could be obtained by any person with no more than reasonable diligence;
- 4.2 come into the public domain and could be obtained after such disclosure, otherwise than by reason of a breach of any of the undertakings contained in this Agreement;
- 4.3 is subsequently provided to the Recipient by a person who has not obtained such information from the Discloser, provided that, in any such case, such information was not obtained illegally or disclosed by any person in breach of any undertaking or duty as to confidentiality whether expressed or implied;
- 4.4 is disclosed with the written approval of the Discloser;
- 4.5 is or becomes available to a third party from the Discloser on an unrestricted basis;
- 4.6 is obliged to be reproduced under an order of court or government agency of competent jurisdiction.

## **5. Commencement**

This Agreement shall commence on the Commencement Date.

## **6. Cancellation**

**6.1** The Agreement shall not terminate automatically. Either party must be able to terminate on written notice to the other party once the Disclosing Purpose is completed. The obligations of confidentiality under this Agreement shall continue to apply after assignment or termination of this Agreement.

**6.2** The Parties further agree that either Party shall have the right at any time to give notice in writing to terminate this Agreement forthwith in the event of a material breach of any of the terms and conditions of the Agreement. If the breach in question is one which can effectively be remedied, the Parties shall endeavour to jointly try to remedy such breach, failing which, the Agreement shall be terminated.

## **7. Interpretation**

**7.1** The clause headings in this Agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of this Agreement;

**7.2** Any reference in this Agreement to the singular includes the plural and *vice versa*;

**7.3** Any reference in this Agreement to natural persons includes legal persons and references to any gender include references to the other genders and *vice versa*.

## **8. Dispute Resolution**

**8.1** A dispute concerning or arising out of this Agreement exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause. The parties must refer any dispute to be resolved by -

- negotiation; failing which
- mediation; failing which
- arbitration

**8.2** Within ten (10) Business Days of notification, the parties must seek an amicable resolution to the dispute by referring it to designated and authorized

representatives of each of the parties to negotiate and resolve it by the parties signing an agreement resolving it within fifteen (15) Business Days

- 8.3 If negotiation fails, the parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) ("AFSA").
- 8.4 If mediation fails, the parties must refer the dispute within fifteen (15) Business Days for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement between the parties) as an expedited arbitration in Sandton under the then current rules for expedited arbitration of AFSA.
- 8.5 If the parties cannot agree on any arbitrator within a period of ten Business Days after the referral, the arbitrator will be appointed by the Secretariat of AFSA.
- 8.6 The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.
- 8.7 This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.
- 8.8 This clause is a separate, divisible agreement from the rest of this Agreement and must remain in effect even if the Agreement terminates, is nullified, or cancelled for any reason or cause.

## 9. Domicilium and Notices

The Parties elect the following addresses as their respective *domicilium citandi et executandi*, at which all notices and other communications must be delivered for the purposes of this Agreement:

### 9.1 Discloser:

9.1.1 by hand at 36 Fricker Road, Illovo, Sandton, Johannesburg

Marked for the attention of: .....

9.1.2 by post at: **P.O. Box 653367, Benmore, 2010**

Marked for the attention of .....

9.1.3 by telefax at (011) 447 8624

Marked for the attention of .....

**9.2 Recipient:**

**9.2.1** by hand at .....

Marked for the attention of.....

**9.2.2** by post to: \_\_\_\_\_

Marked for the attention of: .....

**9.2.3** by telefax at .....Marked for the attention of:

.....

**9.3** Any notice or communication required or permitted to be given in terms of this agreement shall only be valid and effective if it is in writing.

**9.4** Any notice addressed to either of the Parties and contained in a correctly addressed envelope and sent by registered post to it at its chosen address or delivered by hand at its chosen address to a responsible person on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, shall be deemed to have been received, unless the contrary is proved, if sent by registered post, on the 14<sup>th</sup> (fourteenth) calendar day after posting and, in the case of hand delivery, on the day of delivery.

**9.5** Any notice sent by telefax to either of the Parties at its telefax number shall be deemed, unless the contrary is proved, to have been received:

**9.5.1** if it is transmitted on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, within 2 (two) hours of transmission;

**9.5.2** if it is transmitted outside of these times, within 2 (two) hours of the commencement any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, after it has been transmitted.

**10. Entire Agreement and Variations**

**10.1** This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.

**10.2** No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

**10.3** Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this Agreement.

## **11. Data Security**

11.1. The Recipient shall, at all times, ensure compliance with any local and international laws, regulations, policies or codes that may be enacted from time to time and put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risk to any information that may be shared or accessed through a computer or any other form of electronic communication pursuant to the Agreement. For purposes of this clause 0,

“Information” shall mean, but not be limited to:

11.1.1. all cyber related information, including data; a computer program; output of a computer program; a computer system; article; data message; a computer data storage medium; output of a computer program and output of data;

•  
11.1.2. Personal Information as defined in section 1 of the Protection of Personal Information Act No. 4 OF 2013 (“**POPIA**”) read with Section 1 of the Promotion of Access to Information Act No. 2 of 2000; and

11.1.3. Any other information that may be shared or accessed pursuant to the Agreement.

11.2. The Recipient shall notify the Discloser in writing of any cybercrimes or any suspected cybercrimes in its knowledge and to report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, within 10 days of becoming aware of such crime or suspected crime.

## **12. Protection Of Personal Information**

12.1. For purposes of this clause 112 -

12.1.1. the following terms shall bear meanings contemplated in Section 1 of the POPIA: **consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information;** as well as any terms derived from these terms.

12.1.2. “**binding corporate rules**” means personal information processing policies, within a group of undertakings, which are adhered to by a responsible party or operator within that group of undertakings when transferring personal information to a responsible party or operator within that same group of undertakings in a foreign country; and “**group of undertakings**” means a controlling undertaking and its controlled undertakings.

- 12.2. The Parties acknowledge and agree that, in relation to personal information that may be processed pursuant to the Agreement, the Discloser is the responsible party and the Recipient is the operator.
- 12.3. The Recipient must process such personal information only with the knowledge or authorisation of the Discloser and treat personal information which comes to its knowledge as confidential and must not disclose it, unless so required by law.
- 12.4. The Recipient must secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of personal information and unlawful access to or processing of personal information.
- 12.5. In order to give effect to the obligations set out in this clause 112, the Recipient must take reasonable measures to-
  - 12.5.1. identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control;
  - 12.5.2. establish and maintain appropriate safeguards against the risks identified;
  - 12.5.3. regularly verify that the safeguards are effectively implemented; and
  - 12.5.4. ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 12.6. The Recipient shall have due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations.
- 12.7. The Recipient shall notify the Discloser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- 12.8. The Recipient shall appoint an information officer and an appropriate number of deputy information officers as may be required by the POPIA, and must provide the Discloser with the details of such officers, whose responsibilities shall include-
  - 12.8.1. the encouragement of compliance, by the Recipient, with the conditions for the lawful processing of personal information;
  - 12.8.2. dealing with requests made to the Recipient pursuant to the POPIA;
  - 12.8.3. working with the Regulator in relation to investigations conducted under the POPIA;
  - 12.8.4. otherwise ensuring compliance by the Recipient with the provisions of the POPIA; and

12.8.5. as may be prescribed by the POPIA.

12.9. The Recipient shall not transfer personal information about a data subject to a third party who is in a foreign country without Prior written consent of the Discloser. The Discloser will not grant such consent unless-

12.9.1. the third party who is the recipient of the information is subject to a law, binding corporate rules or binding agreement which provide an adequate level of protection that-

12.9.1.1. effectively upholds principles for reasonable processing of the information that are substantially similar to the conditions for the lawful processing of personal information relating to a data subject who is a natural person and, where applicable, a juristic person; and

12.9.1.2. includes provisions, that are substantially similar to this section, relating to the further transfer of personal information from the recipient to third parties who are in a foreign country;

12.9.2. the data subject consents to the transfer;

12.9.3. the transfer is necessary for the performance of a contract between the data subject and the responsible party, or for the implementation of pre-contractual measures taken in response to the data subject's request;

12.9.4. the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the responsible party and a third party; or

12.9.5. the transfer is for the benefit of the data subject, and-

12.9.5.1. it is not reasonably practicable to obtain the consent of the data subject to that transfer; and

12.9.5.2. if it were reasonably practicable to obtain such consent, the data subject would be likely to give it.

12.10. The Recipient shall process personal information of data subjects in accordance with the conditions for the lawful processing of personal information as contemplated in the POPIA, and shall at all times put sufficient measures in place to ensure compliance with the POPIA, including compliance with any compliance notices and information notices served on the Recipient under the POPIA.

### **13. Assignment, Cession and Delegation**

Neither of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part,

to any other party or person without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

**14. Relaxation**

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Agreement, and which either party (“the grantor”) may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

**15. Waiver**

No waiver on the part of either party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

**16. Severability**

In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

**17. Governing Law**

The validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa.

**SIGNATURES**

I, the undersigned, ..... , herewith confirms that my position within the Recipient is that of ..... and state that I am duly authorised to enter into this Agreement, which I herewith do, on this the .....day, of ....., for and on behalf of the Recipient.

I, the undersigned ....., herewith confirms that my position within the Discloser is that of Executive Manager: ..... and state that I am duly authorised to enter into this Agreement, which I herewith do, on this the \_\_\_\_ day, of ..... by



signing this Agreement, for and on behalf of the Discloser.

---

Signature for and on behalf of Discloser

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Signature for and on behalf of Recipient

## ANNEXURE B: ACCEPTANCE OF BID CONDITIONS AND BIDDER'S DETAILS

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RFP No: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Authorised signatory: \_\_\_\_\_

Name of Authorised  
Signatory \_\_\_\_\_

Position of Authorised  
Signatory \_\_\_\_\_

By signing above the bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this RFP.

**[Note to the Bidder: The Bidder must complete all relevant information set out below.]**

### CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

**Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. Bidders are therefore required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below:**

<b>Supplier Number</b>	
<b>Unique registration reference number</b>	

### BIDDING STRUCTURE

Indicate the type of Bidding Structure by marking with an 'X':	
<b>Individual Bidder</b>	
<b>Joint Venture/ Consortium</b>	
<b>Prime Contractor with Sub Contractors</b>	
<b>Other</b>	

### REQUIRED INFORMATION

If Individual Bidder:	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	

<b>If Individual Bidder:</b>	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	

<b>If Joint Venture or Consortium, indicate the following for each partner:</b>	
<b>Partner 1</b>	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	
<b>Partner 2</b>	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the following for each partner:	
Scope of work and the value as a % of the total value of the contract	

If bidder is a Prime Contractor using Sub-contractors, indicate the following:	
Prime Contractor	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Sub-contractors	
Name of Company	
Company Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Subcontracted work as a % of the total value of the contract	

## ANNEXURE C: SHAREHOLDER INFORMATION

*[Note: the bidder must complete the information set out below. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 2.]*

### 1 Shareholders/ Members

Name of the shareholder	ID Number	Race	Gender	% shares

**Note: The bidder must also attach the detailed Company/ Group Structure where relevant.**

### 2 Black Shareholders/ Members as per the B-BBEE Certificate

Name of the shareholder	ID Number	Race	Gender	% shares
<b>Total Black Shareholding % as per the current and valid B-BBEE Certificate</b>				

## ANNEXURE D: BIDDER'S EXPERIENCE AND PROPOSED PROJECT TEAM

*[Note: the bidder must complete the information set out below. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 3.]*

**Table (a): Details of the bidder's current and past experience in providing the Learning Management System application services within the financial services industry:**

Client' Name	Project description of LMS solution implemented	Project Cost	Project period (Start and End Dates)	Description of service performed and extent of Bidder's responsibilities	Name, title and telephone contact of client

**Table (b): Details of the key personnel of the bidders' proposed team in providing the Learning Management System application services:**

Name	Position	Role / Duties in this Project	Relevant Project Experience	
			Project description, Client, Project period	Project Cost