



REQUEST FOR PROPOSAL
Bid Number: 2019/10

**ENTERPRISE GOVERNANCE, RISK AND
COMPLIANCE TOOL**

Release Date: 2019-05-21
Closing Date: 2019-06-19

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1. Part 1 - Letter of Invitation

To the Service Provider:

Sasria SOC Limited hereby invites proposals from suitably qualified service providers to supply, implement, maintain and support the **Enterprise Governance, Risk and Compliance (EGRC) Tool** to Sasria SOC Ltd (Sasria).

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

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 has to 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);
- Valid Tax Clearance Certificate (TCC) or PIN / CSD number to verify tax compliance;
- Valid Certificate of Incorporation i.e. CIPC company registration documents.
- 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.
- 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 **19 June 2019 at 12h00**. Duly completed proposals must be sealed in an envelope that is endorsed with the words “**RFP2019/10: “Enterprise Governance, Risk and Compliance (EGRC) Tool”**”. 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) by **07 June 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.

Sasria reserves the right to request meetings with Bidders to clarify responses or seek additional information to refine assessments.

Sasria reserves the right to conduct supplier due diligence prior to final award or any time during the contract period. This may include site visits and requests for additional information.

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.
- 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. The bidder hereby gives consent to the Sasria to conduct any form of vetting or background 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

Activity	Date
Release of RFP	21 May 2019
Last day of queries	07 June 2019
Responses to queries	12 June 2019
Closing date for submission of proposals	19 June 2019 at 12h00

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

3.1. Background Information

In 2017, Sasria embarked on the Enterprise Architecture Framework development project, which analysed the capabilities and gaps from the business, information, applications and technology architectures.

This Request for Proposal (RFP) has been issued to solicit proposals from relevant service providers to supply and implement an integrated Enterprise Governance, Risk and Compliance (EGRC) application/system/solution. As Sasria operates in a highly regulated environment, accountability has led the organisation to pursue a broad range of governance, risk and compliance initiatives. One of the initiatives is to implement a new EGRC system that would assist in ensuring that Sasria remains accountable on the work it performs. The current Governance Risk Management and Compliance application has 31 internal users from four functions: Internal Audit, Quality Assurance, Risk Management and Compliance.

By implementing a new EGRC application, Sasria will be in a better position to reduce risks and improve control effectiveness, security and compliance through an integrated and unified approach that reduce the negative effects of organisational silos and redundancies between the Risk Management, Compliance, Internal Audit and Quality Assurance functions.

Sasria has embarked on a digital transformation strategy with the overall purpose of introducing new innovative technologies into the company, while pursuing an integration approach as best possible. As part of the strategy, the current Governance Risk Management and Compliance application in use has been earmarked to be replaced using the latest technologies to create a modern and innovative digital workspace.

The successful service provider will be responsible for the supply, implementation and support of the integrated EGRC application that best meets the requirements as set forth in this RFP.

3.3.1 The solution must be compatible with the below technology

SERVER

Operating System	Windows Server 2018 R2
.Net Framework	Latest .Net Framework

DATABASE SERVER

Operating System	Windows Server 2016 R2
Database	Microsoft SQL Server 2016

APPLICATION WORKSTATION

Operating System	Windows 10
.NET Framework	Latest .Net Framework

Browser	Latest browser. Internet Explorer, Chrome, Safari & Edge
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3.2. Scope of Work

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

No	Deliverable	Description
1	Training and training material/ skills transfer	<p>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.</p> <p>The proposal should provide a plan that addresses the training needs of:</p> <ul style="list-style-type: none"> • System Administrators (5) • Highest level users (7) • End-users (30) <p>Service provider to indicate how skills transfer will be carried out.</p>
2	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.
3	Project management	The service provider must provide a comprehensive approach to the project, indicating the phases, duration and project timeframes.
4	Analysis	<p>Service provider will be required to do a comprehensive analysis on the following:</p> <ul style="list-style-type: none"> • Identification of additional requirements (New Functional Specification Document to include additional requirements) • Identification of data input requirements • Any other analysis tasks relevant for the successful delivery of this project.
5	Technical Specification Document	Service provider will be required to produce a Technical Specification Document
6	Data Migration	Data migration from the current GRC application will be cleaned-up before it can be migrated. Data to be migrated is very minimal, less than 3GB.
7	Data clean up	Service provider to include data clean-up cost.
8	System analysis, development/ Configuration/Implementation and Support	Service provider will be responsible for the full analysis/development/configuration/implementation and support of the system.
9	Testing	Service provider to carry out full testing suite including unit testing, integration testing, and stress testing and any other relevant testing.
10	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:

No	Deliverable	Description
		<ul style="list-style-type: none"> • High= 3 • Medium=4 • Low = 5
11	Minimum hardware and software requirements	Service provider to specify what hardware and software maybe required to operate the system.
12	Integration	Integration with other systems. More details can be found in the detailed requirements list.
13	Upgrading/ updates to system	Please indicate how upgrades / updates to the system is done. Is there any standard scheduled downtime for maintenance, how often etc., Sasria prefers Saturday night.
14	3 rd party involvement	Service provider will be responsible for all deliverables due from any third party used for the delivery of this project.
15	Change Management	<p>The following Change Management plans must be included:</p> <ul style="list-style-type: none"> ➤ Training plan ➤ Coaching plan ➤ Sponsor Plan ➤ Communication plan ➤ Resistance Plan

3.3. 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.

Note: The bidder must complete the tables (Section General Requirements, A, B and C) 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 meet/satisfy 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.

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

Response Code	Description
F	Fully provided (Out of the Box)
M	Modification required (Configuration/change using built in toolset)
D	Development required (Code change)
TP	Third party software required
N/A	Not available

The following requirements have been identified:

GENERAL REQUIREMENTS:

REF	Requirement	Requirement Description	Indicate requirements availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
General Requirements				
FRG1	Tasks, notifications and escalations	The solution must alert users when tasks need to be performed and include automated escalations.		
FRG2	Role-based security and audit trails	The system must provide access based on defined roles/groups. The system must		

REF	Requirement	Requirement Description	Indicate requirements availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		<ul style="list-style-type: none"> • Provide security for different user levels. • Define security at the function level, e.g. allow a user to access data relevant to their function. 		
FRG3	Provide built-in templates	The solution should provide standardized templates for different functions/areas. The templates must be accessible to all authorized system users. These templates include reporting templates.		
FRG4	Mobility	Users must be able to access the system from anywhere using any appropriate mobile device such as iPad, tablet, mobile phone, etc.		
FRG5	Send automated email reminders, escalations, and feedback	The solution should be able to send reminders/receive feedback on due tasks and dates to all relevant resources and other stakeholders (internal and external).		
FRG6	Cater for different types of methodologies/frameworks	The solution must cater for different types of methodologies/frameworks from a Risk Management perspective. Committee of Sponsoring Organizations (COSO) Enterprise Risk Management Framework is currently in use in Sasria.		
FRG7	Compatibility	The solution must be compatible with emerging technologies such as Optical Character		

REF	Requirement	Requirement Description	Indicate requirements availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		<p>Recognition (OCR), Artificial Intelligence (AI), Robotics Process Automation (RPA). (This is for future enhancements purposes).</p> <p>For example: In instances where there is a document received via email, where the user will have to capture that information in the system, using the above-mentioned technologies, the OCR/RPA can read the document content and capture it accordingly and improve the process efficiency. All the repetitive processes can be automated. NB: This is not required upfront; however, these systems must be flexible to incorporate or integrate with such technologies.</p>		
FRG8	Integration	<p>The solution must be able to integrate with current internal systems (which include MS Great Plains, Insurance Management System (bespoke in-house system (on a Microsoft SQL database), Fraxion, MS Office 365 and SharePoint Online) and planned systems (which include a new Claims Module System, new Enterprise Resource Planning (ERP) system, Project Portfolio Management (PPM) Tool and a Learning Management System).</p> <p>NB: Information flow analysis was not done, but a push model is preferred.</p>		

REF	Requirement	Requirement Description	Indicate requirements availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
FRG9	File versions	The solution must keep all file versions (including previous versions).		
FRG10	Cater for large volumes of files	Solution to cater for large volumes of files of any format.		
FRG11	Cater for different data types	The solution should be able to read and convert files into preferred format for use. NB: Data is received in different formats (e.g. .PDF, .txt, .CSV), the solution should be able to read these without any limitations on size. The information should be convertible to Microsoft Excel and Word, .PDF, or any other generally used file format.		

SECTION A: RISK MANAGEMENT DETAILED USER REQUIREMENTS LIST

REF	Requirement	Requirement Description	Indicate requirements availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
Risk Management Requirements				
FRR1	Risk management process (Strategic Risk Management)	The solution must provide the following capability at a strategic level:		

REF	Requirement	Requirement Description	Indicate requirements availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		<ul style="list-style-type: none"> • Identification and assessment of strategic risks and opportunities; • Identification and assessment of mitigating controls; • Measurement of strategic risks; • Monitoring and management of strategic risks and opportunities; and • Reporting of strategic risks and opportunities. 		
FRR2	Risk management process (Risk Control Self Assessments)	<p>The solution must provide the following capability at a divisional/departmental level (Risk Control Self Assessments):</p> <ul style="list-style-type: none"> • Identification of key risk events; • Assessment of inherent risks; • Identification of risk drivers; • Identification of mitigating controls; • Assessment of mitigating controls; • Assessment of residual risks; • Allocation of required actions; and • Monitoring and reporting. 		
FRR3	Risk management process (Opportunities Management)	<p>The solution must provide the following capability at a divisional/departmental level (Opportunities management):</p>		

REF	Requirement	Requirement Description	Indicate requirements availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		<ul style="list-style-type: none"> • Identification of opportunities; • Assessment of opportunities; • Management of opportunities; and • Monitoring of opportunities. <p>Please refer to the King IV™ Report on Corporate Governance for South Africa 2016, regarding opportunities management.</p>		
FRR4	Key Risk Indicator (KRI) monitoring	<p>The solution must provide the following capability:</p> <ul style="list-style-type: none"> • Development and approval of Key Risk Indicators; • Key Risk Indicator assessment and validation; • Key Risk Indicator monitoring; • Key Risk Indicator analysis; and • Key Risk Indicator reporting. 		
FRR5	Loss event monitoring	<p>The solution should provide the capability for monitoring losses, performing root cause analysis, monitoring controls and improvements.</p> <p>The following capabilities are required:</p> <ul style="list-style-type: none"> • Identification and recording of loss events; 		

REF	Requirement	Requirement Description	Indicate requirements availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		<ul style="list-style-type: none"> • Investigation of the loss event/root cause analysis; • Identification of additional controls/improved controls; • Monitoring of control implementation; • Loss analysis; and • Reporting of losses. <p>Capability to classify losses into categories i.e. actual loss, potential loss, near miss, irregular expenditure, fruitless and wasteful expenditure, theft, fraud, health and safety, etc.</p>		
FRR6	Emerging risks monitoring	<p>The solution should provide the capability for monitoring emerging risks and be capable to capture the following:</p> <ul style="list-style-type: none"> • Emerging risk rating; and • Expected period when the risk will occur. 		
FRR7	Risk dashboards	<p>The solution should provide the following dashboards:</p> <ul style="list-style-type: none"> • Actions overview; 		

REF	Requirement	Requirement Description	Indicate requirements availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		<ul style="list-style-type: none"> • Inherent and residual risks overview (Heat maps); • Risk register (both inherent and residual risks and linked to controls); • KRI overview (including KRI analysis); • Loss event overview (including loss event analysis); • Irregular and fruitless and wasteful expenditure overview (Including analysis of expenditure); • Project risks register/overview; • Opportunities overview; and • Emerging risks register. 		
FRR8	Risk library	<p>The solution should provide a library for all captured risks. The library must contain the following:</p> <ul style="list-style-type: none"> • Controls library to store all controls; • Risk library to store all risks; • Project risks library to store all project risks; • Opportunities library to store all opportunities; 		

REF	Requirement	Requirement Description	Indicate requirements availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		<ul style="list-style-type: none"> • Action manager to keep all actions raised, including open and closed actions; • Meeting manager; • Library for Key Performance Indicators and Key Risk Indicators for monitoring key risks; • Opportunities register for ranking all opportunities; • Risk register for ranking all risks. The solution must also cater for sub-risks which will be linked to main risks; • Project risk register for ranking all project risks; • Combined assurance for all risks per line (1st level being Management, 2nd line being Risk Management, Compliance and Quality Assurance and the 3rd line being Internal Audit and External Audit). There must be an interface from Internal Audit and Quality Assurance based on the reported results that will automatically feed into Risk Management assurance without having to repopulate the same data; and 		

REF	Requirement	Requirement Description	Indicate requirements availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		<ul style="list-style-type: none"> Risk loss event for providing losses and classifying these losses per department. 		
FRR9	Be able to categorise risks i.e. using a risk taxonomy	The solution must be able to categorise risks for Strategic, Underwriting, Market (including Liquidity), Operational (Including regulatory), Credit and Counterparty risks.		
FRR10	Adaptability	The solution must be adaptive to changes to the organisation's risk profile as threats and vulnerabilities change all the time.		
FRR11	Consistency	The solution must provide consistency to cater for management of risks from different areas of the organisation.		

SECTION B: INTERNAL AUDIT/QUALITY ASSURANCE DETAILED USER REQUIREMENTS LIST

REF	Requirement	Requirement Description	Indicate Requirements Availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
Internal Audit/Quality Assurance Requirements				
FRIQ1	Define/schedule audit plans	The solution must enable users to input the annual audit plan. The solution must also enable users to define/schedule audits based on scope of work, approach/methodology resources and time.	•	•
FRIQ2	Dashboard reporting	<p>Provide real-time reporting on previous work, current work and planned work based on the schedule (see FRIQ1). This can also be represented in dashboard form.</p> <p>This should include real-time status on planned audits, current audits.</p> <p>Provide overall summary of results on previous audits.</p> <p>Dashboard on audits should also include the following:</p> <ul style="list-style-type: none"> - Summary at an audit level by categories - Summary based on the consolidated audits of similar nature etc. agent company findings themes <p>Tracking of projects including:</p> <ul style="list-style-type: none"> - Overall status - Team members 		

REF	Requirement	Requirement Description	Indicate Requirements Availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		- Allocated hours		
FRIQ3	Workflow management	<p>The solution should allow for work to be created and shared (internally or externally) and the recipient should be able to make comments and send back to the sender.</p> <p>Solution should be able to receive data and information from external parties linked to a specific project/file.</p>		
FRIQ4	Allocate tasks	The solution should allow for work allocation at a granular level to the assigned internal audit team members.	•	•
FRIQ5	Manage timesheets	Timesheets to be linked to allocated work (project). Internal Audit management to monitor timesheets.		
FRIQ6	Provide audit trail	<p>The solution should provide audit trail at audit project level by providing the following:</p> <ul style="list-style-type: none"> - Working papers to be linked to the person who worked on it, - Date when was it completed, - Who approved it, etc. <p>This information should be easily accessible.</p>		

REF	Requirement	Requirement Description	Indicate Requirements Availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
FRIQ7	Provide audit library (warehouse) – document management	<p>The solution should provide Internal Audit with all necessary documentation such as:</p> <ul style="list-style-type: none"> - Standard audit procedures, universal across (it can link to a database that provides this ability to built-in warehouse/library for audit procedures that may be specific to Sasria e.g.: <ul style="list-style-type: none"> o Short-term insurance, o Public Finance Management Act (PFMA) and can be replicated across different audits. <p>The solution must also provide centralised library of audit working programmes (template documents, audit steps, internal audit processes, risks, controls, tests) for standardised auditing methodology.</p>		
FRIQ8	Provide system templates for Internal Audit	<p>The solution should provide standardised templates. The templates must be accessible to all authorised system users. These templates include:</p> <ul style="list-style-type: none"> - Engagement letters, - Process narratives, - Risk and control matrix, - Working papers, - Reports, - End of audit reviews (performance assessments), 		

REF	Requirement	Requirement Description	Indicate Requirements Availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		<ul style="list-style-type: none"> - Clients satisfaction survey (at least a trigger to generate the survey for sending out to client if this can't be done directly on the system). <p>The solution must have the ability to populate the templates onto the audit file.</p>		
FRIQ9	Provide access control on Internal Audit projects	The solution should prevent unauthorised users from accessing certain Internal Audit projects. Access should be project management level based.		
FRIQ10	Link risks, controls to work performed	Link risks, controls to work performed results (working paper) on Planning, Field Work and Completion.		
FRIQ11	Auto generate risks and controls matrix	The solution must be able to generate risks and controls matrix based on the audit library and risk management module.		
FRIQ12	Risk and Control Matrix (RACM)	The solution must be able to auto populate RACM after documentation of narratives.		
FRIQ13	Findings	<p>The solution must be able to link findings and review notes to working papers. It must also have the ability to link risk, walkthrough and working papers.</p> <p>The solution must be able to raise findings at any stage of the audit including planning.</p>		

REF	Requirement	Requirement Description	Indicate Requirements Availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		Exceptions noted on the working paper to be generated onto findings raised.		
FRIQ14	Auto Generate audit reports	The solution should auto-populated an audit report based on the findings raised on the project file.		
FRIQ15	Provide facility to review notes	Users must be able to raise review/coaching notes linked to working papers. The tool should enable the reviewer to make comments and make provision for the preparer to address the comments.		
FRIQ16	Provide audit follow-ups based on previous audit findings	The solution should be able to send follow-up alerts on previously reported audit findings as they become due.		
FRIQ17	Link previous audit reviews to current reviews	The solution should also be able to link previous audit reviews i.e. the applicable findings and the management action plans to current reviews.		
FRIQ18	Cater for ad-hoc reviews	The solution must cater for ad-hoc reviews and option to design file tailored to the ad-hoc requirements.		
FRIQ19	Define sampling methods	The solution must allow users to define sampling methods as per methodology and be linked to Computer-Assisted Audit Techniques (CAAT)		

REF	Requirement	Requirement Description	Indicate Requirements Availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		results/user requirements e.g. selection of high/low premium transaction.		
FRIQ20	Provide a built-in tool for sample selection (Data analytics)	<p>The sampling methodology should be in built into the solution, the solution should be able to automatically select a sample using the methodology rules loaded for the targeted population. The sample selected by the tool should pull the information to the applicable working papers.</p> <p>NB: Sasria does not have a data analytics software – the organisation is currently using Microsoft Excel for analytics.</p>		
FRIQ21	Auto select transactions for working paper (Data analytics)	<p>The solution must allow users to test the transactions on working papers.</p> <p>The solution must allow hyperlinking or cross referencing of working papers and additional information.</p>		
FRIQ22	Provide built-in CAATS and continuous monitoring (Data analytics)	The solution should provide CAATs and continuous monitoring for Internal Audit reviews including Claims, Procurement, Underwriting, Human Capital and Finance. The solution should be able to interface into Sasria’s relevant system to enable continuous testing.		

REF	Requirement	Requirement Description	Indicate Requirements Availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
FRIQ23	Data analytics	The solution must be able to append, compare and join data from populations coming from various data sources or reports.		
FRIQ24	Provide script-in rules for automatic Sasria premium calculations (Data analytics)	The solution should provide premium analysis and calculations (including exception identification/reporting) for different companies. The user should be able to dump a file on the system and the system recalculates the premiums.		
FRIQ25	Replicate rules (Data analytics)	The solution must be able to replicate rules from a similar source. Record every step of the analysis and have a clear audit trail and this process must be repeatable for future analysis.		

SECTION C: COMPLIANCE DETAILED USER REQUIREMENTS LIST

REF	Requirement	Requirement Description	Indicate Requirements Availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
Compliance Requirements				
FRC1	Provide (all) laws	<p>The solution should provide laws (legislation), including Regulations, Board Notices, Circulars and Directives.</p> <p>NB: Sasria is both a state-owned entity and a short-term insurance company and has several laws applicable to it. Currently Sasria has more than 60 Acts that it needs to comply with. There are also subordinate legislation and guidance notes which it should ensure adherence to. It is therefore difficult to state the actual number as there might be new laws that are passed and are relevant to our business.</p>		
FRC2	Auto update changes to laws	When a law has been updated, the changes should reflect on the system without having to manually capture those laws.		
FRC3	Archive legislation (status prior to amendment)	When a law has been updated, the previous law should be kept in archives for ease of reference.		
FRC4	Provide layman terms for laws	The solution should be able to provide layman terms for sections of legislation. This is just simple language interpretation from that of the section in the Act for it to be easily understood by someone not having a legal background.		

REF	Requirement	Requirement Description	Indicate Requirements Availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
FRC5	Categorize compliance risks	The solution must enable users to categorize compliance risks using the specified criteria.		
FRC6	Capture compliance risks and controls	The solution must enable users to capture compliance risks and their specified controls.		
FRC7	Generate reports and dashboards	The solution must enable management oversight through reporting mechanisms such as reports and dashboards.		
FRC8	Compliance Risk Management Plans (CRMP)	The solution must allow users to import Compliance Risk Management Plans) (CRMPs), (including rating and documenting controls) before monitoring is done. A CRMP is a document that entails the relevant provision of legislation, the risk identified and controls to mitigate the risks.		
FRC9	Provide compliance-based ratings	The solution must be able to provide and categorize compliance risk related ratings (inherent and residual risks to be defined by business).		
FRC10	Tasks, notifications and escalations (issues logged)	The solution must alert users when tasks need to be performed and include automated escalations.		
FRC11	Findings/ observations	The solution must be able to link findings/observations (these are monitored and reported to the relevant committees) and working papers (working papers are		

REF	Requirement	Requirement Description	Indicate Requirements Availability (Response Codes: F, M, D, TP, N/A)	Provide details of how your solution satisfy the user requirements
		used to document the adequacy and / or effectiveness of controls).		
FRC12	Provide audit library (warehouse) – document management	The solution must be able to provide an audit trail of working papers and the type of monitoring conducted, including all documentation used during monitoring.		
FRC13	Provide compliance risk profile	The solution must be able to populate a list of laws identified as being applicable to Sasria.		
FRC14	Dashboard reporting	Provide real-time reporting on previous work, current work and planned work based on the monitoring plan. Provide overall summary of results on previous compliance monitoring.		
FRC15	Define monitoring plan	The solution must enable users to input the annual compliance-monitoring plan.		
FRC16	Define sampling methods	The solution must allow users to define sampling methods.		

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 National Treasury Instruction 03 of 2017/2018: Cost Containment Measures , 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 The following exchange rates as per SARB on 20 May 2019 must be used for quotation, where applicable:

R 14.37 = 1 US dollar

R 18.31 = 1 Pound

R 16.04 = 1 Euro

7 PRICING MODEL

7.1 Software Costs

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

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.

7.2 Implementation Costs

Activity/Deliverable	Resource(s)	Rate/ Hour per resource	Number of hours	Total Cost (VAT Excl.)
Planning				
Analysis				
Customisation / development / configuration				
Testing				
Migration of data				
Training				

Activity/Deliverable	Resource(s)	Rate/ Hour per resource	Number of hours	Total Cost (VAT Excl.)
Change management				
Other Costs (if applicable)				
Disbursements				
Sub-Total (6.2) (VAT Excl.)				

Note: The proposed cost must be inclusive of all required services to complete the implementation as per the requirements of the proposed system and in line with the system requirements as outlined in this RFP document and Business Requirements Document.

7.3 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	Rate per Hour	Number of hours	Total Cost (VAT Excl.)
Support services	Year 1	240	
	Year 2	240	
	Year 3	240	
Sub-Total (7.3) (VAT Excl.)			

7.4 Total Bid Price

Activity/ Deliverable	Amount
Sub-Total (7.1) (VAT Excl.)	
Sub-Total (7.2) (VAT Excl.)	
Sub-Total (7.3) (VAT Excl.)	
Total Bid Price (VAT Excl.)	

Price Declaration Form

Dear Sir,

Having read through and examined the requirements of this RFP No. **2019/10**, and its related conditions, we offer to supply, implement, maintain and support the **Enterprise Governance, Risk and Compliance Tool** as outline 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

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:

- Submission of a valid Tax Clearance Certificate as referenced in Part 2 above;
- Submission of a valid Certificate of Incorporation i.e. CIPC company registration documents as referenced in Part 2 above;
- Submission of a valid B-BBEE verification as referenced in Part 2 above;
- Submission of duly completed Standard Bidding Documents and other requirements, as reflected in this RFP, which cover the following:
 - 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
 - All required documents in line with Part 6 of this RFP

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

All bid responses that do not meet the Mandatory Technical Requirements will be disqualified and will not be considered for further evaluation on the Other Technical Requirements. **The bidder must indicate its compliance / non-compliance to the mandatory requirements.**

The Mandatory Technical Requirements are as follows:

Mandatory Requirement		Comply	Not Comply
1	The proposed Enterprise GRC solution should integrate with, but not limited to, the following Microsoft products: Office 365, SharePoint Online, Project Portfolio Management Tool.		
2	The bidder must be accredited or licensed to supply, implement and support the proposed EGRC application.		
	The bidder must submit documentary proof from the product owner that the bidder is an accredited or licensed product supplier of the proposed EGRC application.		

Phase 2 – Other Technical Evaluation Criteria

Only bidders achieving a minimum score of 70 points will be evaluated further in the next phase. The bidder's proposal should respond comprehensively to the technical evaluation criteria.

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

Item	Criteria	Points
1	<p>The bidder's proposed solution must meet the user requirements stipulated in this RFP document.</p> <p>The bidder must provide a detailed and comprehensive proposal of their EGRC solution, indicating how the proposed solution will meet/satisfy each user requirement.</p> <ul style="list-style-type: none"> • 91-100% (60 points) • 81-90% (50 points) • 70-80% (42 points) • Below 70% (30 points) 	60
2	<p>The bidder must provide the detailed project plan clarifying the implementation approach and specify the below:</p> <ul style="list-style-type: none"> • Work breakdown structure • Milestones • Duration • Resource allocation to tasks • Project phases 	10
3	<p>The experience of the <u>technical lead</u> that will be leading the project:</p> <p>The experience of the technical lead in implementation and support of EGRC solution.</p> <ul style="list-style-type: none"> • ≥10 years' (10 points) • 5-9 years' (7 points) 	10

Item	Criteria	Points
	<ul style="list-style-type: none"> • ≤4 years' (3 points) <p>The bidder must provide a comprehensive CV of the team leader.</p>	
4	<p>Reference Letters</p> <p>The bidder must provide relevant reference letters from clients where the bidder has implemented the proposed integrated EGRC 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.</p> <ul style="list-style-type: none"> • 4 or more reference letters (20 points) • 3 reference letters (15 points) • 2 reference letters (10 points) • 1 reference letters (5 points) 	20
	Total	100

Phase 3 – Solution Demo: The bidders will be given notification of 5 days in advance to prepare for demo.

Item	Criteria	Points
1.	<p>Adherence to requirements</p> <p>The service provider must clearly demonstrate the proposed solution and the compliance to the deliverables and scope of the RFP as described in the detailed requirements. Scoring will be allocated as follows:</p> <ul style="list-style-type: none"> • 91-100% (80 points) • 81-90% (66 points) • 70-80% (56 points) • Below 70% (30 points) 	80
2.	Explain the approach to the project.	10
3.	Reference checks which will include client visits, telephonic / video/ or questionnaire verifications.	10
	Total	100

Note: Bidders that achieved a minimum score of 70 points in Phase 2 of the technical evaluation criteria, will be considered for the next level (Level 3) 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
TOTAL	100 points

6. Part 6 – Required Documents

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

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
- 2.6 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;
- 2.7 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;

- 2.8 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: Mr. Mzi Mavuso

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

Marked for the attention of Mr. Mzi Mavuso

9.1.3 by telefax at (011) 447 8624

Marked for the attention of Mr. Mzi Mavuso

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 atMarked 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 14th (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,

“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 -

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.

Signature for and on behalf of 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

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

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:

Supplier Number	
Unique registration reference number	

BIDDING STRUCTURE

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

REQUIRED INFORMATION

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

If Individual Bidder:	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the following for each partner:	
Partner 1	
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	
Partner 2	
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
Total Black Shareholding % as per the current and valid B-BBEE Certificate				

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 Enterprise Governance, Risk and Compliance Tool within the financial services industry:

Client' Name	Project description	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:

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

