REQUEST FOR QUOTATION

SENTECH INVITES SUPPLIERS FOR:

|  |  |
| --- | --- |
| **Project title:** | ERM and Compliance |
| **Quotation or Proposal no:** | RFQ/ERM and Compliance 6000000627 |
| **RFQ Issue date:** | **13/10/2021** |
| **Non-Compulsory** **Briefing Session** |  |
| **Closing date:** | **22/10/2021** |
| **Closing time:** | **12h00** | **Validity period:**  |  **90 days** |

**You are invited to provide a quote to deliver the goods, services or works defined in the Scope of Work.**

**QUOTATIONS OR PROPOSALS TO BE RETURNED TO:**

|  |  |
| --- | --- |
| **Quotations Administrator**  | **Tumelo Buang** |
| **Telephone no:** |  |
| **E-mail:** | quotations@sentech.co.za  |

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| --- |
| **Form of Offer and Acceptance****Offer** |
| The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the services as stated in the RFQ: Scope of Work |
| The Service Providers, identified in the Offer signature block, has examined the documents listed in the RFQ and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of this RFQ. |
| By the representative of the Service Provider, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Service Provider offers to perform all of the obligations and liabilities of the RFQ under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the RFQ.  |
| **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:** (in words) …………………………………………………………………………..………………………………………………….. ………………………………………………………………………………………………………………….……….Rand; R…………………………………………………(in figures)  |
| **THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE** |
| This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Service Provider before the end of the period of validity stated in the RFQ, or other period as agreed. |

|  |  |  |  |
| --- | --- | --- | --- |
| Signature(s) |  |  |  |
| Name(s) |  |  |  |
| Capacity |  |  |  |
| **For the tenderer:** |  |
| Name & signature of witness | *(Insert name and address of organisation)* |  | Date |  |

|  |
| --- |
| **Acceptance** |
| By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Service Providers Offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of the RFQ. Acceptance of the Service Providers Offer shall form an agreement between the Employer and the Service Provider upon the terms and conditions contained in this RFQ. |
| Deviations from and amendments to the documents listed in the RFQ and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Service Provider and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule. |
| The Service Provider shall within two days of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer’s agent to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the RFQ. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement. |
| Notwithstanding anything contained herein, this agreement comes into effect on the date when the Service Provider receives one fully completed original copy of this document, including the Schedule of Deviations (if any).  |
|  |
| Signature(s) |  |  |  |
| Name(s) |  |  |  |
| Capacity |  |  |  |
| **for the Employer** |  |
| Name & signature of witness | *(Insert name and address of organisation)* |  | Date |

RFQ Data

1. **ADMINISTRATIVE RESPONSIVENESS CRITERIA**

Suppliers are required to ensure that they meet all the Administrative Responsiveness Criteria. Suppliers that do not meet all the Administrative Responsive Criteria may not be awarded this Quote. It is the service provider’s responsibility to ensure that Sentech is in possession of a valid and original tax clearance certificate and a valid B-BBEE Certificate at the time of offer closure.

* 1. Supplier’s providing quotations must be registered on the Sentech Supplier Database.
	2. **Quotations must be in a Company Letterhead.**
	3. Quotations or Proposals must be received on or before the closing date and time specified on the Call for Quotation or Proposal document.
	4. Quotations or Proposals must be fully completed and signed in BLACK ink.
	5. Quotations must be submitted via Email.
	6. The Tenderer undertakes to the Purchaser that it will treat as confidential the terms of this RFQ together with all the Purchaser's confidential information and will not disclose such confidential information to any person, firm or company (other than to its auditors and other professional advisers) or to the media, and will not use such confidential information other than for the purposes of this RFQ, subject always to any prior specific authorisation in writing by the Purchaser to such disclosure or use."
1. **EVALUATION CRITERIA**

The evaluation criteria are stipulated in Section 5. It is the Suppliers responsibility to ensure that it has responded to the evaluation criteria. Failure to meet the evaluation criteria may result in the Supplier being disqualified from being appointed. Suppliers must ensure that they have included all supporting documentation, especially the documentation that may be required to support the response to the evaluation criteria.

1. **BRIEFING SESSION**

**N/A**

1. **RFQ EVALUATION METHOD**

This RFQ will be evaluated as described in the table below.

|  |  |
| --- | --- |
| **Evaluation Method**  | 1. **Stage 1 – Administrative Responsiveness Evaluation**

All the Quotations will be evaluated against the **Administrative responsiveness requirements** as set out in section 2 of the RFQ Data.1. **Stage 2 – Mandatory Evaluation Criteria**

Proposals that are administratively responsive will be evaluated against the Mandatory Evaluation Criteria. Suppliers must COMPLY FULLY with all the Mandatory evaluation criteria in-order to be evaluated further.1. **Stage 3 – Functional Evaluation Criteria**

The proposals that COMPLY with the Mandatory evaluation criteria be evaluated against the Functional Criteria. Suppliers meeting the minimum requirement will be evaluated further.1. **Stage 4 – Price and Preference**

Suppliers with the lowest Price offered will score the highest points. Only Suppliers that submit a valid B-BBEE Certificate can claim preference points in line with the 80/20Suppliers with the highest number of points will be recommended for the award of this quotation, unless there are compelling and justifiable reasons not to do so. |

1. **Evaluation of Price and Preference**

The Service Provider will be evaluated on a points system for Price and Preference as per Preferential Procurement Framework Act of 2000 (Act 5 of 2000).

* 1. **Mandatory Evaluation Criteria**

Service Provider willing to participate in a panel must respond to an applicable Mandatory Eligibility Criteria

|  |  |  |
| --- | --- | --- |
| **SECTION** | **PANELS** | **PLEASE TICK √** |
| **SECTION A** | Risk Maturity Assessment |  |
| **SECTION B** | EXCO and Board Facilitation for Risk assessment Workshops  |  |
| **SECTION C** | Risk, compliance and fraud prevention training and awareness  |  |
| **SECTION D** | Provide compliance resources on secondment |  |
| **SECTION E** | Business Continuity Management |  |

* 1. **Functional Evaluation Criteria**

Evaluation on functionality will be conducted in line with your selection as stated on the Mandatory Criteria

|  |  |  |
| --- | --- | --- |
| **COMPANY EXPERIENCE (Number of years)** | **Points Allocation** | **Proof** |
| * More than 5 Years
 | 40 | Attach your Company Profile |
| * Between 3 to 5 years
 | 20 |
| * Between 1 to 2
 | 10 |
| * Zero Years
 | 0 |
| **PROVEN TRACK RECORD OF COMPANY** | **Points Allocation** | **Proof** |
| * 5 reference letters
 | 30 | Attach customer signed reference letters. |
| * 3 to 5 reference letters
 | 20 |
| * 1 to 2 reference letter
 | 10 |
| * Zero references
 | 0 |
| **CV OF RESOURCES OF PROJECT LEAD** | **Points Allocation** | **Proof** |
| * >5 Resource (s) with more than 5 years’ experience
 | 30 |  |
| * 5 - 10 Resource(s) with 3 – 5 years’ experience
 | 20 | Attach cv of resource(s) |
| * 2 - 5 Resource(s) with 1 – 2 years’ experience
 | 10 |  |
| * Zero references
 | 0 |  |
| **CV PROJECT MANAGER** | **Points Allocation** | Attach cv of resource(s) |
| Project Lead* More than 10 years of experience
 | 20 |
| * Between 5 and 10 years of experience
 | 10 |
| * Less than 5 years of experience
 | 0 |
| **PROPOSED PROJECT METHODOLOGY (Approach, Ability and Capabilities)** | **Points Allocation** | Attach Proposal |
| * Poor – Below the expected standard. It is not clear
 | 0 |
| * Average – Meets requirements and is clear and understandable.
 | 10 |
| * Good – The methodology exceeds expectations of requirements.
 | 20 |
| * Excellent – The methodology exceeds expectations, and the bidder demonstrates that they have lots of knowledgeable in risk assessments
 | 30 |

* 1. **The price / preference weighting applicable for RFQ are as follows:**

| **Price / Preference** | **Points** |
| --- | --- |
| **Preference:** | **20** |
| **Price:** | **80**  |
| **Total must equal:** | **100** |

* 1. **Preference Point allocation – 80/20**

|  |
| --- |
| 80/20 point scoring system |
| **Preference: 20 Points** | **Price: 80 points** |
| Other: B-BBEE Status Level Contributor |  |
| B-BBEE Level  | Number of Points | Price: | 100 % (of 80) |
| 1 | 20 | Quality / Functionality: | 0 % (of 80) |
| 2 | 18 |  |
| 3 | 14 |  |
| 4 | 12 |  |
| 5 | 8 |  |
| 6 | 6 |  |
| 7 | 4 |  |
| 8 | 2 |  |
| Non-Compliant contributor | 0 |  |
|  | Total must equal: | **100% (of 80)** |

* 1. **Price Calculation 80/20**

The following formula will be used to calculate the points for price.

Ps= 80 1- (Pt – Pmin)

 Pmin

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

* 1. **Scope of Work**

**APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO PROVIDE RISK MANAGEMENT AND COMPLIANCE SERVICE TO SENTECH FOR A PERIOD OF TWO (02) YEARS.**

* 1. **BACKGROUND**

SENTECH is a state-owned company and is the largest broadcasting signal distributor in South Africa. SENTECH is a licensed Electronic Communications Network Service provider in South Africa. It currently operates many telecommunication networks for Satellite, Television, Radio, Internet and more. As such, SENTECH is a global enabler of broadcasting and digital content delivery.

SENTECH is para-statal with 491 permanent staff and approximately 65 temporary staff members. SENTECH mainly supplies services to the license broadcasters. SENTECH is looking to appoint a panel of service providers to provide risk management and compliance services as and when required for a period of two (02) years.

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| --- | --- |
| **Scope of Work** | **The following provider capabilities are essential**: 1. Risk Maturity assessments
2. Risk Management effectiveness assessments
3. Facilitation of EXCO and Board risk assessment workshops
4. Risk, compliance and fraud prevention training and awareness. Training content for all aspects of Risk management, Compliance, Fraud prevention and awareness including but not limited to the following:
* Risk identification and monitoring
* Risk Reporting
* Risk Management planning
* Risk Management for non-risk managers
* Risk Management for Risk Champions
* Board and Executive risk management
* Project Risk Management
* Compliance Management in risk management
* Risk Management for internal Auditors
* Compliance Risk Management Plan
* Fraud Prevention Awareness
* Fraud Risk Assessment
* Ethics risk assessment
* Development and implementation of risk appetite and tolerance levels
1. Provide risk management resources on secondment when required. Candidates/ resources deployed to SENTECH must have amongst others
* Experience in Enterprise Risk Management (ERM) and Compliance at a managerial level.
* National Diploma/Degree in Risk/ Internal Audit/ Business Management.
* Knowledge and experience on the Public Finance Management Act (PFMA)
* Knowledge and experience of Risk Management Frameworks
1. Provide compliance resources on secondment when required. Candidates/ resources deployed to SENTECH must have amongst others
* Experience in Compliance Management at a managerial level.
* National Diploma/Degree in Risk/ Internal Audit/ LLB/ BCom Law.
* Knowledge and experience on the Public Finance Management Act (PFMA)
* Knowledge and experience of Generally Accepted Compliance Frameworks
1. Business continuity management
* Extensive CV highlighting qualifications of two Candidates responsible for the project. The candidates must have
* Experience in development of business continuity policy and framework.
* Development and implementation of Business continuity and disaster recovery plan.
* Knowledge and experience on the Disaster Management Act and NKP Act and its regulations.
* Experience and facilitation of BIA and BC risk assessments.
1. Experience of the service provider in both Private and Public Sector in providing the services mentioned above.
 |
| **Terms and Conditions** | SENTECH reserves the right to * Extend the closing date.
* Verify any information contained in a response.
* Request documentary proof
* Cancel or withdraw the requirement
* To limit communications to only those Service Providers who meets the requirements.
* This request will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the SCC conflict with the GCC, the SCC shall prevail.
* The successful Service Provider may only enter into a subcontracting arrangement with the approval of SENTECH. The successful Service Provider may not subcontract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Service Provider concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
* SENTECH reserves the right to request a BBBEE transformation plan with clearly defined timelines and milestones if the recommended Service Provider does not meet SENTECH’s transformation goals. These milestones must be achieved over the term of the contract. This transformation plan shall be submitted within 10 working days from the written request, failing which SENTECH reserves the right to withdraw its appointment of the preferred recommended Service Provider.
* SENTECH shall have the right, at its sole and exclusive discretion, upon written notice to the Service Provider, to terminate this Agreement, in whole or in part should the SERVICE PROVIDER fail to perform any of its obligations or deliver any deliverable timeously or should SENTECH not be satisfied with the quality of any service/s in terms of this Agreement, to the satisfaction of SENTECH.
* SENTECH shall furthermore have the right, as a result of such termination, to appoint a third party to perform the obligations of the Service Provider in terms of the Agreement and the Service Provider indemnifies SENTECH against all costs incurred by SENTECH in appointing such third party to fulfil the obligations of the Service Provider.
* SENTECH shall have the right, at its sole and exclusive discretion, to terminate this Agreement, at any time, upon 30 (thirty) days’ written notice to the Service Provider.
* SENTECH reserves the right to conduct supplier due diligence at any time pre, during and post the contract period. This may include announced or unannounced site visits.
* Key resource provided in response should be engage in the project, should there be resource changes the resource levels must be equivalent to the resources in the proposal, with notice and acceptance by SENTECH be understood as special condition of contract.
* Service Level Agreement will be signed with the successful Service Provider.
* SENTECH will renew the contract (If deemed necessary) annually based on satisfactory performance review.
 |
| **Functionality Criteria** | **Stage 1**Administrative Evaluation**Stage 2**Mandatory evaluation**Stage 3**Functional evaluation**Stage 4**Price and Functionality**MANDATORY CRITERIA**Service Provider willing to participate in a panel must respond to an applicable Mandatory Eligibility Criteria

|  |  |  |
| --- | --- | --- |
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**FUNCTIONALITY CRITERIA**Evaluation on functionality will be conducted in line with your selection as stated on the Mandatory Criteria

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 |

**PRICING**

**Price List**

|  |  |  |
| --- | --- | --- |
| **Description** | **Rate** | **Month total** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | Sub Total |  |
|  | Total (Including vat) |  |