

Bidder's Information: The Manager/Director

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Dear Sir/Madam

INVITATION TO BID: SCM 21/2023/SANC: APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT AND DEPLOYMENT OF A MEMBERSHIP MANAGEMENT SYSTEM (MMS) FOR A PERIOD OF THREE (3) YEARS AND PROVIDE SUPPORT AND MAINTENANCE FOR A PERIOD OF FIVE (5) YEARS

The South African Nursing Council invites bidders to participate and submit bids/proposals for the appointment of a service provider for the development and deployment of a Membership Management System (MMS) for a period of three (3) years and provide support and maintenance of a Membership Management System (MMS) for a period of five (05) years.

You are requested to complete the tender documents and submit them in accordance with the stipulations mentioned hereunder.

1. The conditions contained in the attached annexures apply.
2. The bid must be deposited inside the **tender box** using the following two (2) methods of submission on or before the closing date and time **(31 January 2024 at 12h00)**.
 - 2.1. **Envelope 01:** This envelope is for technical/administrative documents only- one (01) original document. **Envelope 02:** This envelope is for pricing only, i.e., pricing schedule and/or the formal quote by the bidder - one (01) original.
 - 2.2. The bidder is also required to submit the bid (technical and Price proposals) in a **USB flash drive**.
3. The attached forms/annexures, if completed in detail and returned, will form part of your bid submission.



Cecilia Makiwane Building,
602 Pretorius Street, Arcadia, Pretoria 0083
Private Bag X132, Pretoria 0001,
Republic of South Africa



Tel: 012 420 1000
Fax: 012 343 5400
SANC Fraud Hotline: 0800 20 12 16



website: www.sanc.co.za

4. Please take note that, this bid will be evaluated in terms of 80/20 Preference Point System.
5. All communication should be made using an email, the cut-off date for all enquiries will be at 12h00 on 20 January 2024.
6. Bid documents must be deposited inside the tender box situated at SANC Reception, Cecilia Makiwane Building, 602 Pretorius Street, Arcadia, Pretoria, 0083 before or on the closing date and time on 31 January 2024 at 12h00 South African time.

DIRECTIVE TO BIDDERS ON COMPLETION OF STANDARD BIDDING DOCUMENT FORMS OF BID PROPOSAL

1. The purpose of this document is to guide bidders on the completion of standard bidding document forms of the SANC bid.
2. The dates on all standard bidding documents must be a date which is within the bid advertising period.
3. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder).

DOCUMENT	DIRECTIVE	COMPLIED/ NOT COMPLIED
Invitation to Bid	The bidder is required to complete this document in full and be signed off. The bidder must tick (circle/erase) "YES OR NO" on this document. The bidder may not ignore any clause and/or write "not applicable (N/A)" unless it is the only option available, e.g., are you a foreign based supplier for the goods/servicers/works offered? If the answer is no, then on the questionnaire to bidding foreign suppliers. The bidder may write N/A.	
Bidder's Disclosure	This document must be completed in full and be signed off. The bidder must tick (circle/erase) "YES OR NO" on this document and indicate not applicable where necessary. The bidder must disclose if the company or any of its directors have an interest in other companies whether they bid or not. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and attached to the bidder's disclosure form. Information captured must be in line with what is captured in the central supplier database.	
Central supplier database report	The bidder must attach a Central Supplier Database report printed from https://secure.csd.gov.za/	
Preference points claim form	The bidder must fully complete this document and sign off. The bidder must allocate correct preference points, the preference points claimed will be verified using the following: <ul style="list-style-type: none"> - Identity Documents - Broad-Based Black Economic Empowerment Certificate (B-BBEE certificate) - Companies and Intellectual Property Commission disclosure certificate - medical report for disability ownership The bidder must submit the documents above to qualify for preference points.	
Pricing schedule	The bidder must complete the supplied pricing schedule and sign-off. The bidder may add other applicable costs which may not be covered by the SANC pricing schedule. In addition, the bidder must submit a detailed price quotation on the company letterhead.	
Bid proposal	The bidder must submit a detailed bid proposal in line with the specifications/terms of reference	

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NURSING COUNCIL					
BID NUMBER:	SCM 21/2023/SANC:	CLOSING DATE:	31 JANUARY 2024	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT AND SUPPORT AND MAINTENANCE OF A MEMBERSHIP MANAGEMENT SYSTEM (MMS) FOR THE SOUTH AFRICAN NURSING COUNCIL FOR A PERIOD OF FIVE (5) YEARS				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Tender Administration		CONTACT PERSON	Mr Johan Hattingh	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
E-MAIL ADDRESS	tenders@sanc.co.za		E-MAIL ADDRESS	jhattingh@sanc.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

DATE:

SPECIAL REQUIREMENTS OF REQUEST FOR BIDS

1. CONTRACT PERIOD

- 1.1** The contract period stipulated in the terms of reference/ specification is considered a valid contract period.
- 1.2** SANC reserves the right to extend or cancel the contract, pending available funding and satisfaction with service delivery.

2. ACCEPTABLE BIDS/OFFERS

- 2.1** The SANC may request interviews/presentations/pitching sessions with shortlisted Suppliers/ service providers before the final selection is made.
- 2.2** The SANC will not be liable for any cost incurred by a supplier /service provider in the process of responding to this bid, including on-site presentations and the preparation of the proposal.
- 2.3** The SANC will not consider any late quotations. All bids submitted after the stipulated closing date and time will not be disqualified.
- 2.4** Any effort by the supplier/ service provider to influence bid evaluation members, bid comparisons or bid award decisions in any manner, will result in rejection of the bid concerned.
- 2.5** The successful supplier/ service provider will be informed in writing with an appointment letter or per an official order.
- 2.6** **The bids have a validity period of 120 days from date of closure.**
- 2.7** Where it is discovered that an advantaged company used a disadvantaged person, as a “front” to acquire a bid, such company will be disqualified, and the bid shall be withdrawn.
- 2.8** Only bids complying with all requirements as stipulated in the Terms of Reference/Scope of Work or Specification will be regarded as acceptable.
- 2.9** Bids will be evaluated based on mandatory requirements, functionality (if applicable), Specific goals and other conditions stipulated in the terms of reference/ specification.
- 2.10** The supplier/ service provider must submit all requirements indicated in the bid documents at the closing date and time of the request for the bids. Supplier/ service provider who fail to comply with any of the mandatory and other requirements will be disqualified.

3. SUBMISSION OF BIDS/ RETURNABLE DOCUMENTS

- 3.1** The supplier/ service provider will be required to submit their bids /proposals in a tender box situated at the Reception of the Cecilia Makiwane Building.
- 3.1.1** Tenderers are required to submit a completed request for quotation pack (this documents),

including:

- a) Duly completed and signed bid documents.
 - b) Adherence to requirements relating to all returnable documents will prove compliance with specific requirements as stipulated in the terms of reference at the closing date and time.
- 3.2** Any supplier/ service provider who fails to comply with any requirement of the bid, at the discretion of the evaluation team, will be regarded as non-compliant and as a result be rejected.

4. PAYMENTS

- 4.1** SANC undertakes to pay delivery validated invoices in full within thirty (30) days from the invoice date or upon agreed payment intervals as accepted in the contract. All invoices should be sent to the following email address: sancinvoices@sanc.co.za.
- 4.2** No invoices for outstanding deliverables or for any unproductive or duplicated time spent by the service provider will be validated for payment.
- 4.3** Invoices should be emailed, or hand delivered to SANC timeously.
- 4.4** The invoices should be original and must be accompanied by an inspection certificate and/or proof of delivery.

5. SUPPLY / DELIVERY VALIDATION

- 5.1** The certificate and the related report of delivery/installation/ progress milestone/commissioning will be validated by a SANC representative prior to payment of final invoices.

6. TAX COMPLIANCE REQUIREMENTS

- 6.1.** It is a condition of this bid that the tax matters of the successful supplier/ service provider are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tax obligations.
- 6.2.** The Tax Compliance status requirements are also applicable to potential foreign suppliers, service providers or individuals who wish to submit the bid.
- 6.3.** It is a requirement that a supplier/ service provider grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the contract disclose the tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 6.4.** The Suppliers/ service providers are required to be registered on the Central Supplier Database (CSD) and the SANC shall verify the tax compliance status through the CSD or through SARS.
- 6.5.** Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the CSD or through SARS.

6.6. The supplier/ service provider who are not tax compliant will be notified of their non-compliant status and be given seven (7) calendar days to rectify their tax compliance status with SARS, failure your bid will be disqualified.

6.7. The SANC will not award a bid to any supplier/ service provider whose tax matters are not in order.

7. VALUE ADDED TAX

7.1. All contract prices are inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax. Companies not registered in terms of Value Added Tax, may not claim VAT on invoices.

8. NEGOTIATIONS

8.1. The SANC to negotiate with one or more preferred supplier(s)/ service provider(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other supplier(s)/ service provider(s) who have not been awarded the status of the preferred supplier(s)/ service provider(s).

9. PRICE QUALIFICATION

9.1. Prices for this contract are firm.

9.2. All prices shall be quoted in South African rands (ZAR).

9.3. The bid prices shall be given in the units shown and will be awarded as a whole, not per item.

9.4. **Prices must be inclusive of delivery cost and all taxes.**

9.5. Please note that the foreign exchange risk in case of imported goods and service is for the account of the supplier/ service provider.

9.6. Non-firm prices (including prices subject to the rate of exchange variation) will not be considered.

9.7. No changes or extensions or additional ad-hoc costs are accepted once the contract has been awarded and/or signed.

9.8. Detailed information is optional and is provided as Annexures to the details of the bid.

10. COMMUNICATION

10.1. Communication will only be restricted to Supply Chain Management Officials.

10.2. The South African Nursing Council may request clarification in writing regarding the information provided by bidders. Supplier(s)/ service provider(s) are to supply the required information within the specified period. Failing to do so will **invalidate** your bid.

11. INTELLECTUAL PROPERTY

- 11.1. All the information contained in this document is intended solely for the purpose of assisting supplier(s)/ service provider(s) to prepare their bid. Any use of the information contained herein for another purpose than those stated in this document is prohibited.
- 11.2. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the SANC to the supplier(s)/ service provider(s), both successful and unsuccessful, remain the property of the SANC.

12. SUPPLIER DUE DILIGENCE

- 12.1. SANC may conduct due diligence to all shortlisted supplier(s)/ service provider(s) to identify their specific capabilities and financial stability.
- 12.2. The SANC may visit the premises of the supplier(s)/ service provider(s) or that of their suppliers.
- 12.3. Some of the key elements that should be documented and included during the comprehensive supplier analysis/due diligence include: the current workload of the supplier, cost structure of the BID, the financial status of the supplier(s)/ service provider(s) the previous customer satisfaction levels, the support capabilities, their relative strength, weaknesses and core capabilities, how SANC fits into the supplier(s)/ service provider(s) business and how the supplier(s)/ service provider(s) is viewed by the public, etc.
- 12.4. Supplier(s)/ service provider(s) may be required to provide names of traceable references who may also be visited to confirm their testimonials.

13. DISPUTES

- 13.1. The relevant bidder agrees that should any dispute arise from the contract, the matter shall be submitted to the relevant authority for a ruling and such ruling shall be final.

14. PREFERENCE POINTS CLAIM (SPECIFIC GOALS)

- 14.1. Proof of Specific goals Ownership and verification may be conducted in various forms including but not limited to the following documents namely: - CIPC documents, valid copy of B-BBEE certificate, copy of Identity document, medical report for disability ownership and declaration letter signed by the tenderer. Failure to attach proof, the tenderer will be allocated 0 points on specific goals.

15. JOINT VENTURE/ TRUST/ CONSORTIUM

- 15.1. A trust, consortium or joint venture must submit an agreement to be recognized as an entity.
- 15.2. A trust, consortium or joint venture will qualify for points for their specific goals as a legal entity, provided that the entity submits their B-BBEE status level certificate. CIPC documents, copy of Identity document, medical report for disability ownership and declaration letter signed by the

tenderer. Failure to attach proof, the tenderer will be allocated 0 points on specific goals.

TERMS OF REFERENCE (TOR)

APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT AND SUPPORT AND MAINTENANCE OF A MEMBERSHIP MANAGEMENT SYSTEM (MMS) FOR THE SOUTH AFRICAN NURSING COUNCIL FOR A PERIOD OF FIVE (05) YEARS

1. PURPOSE

- 1.1. The South African Nursing Council (SANC) hereby invites Bids for the development and deployment for a three (3) year period and provide support and maintenance of an MMS for a five (5) year period in accordance with the requirements as set out in this document which will be subject to an annual performance review.
- 1.2. The service provider must be willing to and be capable of extending, based on mutually acceptable contractual terms being agreed to between the parties after the initial five-year period if so, required by the SANC.

2. OBJECTIVES

- 2.1 The following objectives are to be met during the execution of the project and will be regarded as key success factors:
 - 2.1.1. Improve current business processes to attain the business objectives and achieve maximum compliance to policies, other prescripts, and best practice.
 - 2.1.2. Implemented solution that is scalable to accommodate future growth of the organisation.
 - 2.1.3. Implemented solution that is a fit to the business requirements.
 - 2.1.4. Implemented solution which accommodate changes and future system enhancements.
 - 2.1.5. The solution integrates to other current and future business applications via standard industry interface protocols.
 - 2.1.6. Data migration is to be accurate and complete.
 - 2.1.7. Ensure data integrity and data security by implementing quality control procedures at data entry levels.
 - 2.1.8. Provide a single view of the SANC information.
 - 2.1.9. Ensure that comprehensive reports are drawn from a single source using any

formats as required.

- 2.1.10. Provide a secure authentication functionality that allows for login and authorization based on user roles.
- 2.1.11. Provide training and skill transfer to SANC personnel (End-users and technical team).
- 2.1.12. Attend monthly and quarterly meetings and provide minutes of the meetings within a stipulated agreed time frames.

3. BACKGROUND

3.1. The SANC Information and Communication Technology (ICT) environment:

- 3.1.1. This section provides the potential bidder with the current ICT capability that is available at the SANC and is in line with the implementation of the MMS project.

3.1.1.1 The system will be initially deployed and hosted at the SANC's ICT environment, which is located at Cecilia Makiwane Building, 602 Pretorius St, Arcadia in Pretoria and all related maintenance and support services will be delivered at the SANC.

- 3.1.2. The system may at a later stage, during the deployment thereof or during the five (5) year maintenance and support contract period be hosted at a third party (Cloud) and it is a requirement that the proposed solution can be hosted at a third party (Cloud) and that the bidder will be able to migrate the system to the cloud and deliver the required support and maintenance.

3.1.1.2 Any associated cost implications to migrate the system to cloud must be agreed to by both parties.

3.2. The SANC intends deploying the MMS, which will assist the organisation in achieving the following:

- 3.2.1. Compliance with best practice membership management principles,
- 3.2.2. Scalability and flexibility of system design to align with future growth,
- 3.2.3. Acceptable cost of ownership of the product,
- 3.2.4. Flexibility pertaining to process definition and changes,
- 3.2.5. Stakeholder access to relevant data and processes, and
- 3.2.6. Productivity and efficiency improvements.

- 3.3. The SANC is looking to identify and possibly appoint / contract with a Partner/Bidder who can demonstrate a history of similar project complexity and size successes and who is able to provide the resources (human and other) for the complete project life cycle and other services contracted for.
- 3.4. The SANC is mandated to administer and manage the legislatively regulatory affairs associated with registration, certification, education, Continuing Professional Development (CPD) and practice standards for approximately 300 000 nursing practitioners and students. The nursing practitioners are employed by various public and private employers across a number of industries within South Africa and abroad. Some practitioners practice within their private capacity. It is estimated that the local employer's amount to approximately 500 entities. The database of practitioners is estimated to contain approximately 450 000 member records.
- 3.5. Nursing practitioners are trained at a number of Nursing Education Institutes (NEI's) who are formally accredited by SANC, on a number of programs which differ in duration. The programs are directly associated with the various categories of nursing practitioners. It is a legislative requirement that all nursing practitioners be registered with the SANC to practice. The SANC is also legislatively mandated to accredit and conduct monitoring and evaluation to all accredited NEIs. The SANC manages the student records of approximately 30 000 active students and maintains records of approximately another 150 000 legacy student records.
- 3.6. The SANC embarked on a change program which includes the requirement to replace the current nurse registry system with the new MMS, which is designed to effectively, efficiently and cost appropriately manage the membership processes of its stakeholders – notably the:
 - 3.6.1. Registered nursing practitioners,
 - 3.6.2. Student nurses,
 - 3.6.3. Accredited Nursing Education Institutions,
 - 3.6.4. Recognised CPD training providers,
 - 3.6.5. Employers, and
 - 3.6.6. Other regulatory or nursing stakeholders.

- 3.7. The required solution will need to be able to integrate in real time with external financial solutions for:
- 3.7.1. Debtors' management,
 - 3.7.2. Sales and inventory management,
 - 3.7.3. Customer Relations Management (CRM) System,
 - 3.7.4. E-commerce banking Merchant Services.
- 3.8. The required solution will need to, as part of the proposed solution include and be able to provide the following detailed functional capabilities (not excluding the requirements as set out further below in this RFP):
- 3.8.1. Event management,
 - 3.8.2. Recording of standardized Licensure Examinations outcomes and general training assessment outcomes as obtained through integration with external training providers to obtain information.
- 3.9. The SANC employees are to be authenticated via the Active Directory to gain access to the solution and non-SANC staff / stakeholders are to be authenticated using an off-premises portal which will be incorporated into the SANC Web Page.
- 3.10. The SANC has access to up to 400 Mbps primary and secondary WAN links.
- 3.11. The desktop operating systems standard for the SANC is Windows 10 and 11 Enterprise professional. The SANC currently operates on a Microsoft Office 365 E5 license and Exchange online.
- 3.12. The SANC adopted the VMware ESXI virtualisation as its standard.
- 3.13. The SANC is currently using a combination of a separate backup server and Veeam for backup. It must be noted that the SANC is on a Cloud backup journey which is planned to be rolled out during the 2024/25 financial year.
- 3.14. SANC has deployed a blade server and SAN environment, connected to the network environment with a 10Gbps connectivity, which consist of the following:
- 3.15. The legacy nursing register system, which is the core business system of the SANC where data will be migrated from, is an IBM System/38.

3.16. It will be a requirement that the MMS solution be able to, amongst general capabilities facilitate integration with other 3rd party solutions such as:

- 3.16.1. SAGE 300 ERP,
- 3.16.2. SANC Webpage,
- 3.16.3. Ecommerce banking Marchant services,
- 3.16.4. Hosted Bulk email services,
- 3.16.5. Hosted Bulk-SMS services, and Queue Management system.

4. SCOPE OF WORK

4.1. Supplier-Managed MMS Development Services

4.1.1. The following describes the Services expected from the Service Provider to develop and integrate the MMS into the SANC environment. These services are:

- 4.1.1.1 MMS Strategy, Architecture and Planning,
- 4.1.1.2 Business Requirements Definition,
- 4.1.1.3 Solution Design Specifications,
- 4.1.1.4 MMS Package Configuration and Development,
- 4.1.1.5 Solution Integration and Testing,
- 4.1.1.6 Implementation and Data Migration,
- 4.1.1.7 Software Configuration Management,
- 4.1.1.8 Change Management,
- 4.1.1.9 Training and Knowledge Transfer,
- 4.1.1.10 Documentation, and
- 4.1.1.11 Resource Management Services.

4.1.2. Supplier-Managed MMS Maintenance Services

- 4.1.2.1 MMS critical care post the deployment of the Minimal Viable Product (MVP).
- 4.1.2.2 MMS maintenance and support services are the activities associated with repairing defects and developing minor functional enhancements for production Application systems.
- 4.1.2.3 Application maintenance and support services include all life-cycle

support activities as applicable. Additionally, Application maintenance services consist of the services described in the following subsections.

4.1.2.4 This document is further describing the Run/On Going Services expected from the Service Provider to maintain and support the to be integrated MMS into the SANC environment. These services are:

- 4.1.2.4.1 General Maintenance,
- 4.1.2.4.2 Perfective Maintenance,
- 4.1.2.4.3 Release Packaging,
- 4.1.2.4.4 Technical and End-User Support,
- 4.1.2.4.5 Training,
- 4.1.2.4.6 Documentation,
- 4.1.2.4.7 Monitoring, Reporting and Review Services, and
- 4.1.2.4.8 Planning and Analysis.

4.1.2.4.9 The repair of defects not identified during a warranty period to enable applications that are in production to provide the required functionality and to meet service levels. Full recovery of the system is to be completed unless otherwise approved by SANC and is to cover files/deliverables, such as:

- 4.1.2.4.9.1 User interface changes,
- 4.1.2.4.9.2 Changes to system interfaces,
- 4.1.2.4.9.3 MMS functional changes,
- 4.1.2.4.9.4 Recommend database changes related to enhancements,
- 4.1.2.4.9.5 Modification to standard query structure, and
- 4.1.2.4.9.6 Report development.

4.1.2.4.10 Other Maintenance activities cover events, which if not addressed proactively, could impact MMS MVP or Modules in production, such as:

- 4.1.2.4.10.1 Changing business volumes,
- 4.1.2.4.10.2 Staying on the most current release or as directed by SANC,
- 4.1.2.4.10.3 Application of system patches,

- 4.1.2.4.10.4 Proactive performance tuning,
 - 4.1.2.4.10.5 Proactive archiving,
 - 4.1.2.4.10.6 Pre-production execution simulation, and
 - 4.1.2.4.10.7 Special testing for events.
 - 4.1.2.4.11 Maintenance activities also deal with ensuring that the MMS performance is not affected by changes to interfacing applications, new MVP's or Modules or packages and technical environment changes, which if not addressed proactively, could impact MMS MVP's or Modules in production, such as:
 - 4.1.2.4.11.1 Upgrades of operating software,
 - 4.1.2.4.11.2 New/changed equipment,
 - 4.1.2.4.11.3 Interface changes, and
 - 4.1.2.4.11.4 Perfective Maintenance.
 - 4.1.2.4.12 Perfective Maintenance activities ensure that applications operate at peak efficiency with particular focus on areas such as:
 - 4.1.2.4.12.1 System CPU hours,
 - 4.1.2.4.12.2 General performance tuning,
 - 4.1.2.4.12.3 Storage space,
 - 4.1.2.4.12.4 Response time,
 - 4.1.2.4.12.5 Archiving,
 - 4.1.2.4.12.6 Database performance tuning, and
 - 4.1.2.4.12.7 Release Packaging.
- 4.1.3. Other Requirements
 - 4.1.3.1 Combination of Defined reports and Dynamic Reports for all MVP's or Modules.
 - 4.1.3.2 All MVPs or Modules should integrate with each other.
 - 4.1.3.3 System should integrate with other systems through Application Programming Interface (API)
 - 4.1.3.4 System processes should be automated through the use of workflows.
 - 4.1.3.5 Training to be conducted for end users, super users and system administrators for all MVP's or Modules.

- 4.1.3.6 A training plan for all end user, super users, and system administrators.
- 4.1.3.7 Import and Export capability to excel, CSV, PDF and etc for all reports.
- 4.1.3.8 The System should comply with Protection of Personal Information Act (POPIA)
- 4.1.3.9 Accurate and complete data migration

4.2. Appropriate Information Security Functionalities to Include:

- 4.2.1 Confidentiality, integrity, and availability of information during processing, at rest and during transmission.
- 4.2.2 Implementing audit logs recording of critical employee activities, exceptions, and information security events.
- 4.2.3 Implementing role-based access to reduce the risk of unauthorised, unintentional, or intentional view of information assets.
- 4.2.4 Providing disaster recovery capabilities.
- 4.2.5 Regular maintenance which includes the necessary software patches.
- 4.2.6 The solution must display appropriate error alerts.
- 4.2.7 Implementation of segregation of duties.
- 4.2.8 Integration with Active Directory and single login functionality.
- 4.2.9 New external user creation must provide a One Time Pin (OTP) validation capability through SMS and/or email.
- 4.2.10 Password creation and reset must be validated through OTP.
- 4.2.11 Provide a secured and an easy-to-use checkout.

5. DELIVERABLES

5.1. The key deliverables and outputs expected from the software solution are as follows:

5.1.1. Development of the MMS with the following MVP or Modules:

5.1.1.1. Registration MVP

5.1.1.1.1 Registration MVP consist of the following processes:

5.1.1.1.1.1 Student Registration Process (Annexture A1.1)

- 5.1.1.1.1.2 Student Termination process (Annexure A1.2)
- 5.1.1.1.1.3 Student Completion and Conversion Process (Annexure A1.3)
- 5.1.1.1.1.4 Student Completion and Conversion Process (CommServe) ((Annexure A1.4)
- 5.1.1.1.1.5 Additional Qualification Process (Annexure A1.5)
- 5.1.1.1.1.6 Certificate Replacement
- 5.1.1.2. Removals & Restorations & APC MVP
- 5.1.1.2.1 Removals & Restorations & APC consist of the following processes:
 - 5.1.1.2.1.1. Automatic Removal Process (Annexure A2.1)
 - 5.1.1.2.1.2. Voluntary Removal Application Submission (Annexure A2.2)
 - 5.1.1.2.1.3. Manual Removal Application Processing (Annexure A2.3)
 - 5.1.1.2.1.4. Restoration Application Processing (Annexure A2.4)
 - 5.1.1.2.1.5. APC Renewals Auto-Invoicing (Annexure A2.5)
 - 5.1.1.2.1.6. Normal APC Renewals Processing (Annexure A2.6)
- 5.1.1.3. Examination and Qualifications MVP
 - 5.1.1.3.1 Examination and Qualification MVP consist of the following processes:
 - 5.1.1.3.2 NEI Student Exam Registration (Annexure A3.1)
 - 5.1.1.3.3 Examiner Sets Exam (Annexure A3.2)
 - 5.1.1.3.4 Moderation of question papers
 - 5.1.1.3.5 Marking of scripts
 - 5.1.1.3.6 Moderation of marked scripts
 - 5.1.1.3.7 Publication of results
 - 5.1.1.3.8 Exam Remark Applications Submission (Annexure A3.3)
 - 5.1.1.3.9 Exam Remark Processing (Annexure A3.4)
 - 5.1.1.3.10 Publication of re-mark results
- 5.1.1.4. Foreign members MVP
 - 5.1.1.4.1. Foreign members MVP consist of the following processes:
 - 5.1.1.4.1.1. Foreign Member Application for Elective Practica, Research and Volunteer (Annexure A3.5)

- 5.1.1.4.1.2. Review of Verification Documents for Employment (Annexure A3.6)
- 5.1.1.4.1.3. SANC Review of Verification Document for Post Graduate Studies (Annexure A3.7)
- 5.1.1.4.1.4. Foreign Member and Refugee Application for Exam – Employment (Annexure A3.8)
- 5.1.1.4.1.5. Migrant Nurse Application for Verification and Transcripts (Annexure A3.9)

5.1.1.5. Nursing Education Institutions (NEI's) MVP

5.1.1.5.1. NEI's MVP consist of the following processes:

- 5.1.1.5.1.1. NEI Accreditation LOI Submission (Annexure A4.1)
- 5.1.1.5.1.2. NEI Accreditation Application Submission (Annexure A4.2)
- 5.1.1.5.1.3. SANC NEI Audit Visit Planning (Annexure A4.3)
- 5.1.1.5.1.4. SANC Audit Visit Executive (Annexure A4.4)
- 5.1.1.5.1.5. SANC NEI Audit Visit Findings (Annexure A4.5)
- 5.1.1.5.1.6. Review Report by Council Structure (Annexure A4.6)
- 5.1.1.5.1.7. SANC NEI Investigation (Annexure A4.7)
- 5.1.1.5.1.8. SANC NEI Automatic De-Accreditation (Annexure A4.8)
- 5.1.1.5.1.9. SANC NEI Annual Review Auto-Generation (Annexure A4.9)
- 5.1.1.5.1.10. NEI Voluntary De-Accreditation Submission (Annexure A4.10)
- 5.1.1.5.1.11. SANC NEI Clinical Facilities Data Maintenance (Annexure A4.11)

5.1.1.6. CPD MVP

- 5.1.1.6.1. CPD MVP Consist of the following processes:
 - 5.1.1.6.1.1. CPD Registration (Annexure A5.01)
 - 5.1.1.6.1.2. CPD Login (Annexure A5.02)
 - 5.1.1.6.1.3. Practitioner Activity Application (Annexure A5.03)
 - 5.1.1.6.1.4. Practitioner View Activity Application (Annexure A5.04)
 - 5.1.1.6.1.5. Submit Declaration of Compliance (Annexure A5.05)
 - 5.1.1.6.1.6. View Accumulated CPD Points (Annexure A5.06)
 - 5.1.1.6.1.7. CPD Provider Apply for SANC Recognition (Annexure A5.07)
 - 5.1.1.6.1.8. SANC CPD Provider Register Training Activities (Annexure A5.08)
- 5.1.1.6.2. Case Management MVP
- 5.1.1.6.3. Case Management MVP Consist of the following processes:
 - 5.1.1.6.3.1. SANC Complainant Submission (Annexure A6.01)
 - 5.1.1.6.3.2. Prelim Review (Annexure A6.02)
 - 5.1.1.6.3.3. Professional Conduct Committee Review (Annexure A6.03)
- 5.1.1.7. Enterprise Document Management MVP using SharePoint.
 - 5.1.1.7.1. The development of the Enterprise Document Management should include the following:
 - 5.1.1.7.1.1. The migration of data and document indexing configuration from the current SANC Document Management System.
 - 5.1.1.7.1.2. The integration with the Cannon scanning software.

6. REQUIRED COMPETENCIES

- 6.1. The service provider must have implemented successfully at least three (3) Custom Software development projects over the past 10 Years.
- 6.2. The service provider must have resources with the requisite level of skill, integrity, and professional competence to deliver the project successfully at all times.

7. SERVICE PROVIDER FEES

- 7.1. The agreement will consider (but may not be limited to):
 - 7.1.1. The standard fee structures of the custom developed solution.
 - 7.1.2. Training, education, and skills transfer.
 - 7.1.3. Support and maintenance.
 - 7.1.4. All fees quoted must include VAT.

8. BIDDER PERFORMANCE MANAGEMENT

- 8.1. The successful bidder shall, upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the SANC, which will form an integral part of the contract. The SLA will serve as a tool to measure, monitor, and assess the bidder performance to be measured based on milestones and ensure effective delivery of service, quality and value-add to SANC's business.

9. DEPLOYMENT APPROACH

- 9.1. The SANC will require that the successful bidder shall strictly adhere to SANC implementation methodology.
- 9.2. The SANC will require that the vendor provide for costs, at its expense, associated with an independent review and reporting to the SANC as to the quality, completeness, effectiveness, scheduling, cost optimisation and fit for purpose/alignment with SANC business requirements monthly.

9.3. The SANC will require that the successful bidder shall provide the critical care for a period of three (03) months on in-scope functionality delivered by the bidder.

9.4. The SANC will require the successful bidder to provide support and maintenance for a period of five (05) years. SANC expects the service provider to perform the related professional services (e.g., best practices guidance, training, project management, implementation, integration, and report development) in a timely and professional manner. Services should be provided by experienced experts.

9.5. The successful Bidder shall be responsible for the final approved design, development, implementation, and commissioning of the solution, including development of user acceptance testing, end-user training manual and the required system integration.

10. REQUIREMENTS FULFILMENT

- 10.1. Only responses from Bidders who can provide all the products, goods and services as well as have the required maintenance and support capability and capacity.
- 10.2. Only submissions which comply with all the stated requirements will be considered.

11. SPECIAL CONDITIONS

11.1. The South African Nursing Council reserves the right:

- 11.1.1. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 11.1.2. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.
- 11.1.3. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process; and

- 11.1.4. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 11.1.5. To accept part of a tender rather than the whole tender.
- 11.1.6. Only bids for which all required information was provided will be considered during this evaluation phase.
- 11.1.7. The SANC retains the right to clarify information provided where it deems necessary.
- 11.1.8. Thus, the Council has the right to award the contract to the Bidder that did not score the highest total points.
- 11.1.9. The SANC will require the preferred bidder to demonstrate their level of financial sustainability before signing of contract.

12. CONTRACTUAL OBLIGATIONS

- 12.1. The service provider contract will be entered into between the SANC and the service provider, and reporting on the progress and implementation of the custom developed solution will be made to the SANC.

13. PROJECT IMPLEMENTATION TIMELINES

- 13.1. The project is estimated to run for a period of five (5) years and divided as follows:
 - 13.1.1. Development and deployment to live environment to be completed in line with the agreed project plan by both parties.
 - 13.1.2. Support and maintenance will fall within the five (5) year contract period.

14. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

- 14.1. The Service Provider resources will be expected to:
 - 14.1.1. Work with SANC Information and Communication Technology personnel during and after the conclusion of the service provisioning.
 - 14.1.2. Comply with the requirements Scope of work, deliverables, technical

specification, timelines, and budget as contracted.

- 14.1.3. Provide technical guidance / subject matter expertise to SANC staff where required.
- 14.1.4. Engage with the client project manager relevant to cost, schedule, quality, scope, and other related matters during the contract finalization and during the execution of the assignment.
- 14.1.5. Produce and implement a Service Level Agreement document in line with ITIL service management.
- 14.1.6. Provide SANC with all the detailed schematic / architecture documents and related deployment information for the services / solution deployed as well as the Business Continuity (BCP)/ Disaster Recovery Plan (DRP) processes, procedures, and other related information.

15. DESIRED CONFIDENTIALITY TERMS AND CONDITIONS

- 15.1. The successful bidder should strictly treat all SANC information with a high degree of confidentiality.
- 15.2. The SANC's information should not be provided by any means to a third party.

16. EVALUATION CRITERIA

- 16.1. The SANC will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act. No.5 of 2000 (PPPFA) and its regulations. A copy of the PPPFA regulations 2022 can be downloaded from www.treasury.gov.za. In accordance with the PPPFA, submissions will be adjudicated on 80/20 points system and the evaluation criteria. This bid will be evaluated in three (3) phases, namely: Administrative and Mandatory Compliance, Functionality and Price & Specific goals.

16.1.1. Step 1: Administrative and Mandatory Compliance:

Document that must be submitted	Non-compliance with items against which a “YES” is denoted shall result in disqualification	
Invitation to Bid	YES	Completed and sign the supplied pro forma document
Tax Status	NO	<ul style="list-style-type: none"> i. Proof of Registration on the Central Supplier Database (attach CSD report) ii. The tax status verification outcome conducted (CSD report/ SARS e-Filing report) by the SANC will take precedence. iii. A bidder who is tax non-compliant will be notified of their tax non-compliant status and must meet their outstanding tax obligations within seven (7) days. iv. Should the bidder fail to provide written proof of their tax compliance status within Seven (7) days, the SANC will reject the bid submitted by the bidder.
Bidder’s Disclosure	YES	Completed and sign the supplied pro forma document.
Preference Point Claim Form	NO	<ul style="list-style-type: none"> • Non-submission of the Preference Point Claim Form will lead to a zero (0) score on specific goals. • Proof of Specific goals Ownership and verification will be confirmed using the following documents namely: <ul style="list-style-type: none"> ✓ CIPC documents, ✓ valid copy of B-BBEE certificate, ✓ copy of Identity document, or ✓ medical report for disability ownership <p>NB: Failure to attach proof, the tenderer will be allocated 0 points on specific goals</p>

Document that must be submitted	Non-compliance with items against which a “YES” is denoted shall result in disqualification	
Compulsory Briefing Session	YES	The compulsory site briefing will be held as follows: Date: 12 January 2024 Time: 11H00 Venue: 602 Pretorius Street, Arcadia NB: The bidders must submit their bids with the attendance certificate.
Audited Financial Statement/ Financial Institutions guarantee letter	YES	Provide an audited financial statement for the past three (3) years conservatives or financial institution guarantee letter.
Reference letters	Yes	Submit a minimum of three (3) reference letters on the client’s letterhead with contact details indicating the software development and application support services in the past ten (10) years. NB: Reference letters must be signed and dated by the client where services where rendered. Due Diligence will be conducted where similar services have been rendered or provided in line with the reference letters submitted.
Written price proposal	YES	Submit a detailed written price proposal separately

16.1.2. Step 2: Functionality:

The bid will be evaluated as follows:

- i) Functionality: Bids will be evaluated out of **80** points.
- ii) Presentation: Bids will be evaluated out of **20** points
- iii) The overall points for evaluation will be **100** points. Bidders are required to score a minimum of **80** points out of **100** points for evaluation on Price and Specific Goals

The following criteria and weights shall apply when considering bids:

Table 1: Bids Consideration Criteria

Description of Evaluation and Evidence Required	Weights	Total Weight
Experience of Solution Architect Provide detailed CVs of the Solution Architect: <ul style="list-style-type: none"> Experience of proposed team member = 0 to >5 years Experience of proposed team member <= 5 to >8 years Experience of proposed team member <= 8 years 	0 10 15	15
Experience of Technical Team lead (Software Developer) Provide detailed CVs of the technical lead: <ul style="list-style-type: none"> Experience of proposed team member = 0 to >5 years Experience of proposed team member <= 5 to >8 years Experience of proposed team member <= 8 years 	0 10 15	15
Experience of Project Manager Provide detailed CVs of the Project Manager: <ul style="list-style-type: none"> Experience of proposed team member = 0 to >5 years Experience of proposed team member <= 5 to >8 years Experience of proposed team member <= 8 years 	0 5 10	10
Experience of Application Programming Interface (API) Developer Provide detailed CVs of the API Developer: <ul style="list-style-type: none"> Experience of proposed team member = 0 to >5 years Experience of proposed team member <= 5 to >8 years Experience of proposed team member <= 8 years 	0 5 10	10
Experience of Database Developer Provide detailed CVs of the Database Developer: <ul style="list-style-type: none"> Experience of proposed team member = 0 to >5 years Experience of proposed team member <= 5 to >8 years Experience of proposed team member <= 8 years 	0 5 10	10

Experience of Business Analyst Provide detailed CVs of the Business Analyst: <ul style="list-style-type: none"> • Experience of proposed team member = 0 to >5 years • Experience of proposed team member <= 5 to >8 years • Experience of proposed team member <= 8 years 	0 5 10	10
Experience of Data Migration Technical Lead <ul style="list-style-type: none"> • Experience of proposed team member = 0 to >5 years • Experience of proposed team member <= 5 to >8 years • Experience of proposed team member <= 8 years 	0 5 10	10
Total		80

CRITERIA	TOTAL WEIGHT
The MMS prototype should cover the following: <ol style="list-style-type: none"> (1) Compliance with Requirements (how well does the prototype aligns with the stated requirements and specifications in the tender document) = 5 (2) Technical Feasibility (the technical feasibility of the proposed solution, including scalability, integration capabilities, and compatibility with existing systems.) =5 (3) Innovation and Creativity (The uniqueness and innovation of the solution, and how it addresses the problem in a novel way.) =5 (4) Security (the security features and measures in place to protect data and the system from potential threats) =5 NB: Communication will be made two weeks prior date of the prototype presentation.	20

***NB: The date of the presentation will be determined by the SANC**

16.1.3. Step 3: Evaluation on Price and Specific Goals

16.1.3.1. Price Calculations

The following formula must be used to calculate points out of 80 for price in respect of an invitation for a tender with a rand value from R 2000.00 to or below R50 millions inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid or offer under consideration

P_{\min} = Price of lowest acceptable bid or offer.

16.1.3.2. ALLOCATION OF PREFERENCE POINTS BASED ON SPECIFIC GOALS.

The South African Nursing Council tenders will be evaluated on the following specific goals premised on addressing the legacy of apartheid's historical injustices, with a consideration on the following categories (of Historically Disadvantaged People - HDP) using race, gender, youth, and people with disability.

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Preferential points will be allocated as per table below:

Specific goal	80/20 Preference Point system
Black Ownership	8
Black Women Ownership	4
Black Youth Ownership	4
Disability Ownership	4
Total Points allocated to Specific Goals	20

Black Ownership points will be awarded to a Tenderer who has a 51% or more black ownership. Black ownership will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

Preferential points for black ownership will be awarded as follows:

Black Ownership	80/20 Preference Point system
Tenderers who have 100% black ownership	8
Tenderers who have 51% to 99% black ownership	5
Tenderer who have less than 51% black ownership	0

Black women ownership points will be awarded to a Tenderer who has a 30% or more black women ownership. Black women ownership will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

Preferential points for black women ownership will be awarded as follows:

Black Women Ownership	80/20 Preference Point system
Tenderers who have 100% black women ownership	4
Tenderers who have 30% to 99% black women ownership	2
Tenderers who have less than 30% black women ownership	0

Black youth ownership points will be awarded to a Tenderer who has a 30% or more black youth ownership. Black youth ownership will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

Preferential points for black youth ownership will be awarded as follows:

Black Youth Ownership	80/20 Preference Point system
Tenderers who have 100% black youth ownership	4
Tenderers who have 30% to 99% black youth ownership	2
Tenderers who have less than 30% black youth ownership	0

Disability Ownership points will be awarded to a Tenderer who has a 20% or more disability ownership owners. Disability ownership will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

Preferential points for disability ownership will be awarded as follows:

Disability Ownership	80/20 Preference Point system
Tenderers who have 20% or more owners with disability	4
Tenderers who have less than 20% owners with disability	2
Tenderers who have 0% owners with disability	0

PRICE SCHEDULE- FIRM PRICES (PURCHASES)

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

Name of bidder: _____ Bid number: SCM 21/2023/SANC

Closing Time: 12H00 Closing date: 31 January 2024

PRICE SCHEDULE

TABLE 1: PROJECT IMPLEMENTATION COSTS

Description	Cost Price (VAT Exclusive)	Total Price (VAT Inclusive)
Provision of all licenses (Fixed for year one) – list all licenses and submit a separate list of licenses with a brief description of what the licences are for.	R	R
Business Requirements Specification Document	R	R
Solution Design Architecture Document	R	R
Development, Configuration and Deployment of the following MVP's:		
Registration MVP	R	R
Removal, Restoration and APC MVP	R	R
Sales MVP	R	R
Examination and Qualifications MVP	R	R
Foreign members MVP	R	R
Nursing Education Institutions (NEI's)	R	R
CPD MVP	R	R
Case Management MVP	R	R
Enterprise Document Management MVP	R	R
API development, testing and application integration unit price	R	R
Nursing Register data Migration NB: Migration from the current nursing register which is in the following IT Infrastructure: Server: IBM System/38 Operating system: OS 400 Database: Db2	R	R
Digitalised documents migration to the proposed Enterprise document management MVP	R	R
Change Management	R	R

Software Development Life Cycle Documentation	R	
Resource Management Services	R	R
Technical support, and End-User Support	R	R
Training	R	R
Skills Transfer per development of MVP		
Dynamic report functionality unit price	R	R
Defined report per unit price	R	R
TOTAL (VAT INCL)		R

TABLE 2: SUPPORT AND MAINTENANCE

Description	Year	Hours (Indicative)	Hourly Rate (VAT Exclusive)	Total Price (VAT Inclusive)
Five-year comprehensive support and maintenance agreement cost (all travel, consumables and other incidental costs included)	1	1	R	R
	2	1	R	R
	3	1	R	R
	4	1	R	R
	5	1	R	R
TOTAL (VAT INCL)				R

NB: Support and maintenance will be provided on a consumption basis.

TABLE 3: ANNUAL LICENSE RENEWAL

Description	Year	Total Price (VAT Inclusive)
Five-year annual license renewal (Software Assurance) cost. NB: Annual license for year 1 must be included under once off implementation costs in table 1.	2	R
	3	R
	4	R
	5	R
TOTAL (VAT INCL)		R

TABLE 4: PROJECT TOTAL COSTS

Description	Total Price (VAT Inclusive)
Table 1	R
Table 2	R
Table 3	R
TOTAL (VAT INCL)	R

Required by : **South African Nursing Council**
Cecilia Makiwane Building
Required at (Address): 602 Pretorius Street
Arcadia, Pretorius 0083

Brand and model (if applicable):

Country of origin (if applicable):

Guarantee period (if applicable):

Does the offer comply with the specification? ☐ Yes ☐ No ☐ N/A

***Mark the relevant block with an X**

If not to specification, indicate deviation(s)

How long it will take for the bidder to deliver goods/services after receipt of a purchase order?

(Only firm delivery period will be considered)

DECLARATION BY THE BIDDER:

Iconfirm that the information furnished is correct and true. I accept that the South African Nursing Council may act against me should this declaration prove to be false.

Name of Bidder:.....Position:.....

Signature:.....Date:.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included).

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that,

if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Description of the goals	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership	Tenderers who have 100% black ownership	8	
	Tenderers who have 51% to 99% black ownership	5	
	Tenderers who have less than 51% black ownership	0	
Black Women Ownership	Tenderers who have 100% black women ownership	4	
	Tenderers who have 30% to 99% black women ownership	2	
	Tenderers who have less than 30% black women ownership	0	
Black Youth Ownership	Tenderers who have 100% black youth ownership	4	
	Tenderers who have 30% to 99% black youth ownership	2	
	Tenderers who have less than 30% black youth ownership	0	
Disability Ownership	Tenderers who have 20% or more owners with disability	4	
	Tenderers who have less than 20% owners with disability	2	
	Tenderers who have 0% owners with disability	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....

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

- 2.3.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.