

**TERMS OF REFERENCE TO REQUEST PROPOSALS FOR THE PROVISIONING OF
BUSINESS CONTINUITY SERVICES FOR THE NATIONAL AGRICULTURAL
MARKETING COUNCIL (NAMC) FOR A PERIOD OF 12 MONTHS**

RFQ NUMBER: NAMC RFQ813

CLOSING DATE: 15 FEBRUARY 2024 @ 11H00

NO BRIEFING SESSION TO BE HELD

VALIDITY PERIOD: 60 DAYS

Faxed/emailed proposals will not be accepted. Only hand delivered or couriered original proposals will be accepted.

1. INTRODUCTION

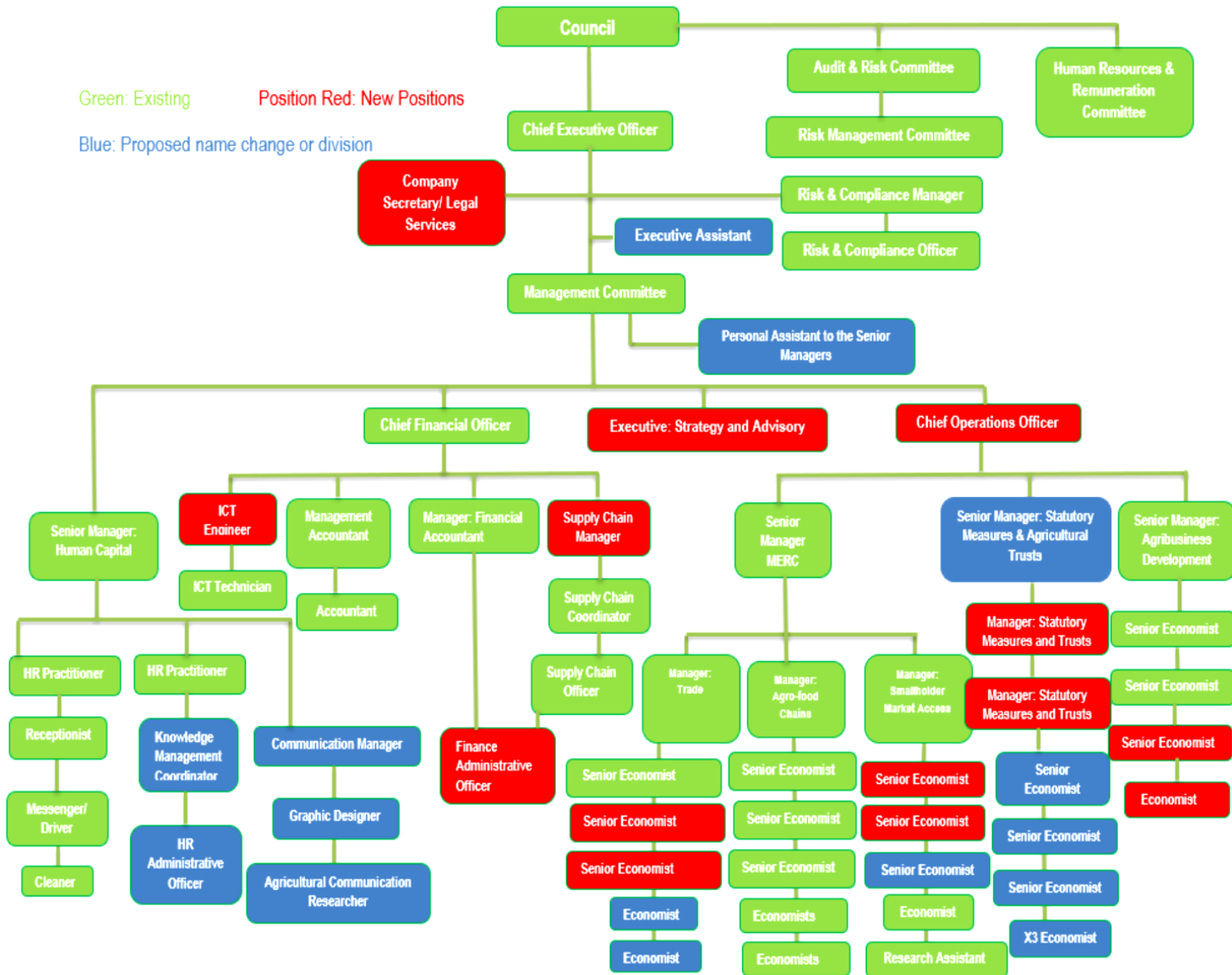
NAMC invites service providers to submit proposals for the provisioning of the Business Continuity Management Services for NAMC for a period twelve (12) months.

The National Agricultural Marketing Council (NAMC) is a statutory body established in terms of the Marketing of Agricultural Products Act, 1996. The main function of the Council is to advise the Minister of Agriculture, Land Reform and Rural Development (DALRRD) on issues relating to the marketing of agricultural products.

2. OBJECTIVES

The objective of the Terms of Reference is to outline the scope of work for the review and implementation of the Business Continuity Plan (BCP). The BCP intends to coordinate recovery of critical business functions in managing and supporting the business recovery in the event of disruption or disaster occurring in the main NAMC business facilities. The BCP intends to cover and plan for short and long-term disasters or other disruptions that may be caused by incidents such as pandemics, fire, floods, earthquakes, explosions, terrorism, tornadoes, extended power interruptions, hazardous chemical spills, and other natural or man-made disasters.

3. APPROVED ORGANISATIONAL STRUCTURE



4. SCOPE OF WORK

The following are the services that the National Agricultural Marketing Council requires but not limited to:

4.1 Conducting of a thorough Business Impact Analysis (BIA) and compilation of a comprehensive BIA report, which includes amongst others:

- identifying mission critical business processes,
- critical systems,
- resources required,
- impact of disruption,
- critical service providers and
- recovery time objectives.

4.2 Review of the Business Continuity Plan for the NAMC which amongst other things includes:

- Business Continuity Strategy which describes the strategy that the NAMC will adopt in order to maintain business continuity in the event of a business disruption (including but not limited to pandemics, Fire, Bomb scare, Flooding, Sinkhole, Radiation, Chemical spillage, violence etc.)
- Key risks and minimisation measures;
- Roles and responsibilities: recovery teams which lists the recovery team functions, those individuals who are assigned specific responsibilities, and procedures on how each of the team members is to be notified (emergency management team, disaster recovery team, IT technical services);
- Emergency recovery processes (emergency evacuation procedures, business continuity plan, communication, priorities and processes);
- Business recovery processes;
- Team procedures that determine what activities and tasks are to be taken, in what order, and by whom in order to affect the recovery;

- Appendices such as Employees telephone list,
- Recovery priorities for critical business functions,
- Alternative site recover resource requirements etc.

4.3 Review draft Business Continuity Strategy

4.4 Review of the existing Disaster Recovery Plan, evacuation plan and other associated plans and policies to ensure harmonisation

4.5 Testing of the Business Continuity Plan

4.6 Knowledge transfer, training, and awareness sessions on the approved BCP

4.7 Provide BCM training to key stakeholders at the NAMC

4.8 Develop Incident management plan

4.9 Present recommendations to the Management Committee, Risk Management Committee, Audit & Risk Committee and Council.

5. COMPLIANCE WITH STANDARDS

The Service provider shall provide evidence that their services and facilities comply with Business continuity management systems and any other relevant regulatory frameworks.

6. APPROACH AND METHODOLOGY

The approach and methodology in the performance of this service should be in line with the project's scope of work and reflect NAMC expected deliverables for the project.

The scope of work mentioned above should be taken as a guideline and prospective service providers can make suggestions about the most appropriate approach and content; and should therefore display the value add to NAMC Business Continuity strategies/policies.

A project implementation and maintenance plan should accompany the proposal. The plan should detail the key tasks to be performed in the maintenance of this service.

7. OUTCOMES & DELIVERABLES

The service provider will be required to submit Quarterly reports to the designated official / officials of NAMC at the intervals that shall be agreed to between the two parties.

Furthermore, in the case of certain issues that are identified and categorised as significant; requiring immediate escalation, the service provider will be required to treat these on an urgent basis.

8. CONFIDENTIALITY AND MANAGEMENT OF DOCUMENTS

The service provider shall not disclose confidential information to any person, firm, company or media except to the designated persons and will not use such information other than the purposes of its appointment, subject to any prior specific authorization in writing by each party.

The service provider will be required to sign the nondisclosure agreement and compliance with the prescripts as outlined in the POPI Act.

The service provider should retain all information, records and/or documentation, whether written, verbal or electronic pertaining to reported disclosure for the duration of the

contract. Thereafter all documents should be handed over to NAMC. Such information must be treated as confidential at all times;

In addition, information may not be used for personal gain by the service provider, any employee, subcontractor or any agent of the service provider or any other person, body or organisation receiving the information or data through the service provider, or any of their employees or agents;

Failure to observe these conditions will constitute a breach of contract, which could result in termination of the contract;

The details of the caller should be kept confidential. Strict confidentiality of all information should be maintained, and all calls should be accepted without favor or prejudice.

9. NON-APPOINTMENT

NAMC has the right not to make an appointment should it find that the bidding parties do not meet the specified criteria/requirements.

10. SERVICE LEVEL AGREEMENT

The Service level agreement will be entered into between NAMC and the successful service provider. The service provider will be responsible for ensuring that the agreed deliverables are produced to the quality standard, on time, within budget.

11. EVALUATION PROCESS

The evaluation process will follow the stages detailed below:

- Mandatory compliance (Stage 1)
- Functionality (Stage 2); and
- Pricing and Specific Goals (Stage 3).

Stage 1 Mandatory requirements

Proposals duly lodged will be examined to determine compliance with bidding requirements and conditions (completion and attachment of compulsory documents). Proposals with deviations from the requirements/conditions will be eliminated before stage 2 (two) of the evaluation process.

The following are compulsory requirements and if not submitted the bidder will not progress to stage 2 (two) of the evaluation process:

Pre-Qualification Requirements	Check list √ Tick each box
SBD 1 Completed, attached and signed	
SBD 3.1 Completed, attached and signed	
SBD 4: Completed, attached and signed	
SBD 6.1: Completed, attached and signed	
Terms of Reference document: Completed, attached and signed	
General Conditions of Contract: Initialled and attached	
Proof of registration on Central Supplier Database (managed by National Treasury) a report not older than a month of the date of submission must be submitted	

Note: All SBD forms must be submitted (signed) noting where it is not applicable. If any specific SBD form is not submitted, documentary proof clearly stating the reasons must be attached.

Bidders to supply the following documents (where applicable).

Other Requirements	Check list √ Tick each box
Valid B-BBEE Certificate or attached (certified copy) or Sworn Affidavit	
Company Registration documents	

Stage 2: Elimination of proposals on grounds of functionality

Technical (Functionality) proposal		Maximum points to be awarded
1.	Company Information and relevant experience	
+1.1	A minimum number of years in operation: <ul style="list-style-type: none"> 3 to 4 years in operation – 5 points 4 to 6 years in operation – 10 points Over 7 years in operation – 15 points 	15
2.	Technical requirement	
2.1	Methodology and compliance with the scope of work as mentioned under point 4 above, evaluation as per Table A below (Detailed Project Plan with milestones/activities, timeframes etc.)	25

Technical (Functionality) proposal		Maximum points to be awarded
2.2	<p>International standard ISO certification: 22301</p> <p><i>International standard ISO: 22301: 2019</i> 5 points</p> <p><i>International standard ISO: 22301: 2021</i> 10 points</p>	10
2.3	<p>Human resources</p> <p>Extensive knowledge and experience in Business Continuity Management</p> <p>The Bidder should provide the organogram in their response supported by:</p> <ul style="list-style-type: none"> • Full names; • Roles and responsibilities per phase; • Comprehensive CV • Experience relevant to the scope of services <p><i>Less than 1 year to 2 year of experience</i> – 2 points</p> <p><i>3 to 4 years of experience</i> – 5 points</p> <p><i>5 to 6 years of experience</i> – 10 points</p> <p><i>Over 7 years of experience</i> – 15 points</p> <p>Lead Consultant</p> <p>Business Continuity Institute (CBCI) certified = 10</p> <p>Not Certified =0</p> <p>Project Manager</p> <p>Project Management certificate =5</p>	30

Technical (Functionality) proposal		Maximum points to be awarded
	No certificate= 0	
2.4	Membership/Affiliation Affiliation with BCI or any = 10 No Affiliation=0	10
3.	Reference	
3.1	The company's proven track record in handling assignments of a similar nature. A minimum of three written reference letters from clients where a similar service is/ was being rendered. Letters should not be older than three (3) years. <i>No letters - 0 points</i> <i>1 - 3 letters submitted - 2 points</i> <i>4 - 5 letters submitted - 5 points</i> <i>6 and above letters submitted - 10 points</i>	10
Total technical points		100
Minimum threshold for technical (functionality)		70

Note: The minimum qualifying score is 70 out of 100 points. All bidders that fail to achieve the minimum qualifying score will not be considered for further evaluation on Price and B-BBEE.

A point scoring system for evaluation criterion 2.1 above would be utilized as follows:

Table A

Score	Description
1	Does not meet requirements, or no information supplied

Score	Description
2	Meet some of the requirements (2 of the requirements not met as per point 3)
3	Almost meet all requirements (1 of the requirements not met as per point 3)
4	Fully meet all requirements
5	Exceeds all requirements

Stage 3: Price and Specific Goal

- All quotations up to the rand value of R 50 000 000.00 including all applicable taxes will be evaluated on the 80/20 principle as prescribed by the Preferential Procurement Policy Framework Act 5 of 2022 and its Regulations.
- N:B - Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids to substantiate their specific goal as stated below. However, Bidders who do not submit B-BBEE Status Level Verification Certificates do not qualify for specific goals points but they will not be disqualified from the bidding process.
- The lowest acceptable price will score 80 points, the 20 specific goals points will be allocated as follows:

SPECIFIC GOAL	TOTAL POINTS
Percentage (%) Black Ownership	Points (10)
91-100	10
81-90	9
71-80	8

SPECIFIC GOAL	TOTAL POINTS
61-70	7
51-60	6
41-50	5
31-40	4
21-30	3
11-20	2
1-10	1
0	0
Percentage (%) Ownership By Women	Points (4)
81-100	4
51-80	3
31-50	2
1-30	1
0	0
Percentage (%) Ownership By Youth	Points (4)
81-100	4
51-80	3
31-50	2
1-30	1
0	0
Percentage (%)	Points (2)

SPECIFIC GOAL	TOTAL POINTS
Ownership By People With Disability	
51-100	2
1-50	1
0	0

12. PRICING SCHEDULE

Proposed Fee Structure (exclusive and inclusive of VAT) based on the following:

Bidder must provide a clear fee breakdown of the project milestones.

13. VALIDITY OF PROPOSAL

- The Service Provider is required to confirm that it will hold its proposal valid for 60 days from the closing date of the submission of proposals.
- In exceptional circumstances, NAMC may solicit the bidder's consent to an
- extension of the period of the validity of the bid. The request and responses thereto shall be made in writing.

14. PROPOSAL SUBMISSION REQUIREMENTS

- All compulsory documents as stated under point 4 above
- The bid proposal as per point 3 above
- In case of joint ventures, bidders must provide a clear agreement regarding joint venture/consortia
- A trust, consortium or joint venture must submit a consolidated B-BBEE status level verification certificate.

- Bidders must submit 1 x original Bid document, and 1 x copy of the original.
- No late bids will be considered. It is the bidder's responsibility to ensure that the bid is sent to the correct physical address and that this is received by the NAMC before the closing date and time in NAMC's dedicated tender box or physical address. The office hours are Monday to Friday expect public holidays from 08h00 to 16h00.

Proposals must be submitted or delivered at NAMC at the following address:

National Agricultural Marketing Council

Old Mutual Building, Block A, 4th Floor


536 Francis Baard Street

Meintjiesplein, Arcadia, Pretoria, 0001

Enquiries: Nomathemba Dlodla at (012) 341 1115

Email address: scm@namc.co.za

15. APPROVAL

Approval			
	Name & Title	Signature	Date
Approved by:	Ms. Nokuhle Shelembe		31/01/2024

16. DECLARATION BY THE BIDDER

I, (Full name)
the undersigned certify that the information provided is true and correct, and understood
the contents of the document in full.

SIGNATURE :

DATE: