

Confidential

**Government Pensions Administration
Agency
(GPAA)**

**Request for proposal (RFP) to render
Business Process Management
Consulting Services for GPAA**

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Background

Introduction

The Government Employees Pension Fund (GEPF) is Africa's largest pension fund with more than 1.2 million active members, around 340 000 pensioners and beneficiaries, and assets worth over one trillion rands.

The Government Pensions Administration Agency (GPAA) is responsible for the administration of the GEPF as well as a number of smaller pension funds and benefits that fall under the National Treasury Department. The GEPF's business is to give members and pensioners peace of mind about their financial security after retirement. GEPF does this by making sure that all funds are responsibly invested and accounted for, and that benefits are paid out efficiently and accurately.

In 2010 the administration activities were split off into a separate entity to create the Government Pensions Administration Agency (GPAA), which is now responsible for administrative processes such as the collection and reconciliation of monthly contribution, maintenance of member and pensioner information and payment of all GEPF and NT benefits.

To improve its operations and services the GPAA is currently running a Modernisation Programme with the objective of modernising the technology and processes within the organisation, hence the need for a Business Process Management partner to assist in managing the GPAA's process repository, managing the process modelling methodology & standards, creating and updating scripts and providing project support resources as and when it is required.

GPAA Vision

- To be the leading, people-centric benefits administrator in government

GPAA Mission

- To serve clients by paying benefits accurately and timeously.

Challenges

Since embarking on the modernisation journey and setting up business process management capability GPAA is swiftly moving from a state where process were not documented and not standardised throughout its operations to a point or state where there is a common process repository standardised process mapping methodology (with ARIS). In addition to this the GPAA is considering utilizing the various architecture modelling methods available in ARIS to enhance the integration between data, process

and technology. This move therefore demands that the GPAA has a solid repository management, business architecture and business analysis competency that will ensure the integrity and accuracy of this repository. While these are important skills and competencies' GPAA remains a small to medium sized operation and thus does not believe that we require these on a full time basis hence this tender to outsource some of these services to a partner that will understand and appreciate our main goals and objectives and will be committed to providing the required support.

GPAA Business Approach

GPAA has embarked on a Modernisation Programme in order to improve its core and support operations through the transformation of all key business processes, technology and skills.

Strategic Thrusts

Specific emphasis will be given to the optimum form and identity of the GPAA in an effort to change the client experience, through:

- **Strengthening client and customer relations:** The core business of the GPAA is about the experience of the client, meaning members, pensioners and beneficiaries. It is anticipated that if the client experience is solid and satisfactory, coupled with meeting the SLA requirements in place, then the customers, GEPF and National Treasury, will have a good relationship with the GPAA. These relationship improvements shall surely yield fruit for future innovations that will lead to added value and benefit for clients.
- **Reduction of Administration costs:** The main aim is to ensure that the GPAA runs as an efficient and effective organisation through process improvement, innovation and automation. This should ensure a reduction in administration costs over time. The administration agreement with GEPF requires the implementation of a fee-based model by 2015/2016 and thus the GPAA shall develop and propose such to GEPF within the next financial year. Therefore the administration costing model will be benchmarked, analysed, designed and proposed to GEPF's Board of Trustees for implementation.
- **Aligning business skills to modernised processes:** Throughout the Modernisation process, there has been a continuous improvement in both process and technology. This may result in a skills gap that will require training. It is important to be constantly aware of any gap between process, technology and skills. Modernisation is primarily concerned with doing business differently, hence the requirement for aligning business resources accordingly and ensuring that training and development are embedded in the processes to meet evolved business requirements.
- **Going Green:** Aligning to the NDP, the GPAA has decided to incorporate natural resource protection into its strategies. To this end, it shall reduce its carbon footprint

through utilising alternative energy, conservation and saving of water, the use of nature-friendly technology, reduction in the use of paper and the implementation of recycling methods in its day-to-day operations.

- **Repositioning the GPAA:** The future role of the GPAA in the public sector will require a close alignment to Ministerial objectives, in particular the need for fiscal prudence and the possibility of administering other government funds. In essence, this repositioning is concerned with developing ongoing engagement with key stakeholders with a clear intention of aligning the operational efficiencies and the Modernisation programme to the outcome programmes of government. The evaluation of the operational efficiency and capability, however, has to be premised on the cost scenarios of potential competitors. Taking into consideration the current competencies and the anticipation of a changing customer expectation of a responsive, flexible administration service, the GPAA should also consider the current customer SLAs. Competency benchmarks will enable the organisation to withstand competition from private and public sector alternatives. Thus, to reposition the GPAA properly and to ensure that it becomes and remains sustainable, it will seek to actively manage key stakeholder accounts. To this end, the administrative value will constantly be proven by a single point of contact with the GPAA's customers and employer departments.

Terms of Reference

This document sets out the background and context of the GPAA's business environment, and details the requirements that bidding Service Providers must address in their responses.

General

In line with the GPAA strategic business plan detailed in the introduction, GPAA is in the process of transforming its business operations/processes and system through the modernization programme. This programme must seek to increase operational efficiencies while ensuring suitability of the business model within the South African public service context.

As part of this modernization programme, it is essential that GPAA addresses the process shortcomings that exist within the organisation. Therefore GPAA wishes to bring on board a single Service Providing Partner to address the Business Process Management (BPM) requirements of the organisation.

This Request for Proposal (RFP) is an invitation for a Service Providing Partner to supply GPAA with a proposal to support the BPM requirements of the organisation. In order to achieve the above, it is expected that the Service Provider will provide GPAA with an appropriate methodology, together with relevant experience in BPM, to facilitate, assist and guide GPAA in the implementation of BPM as a philosophy and the successful adoption of a process culture.

To ensure that the successful bidder is able to provide the requisite business knowledge, and services it is envisaged that the following key attributes are demonstrated through the tender response:

- The Service Provider have a demonstrable expert knowledge Business Process Management
- The Service Provider must have a demonstrable methodology and approach to the implementation of BPM and a process culture within an organisation.
- Some (but not all) of the deliverables expected as part of this tender will be:
 - Process Maturity Assessment and corresponding roadmap to improve the current status
 - BPM awareness and training using the train the trainer approach, training a maximum of 50 GPAA resources.
 - Definition of and generation of an Agile SDLC systems development methodology using ARIS.
 - Enterprise architecture definition in Aris. Some aspects of the Enterprise Architecture have been defined but will still need to be captured in Aris.
 - Implementation of Continuous Process Improvement processes in all GPAA business units.
 - Assistance in modelling the GPAA business processes. It is expected that the bulk of this work would be carried out by GPAA resources under the guidance of the Service Provider
 - Definition of Process Governance processes.
 - Definition of processes and SOPs for the publication of process repository content to the intranet using Aris Business Publisher.
 - Use of Aris Business Publisher in Continuous Process Improvement.
- The Service Provider must have a demonstrable knowledge of Aris. Besides “normal” knowledge of Aris it is essential that the Service Provider demonstrate the following capability:
 - Advanced knowledge of Aris scripting on Aris Business Server and Aris Business Publisher.
 - Use of Aris Business Publisher in the continuous improvement of business processes.
 - Experience in the implementation of an Enterprise Architecture is Aris
 - Technology Architecture
 - Information Architecture
 - Business & Process Architecture
- The Service Provider must have a successful track record of large scale implementations of BPM in an organisation similar in size to GPAA.
- The Service Provider must be locally based (i.e. In Gauteng, South Africa).
- The Service Provider must be able to present a creative commercial model that demonstrates a true partnership and risk dispersion.

- The Service provider must demonstrate experience in identifying, defining and implemented a business rules management practice.
- The service provider must submit summarized CV of individuals that will be deployed to the project.
- If the Service Provider opts to swap or replace any of the resources on the bid pack, the GPAA reserves the right to review the CV and approve the replacement resource at no additional cost to the GPAA.

The Scope of This Request for Proposal (RFP)

The scope of the programme of work will include the provision of the following:

- Professional services to facilitate guide and assist GPAA in the analysis of the current level of BPM within GPAA, the proposal of a future state, and the formulation of a programme to migrate to the agreed future state of BPM.
- Professional services to implement business process management (BPM) and transform GPAA to a process-centric organisation.
- Programme & project management of the required transformation to ensure sustainability and continuity until the new state has been achieved.
- A single legal entity with which GPAA can contract for the provision of all required professional services and technology.
- Capability to provide or support the GPAA with business analysis, ARIS repository management and business architecture support skills as and when it is required.
- Availability of ARIS scripting expertise for the duration of the contract on agreed time intervals.
- This contract will run for a period of 3 years.
- Definition and implementation of a business rules management practice

Guide to Response

GPAA has a detailed Tender Evaluation Methodology/Process that it will follow for the evaluation and adjudication of the responses. This will be performed at the sole discretion of GPAA, under the guidance of GPAA Internal Audit and Supply Chain Management (SCM).

GPAA Internal Audit will provide an opinion on the process followed and ensure that the process is fair and transparent.

The following process steps will be performed during the evaluation and adjudication process of this RFP:

- Compliance with the Critical Criteria;
- Evaluation of the solutions proposed by the Service Provider;
- Identification and short-listing of the preferred Service Providers;
- Clarifications sessions, and a due-diligence, conducted by GPAA, with the short-listed Service Providers;
- The selection of a preferred Service Provider.
- Negotiations and finalization of the pricing with a single preferred Service Provider;
- Contracting;
- Engagement and transition.

Guide to Respond:

The critical criteria are the minimum requirement that the Service Providers are obligated to adhere to, in order to continue to the next round of the adjudication process. Service Providers must provide the following critical criteria information in accordance with GPAA procurement policy in their submission documentation:

- Signed copy of the non-disclosure-agreement;
- Signed attendance register indicating the Service Provider attended the briefing session held by GPAA;
- A valid Tax Clearance Certificate for the Service Provider as well as for any sub-contractors the Service Provider intends using in its submission;
- A completed BEE Questionnaire for the Service Provider as well as for any sub-contractors the Service Provider intends using in its submission;
- A Disclosure Form indicating all parties involved in the response of the Service Provider;
- The last three (3) years of audited financial statements for the Service Provider;
- The audited financial statements must include calculated Liquidity, Current and Solvency ratios (also signed off by the auditor).
- A completed Standard bid document (GPAA Bid form);
- A completed SBD 4 form (Declaration of Interest Form);
- Submit a certificate in terms of section 53(1)(b)(i) or a declaration in terms of section 53(1)(b)(ii) of the Employment Equity Act;
- A solution based on the premise of a single Service Provider with a designated Prime Contractor;
- GPAA reserves the right to include or exclude through mutual agreement members and/or sub contractors from the Service Provider during the provision of the solution;
- GPAA reserves the right to walk away from the contract at any stage. GPAA will pay the Service Provider for all services rendered, however all intellectual Property generated up until the point of termination remains the property of GPAA.
- A solution providing for the delivery of all the services as required in terms of this RFP;
- Pricing schedules submitted separately in their own sealed envelope in the submission pack; and

Tender submissions that do not fulfil these requirements will be eliminated from any further evaluation at the discretion of GPAA.

Given the critical nature of GPAA function as the administrator of the GPAA, and to mitigate the risk of the proposed project and the ongoing support of the GPAA, the preferred Service Provider must have a demonstrable capability complying with all of the following qualification criteria:

- The Service Provider must have relevant references in BPM
- The potential revenue that the Service Provider will receive from GPAA for the proposed solution cannot exceed more than twenty percent (25%) of the Service Provider's total revenue on an annualized basis.

Service Providers that are not able to demonstrate these criteria will be eliminated from any further evaluation at the discretion of GPAA.

Further Qualifying Capability Criteria

Given the complexity of the solution and the critical nature of the GPAA' business, GPAA would prefer to contract on the basis of the following criteria.

The preferred Service Provider:

- Must be able to deliver the full breadth of services as defined in the SOW;
- Must show a high level of maturity and discipline in its approach, methodology, processes and standards;
- Must be able to provide present reference sites of similar scale and complexity;
- The solution must make extensive use of South African based resources and skills in delivering the solution; and
- Must be prepared to engage as a Partner of GPAA and hence share in the Risk.

GPAA reserves the right to reject submissions that do not meet these criteria.

Evaluation of the Proposed Technical Solution

Service Providers that have complied with the Critical and Capability Criteria as outlined in the previous sections will proceed to the next round of the adjudication, which will include a detailed evaluation of the proposed solutions and the capability of the preferred Service Provider to deliver the proposed solution.

Please note that no evaluation of the pricing and cost of the solutions will be undertaken at this stage.

Evaluation of Pricing

Following the evaluation of the proposed solutions, as detailed in the previous section, GPAA may elect, at its discretion, to only assess the financial aspects of the top two or three solutions that were short-listed during the adjudication, depending on the spread of the final scores of the evaluation.

To this end, Service Providers are reminded that they are required to submit their pricing schedules in a separate, sealed envelope which will only be accessed by GPAA Procurement after the solution evaluation short-list has been finalized.

As part of the evaluation of the financial aspects of the solution GPAA will determine the most appropriate solution for its requirements based on the best value for money business case derived from the solutions and associated price. It is therefore possible that the lowest tender in terms of price may not automatically be selected as the successful tender.

Notification of Service Providers

Selected Service Providers shall be informed in writing that they have been short-listed for further discussions with GPAA.

Upon selection of the short-listed Service Providers, GPAA will notify the other Service Providers that they have not been successful in their submissions.

Ratification and Due Diligence

The short-listed Service Providers’ details and recommendation will be submitted to GPAA SCM for ratification and once this has been obtained the short-listed Service Providers may at the sole discretion of GPAA be subjected to a due-diligence process.

The due diligence may take the form of a site inspection at the facilities and premises of the Service Providers / Reference Sites to assess and view their capabilities firsthand. The due diligence will cover all aspect of the proposed solution and the Service Providers will be expected to demonstrate the working solution in a production environment. In addition further issues such as legal and pricing elements may be reviewed with the Service Provider to obtain further clarification on meaning and intent.

GPAA may also at its discretion undertake site and reference visits at current clients of the Service Providers to ascertain the level of success being achieved by the Service Providers in delivery the same or similar solutions.

Selection of the Preferred Service Provider and Solution

Following the due diligence process (if undertaken) the adjudication team will complete its evaluation of the proposed solutions and Service Providers and submit the results of the adjudication, together with its recommendation to the Executive Committee of GPAA to make the final selection and decision.

Negotiations and Contracting

Once the Executive Committee of GPAA has made its final decision, GPAA will enter into final negotiations with the preferred Service Provider with a view to obtaining the Service Providers "best and final offer" on the solution and to conclude the contracting arrangements.

In the event that GPAA is of the opinion that the Service Provider is negotiating in bad faith, or is failing to speedily resolve contracting issues, GPAA reserves the right to disqualify the Service Provider and enter into negotiations with the next in line short-listed Service Provider.

Compulsory Briefing Session

A compulsory Briefing Session will be held on:

DATE:	31 July 2015
TIME:	13h00
LOCATION / VENUE:	34 Hamilton Street, Pretoria

An attendance register will be circulated after this session.

The purpose and objectives of this session are:

- To identify Service Providers interested in participating in the tender process.
- To introduce Service Providers to the appropriate GPAA contact person.
- To explain the communication applicable during the RFP phase.
- To explain the tender process.
- To provide further information in respect of the RFP. Such information may not necessarily have been included in the RFP documentation.
- To clarify any issues and or queries relating to the RFP and project.
- To explain the process regarding the subsequent submission of questions to and responses by GPAA.

GPAA recommends that more than one individual from each potential Service Provider attends the briefing session and that the Service Providers' Contact Person should also attend.

Parties who fail to attend or whose details fail to appear in the briefing session register shall be disqualified from the RFP Process and Responses presented shall not be considered for evaluation.

Questions and Answers

Service Providers may pose any such questions as they deem necessary to satisfy themselves of the needs, requirements and relevant project details.

- It would be helpful, though not compulsory, if all questions to be raised at the Briefing Session are submitted to the GPAA contact person, in writing, at least 1 day before the Briefing Session. GPAA and/or its advisors shall endeavor to answer questions at the Briefing Session. All questions and answers shall be posted as soon as possible after the briefing session on the GPAA website. (The specific website details will be provided at the briefing session).
- Questions after the Briefing Session shall only be submitted to the GPAA contact person, in writing, either by electronic mail, by post, by hand-delivery or by fax. All questions and responses thereto will be posted on the GPAA website at regular intervals (the specific website details will be provided at the Briefing Session).

Business and Systems Solution Provider's Contact Person

Each potential Service Provider shall appoint a representative, who shall for the duration of the tender phase up to final contract negotiations, be deemed to be the contact person for that Service Provider. It is therefore imperative for each Service Provider to make available a resource with suitable technical and or business knowledge to act as a representative for that Service Provider. This contact person shall be contactable between 7:30 AM to 07:30 PM daily.

GPAA Contact Person

For the duration of the tender, or until such time as otherwise notified, the following person shall act as official contact person for GPAA.

Name	Manduleli Mdudu or William Ramoroka
E-Mail	Manduleli.Mdudu@gpaa.gov.za or William.Ramoroka@gpaa.gov.za
Tel	(012) 399 2536 or (012) 319 3476

Any questions or requests must be addressed to these persons in writing at all times.

Closing Date for Submissions

The closing date and time for this RFP **17 August 2015 at 11h00am.**

- Failure to submit a response to this RFP by the Closing Date and Time in the requested formats, may, at the sole and absolute discretion of GPAA, result in the tender being rejected.
- Responsibility for timely delivery rests with the Service Provider. Service Providers are advised to provide sufficient time to find parking, sign-in with security.
- GPAA may at its sole and absolute discretion extend the Closing Date and Time at least 7 calendar days prior to the Closing Date. GPAA will advise the Service Providers' contact person accordingly by mail and or fax and they will be required to confirm receipt of the communication in writing. In such an event the terms and conditions of this RFP shall be subject to the new extended deadline.
- If GPAA decides to extend the closing date, such extension will only be communicated to only service providers that are on the briefing session attendance register as only one briefing session will be held for this RFP.

Number of Copies

Service Providers must submit one (1) original with tender document and five (05) copies of the technical response. Service Providers must also submit one (1) electronic copy (on CD) in Microsoft Office 2007 format with the "original" copy of the submission documents.

The pricing schedules and a CD containing the softcopy of the pricing schedules must be sealed in its own envelope, marked as such, and submitted with the "original" copy of the submission documents - The intention is that the pricing will only be evaluated once the technical evaluation has been completed. Service Providers that fail to do this, or that provide an indication of their pricing in the main submission documents, including in any management summaries and overviews will be disqualified.

Each document must describe whether that particular document is an original document, copy 1 to 5 or the Pricing schedule. In the event that there are discrepancies in information contained in any or all documents submitted by the supplier, the original document will be used as a master document detailing a true and complete reflection of the Service Provider's response.

Tender Submissions must be submitted as printed originals or hard copies thereof. Tender Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted. Tender Submissions must be securely bound and can be submitted, either by hand, courier, or by registered mail, to be received on or before the Tender Submission Due Date.

All Tender Submissions received by GPAA will become the property of the GPAA and will not be returned to the Service Providers.

The Original Tender Submission and each copy of the Tender Submission must each be enclosed within its own envelope.

All 06 copies should be bundled together and submitted as a single submission.

Each individual envelope/file/CD must be clearly marked with the following information:

- Name of the Tender;
- Tender Number;
- Original or Copy 01- 05or Pricing Schedule; and
- Return address label indicating the name and address of the Business and Systems Solution Provider.

Engagement/Presentation

Service Providers may be required to engage with to GPAA to clarify certain aspects of the Response and/or to demonstrate the Service Providers competence.

Negotiations

Short listed as well as Preferred Service Providers will be required to have available their relevant negotiating teams from 8:30 am to 7:30 pm for the duration of any negotiations. GPAA wishes to minimize the duration of negotiations.

Format of the RFP guide to response and evaluation criteria

Service providers are required to structure their responses in the manner depicted in the Document Map below. The format of the RFP should also comply with the following:

- Arial/ Tahoma font type, size 12;
- Numbered Table of Contents;
- Individual page numbering.

Failure to adhere to this specific format and structure will result in negative scoring and may result in a disqualification of the proposal tendered. Service providers are welcome to submit additional information but are advised that this should be done in the form of Annexure or Appendices to the main document.

Guide to response	Valuation Criteria	Details
Annexure 1	Executive Summary Weighting: (0 %)	Submit a maximum of 2(two) pages summarizing the key differentiating factors, proposed solution, a value proposition in terms of addressing the requirements of GPAA and why you are best suited to partner with GPAA and assist in delivering the required solution.
Annexure 2	Compulsory Statutory and general requirements Weighting: (0 %)	The following Statutory and General requirements are the compulsory requirements that the Service Providers are obliged to adhere to. Service providers must therefore ensure that they submit the requirements. Failure to comply with any one of these requirements will result in negative scoring and may result in the responses being excluded from further evaluations.

Guide to response	Valuation Criteria	Details	
		No.	Description
		2.1	Completed Declaration of Interest (Refer to Appendix A1).
		2.2	Completed SBD1
		2.3	Completed SBD3.1
		2.4.	Completed SBD4
		2.5	Completed SBD6.1
		2.6	Completed SBD8
		2.7	Completed SBD9
		2.8.	Appendix E of the Main Agreement compliance response
		2.9	Appendix E of the Main Agreement compliance response
		2.1 0	Appendix E of the Main Agreement compliance response
Annexure 3	Overview of the Solution Weighting: (0 %)	Submit an overview of the solution that provides a detailed and technical description of the proposed solution. This section should serve as a quick cross-reference to the detail in the proposal.	

Guide to response	Valuation Criteria	Details														
Annexure 4	Implementation of a Process Repository (Aris) (Sub-project 1) Weighting: (30 %)	Submit details of the approach (high level plan, milestones and resources) that would be taken, relevant experience, reference sites and available skills of the following: <table border="1" data-bbox="705 379 1863 1019"> <thead> <tr> <th data-bbox="705 379 1671 448">Approach, Experience & Skills</th> <th data-bbox="1671 379 1863 448">Weight</th> </tr> </thead> <tbody> <tr> <td data-bbox="705 448 1671 528"> <ul style="list-style-type: none"> Aris method maintenance and updates </td> <td data-bbox="1671 448 1863 528">05%</td> </tr> <tr> <td data-bbox="705 528 1671 707"> <ul style="list-style-type: none"> Implementation and maintenance of process governance processes (Dev/Prod models; semantic checks; process change control etc) </td> <td data-bbox="1671 528 1863 707">2.5%</td> </tr> <tr> <td data-bbox="705 707 1671 786"> <ul style="list-style-type: none"> Aris database setup (users, group structure etc) </td> <td data-bbox="1671 707 1863 786">05%</td> </tr> <tr> <td data-bbox="705 786 1671 866"> <ul style="list-style-type: none"> Repository management </td> <td data-bbox="1671 786 1863 866">7.5%</td> </tr> <tr> <td data-bbox="705 866 1671 946"> <ul style="list-style-type: none"> Publication of processes using Aris Business Publisher (ABP) </td> <td data-bbox="1671 866 1863 946">2.5%</td> </tr> <tr> <td data-bbox="705 946 1671 1019"> <ul style="list-style-type: none"> Aris script writing & maintenance </td> <td data-bbox="1671 946 1863 1019">7.5%</td> </tr> </tbody> </table> <p data-bbox="705 1034 896 1061">Also describe:</p> <ul data-bbox="750 1093 1433 1260" style="list-style-type: none"> What is included and excluded from the Project? What are the risks and constraints of the project? Critical success factors 	Approach, Experience & Skills	Weight	<ul style="list-style-type: none"> Aris method maintenance and updates 	05%	<ul style="list-style-type: none"> Implementation and maintenance of process governance processes (Dev/Prod models; semantic checks; process change control etc) 	2.5%	<ul style="list-style-type: none"> Aris database setup (users, group structure etc) 	05%	<ul style="list-style-type: none"> Repository management 	7.5%	<ul style="list-style-type: none"> Publication of processes using Aris Business Publisher (ABP) 	2.5%	<ul style="list-style-type: none"> Aris script writing & maintenance 	7.5%
Approach, Experience & Skills	Weight															
<ul style="list-style-type: none"> Aris method maintenance and updates 	05%															
<ul style="list-style-type: none"> Implementation and maintenance of process governance processes (Dev/Prod models; semantic checks; process change control etc) 	2.5%															
<ul style="list-style-type: none"> Aris database setup (users, group structure etc) 	05%															
<ul style="list-style-type: none"> Repository management 	7.5%															
<ul style="list-style-type: none"> Publication of processes using Aris Business Publisher (ABP) 	2.5%															
<ul style="list-style-type: none"> Aris script writing & maintenance 	7.5%															

Guide to response	Valuation Criteria	Details						
		<ul style="list-style-type: none"> Concerns, expectations, exclusions and assumptions; Issues 						
Annexure 5	BPM Training / Awareness (Sub-project 2) Weighting: (10 %)	Submit details of the approach (high level plan, milestones and resources) that would be taken, relevant experience, reference sites and available skills of the following: <table border="1" data-bbox="705 512 1865 788"> <thead> <tr> <th data-bbox="705 512 1653 580">Approach, Experience & Skills</th> <th data-bbox="1653 512 1865 580">Weight</th> </tr> </thead> <tbody> <tr> <td data-bbox="705 580 1653 708"> <ul style="list-style-type: none"> Management BPM, Process awareness & Model reading training (middle management & junior staff) </td> <td data-bbox="1653 580 1865 708">05%</td> </tr> <tr> <td data-bbox="705 708 1653 788"> <ul style="list-style-type: none"> Aris Business Publisher (ABP Training) </td> <td data-bbox="1653 708 1865 788">05%</td> </tr> </tbody> </table> <p>Also describe:</p> <ul style="list-style-type: none"> What is included and excluded from the Project? What are the risks and constraints of the project? Critical success factors Concerns, expectations, exclusions and assumptions; Issues 	Approach, Experience & Skills	Weight	<ul style="list-style-type: none"> Management BPM, Process awareness & Model reading training (middle management & junior staff) 	05%	<ul style="list-style-type: none"> Aris Business Publisher (ABP Training) 	05%
Approach, Experience & Skills	Weight							
<ul style="list-style-type: none"> Management BPM, Process awareness & Model reading training (middle management & junior staff) 	05%							
<ul style="list-style-type: none"> Aris Business Publisher (ABP Training) 	05%							
Annexure 6	Identification, definition &	Submit details of the approach (high level plan, milestones and resources) that would be						

Guide to response	Valuation Criteria	Details										
	modeling of processes (Sub-project 3) Weighting: (20%)	taken, relevant experience, reference sites and available skills for the following: <table border="1" data-bbox="705 320 1865 1107"> <thead> <tr> <th data-bbox="705 320 1653 389">Approach, Experience & Skills</th> <th data-bbox="1653 320 1865 389">Weight</th> </tr> </thead> <tbody> <tr> <td data-bbox="705 389 1653 667"> <ul style="list-style-type: none"> • Enterprise Architecture definition <ul style="list-style-type: none"> ○ Technical Architecture (modeling) ○ Information Architecture (modeling) ○ Business & Process Architecture (Definition & modeling) </td> <td data-bbox="1653 389 1865 667">05%</td> </tr> <tr> <td data-bbox="705 667 1653 847"> <ul style="list-style-type: none"> • Identification, definition and modeling of the organization's business processes (core & supporting), from Level 1 to Level 5 (Including Functional Allocation Diagrams (FAD's) and BPMN. </td> <td data-bbox="1653 667 1865 847">05%</td> </tr> <tr> <td data-bbox="705 847 1653 978"> <ul style="list-style-type: none"> • Generation of Standard Operating Procedures (SOP's) and Job descriptions from the process models </td> <td data-bbox="1653 847 1865 978">05%</td> </tr> <tr> <td data-bbox="705 978 1653 1107"> <ul style="list-style-type: none"> • Generation of project documentation e.g. Business Requirements, & Functional specifications from the process models. </td> <td data-bbox="1653 978 1865 1107">05%</td> </tr> </tbody> </table> Also describe: <ul style="list-style-type: none"> • What is included and excluded from the Project? 	Approach, Experience & Skills	Weight	<ul style="list-style-type: none"> • Enterprise Architecture definition <ul style="list-style-type: none"> ○ Technical Architecture (modeling) ○ Information Architecture (modeling) ○ Business & Process Architecture (Definition & modeling) 	05%	<ul style="list-style-type: none"> • Identification, definition and modeling of the organization's business processes (core & supporting), from Level 1 to Level 5 (Including Functional Allocation Diagrams (FAD's) and BPMN. 	05%	<ul style="list-style-type: none"> • Generation of Standard Operating Procedures (SOP's) and Job descriptions from the process models 	05%	<ul style="list-style-type: none"> • Generation of project documentation e.g. Business Requirements, & Functional specifications from the process models. 	05%
Approach, Experience & Skills	Weight											
<ul style="list-style-type: none"> • Enterprise Architecture definition <ul style="list-style-type: none"> ○ Technical Architecture (modeling) ○ Information Architecture (modeling) ○ Business & Process Architecture (Definition & modeling) 	05%											
<ul style="list-style-type: none"> • Identification, definition and modeling of the organization's business processes (core & supporting), from Level 1 to Level 5 (Including Functional Allocation Diagrams (FAD's) and BPMN. 	05%											
<ul style="list-style-type: none"> • Generation of Standard Operating Procedures (SOP's) and Job descriptions from the process models 	05%											
<ul style="list-style-type: none"> • Generation of project documentation e.g. Business Requirements, & Functional specifications from the process models. 	05%											

Guide to response	Valuation Criteria	Details						
		<ul style="list-style-type: none"> • What are the risks and constraints of the project? • Critical success factors • Concerns, expectations, exclusions and assumptions; • Issues <p>Note: the intention is to primarily use internal GPAA Business Analysts to carry out modeling of the processes. However the partner will need to provide guidelines and manage the analysts in this regard.</p>						
Annexure 7	Process Implementation & Measurement (Sub-project 4) Weighting: (10 %)	Submit details of the approach that would be taken (high level plan, milestones and resources), relevant experience, reference sites and available skills for the following: <table border="1" data-bbox="705 794 1865 1114" style="margin-top: 10px;"> <thead> <tr> <th data-bbox="705 794 1653 858">Approach, Experience & Skills</th> <th data-bbox="1653 794 1865 858">Weight</th> </tr> </thead> <tbody> <tr> <td data-bbox="705 858 1653 981"> <ul style="list-style-type: none"> • Formal implementation and conformance monitoring of the defined processes. </td> <td data-bbox="1653 858 1865 981">05%</td> </tr> <tr> <td data-bbox="705 981 1653 1114"> <ul style="list-style-type: none"> • Embedding conformance to and measurement of conformance to processes. </td> <td data-bbox="1653 981 1865 1114">05%</td> </tr> </tbody> </table> <p>Also describe:</p> <ul style="list-style-type: none"> • What is included and excluded from the Project? • What are the risks and constraints of the project? 	Approach, Experience & Skills	Weight	<ul style="list-style-type: none"> • Formal implementation and conformance monitoring of the defined processes. 	05%	<ul style="list-style-type: none"> • Embedding conformance to and measurement of conformance to processes. 	05%
Approach, Experience & Skills	Weight							
<ul style="list-style-type: none"> • Formal implementation and conformance monitoring of the defined processes. 	05%							
<ul style="list-style-type: none"> • Embedding conformance to and measurement of conformance to processes. 	05%							

Guide to response	Valuation Criteria	Details						
		<ul style="list-style-type: none"> • Critical success factors • Concerns, expectations, exclusions and assumptions; • Issues 						
Annexure 8	Continuous Process Improvement (CPI) (Sub-project 5) Weighting: (10 %)	Submit details of the approach (high level plan, milestones and resources) that would be taken, relevant experience, reference sites and available skills of the following: <table border="1" data-bbox="705 563 1865 790" style="margin-top: 10px;"> <thead> <tr> <th data-bbox="705 563 1653 632">Approach, Experience & Skills</th> <th data-bbox="1653 563 1865 632">Weight</th> </tr> </thead> <tbody> <tr> <td data-bbox="705 632 1653 711"> <ul style="list-style-type: none"> • Definition, Implementation & Monitoring of CPI processes </td> <td data-bbox="1653 632 1865 711">05%</td> </tr> <tr> <td data-bbox="705 711 1653 790"> <ul style="list-style-type: none"> • Ensuring adherence to CPI processes </td> <td data-bbox="1653 711 1865 790">05%</td> </tr> </tbody> </table> <p>Also describe:</p> <ul style="list-style-type: none"> • What is included and excluded from the Project? • What are the risks and constraints of the project? • Critical success factors • Concerns, expectations, exclusions and assumptions; • Issues 	Approach, Experience & Skills	Weight	<ul style="list-style-type: none"> • Definition, Implementation & Monitoring of CPI processes 	05%	<ul style="list-style-type: none"> • Ensuring adherence to CPI processes 	05%
Approach, Experience & Skills	Weight							
<ul style="list-style-type: none"> • Definition, Implementation & Monitoring of CPI processes 	05%							
<ul style="list-style-type: none"> • Ensuring adherence to CPI processes 	05%							
Annexure 9	Business Rules	Submit details of the approach (high level plan, milestones and resources) that would be						

Guide to response	Valuation Criteria	Details								
	Management Weighting: (15 %)	taken, relevant experience, reference sites and available skills of the following: <table border="1" data-bbox="705 320 1865 726"> <thead> <tr> <th data-bbox="705 320 1671 389">Approach, Experience & Skills</th> <th data-bbox="1671 320 1865 389">Weight</th> </tr> </thead> <tbody> <tr> <td data-bbox="705 389 1671 520"> <ul style="list-style-type: none"> Development & implementation of a business rules definition method </td> <td data-bbox="1671 389 1865 520">05%</td> </tr> <tr> <td data-bbox="705 520 1671 651"> <ul style="list-style-type: none"> Definition & implementation of business rules within a rules engine </td> <td data-bbox="1671 520 1865 651">05%</td> </tr> <tr> <td data-bbox="705 651 1671 726"> <ul style="list-style-type: none"> Implementation, training, maintenance & reuse of business rules </td> <td data-bbox="1671 651 1865 726">05%</td> </tr> </tbody> </table> <p>Also describe:</p> <ul style="list-style-type: none"> What is included and excluded from the Project? What are the risks and constraints of the project? Critical success factors Concerns, expectations, exclusions and assumptions; Issues 	Approach, Experience & Skills	Weight	<ul style="list-style-type: none"> Development & implementation of a business rules definition method 	05%	<ul style="list-style-type: none"> Definition & implementation of business rules within a rules engine 	05%	<ul style="list-style-type: none"> Implementation, training, maintenance & reuse of business rules 	05%
Approach, Experience & Skills	Weight									
<ul style="list-style-type: none"> Development & implementation of a business rules definition method 	05%									
<ul style="list-style-type: none"> Definition & implementation of business rules within a rules engine 	05%									
<ul style="list-style-type: none"> Implementation, training, maintenance & reuse of business rules 	05%									
Annexure 10	Project Resources Weighting: (05 %)	Provide details of the required capacity in terms of adequate skills and resources that will be required (The following information should be provided in summary CV's context of the proposed solution):								

Guide to response	Valuation Criteria	Details
		<ul style="list-style-type: none"> ○ Years of experience in implementing BPM projects ○ Certification of skills. ○ Relevant Implementation experience; ● Proposed resource organogram; and <p>Please state clearly where assumptions have been made and what these are. Indicate what additional information would be required to eliminate these assumptions.</p>
Annexure 11	Consortium/Sub-contractor Relationships Weighting: (0 %)	<p>4.1 Sub-Contractor Agreements</p> <p>Service providers that wish to sub-contract other Service Providers to compete for the award of this RFQ may do so at their own discretion. However only the principal service provider will be accepted as the authority to interface directly with GPAA and GPAA will have no relationship with any of the sub-contractors whatsoever. The association may not make any further modifications to its structure and formation after the submission of the RFQ documentation.</p> <p>Service providers must submit all requested information on each individual sub-contractor it intends using for the proposed solution. If the information is not provided or is incomplete, GPAA reserves the right to exclude the submission from the evaluation process.</p> <p>Service providers should clearly outline the relationship, in their RFQ Submissions, as well as the reason for sub-contracting and in what way the association will benefit GPAA.</p>

Guide to response	Valuation Criteria	Details
		<p>GPAA requires an agreement formalizing any sub-contractor relationships, to accompany this response.</p> <p>4.2 OEM Agreements</p> <p>Service providers must submit detailed description of business relationships / agreements between the service provider and their licensor / franchisee / partner including the identification of any restrictions on any of the participating parties.</p> <p>A detailed organogram, disclosing all related holding companies, subsidiaries and associates, and clearly showing the respective shareholdings must be submitted. This must also include any and all third parties to this request, i.e. foreign Service Providers, local Service Providers and or agencies involved in this bid, and their relationship to each other.</p> <p>A detailed description must be provided of what material, supplies, components and or resources are to be provided by whom. Indicative lead times must be included for the components required to build the solution as well as possible restrictions on the supply of the components.</p> <p>A detailed explanation as to what extent the respective parties, as depicted in the provided organogram, share in the profit margins to be made from this bid / project.</p> <p>An explanation and guarantees indicating to what extent the holding company and related subsidiaries and associates accept responsibility for the comprehensive risk profile of this project, with specific reference to the capital demands and available funding</p>

Guide to response	Valuation Criteria	Details
		<p>mechanisms.</p> <p>Provide details of existing partnerships, alliances, joint ventures and third party agreements.</p> <p>Describe in detail any partnerships that the service provider would have to leverage to deliver the proposed solution.</p> <p>Any indemnities proposed by the service provider in providing their solutions will be assessed.</p>
Annexure 12	<p>Reference Sites and Related Experience</p> <p>Weighting: (0 %) (included elsewhere)</p>	<p>For Annexure 4-8 the service provider must include the company name, company contact with address and telephone number, and detailed descriptions of potential reference sites that could be inspected to see a similar solution implemented or management in operation. GPAA reserves the right to independently approach these companies without reference to the service provider.</p> <p>The reference should only include Customer sites of similar size and scope to the proposed solution.</p>

Annexure A

(GPA)

SCM

Annexure A: Standard Bid Documents

SBD1

INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF
GOVERNMENT PENSIONS ADMINISTRATION AGENCY (GPAA)**

BID NUMBER: GPAA 17/2015

CLOSING DATE: 17 August 2015

CLOSING TIME: 11:00 am

DESCRIPTION **Render Business Process Management consulting services for the period of three years.**

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND
SIGN A WRITTEN CONTRACT**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT GEPF ADDRESSED TO:
Government Pensions Administration Agency (GPAA): Consulting Services Bid
34 Hamilton Street

ARCADIA

PRETORIA, TSHWANE

0001

Bidders should ensure that bids are delivered in time to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 8 hours a day between 08:00 to 16:30, Monday to Fridays.

**ALL BIDS MUST BE SUBMITTED WITH THE STANDARD
FORMS – (NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN THE BID BEING
DISQUALIFIED) ALL STANDARD BIDDING DOCUMENT AS
ATTACHED**

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER:

FACSIMILE NUMBER CODE NUMBER.....

VAT REGISTRATION NUMBER

HAS A VALID AND ORIGINAL TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2)?

YES/NO

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

SBD3.1

PRICING SCHEDULE – FIRM PRICES

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number GPAA 17/2015
Closing Time 11:00 on	

OFFER MUST BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

Sub-Project 1: Definition/Maintenance of the process repository

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	1	Project Manager / Lead Consultant rate <i>(2 days/month)</i>	R/hr
2	1	Rate for Aris repository manager (on-site) <i>(3 days per week)</i>	R/hr
3	1	Rate for Aris scripiter (on-site) <i>(2 days per week)</i>	R/hr
4	1	Training of 10 modelers per year on method; governance etc...	R
		TOTAL(VAT Inclusive) <i>Over the 3 year contract period</i>	R

Sub-Project 2: BPM Training / Awareness

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	1	Training 50 GPAА users on process awareness, model reading & interpretation, business publisher and model governance <i>(incl. basic process analysis & process performance measurement concepts)</i>	R
2	1	Development of training materials	R
3	1	Trainer rate per hour <i>(Estimate the total hours required for training)</i>	R/hr
		TOTAL(VAT Inclusive)	R

Sub-Project 3: Enterprise Architecture Definition, Process/Business Re-engineering, Process Implementation & Monitoring and Continuous improvement.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	1	Business/ Process architect rate	R/hr
2	1	Definition of technical and information architecture standards and convention manual	R
3	1	Trainer rate per hour (10 users)	R/hr
4	2	Rate for 2 x senior business analysts/process engineers to assist with process re-engineering & continuous improvement & project/process implementation and performance monitoring (Full time)	R/hr
5	2	Rate for 2 x business analysts/process engineers to assist with process re-engineering & continuous improvement & project/process implementation and performance monitoring (Full time)	R/hr
		TOTAL(VAT Inclusive)	R

Sub-Project 4: Business Rules Management

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	1	Rate Senior Business Analyst (BRM expert) (Analysis and design of GPAA business rules)	R/hr
2	1	Business rules definition/mapping/writing method	R
3	1	User training on the Business rules definition/mapping/writing method (cost per user)	R
		TOTAL(VAT Inclusive)	R

Sub Project 5: Other Project Resources (If applicable to your solution design)

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	1	<Resource Role>	R/hr
		TOTAL(VAT Inclusive)	R

Sub Project 6: Proposed Value Add Items (Above the RFP requirements or scope, if applicable)

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	1	<Value Add Item	R
		TOTAL(VAT Inclusive)	R

Required by: GPAA /CEO

At: 34 Hamilton str

Brand and model

Country of origin

Does offer comply with specification? *YES/NO

If not to specification, indicate deviation(s)

Period required for delivery

*Delivery: *FIRM/NOT FIRM

Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

* Delete if not applicable

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies **YES/NO**

4 **DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2011**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the **90/10** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together

with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2..1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;

- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor? ...
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :.....

9.3 Company registration number
:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. Failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Annexure B

(GPA)

SCM

Annexure B: Special Conditions of Contract

General Notes

The purpose of this Special Conditions of Contract (SCC) is to:

- (i) Draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Pensions Administration agency(GPAA); and
- (ii) To ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the project and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract (GCC) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.

Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

1.1. Bid Submission

- 1.1.1. Bidders will be permitted to submit bids by:
Hand: 34 Hamilton Street, Arcadia, Pretoria.
- 1.1.2. Closing Date: **17 August 2015**
- 1.1.3. Closing time: **11:00 am.**

1.2. Validity of Bids

- 1.2.1. Bidders are required to submit bids valid for **120** days.

1.3. Two-stage Bidding

- 1.3.1. For this bid a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of a conceptual design or performance specifications are scored. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.
- 1.3.2. Suppliers are requested to submit their proposal in separate envelopes, with the technical proposal separated from the price proposal.
- 1.3.3. A minimum number of five (5) copies of the technical proposal with one (1) original that totals 06 copies as well as six copies of the pricing proposal which must be in a separate envelope clearly marked as such. They should both be on CD softcopy.
- 1.3.4. Suppliers who fail to meet the minimum criteria below will be eliminated and considered non responsive:

- Names and relevant experience (years) of the team who will be working on the GPAA account must be provided.
 - Submission of a valid original Tax Clearance Certificate.
 - Submission of a proposed service level agreement.
 - Consultants who have been found guilty of unprofessional conduct by any supervisory or regulatory body and criminal offence by any court of law will be disqualified.
 - Bidders who attain a score of less than **60%** on Phase 1 of functionality will be automatically disqualified.
- 1.3.5. The GPAA reserves the right to carry out a due diligence exercise on bidders including but not limited to a presentation.
- 1.3.6 The potential revenue that the Service Provider will receive from GPAA for the proposed solution cannot exceed more than twenty five percent (25%) of the Service Provider's total revenue on an annualized basis.
- 1.4. Late Bids**
- 1.4.1 Bids received after the time stipulated will not be considered. Late bids will be posted back to the bidder un-opened.
- 1.5. Clarification or Alterations of Bids**
- 1.5.1 Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.
- 1.5.2 Requests for clarification needed to evaluate bids and the bidder's responses should be made in writing.
- 1.6. Completeness of Documentation**
- 1.6.1. It will be ascertained whether bids:
- a. Include valid original tax clearance certificates
 - b. Have been properly signed and completed
 - c. Are substantially responsive to the bidding documents
 - d. Are generally in order.
- 1.6.2. If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.
- 1.6.3. The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

1.7. Rejection of all Bids

GPAA reserves the right to reject of all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

1.8. Associations between Consultants

- 1.8.1. Consultants are encouraged to associate with each other to complement their empowerment credentials and their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy.
- 1.8.2. Consultants who do form a joint venture will agree on their terms and conditions and inform the GPAA of the details of such a joint venture for approval. The GPAA will require one valuator to the Fund and two other actuaries to be signatories of valuation reports.

Annexure C

(GPAA)

SCM

Annexure C: General Conditions of Contract

GPAA PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this Annexure is to:

- i. Draw special attention to certain general conditions applicable to GPAA bids, contracts and orders; and
 - ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with GPAA.
- In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
 - The General Conditions of Contract will form part of all bid documents and may not be amended.
 - Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid if applicable and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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13. Incidental services
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15. Warranty
16. Payment
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public employee in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its GEPF and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice

among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14. **“GCC”** means the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an employee written order issued for the supply of goods for works or the rendering of a service.
- 1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written”** or **“in writing”** means handwritten in ink or any form of 96 electronic or mechanical writing.

2. APPLICATION

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.gov.za.

4. STANDARDS

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. 3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. PERFORMANCE

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance **security** of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there is no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing Energy Board concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY OF DOCUMENTS

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11. INSURANCE

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. TRANSPORTATION

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. INCIDENTAL SERVICES

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- a. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - b. in the event of termination of production of the spare parts:
 - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. PRICES

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. CONTRACT AMENDMENTS

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. ASSIGNMENT

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. SUBCONTRACTS

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIERS PERFORMANCE

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authorities.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

- 21.6. Upon any delay beyond the delivery period in the case of supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b. if the Supplier fails to perform any other obligation(s) under the contract; or
 - c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State

may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. SETTLEMENT OF DISPUTES

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- a. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - b. the purchaser shall pay the supplier any monies due the supplier.

27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

28. LIMITATION OF LIABILITY

28.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser.

28.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. APPLICABLE LAW

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. NOTICES

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GEPA must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.