



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

**Request for proposal (RFP) for the GPAA ICT Testing
Services Supplier List
Bid (GPAA 27/2016)**

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1. Scope and Terms of Reference

This document outlines the scope of work and terms of reference for bidding companies to be added to the **Preferred ICT Testing Services Provider List** of the Government Pensions Administration Agency (GPAA).

The GPAA is looking for services of suitably qualified and experienced ICT testing service providers to design, implement and support a Test Center of Excellence (TCOE) for the GPAA ICT department, for the GPAA ICT Modernisation Programme, and for day-to-day maintenance operations.

2. Background

The GPAA's Business-as-Usual service represents the day-to-day ICT operational activities which includes the running of the Mainframe (Natural Adabas), Microsoft (Active Directory and Exchange), Linux and Solaris Operating Systems.

Databases range between Oracle and MS SQL that operate either as standalone or in a clustered environment while the server environment ranges from HP to IBM and run mostly virtual systems.

The network environment is predominantly Cisco, whilst the desktop environment is comprised of mostly HP with a minority of Dell models. The GPAA will be receiving Lenovo machines in future.

The makeup of the Applications / Development environment is Java, Natural Adabas, UI, Web with SharePoint, Kaseya and ACCPAC as specific applications.

The Modernisation Programme represents the implementation of new applications and/or technology to support the entire pension administration process.

This programme runs the development, architecture and professional services required for implementing the new pensions applications. Other projects such as Enterprise Content Management (ECM), Identity and Access Management (IAM), Pensions Case Management (PCM) and Data Quality Management (DQM) also fall within the Modernisation space.

The architecture or development frameworks employed are that of SOA, TOGAF, Agile, Business Process Engineering, etc. The new systems shall run on server arrays, including but not limited to the Oracle Supercluster with Dipforge and Hadoop execution layers.

Due to the transition in software technology from a legacy to a third generation software environment as an example, it is crucial that the modernisation programme is supported with appropriate skills and processes.

Testing, as with any project, is one of the crucial elements in the delivery of ICT projects and it therefore not only requires special focus, but it is also dependant on adequate skills and processes to ensure quality delivery.

3. Purpose

The purpose for the establishment of a preferred ICT Testing Services Supplier List is to provide a database that will enable a broad base of ICT service providers to participate in the delivery of ICT testing services to the GPAA.

The Bid will result in a panel of service providers being appointed for a thirty six (36) month period. The panel will remain firm for that period. The GPAA however reserves the right to add specialised expertise to the panel during that period. The GPAA also has the right to remove a service provider from the database if any non-delivery / non-compliance are experienced. The primary objective being to bring the procurement cycle time in terms of the critical nature of systems support and delivery to a more acceptable level, without losing

the core principles of value for money, open and effective competition, ethics and fair dealing, accountability and equity.

The panel will be compiled in respect of each area of expertise, through the creation of a database in which particulars of the various service providers together with the expertise offered are contained. Each service provider must stipulate in which of these categories they offer a service.

4. Scope of Work

Allocation of work for both the provision of ICT Testing Services will be made on a skill, expertise and cost basis and will be dependent on the nature of the work and the relevant specialist area of expertise required. Contracts can range from short-term three (3 month) contract to long-term (36 month) contracts.

The requirement for the modernisation programme is to implement a fully functional and operational test centre of excellence within the GPAA ICT environment. The design and implementation of the test centre of excellence will include the following services:

1. TCOE Implementation:
 - Test Department Maturity Assessment.
 - Test Department Strategy.
 - Organogram (Reporting Structure and Roles).
 - Process Governance (System Testing Life Cycle (STLC), Quality Gates, Delivery Artefacts etc.).
 - Technical Testing Implementation (Security, Automation and Performance).
 - Test Infrastructure and Data Strategy.
2. Operations and Projects:
 - Test Management.
 - Test Analysis and Test Execution.
 - Automated Testing.
 - Performance Testing.
 - Security Testing.
 - Application Lifecycle Management Administration.

Below are the key projects for which the testing services are required for the next 36 months:

- Pension Claims Automation
- Document and Records Management Systems (Oracle ECM and Microsoft SharePoint)
- Data Quality Improvement
- Oracle HCM
- Intranet and Internet Website Development
- Digital Signatures
- Queue Management System

The transfer of skills and knowledge during the delivery of services, are included for all the listed services.

5. Deliverables / Key Outputs of the ICT Service Provider

The preferred service providers would be required to provide ICT Testing Services to the GPAA for a specific focus area.

Delivery and output is dependent on the defined scope of work/work packages and the assessment criteria will be addressed at the time of scoping.

Each contracted work package will be accompanied with its own custom SLA and the service provider will be obliged to conform and comply with the agreed SLA for any ICT Testing services which it is contracted for.

The services providers will ensure sufficient transferring of skills and knowledge during the delivery of the testing service. The GPAA also requires service providers to have the ability to mentor internal staff in terms of concept, process and technical skills.

The service provider shall be required to take full responsibility for its resources including management, performance management, guarantee of quality in the level of service provided, and have the responsibility and contractual control for resources supplied.

6. Minimum Competence Requirements

The following experience based requirements need to be met in order for the respondent to be shortlisted for evaluation:

6.1. Organisation Industry Experience

- 6.1.1. Mandatory Financial Services Board (FSB) experience of minimum 5 years.
- 6.1.2. Mandatory Financial Portfolio Administration of 5 years.
- 6.1.3. Pension Administration Advantageous.

6.2. Organisation Testing Experience

- 6.2.1. Mandatory minimum 10 years' experience in test governance and management.
- 6.2.2. Mandatory minimum 10 years' experience in test analysis and execution.
- 6.2.3. Mandatory minimum 10 years' experience in automation and performance testing.
- 6.2.4. Security Testing Advantageous.

6.3. Organisation Tools Experience

- 6.3.1. Mandatory minimum 8 years' experience in QTP/UFT.
- 6.3.2. Mandatory minimum 10 years' experience in QCI/ALM.
- 6.3.3. JMeter Advantageous.
- 6.3.4. OWASP and Nessus Advantageous.

6.4. Organisation ICT Experience

- 6.4.1 Mandatory 5 years TPI or TMMI experience.
- 6.4.2 Mandatory 3 years Agile experience.
- 6.4.3 CoBIT and Prince2 Advantageous.
- 6.4.4 ITIL Framework.
- 6.4.5 Oracle Advantageous (ECM, HCM, PeopleSoft).

7. Pricing

As an indication of what service fees would be, a rate card needs to be attached in order to gauge costing for ICT testing services. This will also be used within the evaluation process to assess service provider suitability for the preferred testing service provider panel.

Please refer to the SBD 3.1 for the pricing schedule.

Once the work packages has been defined for the required services, the above completed rate card will be used to bench mark service fees. This will be calculated using role, role count and time.

8. Contractual Obligations

The GPAA and the Preferred Service Provider will enter into a contract detailing the terms and conditions' governing the relationship once the preferred service provider has been appointed.

At minimum the following shall apply:

8.1. Consultant Vetting

All resources placed at the GPAA must be vetted and will undergo a criminal and credit check. Resources failing these checks will not be allowed to enter the GPAA premises.

8.2. Standards and Procedures

All resources placed at GPAA must adhere to all GPAA's policies and procedures; general standards and methodologies.

8.3. Appointment Procedure

The following procedures shall apply to the awarding of proposed test services.

The GPAA will supply the request for services to the applicable service providers on the panel via **Internet e-mail (It is the responsibility of the service provider to inform GPAA of any address changes)**. This will be in the form of a request for quotation, specifying the type and level of service, particular combination of technical skills required implying the minimum requirements of the categories described in Section (4) as well as any specific contract periods or other conditions to apply.

The Service Provider will be given four (4) working days within which to prepare and submit quotations and a suitable Curriculum Vitae (CV) in response to the request.

Only quotations and CVs submitted at the stipulated time and date provided per the request will be included in that specific request for quotation evaluation.

The quotations and CVs shall then be presented to the GPAA via e-mail to the requestor of the service.

The CV shall be neatly structured and accurate in content with reference to previous clients.

The allocation of work to the successful service provider shall be based on the specific criteria set for each request and will include cost, knowledge, skill and experience in the relevant business environment.

After final selection and letter of notification, the successful service provider shall commence with the service on the officially agreed commencement date with GPAA.

The successful service provider will be required to abide by the GPAA Policies and Procedures and any additional Policies and Procedures introduced to GPAA staff from time to time.

8.4. Evaluation Process

Once a vendor is placed on the panel of service providers, bids will be evaluated according to the following criteria:

- Conformance to the required specifications;
- Conformance to the provisions enumerated within documents **GPAA SCM Policy**; and
- The GPAA BEE Policy.

8.5 Placement of Resources

The following evaluation procedures shall apply to the placement of proposed resources:

An evaluation committee will be formed, under the Chairpersonship of the Chief Information Officer

A short list of candidates will be compiled in accordance with:

- The specific requirements and skills required to supply the service;
- The curriculum vitae of the persons recommended;
- The rate(s) quoted by the Bidder for the specified expertise level(s); and
- The GPAA Employment Equity Plan.

Personal interviews will be conducted with the proposed service provider resources for the specific testing service and the Committee will accept the most suitable candidate on a point allocation basis (criteria and weight).

The appointment is valid only after the service provider has received written notification from GPAA as well as agreement and finalise of the SLA per service request.

GPAA reserves the right to negotiate the rates that they are prepared to pay for that particular service prior to the finalization of the appointment.

8.6 Working Hours

Resources will be required to adjust their working hours to the GPAA normal business hours. Normal hours are **9.0** hours on site 8 productive hours and 1 hour lunch.

Resources will not be entitled to claim for overtime, (as per the BCEA – 75 of 1997).

8.7 Parking and Travelling Costs

The GPAA will provide suitable travel, parking and subsistence arrangements relating to project work that is requested by the GPAA that may be away from the contractually stated site of operation. The GPAA will not provide traveling or parking costs for any deployed service provider resource whose tasks are based solely at the contracted site.

The maximum Rand value of travelling and accommodation is determined by the GPAA Subsistence and Travelling policy and should be adhered to.

8.8 Extension of Service Period

The GPAA reserves the right, given timely notification (60 days) to the service provider, to extend contracted service periods. On agreement of extension, the service provider shall ensure that adequate resourcing is supplied by either retaining the current resources or deploying additional and adequately skilled resources.

If other resources are brought on site for the extension period, those resources will have to go for criminal and credit vetting as well as a skills and experience interview by the GPAA.

In the event of service providers requesting an extension on contracted services, the GPAA reserves the right to:

1. Approve the request without any additional costs to the GPAA
2. Reject the request which may lead to service termination

8.9 Accommodation and Office Equipment

The GPAA will supply the necessary accommodation and office equipment (relevant office furniture, computers, software and other office equipment) for the appointed service provider resources for the duration of the service period.

Resources will be responsible for the supply of his/her own stationary excluding stationary and other consumables needed for printing, photo copies and facsimile's which will be supplied by GPAA.

The use of the GPAA accommodation and equipment for non-GPAA specific tasks is discouraged and if, at the GPAA's discretion, usage of these facilities is deemed to be inappropriate, this may lead to termination of the resource's contract.

Resources shall make use of the GPAA biometrics system for clocking, timesheet and invoicing purposes.

9. Training of service provider resources

The GPAA recognises the need for the continuous development of scarce IT resources and will encourage skills transfers on GPAA employees.

The service provider shall not bill the GPAA for any expenses whilst its resources are undergoing training, attending seminars or other educational sessions at the instigation of the service provider or resource and for the purpose of longer term career development.

The service provider shall provide GPAA resources with regular training so as to ensure maximum benefit of services to the GPAA.

Where there is a need for specific training, awareness or general information gathering identified by GPAA, which will result in immediate benefit for GPAA and GPAA deems a service providers' resource the most suitable individual to attend these sessions, GPAA will cover the cost of the session and other expenses of the resource for that period. The GPAA, prior to attendance, must approve any session, which may be considered within this category.

10. Performance of deployed service provider resources

If, in the opinion of GPAA, a resource is deemed inefficient, negligent, disrespectful, objectionable, or in any other way regarded as unsuitable for the GPAA environment then, at GPAA discretion, the service provider shall, on receiving such written notice, immediately (24 hours) remove the resource from the GPAA environment. Resources removed from the GPAA site in this manner shall not be considered for further contract work in GPAA within the 24 month period.

The removal of a resource's may lead to the re-issuing of the same requirement.

11. Service Termination

The GPAA reserves the right to terminate the contracted services of a service provider based on the following:

1. Breach of contractual SLA.
2. Illegal activities from the service provider or any of its resources on the premises of the GPAA.
3. Illegal or fraudulent activities that directly or indirectly impacts the relationship between the service provider and the GPAA.
4. Gross negligence or incompetence.
5. Misrepresentation of skills and experience by the service provider.
6. Non-compliance to the GPAA policies.
7. Solicitation of GPAA personnel to any other labour vendor.

In the event of service termination by the GPAA for the above mentioned reasons, the GPAA reserves the right to recuperate compensation for any losses, current or future, that is as a result of the above mentioned reasons.

If agreed by the GPAA, a service provider can terminate its services by giving written notice to the GPAA and adhering to the agreed notice period. In such instances, the service provider is obliged to adhere to the notice period, delivery and cost demands of the GPAA.

12. Service Provider Consultant Acquisition (Non-Negotiable)

To establish a core of permanently employed ICT Personnel, GPAA reserves the right to negotiate with a resource for direct employment with the GPAA after being deployed by the contracting service for 24 months. At the 24 month anniversary after a resource has been deployed or thereafter, the GPAA reserves the right to engage the resource with direct employment offers without having to compensate the service provider related to buy out clauses.

In the instances where the GPAA seeks to employ a service provider consultant within the 24 month period, a placement fee of 15% of the consultant's basic annual remuneration will be paid to the said Service Provider.

The service provider confirms hereby that any **Restraint of Trade clauses** applicable to such individuals, in terms of their agreements with the service provider will be waived.

In addition, where it is evident that a resource is no longer satisfied with the service provider as main contractor, GPAA reserves the right, should it deem the loss of GPAA acquired business and technical skills of the resource to be substantial, to offer the resource direct employment.

13. Evaluation Criteria

Item No.	Evaluation Criteria Item: 90/10 Principle	Weight
A	<p>Administrative Compliance: The following <u>compulsory</u> statutory documents:</p> <ul style="list-style-type: none"> • Valid Original Tax Clearance Certificate (SBD 2);/SARS Tax status certificate with PIN number • Completed SBD 3.1;(Pricing proposal) • Completed SBD 4; • Completed SBD 8; • Completed SBD 9; • Technical Response. <p>Failure to comply with the administrative requirements will render your proposal non responsive and will not be evaluated further, therefore disqualified.</p> <p>Bidders will be subjected to positive risk assessment report prior to award.</p>	
With the functional points made up as follows:		
B Functionality:		
C1	Experience and References related to TCOE Implementation and Test Governance as included in Scope of Work.	15%
C2	Experience and References related to Project and Operational Test Management.	20%
C3	Experience and references related to Structured Manual Testing	30%

	across different test phases.	
C4	Experience and references related to Technical Testing (Automation, Performance and Security).	25%
C5	Qualification and CVs of the proposed project team leaders including their project team members.	10%
	Minimum 60% functionality threshold	
C	Price	90%
	BBBEE Level points	10%
	TOTAL FUNCTIONAL	100%

Functional Evaluation:

The table below needs to be completed as input for the evaluation. We also require respondents to provide additional narratives for the below items as further input for the evaluation, as well as a skills matrix that indicates additional skills other than the ones mentioned below..

Table keys:

1. Competency Area
 - a. Area of skill.
2. Has Capability
 - a. Does the respondent organization possess skills for the applicable competency area.
3. Organization Experience
 - a. How much experience in years does the organization have in the competency area.
4. Rating
 1. Can perform this activity but not without supervision and assistance.
 2. Can perform this activity and has a basic understanding of theory, implementation and practice principles, but requires some supervision and assistance.
 3. Can perform this activity with understanding of theory and practice principles without assistance and/or direct supervision.
 4. Can perform this activity and is knowledgeable and skilled enough to adapt to special and exceptional situations.
 5. Can perform this activity with high adaptability to special and exceptional situations where there may be increased levels of risks and complexity as well as leading and mentoring others in performing this activity.
5. Implementation References
 - a. Organizations which can be used as a reference for the applicable competency area.

Competency Area	Has Capability (Y/N)	Organization Experience (In Years)	Rating (1-5)	Implementation References
(C1) TCOE Implementation and Test Governance				
Implementation of Test Governance frameworks (TPI, TMMI)				
Design of Test Organization (RACI)				
Testing alignment to CoBIT				
Agile Test Strategies				
Test Infrastructure Design				
Gap Analysis and Risk assessment				
Technical Testing Strategies				
Process Compliance vetting				
Competency Area	Has Capability (Y/N)	Organization Experience (In Years)	Rating (1-5)	Implementation References
(C2) Project and Operational Test Management				
Project and Release Test Planning				
Delivery management				
Management of testing risks and issues				
Test Infrastructure Management (Code, DB, Servers, Access etc)				
Regression Test Plans				
Test automation scoping				
Defect management				
Progress reporting (Steercom and Daily Operations)				
Competency Area	Has Capability (Y/N)	Organization Experience (In Years)	Rating (1-5)	Implementation References
(C3) Manual Testing				
BRS and FRS analysis				
Test Requirements Definition				
Test Case Designs				
Testing Techniques				
Test Sizing and Estimations				

Data Preparation				
Regression Testing				
Agile Testing				
UML, ARIS				
Pension\Portfolio Knowledge				
FSB Knowledge				
ALM (Requirements, Test Plan, Defects)				
Competency Area	Has Capability (Y/N)	Organization Experience (In Years)	Rating (1-5)	Implementation References
(C4) Technical Testing (Automated, Performance and Security)				
ALM installation, upgrades & configuration				
ALM scripting				
Automated & Performance Test tool implementation				
Technical Gap Analysis				
Automation & Performance script development				
Automated Testing Frameworks				
Java, Javascript				
UFT				
Python				
Perl				
Bash				
Jmeter				
VBScript				
Web Service Testing				
XML				
Oracle, SQL				
Linux				
Penetration and Injection Testing				
Security reviews of application designs and code				
Nessus				
OWASP				

Encryption				
SSL/TSL				
Rest, SOAP, APIs				
Competency Area	Has Capability (Y/N)	Organization Experience (In Years)	Rating (1-5)	Implementation References
Training				
Test Process Training/Mentorship				
ALM Training/Mentorship				
UFT Training/Mentorship				

14. Contact Person

All technical enquiries must be addressed by e-mail to
Meiring.coetzee@gpaa.gov.za

All administration enquiries must be addressed by e-mail to
william.ramaroka@gpaa.gov.za.

1.1. Bid Submission

1.1.1. Service providers will be permitted to submit bids by:

Hand: Government Pensions Administration Agency
34 Hamilton Street
Arcadia
Pretoria

1.1.2. **Closing Date: 01 August 2016.**

1.1.3. **Closing Time: 11:00 am.**

1.2. Compulsory Briefing

A compulsory briefing will be held at **10:00 am on 15 July 2016** at the GPAA Head Office on 34 Hamilton Street, Arcadia, Pretoria. Only bids received from service providers who attended the compulsory briefing will be considered.

1.3. Validity of Bids

1.3.1. Service providers are required to submit bids valid for 120 days.

1.4. Two-stage Bidding

1.4.1. For this bid a two-stage bidding procedure will be used.

1.4.2. Service providers are requested to submit their proposal in separate envelopes, with the technical proposal separated from the price proposal.

1.4.3. A minimum number of five copies of the Technical proposal will be needed along with five copies on the pricing proposal which is in a separate envelope will be required.

1.4.4. Suppliers who fail to obtain a minimum score of **60%** for functional criteria, points out of 90, will be eliminated and considered non responsive.

1.4.5. Failure to comply with the above indicated provision will lead to a proposal being disqualified.

1.5. Late Bids

1.5.1. Bids received after the time stipulated will not be considered. They will be posted back to the bidder un-opened, to the return address specified on the outside of the envelope.

1.6. Clarification or Alterations of Bids

1.6.1. Service providers will not be requested or permitted to alter their bids after the deadline for receipt of bids.

1.6.2. Should requests for clarification be needed to evaluate bids then the bidder's responses should be made in writing.

1.7. Completeness of Documentation

1.7.1. It will be ascertained whether bids:

- a. Include original tax clearance certificates.
- b. Have been properly signed and completed.
- c. Are accompanied by the required securities.
- d. Are substantially responsive to the bidding documents.
- e. Are generally in order.

1.7.2. 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.

1.7.3. The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

1.8. Rejection of all Bids

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

1.9. Associations between Service providers

1.9.1. Service providers may associate with each other to complement 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.

1.10. Bidders will be subjected to positive risk assessment report prior to award.

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 are familiar 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
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
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's 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 organisation 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 expenses 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. 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. DELIVERY OF DOCUMENTS

- 8.1. 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.
- 8.2. Documents to be submitted by the supplier are specified in SCC.

9. INSURANCE

- 9.1. 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.

10. TRANSPORTATION

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

11. PAYMENT

- 11.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 11.2. 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.
- 11.3. 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.
- 11.4. Payment will be made in Rand unless otherwise stipulated in SCC.

12. PRICES

- 12.1. 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.

13. CONTRACT AMENDMENTS

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

14. ASSIGNMENT

- 14.1. 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.

15. DELAYS IN THE SUPPLIERS PERFORMANCE

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. 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.

16. PENALTIES

- 16.1. 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.

17. TERMINATION FOR DEFAULT

- 17.1. 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.
- 17.2. 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.

18. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 18.1. 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.

19. FORCE MAJEURE

- 19.1. 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.
- 19.2. 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.

20. TERMINATION FOR INSOLVENCY

- 20.1. 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.

21. SETTLEMENT OF DISPUTES

- 21.1. 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.
- 21.2. 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.
- 21.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 21.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 21.5. 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.
- 21.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

22. LIMITATION OF LIABILITY

- 22.1. 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.
- 22.2. 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.

23. GOVERNING LANGUAGE

- 23.1. 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.

24. APPLICABLE LAW

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

25. NOTICES

- 25.1. 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.
- 25.2. 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.

26. TAXES AND DUTIES

- 26.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 26.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 26.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GPAA 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.

INVITATION TO BID

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

BID NUMBER: **GPAA 27/2016** CLOSING DATE: **01 August 2016**
CLOSING TIME: **11:00 am**
DESCRIPTION **Render ICT 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 GPAA ADDRESSED TO:

The Chief Executive Officer
Government Pensions Administration Agency (GAA)
34 Hamilton Street
Arcadia
PRETORIA, TSHWANE
0001

Bidders should ensure that bids are delivered timeously 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 STANADARD 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 TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2)?
YES/NO
SIGNATURE OF BIDDER
DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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: GPAА 27/2016
Closing Time 11:00am on 01 August 2016	

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

The key projects for the next 36 months were listed above in the Scope of Work section. Based on the key projects the following resources should be included in the service pricing schedule.

The total pricing value will be based on the following number of resources and man hours for a financial year to quote for the service required. The main hours to be used for the annual cost are the 2016 hours.

ITEM NO	DESCRIPTION	ESTIMATED RESOURCE COUNT BASED ON LISTED PROJECTS	HOURLY RATE INCL VAT YR1	HOURLY RATE INCL VAT YR2	HOURLY RATE INCL VAT YR3	TOTAL COST YEARS INCL VAT (Resources times hourly rate for 3 years)
1	Test Manager	1	R	R	R	R
2	Functional Test Lead	2	R	R	R	R
3	Senior Test Analyst	2	R	R	R	R
4	Test Analyst	2	R	R	R	R
5	Technical Test Lead	1	R	R	R	R
6	Performance Tester	2	R	R	R	R
7	Automation Tester	3	R	R	R	R
8	Security Tester	1	R	R	R	R
9	Quality Center Admin	1	R	R	R	R
ICT Testing Service rand value						R

Required by: GPAА /ICT Department
 At: 34 Hamilton street, Arcadia, Pretoria

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

NB. The above rates must include travel, disbursement, overheads and any other related cost to the project implementation. No additional cost will be entertained by GPAА.

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 presently employed by the state? **YES / NO**

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 the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

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

(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 **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

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

**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	<u>90</u>
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<u>10</u>
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

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = 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

7

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 or 20 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.
- 2.
- 3.

DATE:.....

ADDRESS:.....

SBD8

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.

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	No
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) 326 5445.	Yes	No
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	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....

.....

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.

SBD 9

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.
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