

Confidential



# **Government Pensions Administration Agency (GPAA)**

**Terms of Reference (TOR)  
for a cloud based multi-channel contact centre  
solution for the GPAA**

## 1. INTRODUCTION

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The Government Pensions Administration Agency (GPAA) is currently undergoing a Modernisation Programme which focuses on the transformation of processes, technology and human capabilities to further enhance current operations, increase operational efficiencies and improve quality of service offered to its clients.

The contract with the current call centre technology service provider is coming to an end. The GPAA is looking for proposals for a cloud-based multi-channel contact centre technology solution to be used by its contact centre workforce.

The GPAA contact centre workforce is mainly located at the client contact centre at the Kingsley Centre in Arcadia Pretoria. Some contact centre agents are located at the GPAA regional offices and at the GPAA mobile vans.

## 2. PURPOSE

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The purpose of this request for proposal is to solicit proposals for providing a multi-channel contact centre technology solution to the GPAA contact centre and client facing workforce for a period of **3 (three) years**.

The provided solution must:

- Provide Computer Telephony Integration (CTI) functionality and the configuration thereof;
- Provide integration to the GPAA's CRM and back-end systems, including the sourcing of data to the GPAA's Data Warehouse;
- Integrate with other channels (e.g. SMS, fax and email) available to clients for interaction with the GPAA;
- Be cloud based; and
- The service provider must provide a service based solution

## 3. SCOPE OF WORK

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The service provider is required to provide the following products and services to the GPAA:

- 3.1 Provision, configuration and set-up of a production multi-channel contact centre solution as specified above.
- 3.2 Production multi-channel contact centre solution ongoing support as described in the solution specification above.
- 3.3 The following table provides minimum service hours.

**Table 1: List of Services**

<b>Service</b>	<b>Minimum Service Hours</b>
Fully functional contact centre solution	Business days 06:00 – 18:00
Operations Support (Break/Fix and administration) and Troubleshooting	Business days 06:00 – 18:00

- 3.4 Attend a weekly SLA meeting and provide a weekly SLA report to the GPAA management.
- 3.5 Provision, configuration and set-up of a test multi-channel contact centre solution as specified above. This test environment must cater for 5 – 10 users (all roles) that will test intended changes to the production environment before they are released to production.
- 3.6 Software upgrades whenever a new version is made available. These software upgrades will first be tested in the test set-up and will only be released to the production environment once formally approved by the GPAA, according the deployment schedule that is agreed upon with the GPAA and in compliance with the deployment governance procedures at the GPAA.
- 3.7 IVR Configuration and set-up changes. Provision must be made for 6 (six) major IVR configuration and set-up changes every year.
- 3.8 Service Level Agreement (SLA) for required service levels must be catered for. The following SLA levels are expected:

**Table 2: Required Services Levels**

<b>Service</b>	<b>Expected Level</b>
Response time to logged incident	Within 15 minutes
Incident resolution time (Severity 1)	Within 1 Hour

- 3.9 Penalties for not meeting the agreed SLAs will be imposed by the GPAA as follows:

**Table 3: Service Level Breach Penalties**

<b>SLA Breach</b>	<b>Penalty</b>
Service Management (Incident, Request, Problem)	A minimum of R3000 per hour per category and per breach; i.e. only if such does not lead to an incident else refer to “Failure to provide a Service due to Incident”.
Breach of Service (applies to one or more Services breached / not met)	Recoverable as per the full cost of the Service charged to GPAA. Recovery of penalties is accumulative for each Service breached or if non-provision of same Service occurs frequently.

<b>SLA Breach</b>	<b>Penalty</b>
Failure to provide a Service due to Incident	If an Incident results in the failure of the successful service provider to meet any or all of the Service Levels, GPAA shall have the right to claim penalties equivalent to the sum of each individual SLA breached.

- 3.10 Service recovery exercise at the successful service provider. The successful service provider must demonstrate twice a year that it can switch the rendering of the services from the fail over/secondary data centre without impacting the service provided to the GPAA and to fail over back to the original primary data centre.
- 3.11 Concurrent licenses (un-named) to be provided as specified in the specifications section.
- 3.12 Client Contact centre end user devices (including contact centre application, softphone and headphones must be provided). A PC/notebook will be provided by the GPAA for each contact centre agent.
- 3.13 The successful service provider must be able to support an unlimited number of service recovery exercises at the GPAA. A minimum of two such exercises will be done per year, one every 6 (six) months. The successful service provider will provide contact details of a person that coordinate all contact centre related activities during such exercises.
- 3.14 Network connection and port fees required for the connection between the GPAA and the successful service provider.
- 3.15 Project management and technical resources required for the installation of the proposed solution and the transitioning of the service from the incumbent service provider (1Stream/Internet Solutions) to the successful service provider.
- 3.16 Cut-over from the incumbent service provider to the successful service provider at the client relations centre must be done over a weekend with no disruption to the normal client contact centre activities. Proposed project timelines must be demonstrated within 1 month of GPAA issuing the Purchase Order to the successful bidder.
- 3.17 Cut-over from the incumbent service provider to the successful service provider at the regions may be done during week days in phased approach ensuring that no more than one regional office is transitioned at a time.
- 3.18 Provide support for the phased approach of this solution as envisaged in section 8.
- 3.19 Prepare and provide training for all users of the proposed solution prior to the deployment of the proposed solution. Call centre agents will be trained using the "Train the trainer" method where the successful service provider train trainers provided by the GPAA. Workforce managers, supervisors and quality assurers will be trained directly by the successful service provider.
- 3.20 Participate in formulating change management strategies for the GPAA where required.
- 3.21 Provide detailed documentation of the solution as well "As built" documentation of the solution.
- 3.22 The service provider must provide the decommissioning strategy for the end of the contract.

## **4. TECHNICAL & FUNCTIONAL REQUIREMENTS**

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It is required that a multi-channel contact centre service is provided to the GPAA transparently hosted at data centres designated by the successful service provider.

This contact centre solution must have features and capabilities as described in the following sections.

### **4.1 Technology**

- The proposed solution is a commercially off the shelf (COTS) solution.
- The solution is based on Voice over Internet (VoIP) technology.
- Quality of voice must be ensured by applying Quality of Service (QoS) on IP communication (including voice communication) as per GPAA's QoS standards.
- Call quality monitoring facilities must be provided.
- The proposed solution shall be independent of the current telephony infrastructure of the GPAA.
- Multiple CODECs should be supported. Recordings must be accessible as MP3 format for playback purposes.
- Access to recordings for playback purposes should be possible even without the use of the proposed solution.
- Service Oriented Architecture (SOA) of the solution is an advantage.
- The proposed solution must be easily scalable.

### **4.2 Location of the Solution**

- The contact centre infrastructure is located outside of GPAA premises at data centres employed by the successful service provider.
- The data centres that are used to provide the proposed solution to the GPAA must be rated at least as tier 4 data centres and must reside at the republic of South Africa.
- At least two data centres must be used to host the solution.
- All data centres to be powered by different power grids.
- All data centres to be located within the borders of South Africa.

### **4.3 Location of Contact Centre Agents**

- The proposed solution should integrate the GPAA's main Contact Centre operations which will remain at the Kingsley Centre at Arcadia Pretoria.
- Call centre functionality should be available at all the GPAA regional offices.
- The GPAA has 15 regional offices throughout South Africa. The number of regional offices is expected to increase. Some regional offices will relocate premises. The successful service provider must demonstrate ease of connecting new GPAA regional offices to the proposed solution as well as accommodating the relocation of existing GPAA regional offices.
- The GPAA also uses 11 mobile vans that are used as roaming client contact centres. These vans make use of satellite communication to connect to the GPAA data centres. The incumbent service provider for satellite communication is Vox Telecoms. These

vans must also be able to connect to the proposed solution. The successful service provider must demonstrate ease of connecting new GPAA vans to the proposed solution

#### 4.4 Service Recovery/Failover

- The successful service provider must demonstrate that the contact centre infrastructure is configured such that it is highly available. High availability within a single data centre must be demonstrated.
- The successful service provider must demonstrate the capability to fail over from one data centre to another within 24 hours, should the active data centre used by the successful service provider becomes inactive or unavailable.
- Seamless availability of the contact centre infrastructure to the GPAA even if the active data centre of the successful service provider becomes inactive or unavailable is an advantage. Should this feature be provided, the successful service provider must demonstrate how this is achieved.
- The contact centre infrastructure will still be available to the GPAA even if a single network route between the GPAA and the successful service provider becomes inactive or unavailable.
- The GPAA has contracted a Work Area Recovery (WAR) site for user seats (outside of this solution). Should the GPAA’s main client contact centre facility become inactive or unavailable, the proposed solution must allow the GPAA to continue operations through the WAR site. 40 seats in the WAR site are allocated to contact centre agents.
- Communications between the WAR site and the data centres of the successful service provider will be done using the Internet.

#### 4.5 Back-End Integration

- The proposed solution must be able to integrate with a Client Relationship Management (CRM) application or a back-office application. It must be able to invoke the CRM application or back-office application, optionally using inputs received from a preceding IVR conversation with the client.
- Detailed information regarding both inbound and outbound calls (excluding the actual voice contents) received or made at the GPAA contact centre must be forwarded by the proposed solution to the GPAA Business Intelligence (BI) solution which is based on Oracle BI. The latency in providing this information to the GPAA BI solution must be less than 15 minutes.
- A detailed specification must be provided describing how to integrate between the proposed solution and the CRM and back-end systems of the GPAA.

#### 4.6 Call Statistics

- The following table provides call statistics that are currently experienced at the GPAA. The proposed solution must be able to cater for this volume of calls with an expected growth in call volumes of 10% annually.

<b>Statistic</b>	<b>Average</b>	<b>Maximum</b>
Incoming calls per day	5000	5500
Serviced calls per day (%)	65%	65%

<b>Statistic</b>	<b>Average</b>	<b>Maximum</b>
Abandoned calls per day (%)	35%	40%
Call Duration (in minutes)	7	15

#### **4.7 Support for Inbound Calls**

- The proposed solution must be able to receive incoming calls to either toll-free or share call numbers routed to the service provider's telephony equipment.
- The solution must be able to be configured to route incoming calls to agents based on agent availability and skills or purely based on agent availability.
- The proposed solution must allow an agent to capture notes at the end of each call.
- Configurable wrap-up time.

#### **4.8 Support for Outbound Campaigns**

- The proposed solution must be able to support outbound campaigns.
- The proposed solution must be able to place calls as requested by a CRM system or a back-end system in support of outbound campaigns.
- The proposed solution must be able to integrate with a CRM system or a back-end system and display the details of a client that is being contacted in support of outbound campaigns.
- The proposed solution must be able to allow a contact centre agent allocated to an outbound campaign to manually place outbound calls.
- Configurable wrap-up time.

#### **4.9 Contact Centre Agent Devices**

- Softphone (i.e. phones installed and configured on the contact centre PC desktop) support only is required. Actual phone appliances must not be proposed.
- The proposed solution must be compatible with Windows PCs/notebooks installed with Windows 7 64 bit or higher operating system.
- Phone control must be available and configurable per contact centre agent. All phone features should be configurable. In particular, enabling the dial-out should be configurable.
- USB Headphones (including earphones and microphone combination) must be provided. These headphones must be comfortably wearable for the duration of a shift (i.e. 8 (eight) hours). All contact centre agents, supervisors, quality assurers and managers at the client relations centre as well as 5 (five) designated employees at each of the regional offices as well as 40 seats in total for the GPAA mobile van fleet must be provided with headphones. An additional quantity of 20 headphones must be made available at the client relations centre as spares. See following table for headphone specs:



**Table 4: Headphone Specifications**

<b>Requirement</b>	<b>Specification</b>
Connectivity	USB Wireless Headphones Quick Disconnect (QD) option
Speakers	Listening Mode: Two ears
Microphone	Microphone Type: Noise-cancelling
Design	Wearing Style: Headband Ear Cushion Type: Leatherette
Batteries	Rechargeable. Full charge within 1 hour.
Range	At least 30 metres in a typical office setting
Talk Time	8 – 12 hours
Frequency Response	At least 150 Hz – 6.8 KHz
Ear pad size	Diameter in range of 5 – 8 cm
Headphone Weight	Less than 150 grams
Acoustic Features	Sudden loud noise removal

- 250 headphones must be provided. Headphone replacement as a result of wear and tear must be done by the successful service provider at an expected rate of 30% annually cumulative.
- Servicing of headphones including the replacement of earpiece sponges/leatherettes must be done by the successful service provider at least once every 6 (six) months.
- Servicing headphones in the event of staff turnover must be done. Staff turnover at a rate of 20% a year must be catered for.

**4.10 Licensing**

- A concurrent (not named) licensing model will be preferable to the GPAA. All-inclusive license pricing must be included in the service fees charged by the successful service provider.
- Minimum number of concurrent licenses to be provided as follows:

<b>Type of License</b>	<b>Minimum Number of Licenses</b>
Inbound Agent	200
Outbound Agent	10
Supervisor	10
Quality Assurer	10
Management	4
Workforce Manager	4
Email Agent	10

- The proposed solution must make provisions for a fluctuating number of contact centre agents.

#### **4.11 Call Routing**

- Contact centre agents must be able to route calls to their supervisor. The routed call will be handed over together with the supporting application that was used by the contact centre agent to assist the client.
- Supervisors must be able to route calls to contact centre agents reporting to them. The routed call will be handed over together with the supporting application that was used by the supervisor to assist the client.
- Both inbound and outbound calls must be routable.
- Reporting on routed calls must be provided.

#### **4.12 IVR Functionality**

- The proposed solution must have a configurable Interactive Voice Response (IVR) service. IVR messages and prompts must be able to be recorded and activated as required. Sequence of prompts and responses must be configurable.
- IVR must be able to integrate with a CRM or a back-end application.
- IVR conversations may be finalised without the need for a contact centre agent response. Self-help capability.
- The proposed solution must keep track of all IVR calls for reporting purposes.
- IVR prompted survey feature must be provided for at the end of inbound or outbound calls to the contact centre.

#### **4.13 Workforce Management**

- Must be easily configurable so that adding users, groups and roles can be done by members of the contact centre.
- The proposed solution must be able to allow contact centre agents to log in to the system and control their status (i.e. Ready, Busy, Not ready, Break, etc.).
- The proposed solution must include features to enable workforce planning and allocation and projection based on historical records and workforce availability.
- Integration with Microsoft Active Directory will be an advantage.
- The proposed solution must be capable of uniquely identifying contact centre agents by their user ID/name.

#### **4.14 Management Reports**

- The proposed solution must provide multiple, detailed and configurable reports regarding the nature of incoming calls and outgoing calls.
- The proposed solution must provide multiple, detailed and configurable reports regarding the contact centre workforce. E.g. who worked when, how many calls were fields by each agent, what skills were required by the agent to field calls, etc.
- The following management reports are envisaged at a minimum:

<b>Report Name</b>	<b>Description</b>	<b>Frequency</b>
Service report (both inbound and outbound)	Provide information on Services (Queues) into the call centre. The report automatically published the information as a summary per day and displays all days for the year requested.	Intraday(every 30 minutes), daily, weekly, monthly
Agent KPI Report	An agent report displaying occupancy, adherence, utilisation, QA evaluation scores and survey Results	Daily, weekly, monthly
IVR customer satisfaction survey per Agent	Displays the survey results per agent per each question	Daily, weekly, monthly
Queue detail report	Displays the details(delivered, abandoned, rejected, overflowed, queue and talk duration) for all inbound calls	Daily, weekly, monthly
Quality Assurance	All QA-related reports: evaluations, calibrations, trends analysis,	Daily, weekly, monthly
Evaluator productivity	Displays evaluations per evaluator	Daily, weekly, monthly
	Displays Evaluation, Interaction and Calibration Details per Evaluator per form	Daily, weekly, monthly
	Displays the average team score per day, per team	Daily, weekly, monthly
Agent Adherence:	This report displays information regarding adherence to schedules and agent state times per agent per day	Daily, weekly, monthly
	Provides information regarding break times per agent per day;	Daily, weekly, monthly
	Displays agents scheduled working hours per agent per team and service per day	Daily, weekly, monthly
Forecast Demand Daily:	Displays forecasted demand vs historic demand	Daily, weekly, monthly
Monitor demand Daily	Displays the Projected vs Real Time(actual) stats for Demand, answered calls, agents assigned, capacity and service levels per day and per interval (min 15 minutes)	Daily, weekly, monthly
Plan Indicators day detail	Displays Plan details per 15 minute interval per day per selected service	Daily, weekly, monthly
Vacation Map Agent	Displays calendar with leave dates for the selected agent for the year chosen	Daily, weekly, monthly
	Displays calendar with leave dates for the selected agents in the team for the year chosen	Daily, weekly, monthly

Report Name	Description	Frequency
Service Availability Reports	Report on the availability of the contact centre service solution. To be reported to the weekly SLA meeting at the GPAA.	Weekly
SLA	Report on all incidents reported to the successful service provider and their resolution. SLA adherence must be included in the report. To be reported to the weekly SLA meeting at the GPAA.	Weekly
QoS	Report on QoS level adherence for each of the contact centre agents. To be reported at the weekly SLA meeting at the GPAA.	Weekly

- Configurable dashboards must be provided showing both the contact centre management and agents the status of the contact centre on a single screen.

#### 4.15 Call Data Retention

- The proposed solution must be able to record all calls (inbound and outbound) and retain them for a period of 84 (Eighty Four) months, 7 (seven) years. Calls that are younger than 1 (one) month must be available immediately for playback. Older calls may be archived and available for playback on request after a restore process. At the end of the retention period, recorded calls may be deleted unless marked for further retention.
- The service provider must quote the voice and screen recording separately, to be activated/implemented at later stage.
- The successful service provider must ensure that access to the recordings is limited to only duly authorised users that are authorised by the GPAA to retrieve and review recordings.
- The proposed system must be able to mark recorded calls for further online availability, making them available for immediate playback beyond a period of 1 (one) month.
- The proposed system must be able to mark recorded calls for further retention beyond the standard retention time for all calls.
- The successful service provider must ensure that all data kept at the proposed solution is replicated to at least one other data centre. Such replication must be done within 15 minutes of call completion.
- As an additional backup measure, all recordings of the previous month will be provided monthly at the beginning of each month to the GPAA in an MP3 format, together with the call indexing metadata. These recordings will also include the following metadata:
  - a) Recording unique ID
  - b) Date and Time of recording
  - c) Telephone number from where the call originated from (to be automatically extracted unless the call originates from a hidden number).
  - d) User ID of the contact centre agent
  - e) Member number (if applicable and available)
  - f) Pensioner/Beneficiary number (if applicable and available)
  - g) Case number (if applicable and available)

- No recording may leave the boundaries of South Africa, or released to any party other than the GPAA without the prior written approval of the GPAA.

#### **4.16 Backups and Restores**

- The successful service provider must ensure that adequate backups are taken to tape at regular intervals, conforming to the GPAA backup policy.
- The successful service provider must demonstrate on a monthly basis that backups taken can be successfully restored back to disk.
- Backups may not leave the boundaries of South Africa, or released to any party other than the GPAA without the prior written approval of the GPAA.

#### **4.17 Multi-Channel Support**

- The proposed solution must be able to receive SMS messages, faxes and emails from clients and forward these to the GPAA's Enterprise Content Management (ECM) system for indexing and association with the client. The GPAA is currently in the process of installing Oracle Web Center Content as its ECM solution. The successful service provider is expected to successfully integrate the proposed solution with the GPAA ECM solution during the course of 2016.
- The successful service provider must provide an SMS gateway and fax gateway for incoming SMSes and faxes, with full redundancy.
- The successful service provider must make use of the GPAA mail server for incoming emails. Email server details will be provided by the GPAA to the successful service provider.
- Contact centre agents must have the ability to handle multiple incoming communications. E.g. an incoming email and an incoming call.
- Contact centre agents must have the capability to park the handling of an incoming email, SMS or fax and resume the handling of such communication at a later stage.
- A supervisor must have the capability to view all parked communications and reassign them to another contact centre agent when required.

#### **4.18 Quality Assurance**

- The proposed solution must enable quality assurers to listen in real time on contact centre calls so that calls can be monitored and contact centres agents may be coached.
- The proposed solution must allow quality assurers the ability to selectively replay inbound or outbound calls for purposes of ensuring quality and/or training of contact centre agents.
- The proposed solution must enable quality assurers to evaluate and rate the performance of contact centre agents on a per call basis. The proposed solution must make reports on such evaluation on demand.

#### **4.19 Network Connectivity**

- MTN provides the GPAA with MPLS services and data centre connectivity for replication purposes to the GPAA. Any network connection that is required by the proposed solution must seamlessly integrate with the existing network at the GPAA.

- Any network connection that is required for this solution must be a redundant network connection using an active network connection and a failover network connection. Failover must be automatic, not requiring any human intervention.
- The current call centre solution is making use of a 6 MBPS redundant link between the GPAA and the incumbent service provider. The expected bandwidth is expected to be 10 MBPS redundant link per GPAA data centre.
- The GPAA deploys exclusively Cisco products in its network. Should the successful service provider determine that additional network equipment is required; such network equipment shall be Cisco network equipment. The successful service provider must seek approval for the Cisco network equipment model to be used and the configuration of such equipment. The successful service provider must set up the required additional network equipment for monitoring purposes by Cisco Prime.

#### **4.20 Security**

- The GPAA makes use of edge firewalls to connect to third party organisations. Ideally all third party connections must be routed through these firewalls. Should there be a requirement to deviate from this guideline, the successful service provider must negotiate with the GPAA and motivate for such need.
- The successful provider must ensure the physical and logical security of the data centres it makes use of, as well as the security of network connections and the traffic that flows through these connections.
- The facilities of the successful service provider must comply with ISO/IEC 27K family of standards. Compliance certificates must be provided.
- The successful service provider must demonstrate that it is employing adequate security measures by performing a security audit on the data centres deploying the proposed solution including the network connections at least once every six months.
- Should there any adverse findings found in the security audits, the successful service provider shall rectify any such findings within a maximum period of 1 (one) month after the audit has been published, at no extra cost to the GPAA.

### **5. BIDDER EXPERIENCE**

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All bidders are required to submit at least 3 references where similar services have been provided. At least 2 of the sites must be active with the ability for GPAA to conduct site visits if deemed necessary.

### **6. PROJECT MANAGEMENT AND TEAM**

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All bidders are required to provide a high level project plan which details, the activities skills and effort required to set-up and commission the solution within a period of approximately 1 month

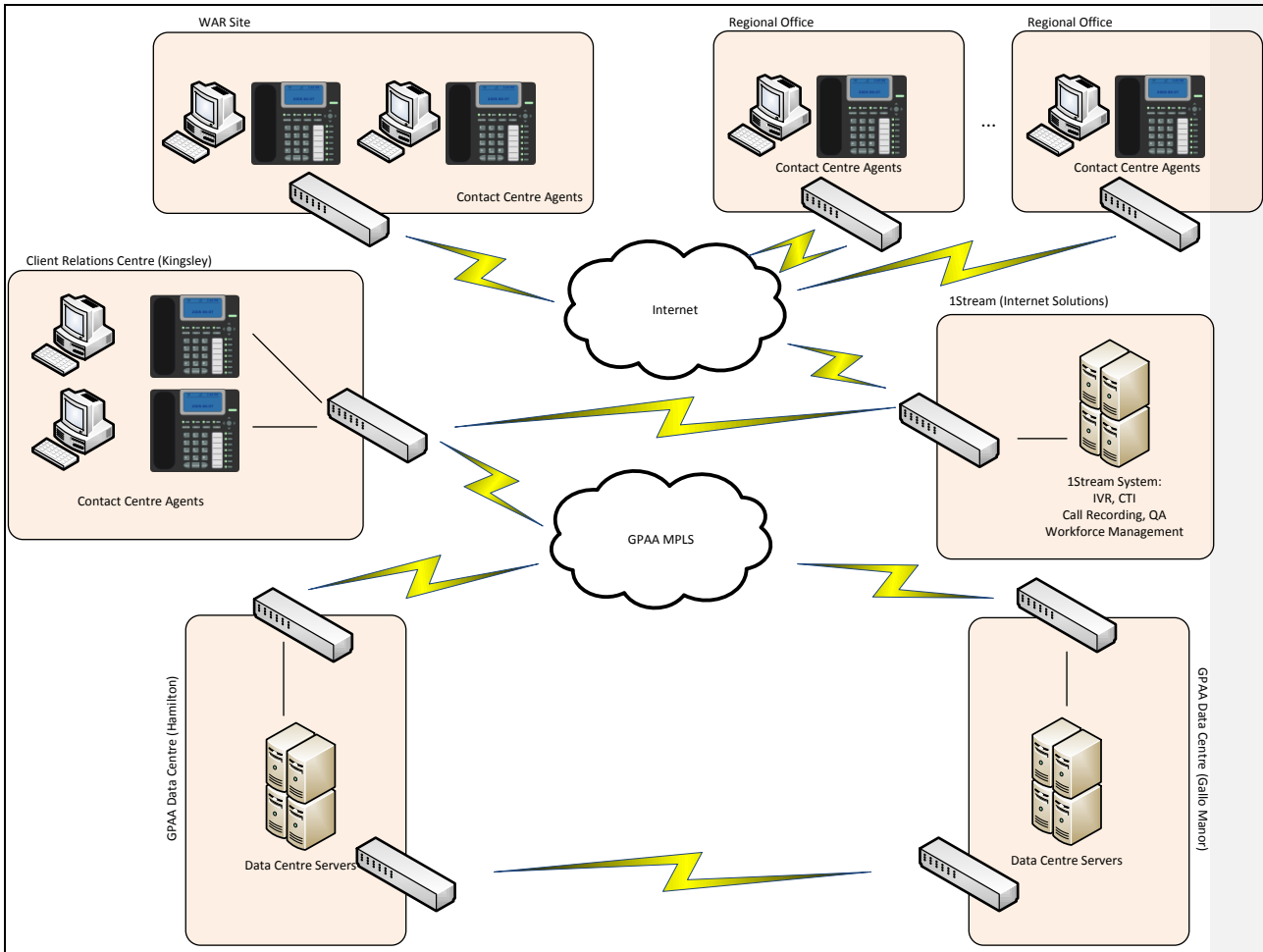
In addition to the project plan the bidder must submit summarised cvs of all the team members required to successfully provide the services required for in this RFP.

### **7. CURRENT ENVIRONMENT**

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**Figure 1**, provides a diagrammatic representation of the current client contact centre technology deployed.

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**Figure 1: Current GPAA Contact Centre Architecture**

Call Centre CTI, IVR, Quality Assurance, voice recording and workforce management services are currently outsourced to 1Stream/Internet Solutions.

Connectivity to 1Stream is directly between the GPAA's Client Contact Centre in the Kingsley Centre, Arcadia, Pretoria and 1Stream using Internet Solutions (IS) facilities.

The vast majority of network components that are used by the GPAA are of the Cisco brand.

Network equipment at the GPAA was recently replaced and all components are under support and warranty.

Network equipment version numbers will be provided to the successful service provider should this be necessary.

A number of toll free numbers are employed by the GPAA Call Centre. These numbers are routed to the facilities of the current incumbent and must as such be rerouted to the facilities of the successful service provider.

Email communication is received at the GPAA using its Microsoft Exchange Servers. A centralised email address is used to receive all email enquiries addressed to the GPAA's Client Contact Centre/CRM.

The Exchange infrastructure is highly available and redundant deployed over the two main GPAA data centres.

Current network connectivity is between the GPAA, client contact centre and the incumbent service provider. Loss of the client contact centre means a loss of the dedicated communication line between the GPAA and the incumbent service provider.



## 8. PROPOSED ENVIRONMENT

Figure 2 provides a diagrammatic representation of the proposed client contact centre technology architecture. The implementation of this solution is phased in order to minimise disruptions to the production work of the contact centre. The proposed phases are described below as a guideline, however, the successful service provider may propose an alternative approach:

- Phase 1 – Set-up and configured the proposed solution and cut over client contact centre technology and services (including basic IVR functionality; i.e. a welcome message) from the incumbent service provider to the successful service provider, this is the immediate need that seeks to put in place a medium term contract with the successful service provider and ensure that the GPAA client contact centre is highly available and redundant. Envisaged to be complete during first quarter of 2016.
- Phase 2 – The implementation of CTI including IVR and integration to the current CRM application. Integration to the GPAA's ECM solution is also included. Envisaged to be complete during the third quarter of 2016.
- Phase 3 – The integration of the CTI component to integrate with the new CRM application that will be deployed at the GPAA. Integration with emails, faxes and SMSes is also expected to be done in this phase. Envisaged to be complete during the first quarter of 2017.

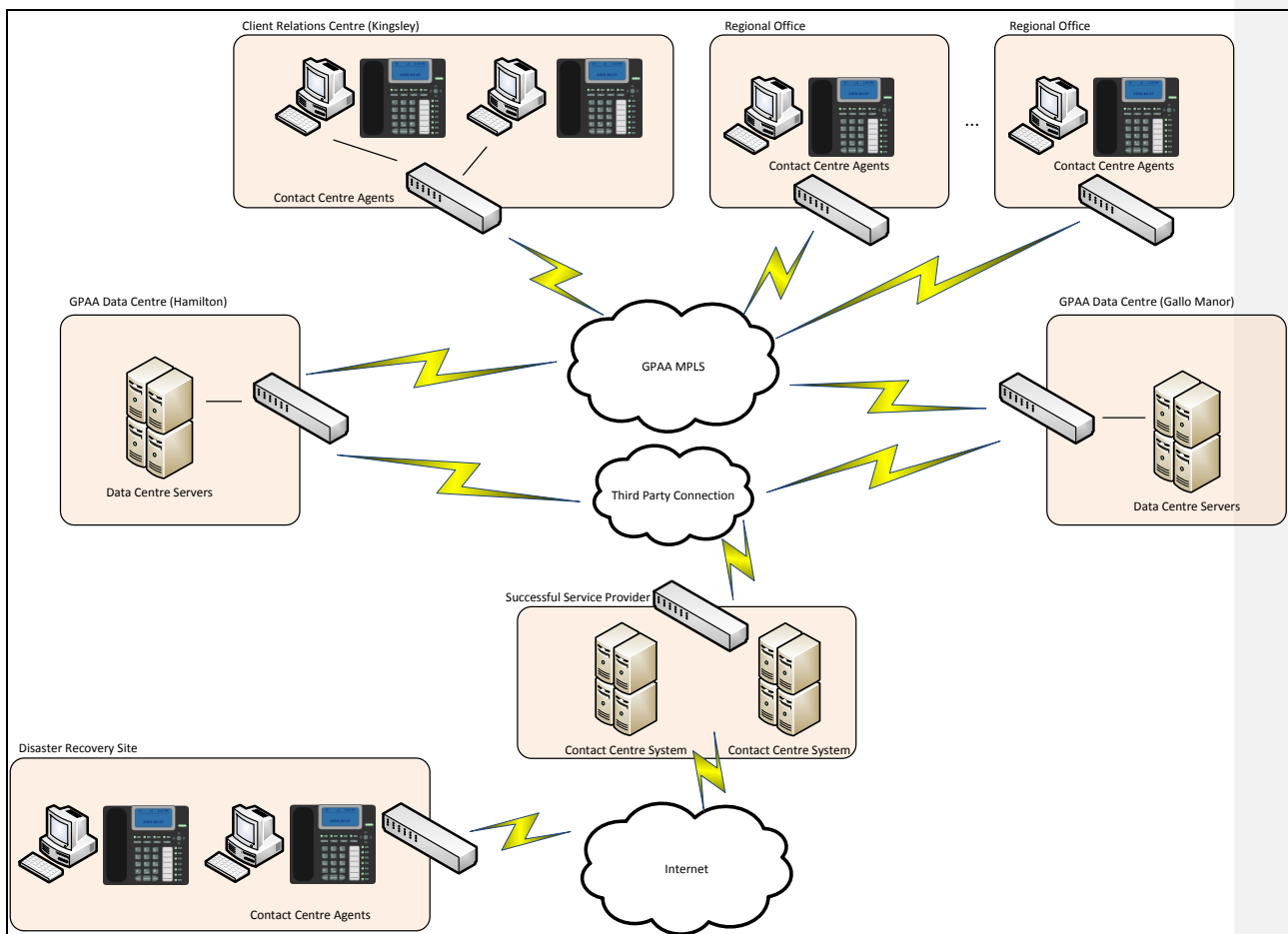


Figure 2: Envisaged GPAA Contact Centre Architecture

Note that the connectivity between the GPAA and the successful service provider is proposed to take place through both data centres of the GPAA (Hamilton Street and Gallo



Manor), making the connectivity between the GPAA and the successful service provider highly available.

Connectivity between the GPAA contact centre agents and the successful service provider goes through the GPAA MPLS to the GPAA data centres and to the successful service provider.

The bidders must ensure that they do not sub-contract blacklisted contractors.

## 9. CONTRACT DURATION

The GPAA will enter into a contract with the preferred service provider for a period of **3 (three) years**.

## 10. RESPONSE TEMPLATE/GUIDE

All bidders are required to follow or use the following template when responding to the bid requirements. Should a bidder prefer to use their own template it is important that they maintain the same flow in numbering.

Note: All bidders must be able to satisfy the full scope of work and requirements in order to be considered.

SEC ID	INSTRUCTIONS/DESCRIPTION	WEIGHT
Section 3: Scope of Work	The bidder is required to provide a summary of their capabilities to demonstrate their ability to deliver on the full scope of this RFP (refer to sec 3.1 to 3.22)	10%
Section 4: Technical & Functional Requirements	<b>4.1: Technology:</b> Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.1	3.5%
	<b>4.2 : Location of the Solution</b> Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.2	3.5%
	<b>4.3 : Location of Contact Centre Agents</b> Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.3	3.5%
	<b>4.4 : Service Recovery/Failover</b> Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.4	3.5%
	<b>4.5 : Back-End Integration</b> Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.5	3.5%
	<b>4.6: Call Statistics</b> Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.6	3.5%

<p><b>4.7: Support for Inbound Calls</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.7</p>	3.5%
<p><b>4.8: Support for Outbound Campaigns</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.8</p>	3.5%
<p><b>4.9: Contact Centre Agent Devices</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.9</p>	3.5%
<p><b>4.10: Licensing</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.10</p>	3.5%
<p><b>4.11: Call Routing</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.11</p>	3.5%
<p><b>4.12: IVR Functionality</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.12</p>	3.5%
<p><b>4.13: Workforce Management</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.13</p>	3.5%
<p><b>4.14: Management Reports</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.14</p>	3.5%
<p><b>4.15: Call Data Retention</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.15</p>	3.5%
<p><b>4.16: Backups and Restores</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.16</p>	3.5%
<p><b>4.17: Multi-Channel; Support</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.17</p>	3.5%
<p><b>4.18: Quality Assurance</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.18</p>	3.5%
<p><b>4.19: Network Connectivity</b></p> <p>Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.19</p>	3.5%

	<b>4.20: Security</b> Describe in detail how the bidder intends or has be capability and capacity to satisfy the requirements in sec 4.20	3.5%
Section 5: Bidder experience	All bidders are required to submit at least 3 references, where similar services have been provided. At least 2 of the sites must be active with the ability for GPAA to conduct site visits if deemed necessary.	10%
Section 6: Project Management & Team	All bidders are required to provide a high level project plan which details, the activities skills and effort required to set-up and commission the solution within a period of approximately 1 month  In addition to the project plan the bidder must submit summarised CVs of all the team members required to successfully provide the services required for in this RFP.	10%
TOTAL		100%

## 11. SERVICE LEVEL AGREEMENT

---

The GPAA will be responsible for the management of a signed Service Level Agreement (SLA) between the GPAA and the prospective service provider for the duration of the contract.

All bidders must submit a proposed Master Services Agreement (MSA) and a Service Level Agreement (SLA) as part of their response to this RFQ.

## 12. EVALUATION CRITERIA

The following criteria will be used in the Bid response evaluation and decision making process:

Item No.	Evaluations Criteria : <b>90/10 Principle</b>	WEIGHT
Phase 1: Compliance		
A	Administration compliance Tax Clearance certificate SBD1-9 Proposed Master Service Agreement and Service Level Agreement Technical proposal Pricing proposal Briefing session	
Phase 2    Functionality		
B	Compliance to the required scope of work as specified in section 3.	10
	Compliance to the required technical specifications, as defined in Section 4.	70
	Provide 3 Contactable References as defined in Section 5	10
	Provide Project Team, project plan, activities and effort required as define in Section 6	10
	NB Minimum qualification of <b>60%</b> on functionality.	
	Total	100
Price & BBBEE in terms of PPR 2011 (Third Phase)		
C	Total cost for implementation of the contact centre as per specification, scope of work and post implementation support and maintenance	90
D	Social Responsibilities of the service provider (Third Phase). BBBEE level contributor.	10
	Total	100

Annexure A

(GPAA)

SCM

Standard Bid Document

INVITATION TO BID

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

BID NUMBER: **GPAA 04/2016**

CLOSING DATE: **22 February 2016**

CLOSING TIME: **11:00am**

DESCRIPTION: **Provide cloud based call centre solution for 3 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:

Government Pensions Administration (GPAA)

34 HAMILTON STREET

ARCADIA

PRETORIA

0001

Bidders should ensure that bids are delivered timorously 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

.....

## 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:..... <b>04/2016</b>	Bid number: <b>GPAA</b>
Closing Time 11:00 am on 22 February 2016	

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

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	1	Set-Up and Commissioning	R
2	1	Monthly Service Fees for Year 1 (including license fees) x 12	R
3	1	Monthly Service Fees for Year 2 (including license fees) x 12	R
4	1	Monthly Service Fees for Year 3 (including license fees) x 12	R
<b>Total cost</b>			<b>R</b>
<b>Integration to GPAA Backend applications:</b>			
Please provide resource hour rates that GPAA will be charged in the event that GPAA requires the bidder to do integrate the CTI to other GPAA back end systems.			
5	1	Hourly rate per “resource type” for Year 1	R
6	1	Hourly rate per “resource type” for Year 2	R
7	1	Hourly rate per “resource type” for Year 3	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 state<sup>1</sup>, 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, shareholder<sup>2</sup>): .....

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.

<sup>1</sup>“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.

”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 / **YES / NO**  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
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?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**  
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?

2.10.1 If so, furnish particulars.

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





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/not exceed R1 000 000 (all applicable taxes included) and therefore the.....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;
- a. **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 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

- 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. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....

ADDRESS:.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

0. This Standard Bidding Document must form part of all bids invited.
1. 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.
  2. 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.
  3. 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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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:		



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 <input type="checkbox"/>	No <input type="checkbox"/>
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

.....  
Position                      Name of Bidder

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

<sup>3</sup> 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

(GPAA)

SCM

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 Employee Pension Fund (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.

**5.1 Bid Submission**

5.1.1 Bidders will be permitted to submit bids by:

5.1.2 Hand: 34 Hamilton Street, Arcadia, Pretoria

5.1.3 Closing Date: **22 February 2016**

5.1.4 Closing time: 11h00am

5.1.5 Compulsory briefing session will held on **05 February 2016** at 34 Hamilton Street, Arcadia, Pretoria at **11:am**.

**5.2 Validity of Bids**

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

### **5.3 Two-stage Bidding**

- 5.3.1 For this bid, a two-stage bidding procedure will be used, under which first un-priced
- 5.3.2 technical proposals on the basis of a conceptual design or performance specifications are invited. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.
- 5.3.3 Suppliers are requested to submit their proposal in separate envelopes, with the technical proposal separated from the price proposal.
- 5.3.4 A minimum number of **six (6)** copies of the technical proposal are required as well as
- 5.3.5 **six (6)** copies of the pricing proposal in a separate envelope.
- 5.3.6 Only suppliers who meet the minimum of **60%** on functionality will be considered for second stage of evaluation

### **5.4 Late Bids**

- 6. Bids received after the time stipulated will not be considered. Late bids will be posted back to the bidder un-opened.

### **6.1 Clarification or Alterations of Bids**

- 6.1.1 Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.
- 6.1.2 Requests for clarification needed to evaluate bids and the bidder's responses should be made in writing.

### **6.2 Completeness of Documentation**

- 6.2.1 It will be ascertained whether bids:
  - Include original tax clearance certificates
  - Have been properly signed and completed
  - Are substantially responsive to the bidding documents
  - Are generally in order.
- 6.2.2 If a bid is not substantially responsive, that is, it contains material deviations from or
- 6.2.3 reservations to the terms, conditions and specifications in the bidding documents, it will
- 6.2.4 not be considered further.
- 6.2.5 The bidder will not be permitted to correct or withdraw material deviations or
- 6.2.6 reservations once bids have been opened.

### **6.3 Rejection of all Bids**



6.4 The 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.

**6.5 Associations between Consultants**

6.5.1 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.

6.5.2 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.

**6.6 Project team to service the GPAA**

6.6.1 Note that if changes are made to the Project team proposed in the tender after the bid has been awarded, this has to be cleared with GPAA first.

**Annexure C**

**(GPAA)**

**SCM**

***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
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

## DEFINITIONS

The following terms shall be interpreted as indicated:

- a. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- b. **"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.
- c. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- d. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.
- e. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its GPAA and encouraged to market its products internationally.
- f. **"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.
- g. **"Day"** means calendar day.
- h. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- i. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- j. **"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.
- k. **"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.
- l. **"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.
- m. **"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.

- n. **"GCC"** means the General Conditions of Contract.
- o. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
- p. **"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.
- q. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- r. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- s. **"Order"** means an employee written order issued for the supply of goods for works or the rendering of a service.
- t. **"Project site,"** where applicable, means the place indicated in bidding documents.
- u. **"Purchaser"** means the organization purchasing the goods.
- v. **"Republic"** means the Republic of South Africa.
- w. **"SCC"** means the Special Conditions of Contract.
- x. **"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.
- y. **"Written"** or **"in writing"** means handwritten in ink or any form of 96 electronic or mechanical writing.

## 2. APPLICATION

- a. 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.
- b. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- c. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. GENERAL**

- a. 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.
- b. 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](http://www.employee.gov.za).

### **4. STANDARDS**

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

### **5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION**

- a. 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.
- b. 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.
- c. 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.
- d. 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**

- a. 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**

- a. 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.
- b. 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.
- c. 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:

- i. 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
  - ii. a cashier's or certified cheque
- d. 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**

- a. All pre-bidding testing will be for the account of the bidder.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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**

- a. 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.
- b. 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**

- a. 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.
- b. Documents to be submitted by the supplier are specified in SCC.

## **11. INSURANCE**

- a. 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**

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

## **13. INCIDENTAL SERVICES**

- a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  14. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  15. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  16. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  17. 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
  18. 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.
- a. 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.



## 19. SPARE PARTS

- a. 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: 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 in the event of termination of production of the spare parts: Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 20. WARRANTY

- a. 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.
- b. 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.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. 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.
- e. 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.
- f. 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.

## 21. PAYMENT

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. 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.
- c. 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.

- d. Payment will be made in Rand unless otherwise stipulated in SCC.

## **22. PRICES**

- a. 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.

## **23. CONTRACT AMENDMENTS**

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

## **24. ASSIGNMENT**

- a. 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.

## **25. SUBCONTRACTS**

- a. 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.

## **26. DELAYS IN THE SUPPLIERS PERFORMANCE**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

- f. 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.

## **27. PENALTIES**

- a. 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.

## **28. TERMINATION FOR DEFAULT**

- a. 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:
  29. 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;
  30. if the Supplier fails to perform any other obligation(s) under the contract; or
  31. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- a. 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.

## **32. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

- a. 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.

## **33. FORCE MAJEURE**

- a. 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.

- b. 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.

#### **34. TERMINATION FOR INSOLVENCY**

- a. 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.

#### **35. SETTLEMENT OF DISPUTES**

- a. 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.
  - b. 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.
  - c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
  - d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
  - e. Notwithstanding any reference to mediation and/or court proceedings herein,
36. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
37. the purchaser shall pay the supplier any monies due the supplier.
- a. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

#### **38. LIMITATION OF LIABILITY**

- a. 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.
- b. 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.

#### **39. GOVERNING LANGUAGE**

- a. 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.

#### **40. APPLICABLE LAW**

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

#### **41. NOTICES**

- a. 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.
- b. 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.

#### **42. TAXES AND DUTIES**

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