



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

**Government Pensions
Administration Agency
(GPAA)**

**GPAA 10/2016
Request for proposal (RFP) to
Render a Multi-Channel Customer Communication Solution for the
Government Pensions Administration Agency (GPAA)**

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TERMS OF REFERENCE

**Request for Proposal (RFP)
to tender for a Multi-Channel
Customer Communication Solution**

SOLUTION REQUIREMENTS DEFINITION

Document Classification:

[Confidential]

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Document Versions

Version	Revision Date	Prepared / Revised by	Business Unit	Status

Document Reference Library

Document File Name	Context and Relevance

Notes, Abbreviations and Acronyms

AIPF	Associated Institutions Pension Fund
AES4 encryption	Advanced Encryption Standard 4
B-BBEE	Broad-Based Black Economic Empowerment
BEE	Black Economic Empowerment
BI/ MIS	Business Intelligence / Management Information System
CCA	Close Corporation Act
CIVPEN	Legacy Data Source Application
CRM	Customer Relation Management
CSV	Comma-Separated Values
DR	Disaster Recovery
ECM	Electronic Content Management
ECM	Electronic Content Management
ECT	Electronic Communications and Transactions Act
EME	Any enterprise with an annual total revenue of R5 million or less
ETL	Extract, Transform, Load
FICA	Financial Intelligence Centre Act
Flat File	A flat file is a collection of information stored and accessed sequentially in a database, often created to store information in a non-structured way
FTP	File Transfer Protocol
GCC	General Conditions of Contract
GEP	Government Employee Pension
GEPF	Government Employees Pension Fund
GPAA	Government Pension Administration Agency
HR	Human Resource
HTML	Hypertext Markup Language
HTTPS	HyperText Transport Protocol Secure
ICT	Information and Communications Technology
IRBA	Independent Regulatory Board of Auditors
ISO	International Organisation for Standardisation
JSON	JavaScript Object Notation
Microsoft IIS	Microsoft Internet Information Services
NPA	National Prosecuting Authority
OBIEE	Oracle Business Intelligence Suite, Enterprise Edition

OSX	Version 10 of the Apple Macintosh operating system. OS X was described by Apple as its first "complete revision" of the OS since the previous version is OS 9, with a focus on modularity so that future changes would be easier to incorporate
PCM	Pension Case Management
PDF	Portable Document Format
POPI	Protection of Personal Information
PSCBC	Public Service Co-ordinating Bargaining Council
QA	Quality Assurance
QOS	Quality of Service
REST	Representational State Transfer
RFP	Request for Proposal
RICA	Regulation of Interception of Communications and Provision of Communication-Related Information Act
RSA	Republic of South Africa
SaaS	Software as a Service
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
SCM	Supply Chain Management
SFTP	Secure File Transfer Protocol
SLA	Service Level Agreements
SMS	Short Message Service
SSO	Single Sign-on
T&M	Time and Materials
TCF	Treating Customers Fairly
TEPF	Temporary Employees Pension Fund
XML	Extensible Markup Language

1 GPAA Background

The Government Pensions Administration Agency (GPAA) is an agency that provides administration services to the GEPF and National Treasury. The provision of services is regulated by Service Level Agreements (SLAs). The funds and schemes that are currently administered by the GPAA are as follows:

- The GEPF in terms of the Government Employees Pension (GEP) Law of 1996 on behalf of the GEPF's Board of Trustees;
- The TEPF in terms of the Temporary Employees Pension Fund (TEPF) Act 75 of 1979 on behalf of National Treasury's Programme 7;
- The AIPF in terms of the Associated Institutions Pension Fund (AIPF) Act 41 of 1963 on behalf of National Treasury's Programme 7;
- Post-Retirement Medical Subsidies as provided for and regulated by PSCBC resolutions on behalf of National Treasury's Programme 7;
- Military Pensions in terms of the Military Pensions Act 84 of 1976 on behalf of National Treasury's Programme 7;
- Injury on Duty payments in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 on behalf of National Treasury's Programme 7;
- Special Pensions in terms of the Special Pensions Act 69 of 1996 on behalf of National Treasury's Programme 7; and
- Other benefits payable from the National Treasury's Programme 7.

The Government Pensions Administration Agency (GPAA) in its efforts to streamline its business processes to provide a more effective Defined Benefits Pensions Administrations process has embarked on a Modernisation Programme.

Through its Modernisation projects the GPAA has sought to transform its operational effectiveness and efficiency, stakeholder management and governance. The GPAA's transformation is focused on the following aspects:

- Enhancement of the GPAA's administrative capacity;
- Modernizing of Processes and Systems;
- Human Capital – the enhancement of people competence and wellness;
- Meeting service levels as per Service Level Agreements;
- Managing the roles and responsibilities of employer departments' vis-à-vis the GPAA.

By nature of the GPAA's business, effective member / pensioner liaison and service delivery management is a critical success factor. In order to address this need from an ICT perspective, the GPAA operates a portfolio of ICT solutions supporting its administrative and service delivery obligations. These systems are currently subject to modernisation as part of a bigger GPAA Modernisation initiative. This spans amongst other GPAA's structural design, operating model and business process design domains. The core of the GPAA application architecture and portfolio is anticipated to contain the following major applications:

- The core pension administration system mainframe based on administration legacy system
- An ECM - Electronic Content Management (documentation) system
- The Case Management system (member/pensioner case specific services and workflow administration system)
- The CRM - Customer Relationship Management solution
- An overarching GPAA Business Intelligence I/Management Information System solution

- Other GPAA back-office systems e.g. HR, Payroll, Financial, and Supply Chain systems

This requirement pertains to a specific component within the CRM domain. The CRM solution will in its entirety comprise a federated solution containing CRM contributory elements of all of the mentioned application domains in addition to some specialist solutions. The CRM contributory elements will involve the following:

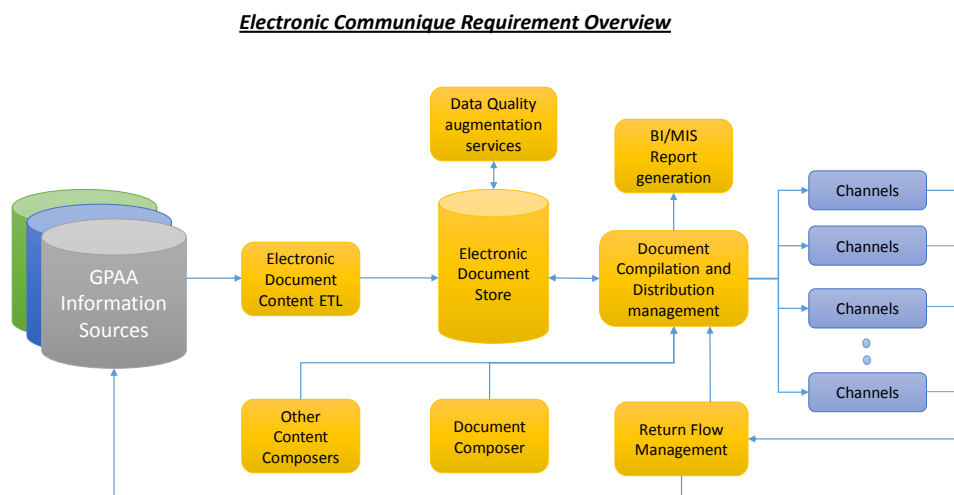
- CRM relevant functions within the core system
- CRM relevant functions within the Electronic Content Management solution
- CRM relevant functions within the Case Management Solution
- The GPAA Call Centre solution
- Self-help functions designed and constructed within the Case Management architecture
- Electronic Document Management System

2 Scope

- A multi-channel pensioner/member electronic communication and interaction solution, including multi-channel, self-help services and self-help functions designed and constructed within the PCM architecture
- This requirement deals specifically and exclusively with the last element mentioned above i.e. the multi-channel pensioner/member electronic communication and interaction solution.
- This system will interact with GPAA bespoke solutions listed above.

3 Requirements Overview

The diagram below depicts the high level requirement framework.



The main requirement components related to this RFP are as follows:

GPAA Information Sources: These systems comprise the information feeding systems and may include data from any of the other GPAA related systems or associated data stores.

ETL Services: This component relates to the extract, transform and load of applicable data into the document data store.

Document data store: The physical repository for extracted and quality augmented documentation contents.

Data Quality Augmentation Services: The incorporation of other external data resources facilitating the scanning and augmentation of data quality.

Document composer: A templates-based workbench facilitating the composition of documents.

Other Content Composers: A range of other tools contributing document content such as graphics, video, as a minimum.

Document Compilation and Distribution Management: The core engine compiling documents and managing the distribution thereof.

Channels: The various channels through which documents can be distributed e.g. e-mail, SMS, smart phone applications as a minimum.

Return flow management: The services component managing the two way interaction with clients which includes both follow-on actions internal to this solution as well as triggering updates or actions amongst other GPAA systems.

MIS/BI Reporting: A dedicated reporting capability producing BI/MIS information spanning this entire solution domain.

4 RFP Requirements

This section contains the requirements associated with this RFP and is structured into the following:

- Functional Requirements
- Technical Requirements
- Support Requirements
- Solution Delivery Model Requirements
- Project Requirements
- Vendor Requirements

4.1 Functional Requirements

The prospective vendor must indicate a degree of compliance to each requirement by means of a yes/no/partial/exceed indication into the applicable column and substantiate such response convincingly into the substantiation column. Off-page references or substantiation may be added in a consolidated “off-page substantiation” section that is clearly referenced to the applicable requirement. All the items below should be clearly indicated in the technical proposal.

The GPAA reserves the right to verify or query the responses supplied as substantiation by the bidder. The questions will be mailed to applicable bidders and the responses will be used in the evaluation process.

4.1.1 Electronic Document Format and Channels

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.1.1.1	The solution must be able to create an electronic version of communication or document that spans all of the following channels: <ul style="list-style-type: none"> • Portal/Web • E-mail • Application enabled mobile devices (tablets, smart phones, etc.) • Non-application enabled mobile devices (e.g. feature phone) • SMS • Print • Fax 		
4.1.1.2	The solution must optimise the selection, structuring and presentation of information dependant on the applicable channel utilised		

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.1.1.3	The solution must create a single channel independent document that can be viewed and processed by the user independent of the channels mentioned above		
4.1.1.4	<p>The solution must be able to extract, compose and distribute a multi-channel document that supports all of the following formats:</p> <ul style="list-style-type: none"> • HTML Pages • PDF Pages • Statements • Interactive forms • Graphs • Images • Forms supporting completion and return • Electronic magazine support • Print formatting and presentation 		
4.1.1.5	<p>The solution must be able to incorporate rich document contents such as the following:</p> <ul style="list-style-type: none"> • Scripts • Drill-through • Sorting, searching, filtering and basic processing • Video 		
4.1.1.6	The solution must provide interactive presentation of documents with no special viewer or software required		
4.1.1.7	The solution must support offline viewing of interactive documents		
4.1.1.8	The solution must be able to contain dynamic voice responsive elements		
4.1.1.9	The solution must be able to support Group and Individual specific personalisation of selection and presentation of content		
4.1.1.10	Document design must be supported by a proven method facilitating the optimisation of channel dependant content selection, presentation and use.		
4.1.1.11	The solution must provide efficient template based document development		
4.1.1.12	The solution must be able to detect the on-line vs. off-line channel status of a client and optimise the selection, presentation and interaction of the appropriate user		

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
	interaction accordingly		
4.1.1.13	The solution must support return content and provide rule driven replies via the preferred channels		
4.1.1.14	The solution must support the set-up of primary and secondary communication channels with automated re-send on nominated secondary channels in case of failure on the primary channel		
4.1.1.15	The solution must support user enabled nomination of the applicable channels; i.e. the user can select what channel(s) to use		
4.1.1.16	The solution must be able to manage multiple versions of both a communiqué template as well as that of an actual generated document or message.		
4.1.1.17	The solution must provide for interfacing with an electronic content management system in order to enable the posting of documents to an ECM system as well as for the retrieval and distribution of a document from the ECM system.		

4.1.2 Document Publishing Management

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.1.2.1	The solution must support the following: <ul style="list-style-type: none"> • Routine batch communication to selected rule defined groups • Ad-hoc batch communication to selected rule defined groups • Routine or ad-hoc communication to selected individuals • Content based communication to groups or individuals 		
4.1.2.2	The solution must support pre-dispatch QA on rule based selection of documents where rules may imply the following: <ul style="list-style-type: none"> • All documents • Randomly selected documents • Content based selection 		

4.1.3 Document Distribution Status Management

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.1.3.1	<p>The solution must provide comprehensive distribution status management and record keeping functions including audit trails on the following:</p> <ul style="list-style-type: none"> • Selected documents • Sent documents • Delivered documents • Opened documents • User activities per document • Replies to documents covering the following: <ul style="list-style-type: none"> ○ All channels (e-mail, sms, web content, etc.) ○ Free text based replies ○ Structured form replies (e.g. tick boxes) ○ Structured content replies and storage (e.g. addresses) • Content based tracking, routing, storage and the ability to action replies received via all channels • Automated rules and content driven replies 		

4.1.4 Reporting/BI/MIS Requirements

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.1.4.1	<p>The solution must support standard as well as user definable reports on all management significant elements associated with the solution. These must include the following:</p> <ul style="list-style-type: none"> • Distribution reports (sent, delivered, opened, responded, re-sent and failure, etc.) • Recipient listing and analysis • Response content analysis (e.g. questionnaire) • Security domain reports (e.g. forgotten passwords, etc.) • Hot-spot reports (user activity reports) 		

4.1.5 Survey and Campaign Management

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.1.5.1	The solution must provide specific support for the set-up and management of campaigns and surveys		

4.1.6 Printing Solution

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.1.6.1	The solution must provide a printing solution seamlessly covering both internal and outsourced printing services		
4.1.6.2	The solution must support physical document postage services		

4.1.7 Solution Administration Requirements

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.1.7.1	The solution must provide comprehensive administration facilities covering all aspects of solution operation including: <ul style="list-style-type: none"> • Communication template management • Multi format Communication creation • Data extraction scripts management • Send scheduling • Trail runs • QA and auditing • Delivery and use monitoring • Re-send (GPAA induced/customer induced) • Re-submission management • Response administration • User and security management 		
4.1.7.2	The solution must be able to provide these support services via a web interface		
4.1.7.3	The solution must provide workflow management services where applicable to the administration domain		
4.1.7.4	The solution must support fully automated routine publishing where required		

4.1.8 Compliance

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.1.8.1	The solution must comply with all applicable RSA acts and regulations e.g. POPI act, FICA, RICA, TCF, SARS, ECT, PAIA etc. The solution must be PAIA compliant.		

4.1.9 Data Quality Augmentation

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.1.9.1	The system must be able to determine or verify the channel/device type of recipients independently and prior to actual communication		
4.1.9.2	The system must be able to validate or augment the correctness of recipient contact and channel details via external validation resources.		
4.1.9.3	The system must be able to validate, match, duplicate or enrich metadata e.g. demographics, identity and postal address details.		

4.2 Technical Requirements

4.2.1 Security

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.2.1.1	The solution must be able to encrypt contents to current leading encryption standards (e.g. AES4 encryption)		
4.2.1.2	The solution must be able to support digital signatures on documents		
4.2.1.3	The solution must support multi-phase user authentication including: <ul style="list-style-type: none">• Passwords• Challenge-response• Cert-based authentication		
4.2.1.4	The solution must be able to deliver secure content directly to the recipient's e-mail inbox and support non-repudiation		
4.2.1.5	The solution must securely support shared desktop environments		
4.2.1.6	The solution must support secure user and		

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
	back-end password management		
4.2.1.7	The solution must provide document self-destruct functions based on set criteria e.g. time limits		
4.2.1.8	All access to member information should be tracked and logged for auditing purposes.		
4.2.1.9	The solution must provide customisable logging and must be able to integrate with a Security Information and Event Management solution		

4.2.2 Authentication and Authorisation

In case of on-premises options, can the solution support the following:

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.2.2.1	Integrate into the Oracle Identity and Access Management system for all identity management and role-based access functionality		
4.2.2.2	Ensure that Role-based Access Management can be applied		
4.2.2.3	Support single sign on (SSO)		

4.2.3 General Technical Requirements

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.2.3.1	The solution must provide documented technical information on the REST services		
4.2.3.2	The solution must provide document compression and other size limiting measures (e.g. management of rich media)		
4.2.3.3	The solution must support the mainstream mobile platforms e.g. iPhone, Android, Windows, Blackberry		
4.2.3.4	The solution must support the mainstream browser standards e.g. Internet Explorer, Mozilla Firefox, Safari, Google Chrome, etc.		
4.2.3.5	The solution must support the mainstream operating systems e.g. Windows, Linux, OSX, etc.		
4.2.3.6	The solution must support the mainstream E-Mail clients e.g. Outlook, Thunderbird,		

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
	Gmail, Mail.App (OSX), etc.		
4.2.3.7	The solution must be able to expose significant services enabling the orchestration of cross-application workflows in a SOA compliant way.		
4.2.3.8	The solution must provide mission critical levels of operational availability. Please specify minimum service levels.		
4.2.3.9	The solution must be able terminate information according to user definable data expiry rules.		

4.2.4 File Transfer

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.2.4.1	The solution must support a range of file transfer formats from the GPAA data stores e.g. XML, CSV, Flat File, Fixed length, Print file, Excel, JSON objects, General Documents		
4.2.4.2	The solution must support a range of file transfer protocols e.g. FTP, SFTP, Web services, Web upload, etc.		
4.2.4.3	The solution must support secure file transfer e.g. SFTP, HTTPS (certificate) and encryption		

4.2.5 Data Storage

Nr	Requirement Description	Yes/ No/ Partial	Substantiation
4.2.5.1	The solution must provide secure storage for data.		
4.2.5.2	The solution must provide medium-term storage for data supporting documents.		
4.2.5.3	The solution must provide users with access to historic data and communications based on user roles/access rights.		
4.2.5.4	The solution must support disaster recovery and archive functions.		
4.2.5.5	The solution must allow integration to OBIEE for MIS.		

4.3 Support Requirements

4.3.1 Training

Nr	Requirement Description	Substantiation via RFP
4.3.1.1	The vendor must provide comprehensive training for users, support and technical staff	
4.3.1.2	The solution must support training with the required and updated training material	

4.3.2 Support levels and agreements

Nr	Requirement Description	Substantiation via RFP
4.3.2.1	The vendor must offer stratified support options and associated service levels	
4.3.2.2	The vendor must be able to employ local support staff to the GPAA	
4.3.2.3	The vendor must provide local (RSA) Call Centre services	

4.4 Solution Delivery Model Requirements

It is expected that various prospective vendors may have different models for the delivery of solutions addressing the requirements above. The GPAA wants to remain flexible in this respect in order to leverage best possible cost-effectiveness.

Please provide a comprehensive overview of each of your potential delivery models, including models such as the following:

- On-premises solutions
- Managed Services
- Complete outsourcing

For each of the options the overviews should touch on elements such as the following:

- Solution ownership (e.g. software procurement, SaaS, etc.)
- Infrastructure provision responsibility (hosting, DR, communication, printing, etc.)
- Data residency (operational, historic, etc.)
- Operational and system administration responsibility
- System design and configuration responsibility
- Applicable Support Agreements and associated service levels

4.5 Project Requirements

It is recognised that pricing and schedules will be dependent on the project approach followed for the applicable delivery option covered in the previous section.

Please supply comprehensive information on the project approach to be adopted for each of the delivery options listed in the previous section. The information should contain elements such as the following:

- Project Technical and Managerial Methods to be followed
- Proposed project Governance Structures

- Anticipated Project Plan and Schedule
- Major phases, milestones and deliverables (GPAA, vendor and other)
- Anticipated resourcing and skill requirements (GPAA, vendor and other)
- Principle assumptions and dependencies
- GPAA training and enablement as required per delivery option
- On-going support as per the requirements for the delivery option

As a basis for the price schedule, the project schedule should cover at least a two year period containing all capital related project activity as well as one full year of operational support and maintenance.

4.6 Vendor Requirements

Nr	Requirement Description	Substantiation via RFP
4.6.1	The vendor must substantiate its ability to provide and support the proposed solution successfully. Please supply an extensive list of South African clients plus scope of services i.t.o. magnitude of user volumetrics. Provide contactable references for five of these large clients.	
4.6.2	The vendor must be able to support solution related GPAA operations across the RSA. Please supply an overview of your national support capability.	
4.6.3	The vendor must have the required stability and sustainability to guarantee service delivery strategically. Please give an overview of your business history, strategy and forecasts.	
4.6.4	Provide a list of relevant company accreditations achieved. (E.g. ISO 9000, etc.)	

5 Pricing

5.1.1 Pricing Schedule

Provide a complete pricing schedule for each of the available sourcing models listed above and reflecting the proposed project delivery models, plans and schedules i.t.o. deliverables, continued services, etc. The pricing schedule must be complete i.t.o. the acquisition and operation of the proposed solution option, span at least the two year period as per the proposed project plan and cater at least for the following parameters as applicable:

- Functional solution services and features overview
- Cost per Channel object and sliding rates leveraging economy of scales for volume and types (e.g. sms, print, mail, etc.)
- Support Levels and associated contract costs
- Rates applicable to implementation, customisation, integration and document development support services
- Data management services
- Information storage models and QOS levels (e.g. disaster recovery, archiving, etc.)
- Hosting models (e.g. on premises, managed service, etc.)
- External data validation and augmentation services
- In case of On-premises solution options, specify required hosting and infrastructure specifications to enable GPAA to compile cost projections. (Please take the existing applications and licenses within the As-Is Application Architecture into consideration as defined in Annexure A.)
- Provide a complete pricing assumptions list

6 Evaluation Criteria

The selection of a vendor will be based on the responses to the above questions and the evaluation criteria below:

Item No.	Evaluation Criteria Item: 90/10 principle	Weight
	Compulsory Bid Requirements:	
A	<p>SBDs:</p> <ul style="list-style-type: none"> • Completed Standard Bidding Documents. <ul style="list-style-type: none"> ○ Invitation to Bid (SBD1) ○ Tax Clearance "Original" (SBD 2) ○ Declaration of Interest (SBD 4) ○ Preferential Points Claim Form (SBD 6.1) ○ Declaration of Past SCM Practices (SBD 8) ○ Certificate of Independent Bid Determination (SBD 9) • In the hardcopy file, the original signed documents must be included. • Attendance of compulsory briefing session <p>Failure to comply with these administrative requirements will render the bid non responsive and will be disqualified.</p>	Compulsory
	<p style="text-align: center;">Technical Compliance</p> <p><i>Bidders must confirm system requirements listed in section 4 of this RFP. Bidders with systems that don't have the below functionality or capability may/will be eliminated from further evaluation process.</i></p>	
B	<p>4.1. Functional Requirements</p> <p>4.2 Technical Requirements</p> <p>4.3 Support Requirements</p> <p>4.4 Delivery Model Requirements</p>	
C	<p style="text-align: center;">Graded Response Scoring</p> <p style="text-align: center;"><i>A vendor must score at least 60% for this section to come in contention for final Price and BEE evaluation.</i></p> <p>4.5 Vendor Requirements</p> <ul style="list-style-type: none"> • The vendor must substantiate its ability to provide and support 	15

	<p>the proposed solution successfully. Please supply an extensive list of South African clients plus scope of services i.t.o. magnitude of user volumetrics. Provide contactable references for five of these large</p> <ul style="list-style-type: none"> • The vendor must be able to support solution related GPAA operations across the RSA. Please supply an overview of your national support capability. • The vendor must have the required stability and sustainability to guarantee service delivery strategically. Please give an overview of your business history, strategy and forecasts • Provide a list of relevant company accreditations achieved. (E.g. ISO 9000, etc.) 	<p>15</p> <p>15</p> <p>15</p>
	<p>4.6 Project Requirements</p> <ul style="list-style-type: none"> • Project Technical and Managerial Methods to be followed. • Proposed Project Governance Structures • Anticipated Project Plan and Schedule • Major phases, Milestones and deliverables (GPAA, vendor and other) • Principle assumptions and dependencies • GPAA training and enablement as required per delivery option • On-going support as per the requirements for delivery option 	<p>6</p> <p>6</p> <p>5</p> <p>6</p> <p>7</p> <p>7</p> <p>3</p>
	<p>Total weighting: Only suppliers who meet the minimum of 60% on functionality will be considered for second stage of evaluation</p>	<p>100%</p>
	Price	90%
	B-BBEE Status Level of Contributor	10%
	Total Points	100%
	Total Score	

7 Annexures

8 Annexure A

8.1 As-Is Application Architecture

The applications currently in use at the GPAA are listed in the table below:

Table 1 List of the available applications

Business Requirement	Applications
Application Services	Oracle Web logic Server Microsoft IIS Citrix
Integration, Connectivity, Messaging and Routing	Oracle Service Bus Oracle Service Registry/Repository Oracle BPM Oracle Data Integrator
Business Intelligence	Oracle Business Intelligence Enterprise Edition Oracle BI Publisher
Data Services	Oracle Database Oracle Coherence Oracle Enterprise Manager Oracle Technology Adapters.
Enterprise Content Management	Oracle WebCenter Suite
Identity Management	Oracle Access and Identity Management Suite Plus
Monitoring	Oracle Business Activity Monitoring Oracle Enterprise Manager
Portal	Oracle WebCenter Portal

9 Annexure B

(GPAA)

SCM

Standard Bid Document

Context	The purpose of the information document is to provide the respondent with as much contextual information as possible without detracting from the need for the respondent to confirm their understanding of the requirements.
C1	Clarification: The service provider confirms that the information document and its addenda have been read and understood and are considered to be binding on the service provider. Furthermore, any and all discrepancies and omissions have been clarified and will not prejudice the GPAA in any way during contracting.
C2	Own Cost: The service provider confirms that the cost of this RFP and related activities in the preparation of a response is entirely for their own account.
C3	No collusion: The service provider confirms that this response has been formulated entirely without collusion and that any partnership, Joint Venture or sub-contract relationship has been disclosed.
C4	Relationships: Should there be a partnership, joint venture or other material relationship, please describe the nature of this relationship and also describe the benefits to the GPAA of these contractual arrangements.
C5	Agreements: Please attach a signed copy of any and all partnership, Joint Venture or sub-contract agreements specific to this RFP.
C6	Comprehensive pricing: The supplier/respondent confirms that the pricing provided in this RFP is not “for budget purposes only” and that the pricing supports the deal principles, structure of the intended relationship and scope and duration of services required. Furthermore, all 3 rd party costs have been included in the pricing provided.
C7	Fixed Unit Pricing: All pricing associated with the delivery of the solutions and services shall be a fixed price per unit for the term of the project. In addition to the Fixed Unit Price, vendors are required to include a time and materials (T&M) rate for calculating the cost of a change in scope should the GPAA desire to adjust certain scope elements. In particular vendors must provide their base costs and show their margins and the intended increase indices. CPIx to be based on figures as published by StatsSA.
C8	Price savings: Confirm that any price reductions achieved during this and any future projects must be passed onto the GPAA. Vendors must show how continuous improvement includes cost improvement.
C9	Pricing Assumptions: The vendor confirms that all pricing assumptions have been documented transparently and provided in the pricing response sheets.
	Risk identification: Please describe any specific risks identified in respect of Section 1 of this Response document and the contextual information provided and your specific mitigating actions recommended for both the GPAA and your own organization.
C11	Contract-ability: This RFP is primarily intended to allow the GPAA to compare and evaluate vendor offerings with the intention of awarding a contract for outsource services. In good faith, the GPAA is seeking to minimize and ideally eliminate surprises from vendors during contract negotiation. Vendors must specifically define and clarify any contracting issues that they have identified and clearly demonstrate the contract arrangements they are seeking for the services.
C12	Testimonials: Provide references detailing previous engagements where your organization implemented an Enterprise Data Management solution

9.1 INVITATION TO BID

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

BID NUMBER: GPAA 10/2016 CLOSING DATE: 29 March 2016
CLOSING TIME: 11:00 am
DESCRIPTION: CRM Self-Help Solution.

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.....

9.2 PRICING SCHEDULE – FIRM PRICES

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

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

Name of bidder.....	Bid number: GPAA10/2016
Closing Time : 11:00 am 29 March 2016	

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	CRM Self-Help capability	R
2	Platform setup and operation Set- up and commissioning (As per architectural requirements)	R
3	Platform scaling (As per requirement "PFReq-2" within the platform requirements)	R
4	Initial cost and license for three years (Including any additional licensing and related costs not available as per the current list of applications and licenses within the as-Is landscape) Monthly Service Fees for Year 1 (Including license fees) X 12 Monthly Service Fees for Year 2 (Including license fees) X 12 Monthly Service Fees for Year 3 (Including license fees) X 12	R
5	Implementation and configuration	R
6	Handover cost <ul style="list-style-type: none"> • Documentation / procedures • End user and 'train-the-trainer' training • ICT support training • Architectural designs, configurations and related system documentation • Skills transfer • Governance aspects 	R
7	Maintenance and support year 1	R
8	Maintenance and support year 2	R
9	Maintenance and support year 3	R
	Integration to GPAA Backend applications: Please provide resource hourly rates that GPAA will be charged in the event that GPAA requires the bidder to do integrate To other GPAA back end systems.	R
TOTAL(VAT Inclusive)		R

Required by: GPAA /CEO

At: 34 Hamilton str

Brand and model

Country of origin

Does offer comply with specification? *YES/NO

If not to specification, indicate deviation(s)

Period required for delivery

*Delivery:

*FIRM/NOT FIRM

Delivery basis

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

* Delete if not applicable

SBD 4

9.3 DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:.....

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

¹“State” means –

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

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

2.7 Are you or any person connected with the bidder **YES / NO**

presently employed by the state?

2.7.1 If so, furnish the following particulars:

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

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

.....
Position occupied in the state institution:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee No / Persal Number

4 DECLARATION

I, (NAME)..... THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

9.4 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.....**90/10**.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“Non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“Person”** includes a juristic person;
- 2.14 **“Rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

A maximum of 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:.....

9.5 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

9.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

10 Annexure C

(GPAA)

SCM

Special Conditions of Contract

10.1 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.

1.1. Bid Submission

1.1.1. Bidders will be permitted to submit bids by:
Hand: 34 Hamilton Street, Arcadia, Pretoria

1.1.2. Closing Date: **29 March 2016**

1.1.3. Closing time: **11h00am**

1.1.4. Compulsory briefing session will held on **14 March 2016** at 34 Hamilton Street, Arcadia, Pretoria at **10h00am**.

1.2. Validity of Bids

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

1.3. Two-stage Bidding

1.3.1. For this bid, a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of a conceptual design or performance specifications are invited. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.

- 1.3.2. Suppliers are requested to submit their proposal in separate envelopes, with the technical proposal separated from the price proposal.
- 1.3.3. A minimum number of **five (5)** copies of the technical proposal are required as well as **five (5)** copies of the pricing proposal in a separate envelope.
- 1.3.4. Only suppliers who meet the minimum of **60%** on functionality will be considered for second stage of evaluation.
- 1.3.5. Government Pension Administration Agency (GPAA) reserve the right to increase or decrease the number of suppliers awarded based on decision deem fit and the workload to be carried out.

1.4. Late Bids

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

1.5. Clarification or Alterations of Bids

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

1.6. Administrative requirements

If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.

- 1.6.1. It will be ascertained whether bids:
 - a. Include original tax clearance certificates;
 - b. Include compulsory SBD forms that have been properly signed and completed (SBD 3.1; SBD4; SBD 6.1; SBD 8 and SBD 9);
 - c. Include a technical proposal / response;
- 1.6.2. The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.
- 1.6.3. GPAA reserve the right to add and remove refreshments and consumables listed and not listed.

1.7. Rejection of all Bids

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

1.8. Associations between Consultants

1.8.1. Consultants are encouraged to associate with each other to complement their empowerment credentials and their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy.

1.8.2. Consultants who do form a joint venture will agree on their terms and conditions and inform the GPAA of the details of such a joint venture for approval.

1.9 Bidder Selection

1.9.1 The GPAA reserves the right to select the appropriate bidders based on its requirements, and the decision of the adjudication panel and the CEO of GPAA will be considered final.

1.10 Project team to service GPAA

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.

11 Annexure D

(GPAA)

SCM

General Conditions of Contract

11.1 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.

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1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

2. APPLICATION

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

3. GENERAL

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government

Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.gov.za.

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

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

6. PATENT RIGHTS

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

7. PERFORMANCE

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

performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there is no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing Energy Board concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

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

contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY OF DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

14. SPARE PARTS

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

15. WARRANTY

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

16. PAYMENT

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

17. PRICES

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

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIERS PERFORMANCE

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

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- a.if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- b.if the Supplier fails to perform any other obligation(s) under the contract; or
- c.if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to

the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

28. LIMITATION OF LIABILITY

- 28.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser.
- 28.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, 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.