



**the gpaa**

Department:  
Government Pensions Administration Agency  
**REPUBLIC OF SOUTH AFRICA**

**Government Pensions**

**Administration Agency**

**(GPAA)**

**Request for proposal (RFP) to  
implement enterprise content management for  
Government Pensions Administration Agency (GPAA)**

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## TERMS OF REFERENCE

# **Request for Proposal (RFP) to tender for the implementation of Enterprise Content Management (ECM)**

## SOLUTION REQUIREMENTS DEFINITIONS

Document Classification:

[Confidential]

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**Document Versions**

<b>Version</b>	<b>Revision Date</b>	<b>Prepared / Revised by</b>	<b>Business Unit</b>	<b>Status</b>
1.5	11/12/14	Andrew Moore Suleiman Docrat	Modernization	
2.0	12/12/14	Andrew Moore Suleiman Docrat	Modernization	
2.1	15/01/15	Andrew Moore	Modernization	
2.2	27/02/15	Suleiman Docrat	Modernization	

**Document Reference Library**

<b>Document File Name</b>	<b>Context and Relevance</b>
GPAA ECM RFP V2 2 Architectural Requirements and Principles final	Final request for proposal for ECM

**Notes, Abbreviations and Acronyms**

- EXCO - Executive Committee.
- GPAA - Government Pension Administration Agency.
- GEPF - Government Employees Pension Fund.
- BPA - Benefit Payment Automation.
- PMO - Project Management Office.
- PPP&T - Policies, Processes, Procedures and Templates.
- SOW - Scope of Work.
- TBD - To Be Defined / Determined.
- SOA - Services Orientated Architecture.
- ECM - Enterprise Content Management.
- OBIEE - Oracle Business Intelligence Enterprise Edition.
- SOA - Service Orientated Architecture.
- Document Image - Refers to the hard-copy of client information in GPAA's possession.
- OWC - PEKWA.
- CIVPEN - Oracle WebCenter Content.
- PEKWA - Contributing legacy mainframe system.
- MIS - Legacy data source application.
- Management information systems

### **Executive Summary**

The Government Pension 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 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.

Through its Modernisation projects the GPAA has sought to transform its operational effectiveness and efficiency, stakeholder management and governance. 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.

It should be emphasized that the GPAA runs a digital organization, whereby clients scan a large volume of documents and transfer these over the network. For GPAA to be able to provide its clients with a world class service, the underlying networking, infrastructure and related technologies are required to be functional, robust, reliable and secure.

An area of GPAA that has been identified as seriously lacking in this regard is the current scanning, indexing and content management implementation. To resolve this deficiency the GPAA has decided it time to design and implement a new ECM system.

### **Introduction**

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 an ICT Modernization Programme.

The core deliverable of this programme is the implementation of Enterprise Content Management (ECM) utilising Oracle WebCenter Capture & Content. The desired solution must cater for electronic as well as physical document

management, Records Management, Imaging and Capture, Search & Browse as well as Workflow. To assist with the roll out of ECM in the organisation, GPAA is seeking an experienced implementation partner to assist with the design and all elements of the delivery effort involved.

## Scope

Replacing PEKWA, the current content management implementation, with Oracle Web Center Content will deliver immediate advantages to the GPAA by providing a much simpler approach in terms of handling and managing content across a large geographical footprint. It will also address concerns of PEKWA as a burning platform that is not currently supported.

The project will entail migrating existing documents from PEKWA to OWC content with metadata intact. It will include configuring the environment to refer to Oracle WebCenter content as the central content management system. Documents from Oracle WebCenter Imaging and Capture and the current Portal will commit documents with their relevant meta-data into Oracle WebCenter Content.

The content management system will provide the mechanism to re-target content through Document Management; providing the means for multiple systems to retrieve the same content, for example the Pensions Case Management<sup>1</sup>.

The deployment of the Content Management system also implies the life cycle management, auditing and tracking, archiving as well as reporting on Document Management events and activities.

Oracle WebCenter Content will help GPAA to unify, manage, and leverage all types of content across its different service locations in a central repository.

Content management capabilities made available to the GPAA will include integration into existing corporate authentication version control, standardized, flexible, mandatory or optional meta-data and a powerful work flow engine.

This will create a base for service departments such as Human Resources, CRM or Finance to share the same tools and easily access the same content information in a common repository when they are extended to Oracle WebCenter Content.

### GPAA As-Is

Currently, all scanning, indexing and content management is handled by PEKWA, a legacy implementation that has a number of issues:

- Only displays TIFF and RTF formats. We need to cater for a much wider variety of media and formats with the capability to provide web-friendly content renditions.
- The system workflow is inflexible
- Tight coupling and limited configurability
- Built upon old, unsupported technology (Visual Basic 6)
- Maintained by an external party not employed by GPAA. Creates significant risk.
- Does not scale

Documents are scanned or ingested electronically (email or imported from a folder) and then committed to the PEKWA database. These documents are then flagged and routed for indexing. After these documents are indexed, their metadata is updated in PEKWA.

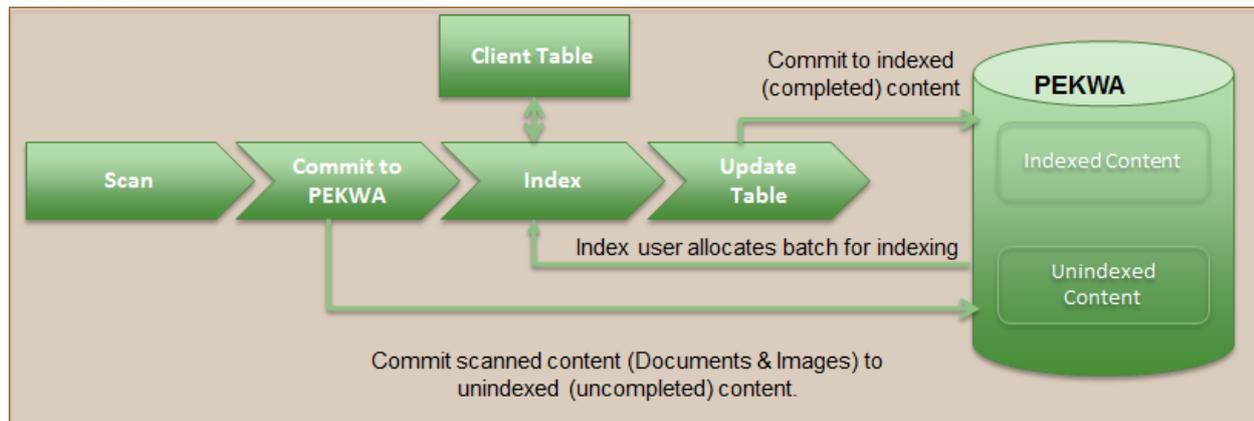
The GPAA currently stores two types of document content in PEKWA

- 
- <sup>1</sup> *Pensions Case Management is the name given to the project which is currently in the process of re-architecting and developing all GPAA BPA processes.*

- **Indexed content:** Content that has been assigned meta data values, and linked to a client record and
- **Unindexed content:** Content that has NOT been assigned index meta data values.

The main difference is that the indexed content is linked to a client that the document is associated with, and the un-indexed content will be in a queue waiting to be indexed at a later stage and done manually.

The diagram below illustrates the process that is undertaken to store the content in PEKWA.



**Figure 1: The current as-is content management process.**

After scanning of documents has occurred, the content will be committed to PEKWA as un-indexed content stored in an indexing queue waiting to be indexed at a later stage.

Integrating PEKWA into the Pensions Case Management<sup>2</sup> system (PCM) will not only prove to be difficult, but will also create additional dependencies on a system which is no longer supported; is below modern standards and does not provide the level of functionality seen as a requirement in this space.

The Current implementation has challenges in regards to:

- Time and effort maintaining the solution
- Process and operation time and effort, and
- Documentation security

The GPAA needs an ECM implementation based on industry-wide standards allowing for longevity of the product deployment that can grow with the organisation and lends itself well to integration with an evolving technical landscape.

## GPAA To-Be Content Management Process

Oracle WebCenter Content Management contains 2 components, Oracle WebCenter Imaging and Capture and Oracle WebCenter Content.

The Oracle WebCenter Imaging and Capture provides the following functionality:

- Scanning and importing (capturing) of documents.
- Reviewing, editing and indexing of documents as well as

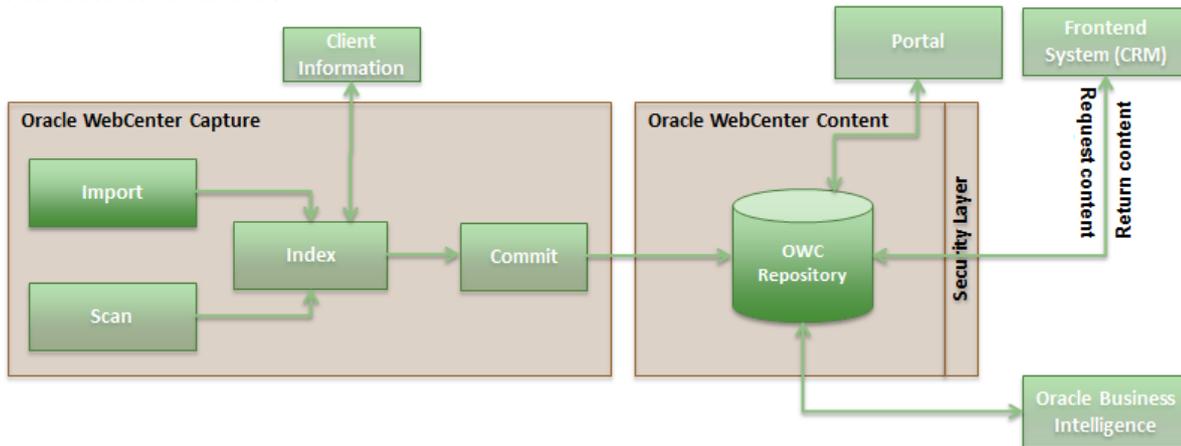
<sup>2</sup> Case Management, in the context of GPAA, is the term which describes the processes and workflows that drive all client, benefit and policy interaction. Examples would be the likes of the Retirement Medical Benefit Processing.

- Allowing users to release documents so that they can be further processed and checked into a content repository.

The Oracle WebCenter Content provides the Document Management functionality including:

- Committing the indexed documents into the Oracle WebCenter Repository.
- Searching, viewing and retrieval of documents
- Managing retention and archival policies around documents
- Securing access to documents

The diagram below depicts the proposed document management process in Oracle WebCenter Content:



**Figure 2: The to-be content management process**

Bidders are requested to comment on the proposed process and, where applicable, advise on a more ideal approach.

After indexing has occurred in OWC Capture, the content will be committed to the OWC Content repository. OWC Content manages content that can include documents, email, images and other types of digital information which is stored in the content repository.

The following content types must be supported as a minimum:

- PDF
- TIFF
- RTF
- Text
- DOC and DOCX (MS Word)
- XSL and XSLX (MS Excel)
- JPG

This implementation will be hosted on the Oracle Supercluster infrastructure that the GPAA has already invested in.

The GPAA also has defined business requirements documentation. Solution Implementation Partners will be required to use these as reference but are required to identify potential gap and propose comprehensive solutions. Ensuring future compatibility with OCR must be included in the proposal.

## **Requirements**

The Implementation Partner will be expected to cater for the full implementation life cycle and will be responsible for the design and delivery of the solution, the migration of historical data and content and the handover of all project artifacts including all documentation, designs and source code. Training, knowledge transfer and handover of support/maintenance of the environment are also requirements.

The GPAA will perform a role of architectural oversight of the design of the implementation and also be involved in the daily feedback sessions or 'stand-ups'. All technical designs and architecture assets will be signed off by the relevant member of the architecture team. Feedback from the implementation partner will be frequent and regular progress demos will be required. This will take place as agreed between the successful bidder & the GPAA.

## **Enterprise Content Management**

The objective of the GPAA Modernisation Programme ECM deliverable will be to design and implement an integrated ECM solution using OWC.

The following strategic benefits will be delivered:

- Manage the significant volumes of electronic as well as physical content GPAA deals with and create a reusable business asset which has a greater level of control and retrieval capabilities. Manage the records/documents used in the administration of pensions
- Enable voice and web content to support CRM and customer information for Call Centre as each channel is extended
- Integrate with manual document management processes
- Provide with the necessary controls for regulatory compliance, risk management, information security, information life cycle management and records management.

At a high level the requirements can be split into the following business or functional requirements, technical requirements and architectural requirements. Additional to this there will be a requirement to conduct a formal handover of all aspects of the implementation.

## **Functional**

The functional requirements are, in turn, split into the business requirements and data migration requirements:

### **Business Requirements**

1. Implement an integrated, enterprise ECM solution using Oracle WebCenter Content.
2. Create a single View of the Customer.
3. Consolidate, manage and leverage all content across the entire enterprise including the management of documents, images, rich media files and records.
4. End-to-End content lifecycle management from creation to archiving; including manual document management processes.
5. Contextual enterprise application integration.

6. Enable collaboration, web content management, data flow, and the availability of information, not only for current business processes, but also for future processes.
7. Management of physical documentation including
  - a. Tracking of manual document between GPAA offices/users and storage
  - b. Track the location of physical documents (in storage)
  - c. Request/retrieval process for manual documents
8. The system must determine if a case should be opened based on the information entered about an imaged document.
9. Allow the user to access all documents related to the consumer (member / pensioner / client).
  - a. The documents will be accessed from Oracle WebCentre Content.
  - b. The document will be opened in a separate window.
10. Allow the user to access all documents related to a case.
  - a. The documents will be accessed from Oracle WebCentre Content.
  - b. The document will be opened in a separate browser window.
  - c. All references to vanilla attachments in this component should be removed.
  - d. The only access to the Notes page will be on the Case component.
  - e. This is the only component where the attachment functionality will be removed.
  - f. All other reference to attachments will be controlled with security (no access to the Notes page, i.e. Task Notes).
11. An inbound e-mail attachment will be stripped from the e-mail and stored and indexed in Oracle WebCenter Capture.
  - a. The email content will be stored in the email workspace in the Case Management system.
12. Allow the user to access all documents related to an email.
  - a. The documents will be accessed from Oracle WebCentre Content.
  - b. The document will be opened in a separate browser window.
13. Allow access to the system via access management and roles based user profiles.
14. The system must allow staff to associate an imaged document to an existing case or create a new case.
15. The system must allow the distribution of content to one or more channels (web content management).
16. Apply retention policies to various content types in line with the GPAA retention policies or applicable legislation
17. Apply and maintain destruction policies to various content types in line with the GPAA retention policies or applicable legislation
18. Allow for ad-hoc full text searching as well as crawling (for content types applicable) from within the content management solution.
19. Send alerts & notifications for specified preconfigured requirements.
20. Archive content older than a configurable date to secondary storage.
21. Adhere to SANS 15801 recommended standards that will be defined in the related BRS.
22. Log and store the effect of image enhancement actions.
23. Log and store data capture actions and validations.
24. Track content stored in repository as a result of the content migration activity.
25. Cater for image enhancement.
26. Cater for the processing of large volumes. As reference the volumes for the period
  - a. 2013: 10,385,016 images
  - b. 2012: 9,379,621 images

- c. 2011: 6,067,224 images
  - d. 2010: 15,573,076 images
  - e. 2009: 16,472,665 images
27. Provide for data analytics.
  28. Implementation partner will be required to identify, together with GPAA, the required metadata that needs to be kept on WebCenter Content.
  29. The implementation partner will be required to implement both client centric and document centric access control on content. Implementation details to be discussed with and approved by GPAA.
  30. Automated capture of documents where quality is high enough and error rate is low enough to allow for bypassing human quality control.
  31. Allow for Business Intelligence Reporting

## **Data Migration Requirements**

- Migrate all historic documents, media, images, etc. as per the detailed requirements, into Oracle WebCenter Content, retaining the original content type. Enable searching and display of historical content via Oracle WebCenter Content.
- Identification of testing and delta data related to specific business processes (document types, file types, metadata) will be derived from the conversion threshold criteria agreed on at 50%-70% of acceptable data.

### **1. Phase One –Indexed Images**

- a. The first phase of the data conversion into OWC Content will be the ingestion of indexed images from the staging environment. The GPAA will be responsible for populating the staging environment with indexed documents from the PEKWA system.

### **2. Phase Two – Non Indexed Images**

- a. The second phase of the conversion will be the submission of metadata and images from staging file system to OWC Capture queues. The GPAA will be responsible populating the staging environment with images that are not indexed yet.

### **3. Phase Three – Indexed and Non indexed images marked for archive**

- a. The third stage of the conversion will include additional criteria on the source dataset only to select images which are marked for archive.
- b. Archive images and metadata will be read from the `_OWC_STG_INX` schema for Indexed images into OWC Content.
- c. Archive images and metadata will be read from the `_OWC_STG_NON_INX` schema for Indexed images into OWC Capture.

### **4. Phase Four – Indexed and Non indexed images already archived**

- a. The fourth stage of the conversion will include additional criteria on the source dataset only to select images which have been archived or marked for deletion
- b. No images which have no metadata associated with them should be included into the source dataset since there will be no way of linking them to a client.
- c. Archive images and metadata will be read from the `_OWC_STG_INX` schema for Indexed images into OWC Content.

- d. Archive images and metadata will be read from the \_OWC\_STG\_NON\_INX schema for Indexed images into OWC Capture.

## Technical Requirements

1. Design of the OWC implementation to cater for the following:
  - a. The implementation will be hosted on Oracle SuperClusters hosted at 2 data centers.
  - b. The implementation should be run in a clustered, fully redundant, active / active state; both inter site and intra site redundancy must be catered for.
  - c. Load balancing will be handled by F5 devices. The implementation partner will provide input to the correct configuration of these F5 devices so that the stated objectives are achieved.
  - d. All data (including sessions) must be replicated in real time. Lag time of up to 15 minutes will be allowed.
2. The Implementation partner will fully configure the WebCenter Capture and WebCenter Content servers.
3. The implementation partner will also configure WebCenter Capture and WebCenter Content in additional 4 development & test environments, at least one of which will be identical to the configuration of the production environment.
4. Design deliverable include:
  - a. Functional specification
  - b. Technical Architecture
  - c. Detailed Design
  - d. Test Plan
  - e. Supporting Documentation
5. Install and configuration of Oracle WebCenter Capture and Oracle WebCenter Content in a clustered configuration.
6. Ensure that the implementation is stable and available to all clients.
7. Ensure that the environment supports full redundancy.
8. Integration of ECM into the Case Management system in such a way as to make it appear to the user that the implementations form a single portal.
9. Integrate into the Oracle Identity Access Management system for all identity management and role-based access functionality.
10. Allow access to the content management system based on the rules defined in the Identity Access Management system for scanning and indexing in Oracle WebCentre Capture.
11. Allow access to the content management system based on the rules defined in the Identity Access Management system for users with access to Oracle WebCentre Content.

12. Ensure Role-based Access Management of ECM is applied using single sign on (SSO).
13. Solution must allow integration of OBIEE for MIS
14. ECM should be exposed in such a way as to allow integration of the implementation to allow users to retrieve supporting documents for a case from other applications, for example the Case Management system.
15. Solution must allow for the integration of future systems/applications into ECM.
16. Solution must allow for access via mobile/smart devices.

## Architecture

As part of the modernisation drive GPAA will adopt a Service Orientated Architecture (SOA) approach. This design philosophy will be used in all areas of the programme in an attempt to facilitate and drive a modular, loosely coupled architecture that will promote re-use, increase flexibility and allow GPAA to quickly adapt to change.

To support this and other strategic initiatives GPAA has chosen a number of Oracle products/solutions to form the basis for its roll out of a new architecture and platform that will follow a SOA design approach. Whilst the GPAA understands that SOA is a vendor agnostic design philosophy we also understand that we need to capitalize on what is, essentially, a rich product stack that the GPAA has at its disposal. Special note should be made that wherever the functionality is not tied directly to a product implementation the bidder should demonstrate an understanding and expertise in vendor agnostic SOA concepts.

The applications available to the RFP bidders, which include Oracle WebCenter Content, are listed in the table below. As part of the process of bidding for the RFP implementation, bidders are to indicate which of the available tools they would utilize to answer to the RFP requirements and how best to use them in the implementation.

To be eligible bidders must also demonstrate expertise in the implementation of solutions that made use of the selected tools and be able to back this up with reference to successful implementations. Bidders are thus required to describe the envisaged reference architectures and describe the proposed solution in detail. The tools in question should be identified as part of the proposed reference architecture.

**Table 1 List of the available applications**

Business Requirement	Applications
Application Services	Oracle Weblogic 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

<b>Business Requirement</b>	<b>Applications</b>
Identity Management	Oracle Access and Identity Management Suite Plus
Monitoring	Oracle Business Activity Monitoring Oracle Enterprise Manager
Portal	Oracle WebCenter Portal

The GPAA is already licensed for the above products as per the table below. Any additional licensing and related costs must be clearly stated.

**Table 2 Product Licenses**

<b>Functional Product Description</b>	<b>Quantity</b>
Oracle Database Enterprise Edition - Processor Perpetual	6
Internet Application Server Standard Edition - Processor Perpetual	1
Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	60
Data Integrator and Application Adapter for Data Integration - Processor Perpetual	2
WebLogic Suite - Processor Perpetual	8
Oracle Database Enterprise Edition - Processor Perpetual	10
Oracle Database Enterprise Edition - Named User Plus Perpetual	425
Oracle Active Data Guard - Processor Perpetual	16
WebLogic Server Enterprise Edition - Named User Plus Perpetual	80
WebLogic Server Enterprise Edition - Named User Plus Perpetual	80
WebLogic Server Enterprise Edition - Processor Perpetual	2
WebLogic Server Enterprise Edition - Processor Perpetual	2
WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	2
WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	2
WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	6
WebLogic Server Management Pack Enterprise Edition - Named User Plus Perpetual	80
WebLogic Server Management Pack Enterprise Edition - Named User Plus Perpetual	80
WebLogic Server Management Pack Enterprise Edition - Named User Plus Perpetual	200
WebLogic Suite - Named User Plus Perpetual	200
Case Management Analytics Fusion Edition - Application User Perpetual	25
Oracle Business Intelligence Management Pack - Named User Plus Perpetual	80
Oracle Business Intelligence Management Pack - Processor Perpetual	2
Oracle Business Intelligence Foundation Suite - Named User Plus Perpetual	20
Oracle Business Intelligence Foundation Suite - Processor Perpetual	2

Oracle Data Integration Suite - Processor Perpetual	2
Data Integrator and Application Adapter for Data Integration - Processor Perpetual	2
Oracle Management Pack for Oracle Data Integrator - Processor Perpetual	2
Identity and Access Management Suite Plus - Employee User Perpetual	500
Identity and Access Management Suite Plus - Non Employee User - External Perpetual	500
Identity Manager Connector - PeopleSoft Enterprise Applications - Connector Perpetual	1
Identity Manager Connector - IBM RACF - Connector Perpetual	1
Identity Manager Connector - Microsoft Active Directory - Connector Perpetual	1
Identity Manager Connector - Oracle Internet Directory - Connector Perpetual	1
Management Pack Plus for Identity Management - Employee User Perpetual	500
Management Pack Plus for Identity Management - Non Employee User - External Perpetual	500
Oracle API Gateway - Processor Perpetual	2
Oracle API Gateway - Named User Plus Perpetual	30
Unified Business Process Management Suite - Named User Plus Perpetual	80
Unified Business Process Management Suite - Processor Perpetual	2
SOA Management Pack Enterprise Edition - Processor Perpetual	2
SOA Management Pack Enterprise Edition - Named User Plus Perpetual	140
SOA Suite for Oracle Middleware - Processor Perpetual	2
SOA Suite for Oracle Middleware - Named User Plus Perpetual	60
Service Bus - Named User Plus Perpetual	60
Service Bus - Processor Perpetual	2
Oracle WebCenter Capture - Processor Perpetual	2
Oracle WebCenter Content - Processor Perpetual	2
Oracle WebCenter Content - Named User Plus Perpetual	80
Oracle WebCenter Portal - Named User Plus Perpetual	80
Oracle WebCenter Portal - Processor Perpetual	2

### Handover

The implementation partner will be required to ensure that all source code is uploaded into the repository on a regular basis. The source code repository choice will be at the discretion of GPAA.

The GPAA may also assign development resources to shadow the implementation. These resources should be seen as forming part of the handover, not as additional project resources, and timelines should not be influenced. At the end of engagement the implementation partner will be required to hand over all artifacts related to the design and implementation processes and ensure that the GPAA development team is in a position to support the implementation if required.

The GPAA will own the source code and any artifacts related to the implementation of the ECM Solution. All artifacts and documentation must be in English.

Handover should also include:

- Documentation / procedures
- End user and 'train-the-trainer' training
- ICT support training
- Architectural designs, configurations and related system documentation
- Skills Transfer
- Governance aspects

**Timelines and Volume**

Bidders must note that the entire ECM Work Package, including data migration, must be delivered within a short timeframe.

Bidders are required to provide an implementation plan defining a critical path and with milestones and deliverables that will be achieved within 3 months. Milestones and Deliverables that will be achieved within each month must be presented. The plan must also include any key pre-requisites and dependencies for meeting the expected delivery requirement.

The following table, provided for illustration purposes, outlines the migration volumes and estimated timelines.

**Table 3 Data migration estimation**

KEY	Description	Data
A	LAN Speed	40Gigabit = 5GBps (5000MB)
B	Total Images	104,000,000
C	Average File size	100KB
D	OWC Processing Speed	86 per second
E	Average disc read/write operation	83.3MBps
F	Theoretical throughput (E/C)	83300KB / 100KB = 833 per second on Super Cluster
G	Daily (F*86400)	71,971,200
H	Estimated duration of 100% dataset	2 days

**Vendor Requirements and Evaluation Criteria**

The following will be seen as pre-requisites for bidder eligibility:

1. The implementation partner will be required to submit details of a minimum of 3 reference implementations which should include client confirmation of a successful implementation. The detail should include a high level reference architecture and details of user base and volumes.
2. The implementation will be done on site at the GPAA offices.
3. The implementation partner will provide the expertise and implementation skills necessary to complete the requirements.

4. The implementation partner will be required to integrate into the GPAA development environment including the source repository and test practices.

To be eligible the bidder must provide detailed, descriptive answers to the following questions with reference to previous implementations that the bidder was involved in directly:

<b>1.1 Context</b>	<b>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.</b>
<b>1.1.1</b>	<b>Clarification:</b> 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. Further any and all discrepancies and omissions have been clarified and will not prejudice the GPAA in any way during contracting.
<b>1.1.2</b>	<b>Own Cost:</b> Service Provider confirms that the cost of this RFP and related activity in the preparation of a response is entirely for their own account.
<b>1.1.3</b>	<b>No collusion:</b> 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.
<b>1.1.4</b>	<b>Relationships:</b> 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.
<b>1.1.5</b>	<b>Agreements:</b> Please attach a signed copy of any and all partnership, Joint Venture or sub-contract agreements specific to this RFP.
<b>1.1.6</b>	<b>Comprehensive pricing:</b> Supplier/respondent confirms that the pricing provided in this RFP is <b>not</b> “for budget purposes only” and that the pricing supports the deal principles, structure of the intended relationship and scope and duration of services required. Further all 3 <sup>rd</sup> party costs have been included in the pricing provided.
<b>1.1.7</b>	<b>Fixed Unit Pricing:</b> All pricing associated with the delivery of the solutions and services shall be <b>a fixed price per unit</b> 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.
<b>1.1.8</b>	<b>Price savings:</b> 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.
<b>1.1.9</b>	<b>Pricing Assumptions:</b> The vendor confirms that all pricing assumptions have been documented transparently and provided in the pricing response sheets.
<b>1.1.10</b>	<b>Risk identification:</b> 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.
1.1.11	<b>Contract-ability:</b> 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.
1.1.12	<b>Testimonials:</b> Provide references detailing previous engagements where your organization implemented Oracle WebCenter Content.

## 2: Service Requirements

<b>2.1: Breadth of Service</b>	The service provider should be able to deliver the breadth of services required. The GPAA is likely to choose suppliers with a wide breadth of service, but reserves the right to select services from multiple vendors.
2.1.1	List the breadth of services that you provide – directly connected with this RFP.
<b>2.2: Scale of service</b>	The service provider must be able to support in the order of 1400 users and regions throughout Southern Africa. The GPAA's primary and secondary ICT locations are Hamilton Street Pretoria and MTN Gallo Manor Woodmead respectively.
2.2.1	Describe your recommended service delivery model, including key risk and performance indicators. Clarify why you have recommended this approach.
2.2.2	Has your organization implemented Oracle WebCenter Content at a minimum of 3 clients with user bases in excess of 200 users? Please elaborate with details and include the industry types, volumes and user bases.
2.2.3	Describe what volumes and sizes have your previous ECM implementation had to cater for and how?
2.2.4	Provide details of your organizations experience in the Financial, Insurance and Pension Market segments.
<b>2.3: Maturity</b>	The company must show a high level of maturity and discipline in its methodology, processes and standards.
2.3.1	What industry standard methodologies, processes and standards has your company adopted?
2.3.2	What accreditations, certifications or assessments has your company achieved relating to the above?
2.3.3	Illustrate how mature your company is in its adoption of each of these best practices?
2.3.4	Describe how your organization is applying these industry standards in clients and to what effect?
2.3.5	Describe how your organization applies the SANS 15801 standards.
2.3.6	Describe how your organization will ensure that the GPAA complies with various applicable legislative and regulatory requirements.

<b>2: Service Requirements</b>	
<b>2.3.7</b>	<b>Governance:</b> Describe your outsource governance structures and how these ensure transparent risk mitigation.
<b>2.3.8</b>	Describe and elaborate on how would your organization apply document retention and destruction policies for various content types? What legislation, regulation or policies would you reference?

<b>3: ECM RFP Requirements</b>	
<b>3.1: GPAA To-Be Content Management Process</b>	Figure 2 in the ECM RFP depicts the proposed document management process in Oracle WebCenter Content.
<b>3.1.1</b>	Comment on the proposed process and, where applicable, advise on a more ideal approach.
<b>3.1.2</b>	Include a proposal that demonstrates future compatibility of the ECM solution with OCR.
<b>3.2: Vendor Requirements and Evaluation Criteria</b>	Respond to the following with reference to previous implementations that your organization was involved in directly.
<b>3.2.1</b>	Describe your organizations experience in the implementation of Oracle WebCenter Content and Oracle WebCentre Capture.
<b>3.2.2</b>	Describe in detail your organizations experience in the implementation of systems that adhere to SOA.
<b>3.2.3</b>	Describe your level of experience that your organization has where it integrated Oracle WebCenter Content with other products in the Oracle SOA suite. Provide details on the implementation(s), provide the reference architecture and products used.
<b>3.2.4</b>	Has your organization integrated Oracle WebCentre Content with Oracle IAM? Elaborate on such implementation and state the steps followed.
<b>3.2.5</b>	Describe how your organization will handle the integration of OBIEE and MIS to ECM.
<b>3.2.6</b>	Describe how your organization will cater for cross platform and mobile device integration and access.
<b>3.2.7</b>	In the case where ECM must integrate with bespoke or third party portals / web-based systems, describe the approach that your organization would take to ensure a seamless user experience.
<b>3.2.8</b>	Describe the approach your organization will take to cater for future integration requirements.
<b>3.2.9</b>	Describe the considerations when implementing SSO keeping in mind the integration and use of third party applications and a complex architecture that spans multiple domains.
<b>3.2.10</b>	Describe how your organization would implement access control in the GPAA with reference to dependencies and technologies.

### 3: ECM RFP Requirements

3.2.11	Describe your organization's approach to enabling redundancy in a clustered environment with reference to technologies, frameworks and other aspects that should bear special consideration.
3.2.12	Describe how your organization will cater for redundancy within the GPAA ECM implementation.
3.2.13	Describe what measures your organization would put in place to ensure business continuity.
3.2.14	Describe how your organization would assist the GPAA in automating Quality Control. What are the inherent risks and quality gates?
3.2.15	Describe your organizations approach in dealing with physical document management as part of ECM.
3.2.16	Recommend what level of logging and reporting would be relevant in the GPAA's implementation and please substantiate your recommendation.

### 4: Key General Company Information

4.1: Company Summary.	Please provide a summary of:
4.1.1	Describe the differentiators that you believe your organization provides.
4.1.2	Describe your organisation's operational presence within Southern Africa including, but not necessarily limited to: number and location of offices; type of presence (e.g. head office, regional office, service centre, branch); number of staff and contractors.
4.2: Reference Sites.	Provide the following information about your major customers who currently use the services you are proposing:
4.2.1	A list of 3 existing customers in South Africa where Oracle WebCenter and other Oracle products are/were implemented.
4.2.2	Contact name(s) and number(s) for South African customers, as well as the process of making contact with these.
4.2.3	Please provide contact details of your most satisfied customer and state reasons for this high satisfaction.
4.2.4	Please provide contact details of your most dissatisfied customer and state reasons for this dissatisfaction.

### 5: Thought Leadership

5.1: Thought Leadership processes	We wish to see how you ensure that you provide thought leadership to the partnership
5.1.1	Describe how you will integrate various platforms and security within the scope of this RFP
5.1.2	Describe how you will offer guidance to the GPAA on requirements for security, IAM, Architecture in order to properly protect and/or enhance our ICT Infrastructure. You should also provide consulting and advice on the creation of a set of policies and procedures

	governing applicable ICT services
<b>5.2: Thought Leadership</b>	Here we test your thinking on a number of current pressing trends
<b>5.2.1</b>	Do you believe the role of IT is changing in organisations, and if so what will these changes, and the implications thereof, be? (No more than 1 page please!)
<b>5.2.2</b>	How will South Africa meet IT skills challenges in the next five years? (No more than 1 page please!)

## 6: Professional and Consulting Services

<b>6.1: Professional and consulting</b>	Professional and consulting services are not included in this RFP however we would like you to describe your approach to the following, which may be used on an ad-hoc basis as the need arises
<b>6.1.1</b>	Describe how you would: <ul style="list-style-type: none"> <li>• Provision of a suitable architecture design/consultation service as required by the GPAA.</li> <li>• At least annual provision of vendor services update to inform the GPAA of new service opportunities.</li> </ul>

## 7: Project Management

<b>7.1: Project management</b>	Please describe your intended project management service with respect to the following factors:
<b>7.1.1</b>	Experience in project management.
<b>7.1.2</b>	Project volume parameters: Number of similar projects managed; size of projects, duration, scope, etc.
<b>7.1.3</b>	Examples of two large projects managed.
<b>7.1.4</b>	Skills & qualifications of your resources managing projects.
<b>7.1.5</b>	Project management tools that your resources are proficient in,
<b>7.1.6</b>	Methodology used to implement projects e.g. PMBOK, Prince 2, in-house, etc.

## 8: Due Diligence

<b>8.1: Due diligence objectives</b>	What do you want to achieve from a due diligence process?
<b>8.1.1</b>	Describe the objectives of your due diligence process.
<b>8.1.2</b>	Provide a list of the information you will require during due diligence.
<b>8.2: Due diligence process</b>	Describe the due diligence process you are planning to conduct at the GPAA. At a minimum please state the following:
<b>8.2.1</b>	Due diligence staff: How many people will be on site at the GPAA?
<b>8.2.2</b>	Staff purpose: Describe the purpose for each person for being on site
<b>8.2.3</b>	The GPAA staff requirements: Describe which GPAA people/roles you will require to be available to assist your due diligence team – designation, experience, knowledge, etc.
<b>8.2.4</b>	Agenda: List the items which your will conduct due diligence on.

8.2.5	Plan: provide an activity plan and timeline
-------	---

**9: Vendor Assumptions**

<b>9.1: General assumptions</b>	Please list all general assumptions you have made when compiling your response, stating to which service or part of the RFP the assumption refers, and the effect that this assumption has.
9.1.1	List your general assumptions with associated references.
<b>9.2: Pricing assumptions</b>	Please list all pricing assumptions you have made when compiling your response in the Pricing Table spreadsheet, stating to which service or part of the RFP the assumption refers, and the effect that this assumption has.
9.2.1	List your pricing assumptions with associated references.

Selection of an implementation partner will be based on the responses to the above questions and the evaluation criteria below:

**1. Evaluation Criteria**

Item No.	Evaluation Criteria Item : 90/10Principle	Weight
	Administrative Compliance	
	<p>SBDs:</p> <ul style="list-style-type: none"> <li>• Completed Standard Bidding Documents. <ul style="list-style-type: none"> <li>○ Invitation to Bid (SBD1)</li> <li>○ Tax Clearance "Original" (SBD 2)</li> <li>○ Declaration of Interest (SBD 4)</li> <li>○ Preferential Points Claim Form (SBD 6.1)</li> <li>○ Declaration of Past SCM Practices (SBD 8)</li> <li>○ Certificate of Independent Bid Determination (SBD 9)</li> </ul> </li> <li>• In the hardcopy file, the original signed documents must be included.</li> <li>• Three reference letters</li> </ul> <p><b>Failure to comply with the admin requirements will render the bid non responsive and the bid will be disqualified.</b></p>	
	<i>With the individual points made up as follows:</i>	
	<b>Functionality (As per the RFP)</b>	<b>minimum qualifying 65%</b>

<b>B</b> 1	<b>Relevant Skills and Experience and Industry Exposure:</b>	
	1. <b>Service Requirements:</b> Demonstrate the ability to deliver the breadth of services required, the ability to support a large implementation within various regions throughout South Africa and show a high level of maturity and discipline in the methodology, process and standards used/adopted.	<b>35%</b>
	2. <b>ECM Specific Requirements:</b> Demonstrate an understanding of the RFP requirements and the ability to implement the requirements through demonstrating sound technical competency,	<b>45%</b>
	3. <b>Key General Company Information:</b> Provide references of similar projects done and demonstrate differentiating factors / value adds	<b>10%</b>
	4. <b>Thought Leadership and Professional Consulting Services:</b> Demonstrate the ability to provide leadership and innovation within the project.	<b>5%</b>
	5. <b>Project Management:</b> Demonstrate good project governance and project management experience. Also demonstrate the ability to execute projects successfully.	<b>5%</b>
<b>NB Minimum 65% qualifications on functionality</b>		
<b>Total weighting</b>		<b>100%</b>
<b>C</b>	Price (Phase 3) and	90%
	B-BBEE Status Level of Contributor	10%
<b>Total Points</b>		<b>100%</b>

Selection will also be based on approval, by the GPAA architecture team, of a comprehensive design proposal.

Please inform the GPAA management of anything you deem missing from both this RFP document and the process being followed.

#### **Delivery Model**

GPAA recognizes the extent of the scope of work that the Solution Implementation Partner (SIP) will be engaging in to implement the Technical Architectural Design and implementation. GPAA further recognizes the importance of employing the correct Delivery Model from the onset. This will ensure that there is proper planning, phase identification and prioritization, improved SIP-GPAA coordination; reduced risk and the eventual execution is seamless, agile and relevant.

This work package requires that each bidder clearly defines its delivery method that will be employed as the Solution Implementation Partner. This section must include an outline of how some (not necessarily all) functions will be performed:

1. Project initiation approach (for people and technology)
2. Approach to due diligence, including expectations of the GPAA.

3. Problem Statement & Requirements Validation:
  - a. Benefits Analysis with a mapping to the requirements
  - b. Technology - Infrastructure and Application Assessment.
  - c. Requirements Validation.
4. Engagement approach (at a project, account and management reporting level). Engagement can be with the GPAA Clients, other Projects, Internal Stakeholders, the GPAA Service provides and other the GPAA 3<sup>rd</sup> Parties.
5. Human Resource Management.
  - a. Description of the required skills and competencies (with volumes).
  - b. Sourcing and staff turnover management to ensure continued delivery.
  - c. Resource and performance management.
6. Project management methodology and Project Governance Approach
7. Execution methodology (Infrastructure, Software Development &Deployment methodology).
8. Envisaged release management approach.
9. Escalation Management.
10. Approach to Risk Management
11. Approach to Thought Leadership and Knowledge Management
12. Describe how training, handover and skills transfer will be achieved
13. Change Management.
14. Handover approach.

#### **Summary**

In summary the GPAA expects full implementation of an ECM Solution using the 2 components of Oracle WebCentre Content Management Suite; viz.:

- Oracle WebCenter Content, and
- Oracle WebCenter Capture.

The GPAA seeks to attain its strategic benefits as in 3.1 through the successful implementation of Oracle WebCenter Content Management Solution.

**Annexure A**

**(GPAA)**

**SCM**

***Standard Bid Document***

**INVITATION TO BID**

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

BID NUMBER: **GPAA 11/2015**                      CLOSING DATE: **28 April 2015**  
CLOSING TIME: **11:00 am**  
DESCRIPTION: **Enterprise Content Management.**

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

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT GPAA ADDRESSED TO:  
**Government Pensions Administration (GPAA)**  
34 HAMILTON STREET  
ARCADIA  
PRETORIA  
0001

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

ALL BIDS MUST BE SUBMITTED WITH THE STANDARD FORMS – (NOT TO BE RE-TYPED)  
THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

..

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

CELLPHONE NUMBER .....

FACSIMILE NUMBER                      CODE ..... NUMBER.....

VAT REGISTRATION NUMBER .....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2)?

YES/NO

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

**PRICING SCHEDULE  
(Professional Services)**

NAME OF BIDDER: .....	BID NO.: <b>GPAA 11/2015</b>
CLOSING TIME 11:00	CLOSING DATE 28 April 2015

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

ITEM CURRENCY NO INCLUDED)	DESCRIPTION	BID PRICE IN RSA  **(ALL APPLICABLE TAXES
-------------------------------------	-------------	---

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

Electronic and Physical Document Management	R-----	----- days
Physical Document Management	R-----	----- days
Records Management	R-----	----- days
Imaging and Capture	R-----	----- days
Search and Browse Reconfiguration	R-----	----- days
Workflow Reconfiguration	R-----	----- days
Any other related project phase	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....

**TOTAL: R.....**

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....

**TOTAL: R.....**

6. Period required for commencement with project after acceptance of bid  
.....

7. Estimated man-days for completion of project  
.....

8. Are the rates quoted firm for the full period of contract? \*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.  
.....  
.....  
.....  
.....

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1 Full Name of bidder or his or her representative: .....
- 2.2 Identity Number: .....
- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
- 2.4 Company Registration Number: .....
- 2.5 Tax Reference Number: .....
- 2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....  
.....

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

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

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.**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Persal Number</b>

**4 DECLARATION**

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed/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:

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

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:

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

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

- 7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

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

**8 SUB-CONTRACTING**

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

- 8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm :  
:

9.2 VAT registration number : .....

9.3 Company registration number :  
:

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

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

2. ....

DATE:.....  
ADDRESS:.....

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

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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**Annexure B**

**(GPAA)**

**SCM**

***Special Conditions of Contract***

## 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: **28 April 2015**

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

1.1.4. Compulsory briefing session will held on **10 April 2015** at 34 Hamilton Street, Arcadia, Pretoria at **10h00 am.**

#### **1.2. Validity of Bids**

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

#### **1.3. Two-stage Bidding**

1.3.1. For this bid, a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of a conceptual design or performance specifications are 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 **65%** 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.

**Annexure C**

**(GPAA)**

**SCM**

***General Conditions of Contract***

## **GPAA PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

The purpose of this Annexure is to:

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

### **TABLE OF CLAUSES**

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

## 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](http://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.