



## **employment & labour**

Department:  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

### **INVITATION TO BID**

**BID NUMBER: TCF 01:2024/25**

**The Compensation Fund (CF) wishes to invite all interested companies to submit bids for the appointment of a Service Provider for the provisioning of professional ICT support and maintenance of the existing and new systems for a period of 36 months**

#### **ISSUE DATE:**

**03 April 2024**

#### **CLOSING DATE AND TIME**

**26 April 2024 at 11:00am**

#### **BRIEFING SESSION DETAILS**

**A non- compulsory briefing session to be held on 15 April 2024 at 10:00am**

**Compensation Fund**

**167 Thabo Sehume, Delta Heights Building**

**Pretoria CBD, 0001**

**Enquiries may be directed to: [SCM.Enquiries@LABOUR.gov.za](mailto:SCM.Enquiries@LABOUR.gov.za)**

**NB: The cut of time to receive enquiries is 72 hours before the closing date.**

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**SBD 1**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	TCF 01:2024/25	CLOSING DATE:	26 APRIL 2024	CLOSING TIME:	11:00am
DESCRIPTION	The appointment of a Service Provider for the provisioning of professional ICT support and maintenance of the existing and new systems for a period of 36 months				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>The Compensation Fund</b>					
167 Thabo Sehume					
Delta Heights Building					
Pretoria CBD,0002					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	SCM.Enquiries@LABOUR.gov.za	E-MAIL ADDRESS	SCM.Enquiries@LABOUR.gov.za		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISIONING OF PROFESSIONAL ICT SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF 36 MONTHS

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:  
.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:  
.....  
(Proof of authority must be submitted e.g. company resolution)

DATE:  
.....



**employment & labour**

Department:  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

# **DEPARTMENT OF EMPLOYMENT AND LABOUR COMPENSATION FUND**

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**PROVISIONING OF PROFESSIONAL ICT  
RESOURCES FOR SUPPORT AND MAINTENANCE  
OF THE EXISTING AND NEW SYSTEMS FOR A  
PERIOD OF THIRTY-SIX (36) MONTHS**

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**Terms of Reference**



**Compensation Fund**  
WORKING FOR YOU

**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**1. PURPOSE**

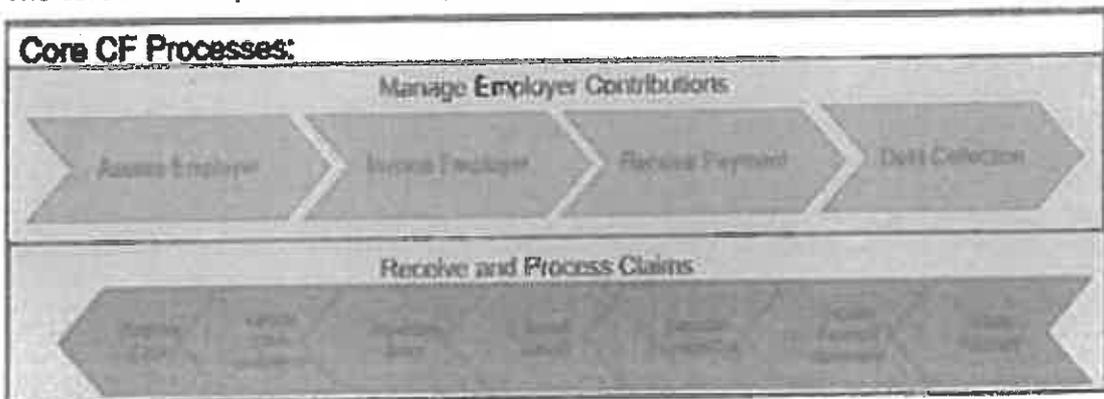
The purpose of publishing these Terms of Reference is to source a service provider to augment the ICT unit of the Compensation Fund with the skills and resources to deliver on current and future projects for a period of three years.

**2. EXECUTIVE SUMMARY**

The Compensation Fund herein under referred to as the Fund, is a public entity of the Department of Employment Labour herein under referred to as the DEL. The Fund administers the Compensation for Occupational Injuries and Diseases Act no. 130/1993 as amended by the COIDA 10/2022.

The main function of the Fund is to collect revenue and pay medical service providers including compensation benefits to injured employees. This function has been enabled through an electronic service oriented operational system to administer COIDA with online registration and underwriting of employers, registration of claims, and processing and payment of benefits to ensure accuracy and consistency.

The core business processes are depicted below:



The Fund requires a suitable service provider to augment the current ICT structure in terms of gaps, skills and capacity in order to improve service delivery by providing faster, more efficient and reliable ICT services.

*M* *SP* *MM*

**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

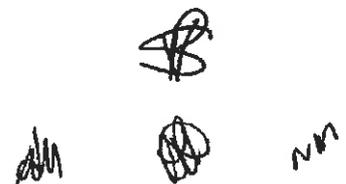
**3. BACKGROUND**

The ICT strategy is a key supporting long-term plan that supports the Fund's strategic intent and provides direction for ICT planning and investment. It also informs stakeholders on the Fund's strategic direction for ICT over a period of time. The current ICT staff complement does not cover all necessary ICT roles to improve service delivery for both internal and external stakeholders.

**4. BUSINESS OPPORTUNITY**

The Compensation Fund is striving to be hyper responsive to customer needs. Thus, for sustainability and to improve and support all the digital programs, the Fund must include dedicated IT delivery teams as part of a single integrated operating model.

Thus, this requirement seeks to effectively resource the ICT unit to stabilize the technology landscape and provide a comprehensive and a structured approach to managing each core business unit's IT initiatives. It must also serve to assist to resolve differences in processes and procedures by bringing ICT and the Fund's operations into a single model for planning, delivery and managing technology implementations and ensure that the IT investments align with the Fund's strategic objectives, and that IT resources are used efficiently and effectively.

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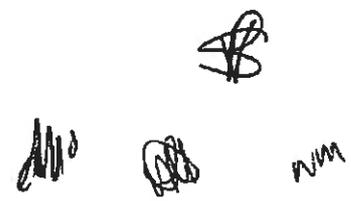
**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**5. SCOPE OF WORK AND DELIVERABLES**

**5.1 SCHEDULE 1 - MAINTENANCE AND SUPPORT SERVICES ACROSS EXISTING SAP SYSTEMS**

The maintenance and support services include, but is not limited to, the following:

- a) Provide day to day support services as per Service Level Agreements;
- b) Perform activities related to repairing defects in order to ensure restoration of the standard operational condition of the environment;
- c) Perform functions related to implementing patches, fixes and updates to maintain currency and supportability;
- d) Apply patches in order to address security or other vulnerability issues;
- e) Perform request for service tasks for information and or user administration;
- f) Proactively manage and resolve issues before they impact productivity and availability;
- g) Improve application performance during peak demand periods;
- h) Implementing industry best practice to improve efficiencies and performance;
- i) Aligning change requests against business priorities;
- j) Integrate to 3rd party software;
- k) Integrate to new or enhance functionality;
- l) Implement changes and improvements as per the business requirements while adhering to policy and procedures of the Change Advisory Board;
- m) Transfer skill and knowledge to permanent resources where applicable;
- n) Align all activities to follow the Funds policies in terms of ITIL processes and Governance.
- o) Provide support services; bug fixes, system configuration and development;
- p) Provide system monitoring;
- q) Perform functions related to implementing patches;
- r) Perform request for services;
- s) Develop minor functional enhancements;
- t) Implement SAP standards;
- u) Perform conclusive testing;
- v) Document all systems supported.;
- w) Support and maintenance;
- x) Transfer skill and knowledge to permanent resources where applicable;

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

- y) Align all activities to follow the Funds policies in terms of JTIL processes and Governance.

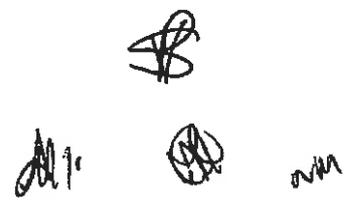
The bidder is expected to provide competent resources to manage the support and maintenance services detailed in Schedule 1 above.

**5.2 SCHEDULE 2 – PROJECTS**

The bidder must provision a bucket of forty-five thousand (45 000) hours for the duration of the contract. The bidder to utilize fifteen thousand (15 000) hours per annum for new requirements. The bidder will be required to provide an estimated effort for the implementation and submit these requirements in a form of a change request for the Fund's approval.

In the event that there are no new requirements, any bucket hours not used in that particular year will be carried over to the next year.

In cases where the bucket hours allocated for the year are depleted, the next year's bucket hours can be utilized for such additional work.

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**5.3 SCHEDULE 3 – RESOURCES**

a) The bidder to provide the following ICT skills and resources to assist in managing the Fund's digital programmes throughout their lifecycles, from architecting the customer experience to managing maintenance, support and enhancements.

Skill	Quantities	Qualification & Experience	Job Summary
<p>Security, Risk and Governance Manager.</p>	<p>1</p>	<p>CISA/CISM/CRISC/CISSP certification, with a minimum of 6 years of relevant working experience related to information security practices.</p>	<ul style="list-style-type: none"> <li>• Identify control deficiencies in the design and operating effectiveness of Information security controls.</li> <li>• Design, recommend and implement opportunities for continuous improvement.</li> <li>• Providing security advice during the development stages of software systems and implementation of solutions.</li> <li>• Provide a foundation for effective risk management, incident management, and process improvement.</li> <li>• Align to CIS critical security controls.</li> <li>• Provide risk strategy, policies and procedures that are aligned to the Funds operations.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<p>SAP GRC - Access &amp; Process control.</p>	<p>1</p>	<p>SAP certified, with a minimum of 4 years of relevant experience in SAP security design, configuration, and administration.</p>	<ul style="list-style-type: none"> <li>• Manage user roles and permissions and maintain the Governance Risk and Compliance (GRC) modules.</li> </ul>
<p>Service Delivery Manager.</p>	<p>1</p>	<p>Appropriate ICT degree or equivalent, with a minimum of 10 years' experience in managing service delivery or 15 years' experience in managing service delivery.</p>	<ul style="list-style-type: none"> <li>• Monitoring and controlling of all activities involved in designing, creating, delivering, supporting and managing the life cycle of IT services - both infrastructure and applications.</li> <li>• SLA management, internally with the department as well as contracts within CF: SLAs between CF and DEL, SLAs between CF and its partners, and between CF ICT and its end-users (OLAs).</li> <li>• Must develop and translate OLAs.</li> <li>• Provide reports and service improvement recommendations.</li> </ul>
<p>Technical Systems Analyst</p>	<p>3</p>	<p>Appropriate ICT degree or equivalent, with a minimum of 4 years' experience in technical system analysis or similar role. SAP ERP system knowledge required.</p>	<ul style="list-style-type: none"> <li>• Evaluate and design IT solutions that enhance operational processes.</li> <li>• Collaborate with cross-functional teams.</li> <li>• Contribute to the development, enhancements and maintenance of information systems.</li> <li>• Drafting technical specification documentation.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<p>Test Manager</p>	<p>1</p>	<p>Appropriate ICT degree or equivalent. A minimum of 10 years' experience in managing SAP test scripts, test plans, or changes for SAP enterprises where operational availability is critical.</p> <p>Test Experience of large SAP ERP and S4i implementations.</p> <p>Experience of SAP-related automated testing of systems and processes.</p>	<p>Manage and oversee –</p> <ul style="list-style-type: none"> <li>• Writing and refining test cases.</li> <li>• User acceptance testing, visibility of defects and test management.</li> <li>• Actively participate in business refinements ensuring SAP best practises are followed.</li> <li>• Manage Test resources.</li> <li>• Manage the team, draft test strategies and ensure application of testing SOPs/standards.</li> <li>• Lead the review, business case and delivery of an automated testing solution and related test scripts.</li> <li>• Ensuring all system and functional changes are delivered into production via well-defined tests and procedures to minimize disruptions to production services.</li> <li>• All associated test evidence needs to be captured and be audit compliant.</li> <li>• Reporting and service improvement recommendations.</li> </ul>
<p>Test Analysts</p>	<p>3</p>	<p>Appropriate ICT degree or equivalent. A minimum 5 years' experience in developing and</p>	<ul style="list-style-type: none"> <li>• Review all specifications from Business Analysts and technical system analysts.</li> <li>• Create test plans and cases.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

		executing SAP and non-SAP test scripts and test plans.	<ul style="list-style-type: none"> <li>• Perform end-to-end functional and non-functional testing of applications.</li> <li>• Collaborate closely with the team, identifying, logging, prioritizing and verifying defects.</li> <li>• Track all defects logged.</li> <li>• Execute regression tests in preparation for go-live.</li> <li>• Execute sanity checks and post go-live verifications.</li> <li>• Collaborate with team members to ensure fast and efficient defect resolution and product quality.</li> </ul>
Oracle PL/SQL Developer	2	Appropriate ICT qualification or equivalent, with a minimum of 5 years' Oracle experience or 10+ Oracle PL/SQL experience.	<ul style="list-style-type: none"> <li>• Design, develop and maintain Oracle database code.</li> <li>• Produce ad hoc reports as requested.</li> <li>• Collaborate with team members to ensure fast and efficient operation of databases.</li> </ul>
Java Developer	2	Appropriate ICT qualification or equivalent, with a minimum of 5 years' Java experience or minimum 10 years of Java software development experience.	<ul style="list-style-type: none"> <li>• Develop business systems based on business requirements and standard development practice.</li> <li>• Write well designed, testable, and efficient code.</li> <li>• Integrate software components into a fully functional system.</li> <li>• Maintain and debug the current Java systems.</li> <li>• Implement improved and latest Java technology.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<ul style="list-style-type: none"> <li>• Participate in project activities.</li> <li>• Prepare and produce releases of software components.</li> <li>• Supporting continuous improvement by investigating alternatives and technologies, and presenting these for architectural review.</li> </ul>		
<ul style="list-style-type: none"> <li>• Develop business systems based on business requirements and standard development practice.</li> <li>• Developing new features and mobile user interfaces from wireframe models.</li> <li>• Maintain and enhance the mobile application landscape.</li> <li>• Publish mobile applications to the relevant mobile stores.</li> <li>• Collaborate with the relevant teams to deliver well-architected integrated mobile solution.</li> </ul>	<p>Appropriate ICT qualification or equivalent, with a minimum of 3 years mobile applications experience or 5+ years of mobile applications development experience.</p>	<p>2</p>
<p>Mobile App Developers</p>		

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<p>.NET Developer</p>	<p>2</p>	<p>Appropriate ICT qualification or equivalent, with a minimum of 5 years' .Net experience or 7+ years of software development experience in .Net</p>	<ul style="list-style-type: none"> <li>• Develop business systems based on business requirements and standard development practice.</li> <li>• Write well designed, testable, and efficient code.</li> <li>• Integrate software components into a fully functional system.</li> <li>• Maintain and debug the current .Net systems.</li> <li>• Implement improved and latest .Net technology.</li> <li>• Participate in project activities.</li> <li>• Prepare and produce releases of software components.</li> <li>• Supporting continuous improvement by investigating alternatives and technologies, and presenting these for architectural review.</li> </ul>
<p>SAP FS-CD</p>	<p>3</p>	<p>SAP certified, with a minimum of 5 years' relevant experience.</p>	<ul style="list-style-type: none"> <li>• Translate business requirements into detailed functional specifications for SAP FS-CD implementations.</li> <li>• Maintain configuration of current systems to support seamless collections and disbursements operations.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

SAP IDM	1	SAP certified, with a minimum of 5 years' relevant experience.	<ul style="list-style-type: none"> <li>• Experience in connecting IDM to SAP and non-SAP systems, connecting AD system and Database.</li> <li>• Collaborate with existing AD team.</li> <li>• Manage user roles and permissions and maintain the Governance Risk and Compliance (GRC) for internal and external system users' access.</li> <li>• Good understanding on Information Security controls.</li> </ul>
SAP BASIS	1	SAP certified, with a minimum of 5 years' relevant experience.	<ul style="list-style-type: none"> <li>• Administer and Manage SAP environment on a day-to-day basis.</li> <li>• Configure, monitor, tune and troubleshoot the environment,</li> </ul>
SAP CRM Technical	2	SAP certified, with a minimum of 4 years' relevant experience.	<ul style="list-style-type: none"> <li>• Development and maintenance of External interfaces using Web Services – Config/changes.</li> <li>• Identify and support various user requirements.</li> <li>• Customise CRM processes and changes.</li> </ul>
SAP CRM Functional	2	SAP certified, with a minimum of 4 years' relevant experience.	<ul style="list-style-type: none"> <li>• Implement, configure, and optimise SAP CRM solutions to enhance customer engagement and service processes.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

			<ul style="list-style-type: none"> <li>• Drive the design and functionality of current CRM systems</li> </ul>
SAP PI/PO	1	SAP certified, with a minimum of 4 years' relevant experience.	<ul style="list-style-type: none"> <li>• Develop, manage and continuous support the current integration systems in line with SAP standard and development best practice.</li> <li>• Write well designed, testable, and efficient code.</li> <li>• Integrate software components into a fully functional system.</li> <li>• Maintain and debug the current PI/PO systems.</li> <li>• Participate in project activities.</li> <li>• Prepare and produce releases of software components.</li> <li>• Supporting continuous improvement by investigating alternatives and technologies, and presenting these for architectural review.</li> </ul>
SAP K-Pro	1	SAP certified, with a minimum of 4 years' relevant experience.	<ul style="list-style-type: none"> <li>• Support a cross-application and cross-media technical information infrastructure within the framework of SAP Web Application Server.</li> </ul>
SAP FI	3	SAP certified, with a minimum of 4 years' relevant experience.	<ul style="list-style-type: none"> <li>• Provide project technical and functional expertise in the SAP application module areas of Financial Accounting and Controlling, Consolidations, GL,</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

				AP, AR, Cost Centre Accounting, and Profit Centre Accounting.
SAP BI (BOBJ) / BW	3	SAP certified, with a minimum of 4 years' relevant experience.		<ul style="list-style-type: none"> <li>Provide daily operational support for application and BI infrastructure, Platform support, monitoring, capacity and utilization management, application security, Reporting and End user support.</li> </ul>
Power BI specialist	2	Microsoft Certified Power BI specialist, with a minimum of 3 years' relevant experience.		<ul style="list-style-type: none"> <li>Transform raw data into relevant insights via interactive and simple-to-understand dashboards</li> <li>Provide business intelligence services through MS Power BI.</li> </ul>
SAP ABAP	2	SAP certified, with a minimum of 4 years' relevant experience.		<ul style="list-style-type: none"> <li>Develop business systems based on business requirements and standard development practice.</li> <li>Write well designed, testable, and efficient code.</li> <li>Integrate software components into a fully functional system.</li> <li>Maintain and debug the current ABAP code.</li> <li>Participate in project activities.</li> <li>Prepare and produce releases of software components.</li> <li>Support continuous improvement by investigating alternatives and technologies, and presenting these for architectural review.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<p>SAP PORTAL / SOLUTION MANAGER</p>	<p>1</p> <p>SAP certified, with a minimum of 4 years' relevant experience in configuring and supporting Solution Manager. Experience in setting up and troubleshooting BPM</p>	<ul style="list-style-type: none"> <li>• Day to day management of the SAP portal and Solution Manager.</li> <li>• Platform upgrades and maintenance.</li> <li>• Health checks and reporting.</li> <li>• Manage SAP Solman Implementation from change management and project planning.</li> <li>• Manage transports of changes from the development, QA and production environment using CHARM.</li> <li>• Documentation for configuration, troubleshooting and ongoing maintenance of the environment.</li> </ul>
<p>SAP End-user Trainer</p>	<p>2</p> <p>SAP certified, with a minimum of 5+ years' relevant experience.</p>	<ul style="list-style-type: none"> <li>• Ensure Training documents are kept up to date in SAP Enable.</li> <li>• Lead design and development of new training materials and/or update of existing materials.</li> <li>• Record any additional simulations as necessary based on the course updates.</li> <li>• Provide ongoing expertise/support to the user community. Support and resolve user issues.</li> <li>• Works with training (HRD) and line managers to coordinate the training materials in the SEN system and track ongoing training participation.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<p>Document Management (Open Text)</p>	<p>2</p>	<p>SAP certified, with a minimum of 4 years' relevant experience. Experience in OpenText technologies.</p>	<ul style="list-style-type: none"> <li>• Document Management Specialist with expertise in OpenText.</li> <li>• Implement, configure, and optimise OpenText solutions to streamline document management and enhance information workflows across the Fund.</li> <li>• Design and deliver efficient document management strategies, ensuring seamless access, collaboration, and security of critical business documents.</li> </ul>
<p>Admin Support Staff</p>	<p>3</p>	<p>ICT Graduate</p>	<ul style="list-style-type: none"> <li>• Support to all ICT streams.</li> </ul>
<p>Data Architect</p>	<p>2</p>	<p>Bachelor's degree in ICT, with a minimum of 10 years' relevant experience. Experience in Data architecture, Data Warehousing, Data Integration, Data Modelling, Data Governance, Master Data Management, SAP MDM experience is essential.</p>	<ul style="list-style-type: none"> <li>• Defining and Designing the Data integration architecture.</li> <li>• Implementing and Managing the Data Architecture landscape.</li> <li>• Data Modelling and to assist when working with Complex Data and multiple data sources.</li> <li>• Management - Develop Master Data Strategy, Managing the Master Data processes, Establish data ownership and accountability across business directorates.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Data Governance Manager	1	Bachelor's degree in ICT, SAP certified, with a minimum of 10 years' relevant experience.	<ul style="list-style-type: none"> <li>• Develop and implement a data governance strategy.</li> <li>• Define data governance frameworks, policies, and procedures to ensure data quality, integrity, and security.</li> <li>• Define and enforce data standards, naming conventions, and data classification guidelines.</li> <li>• Coordinate data stewardship activities, including data profiling, data cleansing, and data quality monitoring.</li> </ul>
Data Analyst	3	Bachelor's degree in ICT, with a minimum of 4 years' relevant experience in SAP reporting, analytical tools and Power BI.	<ul style="list-style-type: none"> <li>• Extracting, analysing, and transforming data within the SAP environment.</li> <li>• Expertise in SAP data structures, querying languages, and analytical techniques.</li> <li>• Ensure data accuracy, integrity, and meaningful insights.</li> </ul>
Data Scientist	2	Bachelor's degree in Statistics or Actuarial Science or Informatics, with a minimum of 4 years' relevant experience in SQL, Business Intelligence, Reporting and Analytical tools e.g. SAS,	<ul style="list-style-type: none"> <li>• Data acquisition, data cleansing, data transformation.</li> <li>• Machine learning algorithms to uncover data patterns, make predictions and build intelligent systems.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

		Power BI, SAP or Oracle Analytical tools.	<ul style="list-style-type: none"> <li>Communicating insights and findings through visualization (charts, graphs, etc).</li> <li>Reporting.</li> </ul>
Data Quality Specialist	2	Bachelor's degree in ICT, with a minimum of 5 years' relevant experience in ETL, SQL, Data Cleansing.	<ul style="list-style-type: none"> <li>Data profiling, cleansing, validation, and continuous monitoring.</li> <li>Monitoring and reviewing the quality (accuracy and integrity) of data.</li> <li>Defining data quality standards.</li> <li>Ensure adherence and conformance to data quality standards.</li> <li>Developing data quality matrices and dashboards.</li> <li>Performing data audits and reviews.</li> </ul>
Field Engineers	4	Desktop / Technical support at NQF level 6, with a minimum of 12 months in the desktop support field.	<ul style="list-style-type: none"> <li>Set up, installation and life cycle management of end user equipment and support activities.</li> </ul>
Programme Manager	1	Postgraduate degree or equivalent (NQF 8), PRINCE2 or PMBOK Certification, with a minimum of 15 years' relevant experience in implementations of SAP systems	<ul style="list-style-type: none"> <li>Develop and implement an IT project management strategy.</li> <li>Define project management frameworks, policies, and procedures.</li> <li>Coordinate the ICT project portfolio.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Business Analyst	3	<p>Appropriate ICT degree or equivalent, Diploma or certificate in Business Analysis. 6+ years of experience in a Business Analysis or similar role. The BA must also have a certificate in Business Analysis or Business Process Re-engineering e.g. SIX Sigma/ BABOK.</p>	<ul style="list-style-type: none"> <li>• Development of business cases, URS, BRS for project initiation.</li> <li>• Develop and maintain SOP's.</li> <li>• Identify production application issues.</li> <li>• Coordinate User Acceptance Testing sessions and manage the outcomes.</li> </ul>
Project Coordinator	3	<p>Appropriate qualification in Administration or equivalent relevant qualification of NQF Level 5 or higher, with a minimum 2 years' relevant experience.</p>	<ul style="list-style-type: none"> <li>• Compilation, distribution and maintenance of project documentation.</li> <li>• Provide administration and coordination support required by the project team.</li> <li>• Support project team with project materials.</li> <li>• Support the implementation of communications and stakeholder engagement plan.</li> <li>• Assist in the logistics of preparing of stakeholder engagements.</li> <li>• Assist with general ICT project administration.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Project Manager	3	Appropriate 3-year ICT degree or equivalent, with a 5 years' experience in implementation of SAP system. ASAP certification.	<ul style="list-style-type: none"> <li>Initiation, planning, monitoring and execution of ICT projects using appropriate project management principles.</li> <li>Reporting.</li> <li>Governance adherence.</li> </ul>
RHEL Engineer	2	Red Hat engineering certification, with experience in Red Hat version 6-9, and experience in Red Hat ansible and satellite.	<ul style="list-style-type: none"> <li>Create and deploy VM templates.</li> <li>Monitor and maintain Red Hat environment.</li> <li>Configure and deploy custom Red Hat servers as requested.</li> <li>Patching and deploying security configuration to secure the Red Hat environment.</li> </ul>
SharePoint developer		Appropriate 3-year ICT degree or equivalent, with 5 years' experience in designing SharePoint or 10 years' experience. SharePoint certificate required.	<ul style="list-style-type: none"> <li>Design, develop, maintain and support customized SharePoint systems.</li> </ul>
Cloud Architect	1	Appropriate ICT qualification or equivalent, with a minimum of 10 years' architect experience or 15+ years of software development experience in .Net	<ul style="list-style-type: none"> <li>Analyse business needs, the existing architecture and develop a new cloud adoption roadmap.</li> <li>Design cloud architecture including infrastructure blueprint, network topology and security.</li> </ul>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<ul style="list-style-type: none"> <li>• Develop strategies to manage and optimise cloud spending and ensuring cost effectiveness.</li> <li>• Design secure and efficient migration of existing applications and data to the cloud.</li> <li>• Develop disaster recovery plans and procedures for the cloud environment/s.</li> </ul>			
<ul style="list-style-type: none"> <li>• Develop and implement systems and data protection controls including vulnerability management, security patching, access control, data encryption and network security.</li> <li>• Implement and threat detection and response mechanisms including security monitoring, incident response and threat intelligence.</li> <li>• Develop and implement security policy and procedures.</li> <li>• Training employees on cyber security best practices.</li> <li>• Penetration testing to identify potential weaknesses in security defences.</li> <li>• Work with infrastructure and application teams to improve systems and application security.</li> <li>• Address security related audit findings.</li> </ul>	<p>Appropriate ICT qualification or equivalent, with a minimum of 10 years' Cyber Security experience or 15+ years of software development experience in .Net.</p>	<p>1</p>	<p>Cyber Security Specialist</p>

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

				<ul style="list-style-type: none"> <li>Regular reporting and security posture tracking.</li> </ul>
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**Table 1: Resources**

- a) Bidders should note that all evidence of qualifications (copy of qualification) and experience (CVs) will be required and reviewed by the Fund for adherence to the above requirements prior to on-boarding of resources.
- b) CVs are not to be submitted with the bid.
- c) Bidders will be responsible for the provision of tools of trade for each resource.
- d) Bidders will be required to comply with all ICT security, policies and procedures.
- e) Bidders will be responsible for provision of security screening reports at on-boarding for each resource.

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The Fund has identified the following key resources for a stipulated period in order to perform urgent functions. These are priority resources. The bidder is to provide estimations for the following priority resource categories. They are to be deployed to the Fund within 2 weeks of contract approval. The duration refers to the initial period that these resources will be required during the 36-month contract.

ICT Resource	Duration
Cloud Architect	4 months
Cyber Security Specialist	Full-time

**Note to bidders:**

As part of the scope of work the bidder is required to do the following:

- a) Operate within an agile product-based operating model.
- b) Provide best practice on mitigating risks associated with IT operations, such as security, business continuity, and compliance, to ensure that the Fund's IT operations are conducted in a secure and compliant manner, with appropriate controls and safeguards in place.
- c) Ensure that projects are delivered on time, on budget, and within scope, and that they align with the Fund's strategic objectives.
- d) Assist the Fund to transition from the current physical infrastructure to cloud computing services.
- e) Provide ad-hoc resources such as reactive support services, whereby the service provider responds by means of a quotation to a scope of work to resolve a particular IT issue or render a particular professional service under a specific functional area. The Fund will activate the ad hoc resources in response to demand.
- f) The service Provider will be required to travel nationally as and when required. The resources may also be expected to travel to the sites where the Fund has a presence.
- g) Disbursement charges, including travel and subsistence to be costed at not more than 5% of the contract value. All disbursements to be pre-approved by the Fund.
- h) All resources providing services must have the required competencies, skills, experience, certification and must be able to demonstrate such competencies in terms of the minimum criteria specified.

**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**5.4 TECHNOLOGY STACK**

Prospective bidders must take note of the technology stack of the Fund's existing systems as follows:

DOMAIN	MODULES
SAP S4H	SAP S/4HANA
SAP Fiori	SAP S/4HANA
SAP Identity Management	SAP IDM 8
SAP Web Dispatcher	SAP Web Dispatcher
SAP NetWeaver AS Java	SAP NetWeaver AS Java 7.5
SAP GRC	SAP Access Control SAP Process Control SAP Risk Management
SAP Solution Manager	SAP Solution Manager 7.2
SAP OpenText	SAP Archiving OpenText
SAP Business Objects Data Services	SAP Data Services 4.2
SAP BO/BI	Business Objects 4.2
SAP BW	
SAP Single Sign-on	SAP Single Sign-on
SAP Enable Now	SAP Enable Now 1.0
SAP ECC 6.0	SAP FI SAP SD SAP MM SAP CO SAP FS-CD
CRM	CRM
ORACLE	JAVA 2 EE ORACLE DB 19C PL/SQL Web Servers (Tomcat) Application Servers (JBOSS)
MICROSOFT	.Net SharePoint OFFICE 365 SQL Server 2016
REDHAT	RHEL Version 6 - 9

Table 2: Technology Stack

**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**6. Delivery Address**

The services must be supplied or provided at the following physical address:

No	Physical Address
1	Delta Heights, 167 Thabo Sehume, Pretoria, Gauteng

It should be noted that the Fund will provide office space and connectivity for the resources allocated to the project to perform the required work during the contract period. However, the bidder must arrange for secure vehicle parking at their own expense.

**7. BID SUBMISSION REQUIREMENTS**

The bidder has to submit a bid response documentation pack and it must be delivered at the correct physical address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and the bidders are expected to submit the following:

- a) One original in two separate batches (1) Technical (2) Price proposal
- b) Four (4) exact copies of the original technical and price proposals
- c) No electronic version of above required documents will be accepted.

**8. BID EVALUATION STAGES**

- a) The bid evaluation process consists of several phases that are applicable according to the nature of the bid as defined in the table below.
- b) The bid will be evaluated according to the 90/10 principle as prescribed in the PPPFA of 2022. Regulation 5 will be applicable

Stage	Description	Applicable for this bid
Phase 1	Administrative compliance requirements	YES
Phase 2	Technical Mandatory requirements	YES
Phase 3	Technical functionality evaluation	YES
Phase 4	Evaluation on Price and Preference or Specific Goals	YES

The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**PHASE 1: ADMINISTRATIVE COMPLIANCE REQUIREMENTS**

If the Bidder failed to comply with any of the administrative requirements, or If the Fund is unable to verify whether the administrative requirements are met, then the Fund reserves the right to –

- (a) Reject the bid and not evaluate it, or
- (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) working days after notice any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
- (c) All bids will be measured against the administrative requirements. Only bids that comply with the criteria mentioned below will be considered for further evaluation.
- (d) The Service providers must be registered with the Central Supplier Database and provide their unique CSD registration number.
- (e) If it is a Joint Venture, they must submit joint ventures Agreement that signed as acceptable proof of the existence. The joint venture must clearly set out the roles and responsibilities of the Lead Partner and the joint venture. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture.
- (f) Valid COIDA Letter of Good Standing
- (g) Provide Tax Compliance Status PIN certificate - issued by SARS
- (h) Fully completed and Signed Standard Bidding Documents (SBD forms)
- (i) SBD 6.1 form as a requirement in above paragraph (h) must be accompanied by proof or documentation required in terms of this tender to claim points for specific goals as specified in this bid.
- (j) Requirements stipulated in f) to i) must be provided by both companies submitting bids as part of a consortium or joint venture.

**NB: Please note that failure to provide any of the above requirements within (7) working days after the notice will lead to automatic disqualification of the service provider's bid proposal.**

**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**PHASE 2: TECHNICAL MANDATORY**

**Purpose: Technical Mandatory requirements are the absolute minimum requirements to fulfil the Business Objective.**

**INSTRUCTION AND EVALUATION CRITERIA**

- The bidder must comply with ALL the requirements by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as "NOT COMPLY".

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<p><b>1. BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS</b></p> <p>The prime bidder must be a registered SAP accredited partner in South Africa</p> <p>The bidder to provide confirmation of partnership by submitting their Manufacturers Authorization Form (MAF).</p>	<p>Provide a copy of a valid accreditation certificate from SAP indicating:</p> <ul style="list-style-type: none"> <li>(a) the bidder name;</li> <li>(b) the bidder is a SAP Consulting services accredited partner in South Africa; (Confirmation of partnership as proof - bidders to share their Manufacturers Authorization Form (MAF)).</li> <li>(c) date the partnership was established;</li> </ul> <p><b>NB:</b> The certification should be valid throughout the term of the contract.</p> <p><b>NB:</b> The Compensation Fund reserves the right to verify information provided.</p>	<p>&lt;provide unique reference to locate substantiating evidence in the bid response &gt;</p>

**The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.**



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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**PHASE 3: TECHNICAL FUNCTIONALITY EVALUATION**

- a) Bids will be evaluated strictly according to the bid evaluation criteria set out below.
- b) A minimum threshold of 70 % for the technical elements must be scored; otherwise the bid will be regarded as non-responsive and be disqualified.
- c) Bids that do not meet the technical threshold score of 70% will not be considered for further evaluation on Price and Specific goals.

**ANNEXURE A – TECHNICAL SCORECARD**

<b>FUNCTIONALITY</b>		<b>Weight</b>
	<b>CRITERION</b>	
1	Approach to be used by the service provider to demonstrate understanding of the existing systems as outlined in <b>Section 5.1 -Technology Stack</b> with minimum guidance by the Fund. The following system review processes ( <b>Reviewing of system modules implemented, System architecture documentation, System source code review</b> ) must be aligned to <b>Section 5.1- Technology stack</b> :	20
2	Provide letters of contactable references from customers to whom the service was delivered and indicate the following: <ul style="list-style-type: none"> <li>a) Each letter must be dated, signed and on a letterhead and logo of the customer;</li> <li>b) The customer company name and physical address;</li> <li>c) Customer contact person's name, telephone number and email address;</li> <li>d) Project scope of work (<b>SAP support or maintenance</b>)</li> <li>e) The service was rendered at a satisfactory level.</li> </ul> <p><b>More than one reference letter pertaining to the same tender will not be considered. The reference letters not conforming to the above mentioned five (5) requirements will not be considered.</b></p>	30
3	Provide letters of contactable references from customers to whom the service was delivered and indicate the following: <ul style="list-style-type: none"> <li>a) Each letter must be dated, signed and on a letterhead and logo of the customer;</li> <li>b) The customer company name and physical address;</li> <li>c) Customer contact person's name, telephone number and email address;</li> <li>d) Project scope of work (<b>Supplying ICT Resources and List of Resources Supplied</b>)</li> </ul>	30



**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

	e) The service was rendered at a satisfactory level.  <b>More than one reference letter pertaining to the same tender will not be considered. The reference letters not conforming to the above mentioned five (5) requirements will not be considered.</b>	
4	The service provider must provide a detailed skills and knowledge Transfer methodology, skills transfer plan and skills assessment that will be conducted with the Fund's ICT resources. In skills and knowledge transfer methodology, the following must be detailed:  a) knowledge approach to transform tacit into explicit knowledge.	20
	<b>Total technical score</b>	<b>100%</b>
	<b>Minimum threshold for technical proposal</b>	<b>70%</b>

**ANNEXURE A – SCORING GUIDELINE FOR FUNCTIONALITY**

1.	Approach to be used by the service provider to demonstrate understanding of the existing systems as outline in <b>Section 5.1 -Technology Stack</b> with minimum guidance by the Fund. The following system review processes ( <b>Reviewing of system modules implemented, System architecture documentation, System source code review</b> ) must be aligned to <b>Section 5.1- Technology stack</b> :	0	12	16	20
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0 No information provided or the bidder demonstrated understanding of only one (1) or two (2) of the following system review processes:

- System documentation
- Process documents
- Reviewing of system modules implemented
- System architecture documentation
- System source code review

12 The bidder demonstrated an understanding of any three (3) of the following system review processes by providing a detailed implementation strategy for each of the three (3) selected system review processes:

- System documentation
- Process documents
- Reviewing of system modules implemented
- System architecture documentation
- System source code review

**(Implementation strategies for system review processes that are not clear or detailed will score zero)**






**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**16** The bidder demonstrated understanding of any four (4) of the following system review processes by providing a detailed implementation strategy for each of the four (4) selected system review processes:

- System documentation
- Process documents
- Reviewing of system modules implemented
- System architecture documentation
- System source code review

***(Implementation strategies for system review processes that are not clear or detailed will score zero)***

**20** The bidder demonstrated understanding of all five (5) of the following system review processes by providing a detailed implementation strategy for each of the five (5) selected system review processes:

- System documentation
- Process documents
- Reviewing of system modules implemented
- System architecture documentation
- System source code review

***(Implementation strategies for system review processes that are not clear or detailed will score zero)***

<b>2.</b>	<p>Provide letters of contactable references from customers to whom the service was delivered and indicate the following:</p> <p>a) Each letter must be dated, signed and on a letterhead and logo of the customer;</p> <p>b) The customer company name and physical address;</p> <p>c) Customer contact person's name, telephone number and email address;</p> <p>d) Project scope of work (SAP support or maintenance)</p> <p>e) The service was rendered at a satisfactory level.</p> <p><b>More than one reference letter pertaining to the same tender will not be considered. The reference letters not conforming to the above mentioned five (5) requirements will not be considered.</b></p>				
		<b>0</b>	<b>10</b>	<b>20</b>	<b>30</b>

- 0** - None or one (1) qualifying letter provided by the bidder
- 10** - Bidder has provided two (2) qualifying reference letters
- 20** - Bidder has provided three (3) qualifying reference letters
- 30** - Bidder has provided four (4) or more qualifying reference letters






**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<p><b>3.</b> Provide letters of contactable references from customers to whom the service was delivered and indicate the following:</p> <p>a) Each letter must be dated, signed and on a letterhead and logo of the customer;</p> <p>b) The customer company name and physical address;</p> <p>c) Customer contact person's name, telephone number and email address;</p> <p>d) Project scope of work (<b>Supplying ICT Resources and List of Resources Supplied</b>)</p> <p>e) The service was rendered at a satisfactory level.</p> <p><b>More than one reference letter pertaining to the same tender will not be considered. The reference letters not conforming to the above mentioned five (5) requirements will not be considered</b></p>	<p><b>0</b></p>	<p><b>10</b></p>	<p><b>20</b></p>	<p><b>30</b></p>
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- 0** - None or one (1) qualifying letter provided by the bidder
- 10** - Bidder has provided two (2) qualifying reference letters
- 20** - Bidder has provided three (3) qualifying reference letters
- 30** - Bidder has provided four (4) or more qualifying reference letters

<p><b>4.</b> The service provider must provide a detailed skills and knowledge Transfer methodology, skills transfer plan and skills assessment That will be conducted with the Fund's ICT resources. In Skills and knowledge transfer methodology, the following must be detailed: - knowledge approach to transform tacit into explicit knowledge.</p>	<p><b>0</b></p>	<p><b>10</b></p>	<p><b>15</b></p>	<p><b>20</b></p>
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- 0** *No information on skills and knowledge transfer methodology provided or information provided is not relevant*
- 10** *Skills and knowledge transfer methodology provided but doesn't include the skills transfer plan and skills assessment*
- 15** *Skills and knowledge transfer methodology and skills transfer plan provided but the skills assessment is excluded OR Skills and knowledge transfer methodology and skills assessment is included but the skills transfer plan is excluded*
- 20** *Skills and knowledge transfer methodology, skills transfer plan and skills assessment provided*

**Total Functionality: 100**



**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**PHASE 4: PREFERENCE POINT SYSTEM (PRICE AND SPECIFIC GOALS)**

The Service providers must complete a pricing schedule as indicated below:

*AM*

*SB*

*MD*

*NM*

**PRICING PROPOSAL**

The bidders must also give pricing based on hourly rates as per the following table

	Quantities	Hourly Rate	Billable Hours for resources for category for period of the duration of the contract per annum	Total amount for YEAR 1	Total amount for YEAR 2	Total amount for YEAR 3
<b>Schedule 1 – SAP Maintenance and Support</b>	N/A	N/A	N/A			
<b>Schedule 2 – Projects (Bucket hours)</b>	15 000	N/A	Hours/per annum			
<b>Schedule 3 – Resources</b>						
Security, Risk and Governance Manager	1		2160			
SAP GRC - Access & Process control	1		2160			
Service Delivery Manager	1		2160			
Technical Systems Analyst	3		6480			
Test Manager	1		2160			
Test Analysts	3		6480			
Oracle PL/SQL Developer	2		4320			
Java Developer	2		4320			
Mobile App Developers	2		4320			
.NET Developer	2		4320			
SAP FS-CD	3		6480			
SAP IDM	1		2160			
SAP BASIS	1		2160			
SAP CRM Technical	2		4320			

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

SAP CRM Functional	2	4320	
SAP PI/PO	1	2160	
SAP K-Pro	1	2160	
SAP FI	3	6480	
SAP BI (BOBJ) / BW	3	6480	
Power BI specialist	2	4320	
SAP ABAP	2	4320	
Sap Portal / Solution Manager	1	2160	
SAP End-user Trainer	2	4320	
Document Management (Open Text)	2	4320	
Admin Support Staff	3	6480	
Data Architect	2	4320	
Data Governance Manager	1	2160	
Data Analyst	3	6480	
Data Scientist	2	4320	
Data Quality Specialist	2	4320	
Field Engineers	4	8640	
Programme Manager	1	2160	
Business Analyst	3	6480	
Project Coordinator	3	6480	
Project Manager	3	6480	
RHEL Engineer	2	4320	
SharePoint developer	1	2160	
Cloud Architect	1	2160	
Cyber Security Specialist	1	2160	
<b>TOTAL (excl VAT)</b>			
<b>VAT</b>			
<b>TOTAL BID PRICE INCLUDING VAT PER ANNUM</b>			
<b>TOTAL BID PRICE INCLUDING VAT FOR A PERIOD OF 3 YEARS</b>			

Table 3: Pricing Proposal

*[Handwritten signature]*

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Bidders must provide a bid price over 3 years. This price must be inclusive of VAT and THE PRICE MUST ALSO BE INDICATED ON THE SBD 3.3 attached herewith.

- a) Bid proposals will be evaluated in accordance with the 90/10-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulations, 2022.
- b) The points in respect of price will be calculated on the ceiling price of the bid.
- c) Only Bidders that have met the 70% points threshold in Phase 3 (three) will be evaluated in Phase 4 (four) for Price and Preference. Price and Preference will be evaluated as follows:
  - In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 90/10 Preference Point system in terms of which points are awarded to bidders on the basis of:
    - o A maximum of 10 points may be awarded to a bidder for the specific goals specified in this bid.
    - o The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places
    - o The bid must be awarded to the bidder scoring the highest points.

i. **Stage 1 – Price Evaluation (90 Points)**

The following formula will be used to calculate the points for price:

Where

Criteria	Points
<b>Price Evaluation</b>  $P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	90

$P_s$  = 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

ii. **Stage 2 – Specific Goals or Preference Evaluation (10 Points)**

(a) **Specific Goals or Preference Points Allocation**

Specific goals	Points out of 10 (90/10)	Required Proof	Ownership %	Points Claimed	Proof attached (Y/N)
Promotion of Women owned enterprises	4	(a) A certified copy of the founding documentation of the company with which the ownership is listed  (b) Certified copy of identity document such as SA ID book.			

*M*

*SB*

*SD*

*NM*

**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

		(c) Latest Central Supplier Database (CSD) report with women as owners/shareholders/directors of the company.		
Promotion of enterprises owned by people with disability	1	<p>(a) A certified copy of the founding documentation of the company with which the ownership is listed</p> <p>(b) A signed letter from a duly authorized medical practitioner</p> <p>(c) Latest Central Supplier Database (CSD) report with people with disability as owners/shareholders/directors of the company.</p>		

*dm*

*SB*

*RA*

*Am*

**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<p><b>Promotion of enterprises owned by youth</b></p>	<p align="center">3</p>	<p>(a) Certified copy of the founding documentation of the company with which the ownership is listed</p> <p>(b) Certified copy of identity document such as SA ID book</p> <p>c) Latest Central Supplier Database (CSD) report with youth as owners/shareholders/directors of the company</p>			
<p><b>Promotion of local enterprises</b></p>	<p align="center">2</p>	<p>Within Gauteng Province = 2 points</p> <p>Outside Gauteng Province = 0 points</p> <p>(a) certified copy of the founding documentation of the company with which the ownership is listed</p> <p>(b) Proof of residence under the name of the tenderer</p> <p>(c) Latest Central Supplier Database (CSD) report with supplier address</p>			
<p><b>Maximum points</b></p>	<p align="center">10</p>				

*AM*

*[Handwritten signature]*

*[Handwritten signature]*

*NM*

**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

- Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- The Fund 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 Fund.

**9. RULES OF BIDDING / SPECIAL CONDITIONS CONTRACT**

- a) The resources will be evaluated at the on-boarding phase. The Fund reserves the right to accept or reject the resource and the Service Provider is to replace the resource that has been rejected with a competent resource as per the Fund's requirement.
- b) Upon finalisation of the contract, the Fund will indicate the required resources which must be on-boarded within 4 weeks.
- c) The bid validity period is 120 calendar days starting from the closing date of the bid advertisement and any bidder not responding to extension of validity will be disqualified.
- d) The Fund will enter into a single contract with a single company for the delivery of the work set out in these terms of reference. It will be expected that the contracted company have necessary expertise or secure such expertise by means of subcontracting, or under a joint venture arrangement.
- e) Documents from subcontractors will not be considered for evaluation purposes.
- f) The service provider will be required to sign a non-disclosure agreement with the Fund.
- g) The information of the Fund must be treated with confidentiality.
- h) Compliance pin issued by SARS must be submitted by all South African companies submitting bids as part of a consortium or joint venture.
- i) Foreign company providing proposals must become familiar with local conditions and laws, and take them into account in preparing their proposals.
- j) Bids must be submitted in South African Rands, on a fixed price basis.
- k) The cost of preparing bids and of negotiating the contract will not be reimbursed.
- l) The Fund is not bound to accept any of the bids submitted.
- m) The Fund reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference.

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**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

- n) The Fund reserves the right to call interviews with short-listed bidders before final selection.
- o) The Fund reserves the right to negotiate price with the preferred bidder.
- p) Company may ask for clarification on these terms of reference up to close of business 7 days before the deadline for the submission of bids. Any request for clarification must be submitted in writing by email and will be replied to in writing by email. [scmenquiries@labour.gov.za](mailto:scmenquiries@labour.gov.za)
- q) The Fund reserves the right to return late bid submissions unopened.
- r) The Fund reserves the right not to evaluate bids that are not submitted in the format specified in these terms of reference. Failure to submit the bids in the specified format will invalidate your bid.
- s) A company may not contact the Fund or any member of the bid committees, on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any matter, may result in rejection of the bid concerned.
- t) The deadline for submission of bids is 11h00 on 26 April 2024
- u) The required service must commence one week after the official order has been placed and contract signed.
- v) No incomplete tenders, late tenders and tenders received telegraphically or per facsimile shall be accepted.
- w) The personnel of the civil company shall adhere to security regulations of the Fund. This entails issues like locking all valuables and computer equipment, remove of any computer equipment from the Department's premises.
- x) A two-envelope system must be used, with one envelope containing only the price proposal and the other envelope containing the technical proposal, and all other tender documents.
- y) Bids must be hand-delivered to:

**Compensation Fund  
167 Thabo Sehume street,  
Delta Heights Building,  
Pretoria CBD,  
0002**

*ds*

*SB*

*CS*

*MMA*

**PROVISIONING OF PROFESSIONAL ICT RESOURCES FOR SUPPORT AND MAINTENANCE OF THE EXISTING AND NEW SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**z) Bids must be clearly marked:**

- a. Bid Number
- b. Provisioning of professional ICT resources for support and maintenance of the existing and new systems at the Compensation Fund for a period of thirty-six (36) months
- c. Compensation Fund Chief Directorate Supply Chain Management
- d. Attention: Acquisition Management

**10. GENERAL CONDITIONS OF CONTRACT**

The general conditions of contract as enclosed in the standard bidding documents apply.

**11. BRIEFING SESSION**

**A non-compulsory briefing session will be held on 15 April 2024**

**Compensation Fund**

**167 Thabo Sehume,**

**Delta Heights Building,**

**Pretoria CBD,**

**0002**

**12. ENQUIRIES**

[scmenquiries@labour.gov.za](mailto:scmenquiries@labour.gov.za)

*dl.*      *SB*      *PL*      *MM*

SBD 3.3

**PRICING SCHEDULE  
(Professional Services)**

NAME OF BIDDER: .....	BID NO: TCF01:2024/25
CLOSING TIME <b>11:00am</b>	CLOSING DATE: <b>26 April 2024</b>

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

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

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    DAILY RATE		
-----	R-----	-----
--            -----		
-----	R-----	-----
--            -----		
-----	R-----	-----
--            -----		
-----	R-----	-----
--            -----		

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

-----	R-----	-----
----days		
-----	R-----	-----
----days		
-----	R-----	-----
----days		
-----	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

**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

**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 –

SCM.enquiries@labour.gov.za

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

<sup>2</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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis:

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of Women owned enterprises		8		
Promotion of enterprises owned by people with disability		1		
Promotion of enterprises owned by youth		6		
Promotion of local enterprises		5		
<b>Total</b>		<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender,

qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

## GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

### NOTES

**The purpose of this document is to:**

- (i) Draw special attention to certain general conditions applicable to government 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 government.**

**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
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

1. **Definitions** 1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government 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 official written order issued for the supply of goods or 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 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 Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X 85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.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 security**

- 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:

- (a) 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
- (b) 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 organization acting on behalf of the Department.

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 are 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 authority 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 8 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 and 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 those 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 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10 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**

- 5.1 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 supplier's 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 a local authority.
- 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 a 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 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.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
  - (ii) The date of commencement of the restriction
  - (iii) The period of restriction; and
  - (iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **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
- (a) The purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

## **29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that 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 the Department 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.

## **33. National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

## **34. Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association

of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.