

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CSOS005-2021	CLOSING DATE:	16	CLOSING TIME:	12:00PM
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF A RECORDS MANAGEMENT SOLUTION AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Unit 4, Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Jabulile Sithole	CONTACT PERSON	Mawande Jadezweni		
TELEPHONE NUMBER	(010) 593 0533/ 066 302 5937	TELEPHONE NUMBER	(010) 593 0533/ 066 305 8300		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	tenders@csos.org.za	E-MAIL ADDRESS	mawande.jadezweni@csos.org.za		
SUPPLIER INFORMATION					
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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
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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

1. BID SUBMISSION:
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 FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
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 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:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no	Company/Close Corp. registered no	
Income Tax ref no	PAYE ref no	7
VAT registration no	SDL ref no	L
Customs code	UIF ref no	U
Telephone no	Fax no	
E-mail address		
Physical address		
Postal address		

Particulars of representative (Public Officer/Trustee/Partner)

Surname		
First names		
ID/Passport no	Income Tax ref no	
Telephone no	Fax no	
E-mail address		
Physical address		

Tender number	
Estimated Tender amount	R ,
Expected duration of the tender	year(s)
Particulars of the 3 largest contracts previously awarded	
Date started	Date finalised

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES	NO
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I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

C

C

Y

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D

D

Date

Name of applicant/
Public Officer

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF A RECORDS MANAGEMENT SOLUTION AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS

1. TERMS AND CONDITIONS

This Request for Proposal (RFP) has been compiled by the CSOS and is made available to Bidders subject to the following terms and conditions, which Bidders are deemed to acknowledge and accept:

- 1.1. A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of hundred and twenty (120) Days from the date of submission to the CSOS.
- 1.2. Unless or until a binding contract is concluded between the CSOS and the successful Bidder, the offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder.
- 1.3. The CSOS reserves the right to amend, modify, withdraw or terminate this RFP or any of the requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any Bidder or person.
- 1.4. Should this RFP be amended, the CSOS undertakes to publicize or send each Bidder in writing the amended RFP. No oral amendments by the Bidder or the CSOS shall be considered.
- 1.5. It is compulsory for a Bidder submitting a bid to be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that it remains registered for the duration of the services and/or contract, if successful.
- 1.6. The Bidder needs to ensure that it is tax compliant at the time of submitting its Bid and remains tax compliant for the duration of the contract and/or services, if successful, and undertakes to provide supporting documentation issued by the South African Revenue Services ("SARS") confirming it is tax compliant upon request by the CSOS.
- 1.7. The CSOS reserves the right to conduct site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its response to this Bid.

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- 1.8. This RFP is not intended to form the basis of a decision to enter into any transaction with the CSOS and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
- 1.9. Neither the CSOS or any of its respective directors, officers, employees, agents, representatives or advisors will assume any responsibility for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to this RFP.
- 1.10. No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the CSOS, result in disqualification of the relevant entity.
- 1.11. Any material changes in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall be brought to the attention of the CSOS Supply Chain Management ("SCM") Section in writing. The CSOS shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any Bidder and may in its sole discretion disqualify the Bidder from any further participation in the bid process.
- 1.12. Any requirement set out in this RFP which stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of the CSOS, and unless the contrary is expressed, may be waived by the CSOS in its sole discretion at any stage in the bid process.
- 1.13. All Bids submitted to CSOS shall become the property of the CSOS and will not be returned to the Bidders. The CSOS will make all reasonable efforts to maintain information contained in proposals in confidence.
- 1.14. The CSOS and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.15. A Bid submitted by the Bidder shall be considered non-responsive if it shows any omissions or non-compliance with pre-qualification and/or other established evaluation criteria. However, the CSOS reserves the right to waive any non-compliance with any aspect of non-responsiveness and to make an award in the best interest of the organization, provided that such waiver is applied consistently across all Bidders.

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- 1.16. The CSOS reserves the right to accept or reject in part or whole any Bid submitted, and to waive any technicalities if this is in the best interest of the organization.
- 1.17. The CSOS reserves the right to require a Bidder to provide a formal presentation of its Bid at a date and time to be determined by the CSOS. The CSOS shall provide adequate instructions and clarification regarding the purpose and scope of the presentation. All expenses in this regard, shall be borne by the Bidder.
- 1.18. In this RFP, the words “service provider”, “supplier” will be used interchangeably to refer to the Bidder.
- 1.19. All costs associated with the preparation and submission of the Bid remain the responsibility of the Bidder. The costs shall not be chargeable to the CSOS by the successful or unsuccessful Bidder.
- 1.20. All Bids must be formulated and submitted in accordance with the requirements of this RFP, General Conditions of Contract and any other applicable SCM frameworks in the public sector.
- 1.21. Bids received after the closing date and time as specified in this RFP shall be rejected.
- 1.22. The CSOS is not obliged to appoint a bidder with the lowest price, if, based on its sole discretion and assessment, the said bidder does not exhibit or demonstrate adequate capacity or full comprehension of the scope of work to be undertaken. In this regard, CSOS may appoint the second ranked bidder provided that the reasons for such deviation are properly justified and accurately recorded.
- 1.23. The successful service provider must subcontract a minimum of 30% of the value of the contract to a QSE or EME which is at least 51% owned by black people or women and/or youth from historically disadvantaged communities.

2. INTRODUCTION

The Community Schemes Ombud (CSOS) Service is established in terms of the Community Scheme Ombud Service Act, 2011 [Act 9 of 2011] to regulate the conduct of parties within community schemes and to ensure their good governance. In order to deliver on its mandate, key amongst the priorities of the organisation is:

- To establish a world-class dispute resolution service within community schemes characterised by organisational excellence and a conducive organisational culture.

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- To promote good governance of community schemes by developing and implementing appropriate guidelines to enhance stability and harmonious relations amongst the parties.
- To roll-out massive educational campaigns to educate and train stakeholders within community schemes and the public at large.
- To enhance community schemes tenure as alternative tenure option; and
- To develop and implement appropriate organisational systems, controls and measures to enhance financial, economic and organisational efficiency.

The CSOS is the custodian to all governance documentation related to community schemes and these documents need to be collated from different entities and organisations to form a governance documentation repository for the CSOS. This information is critical in the execution of governance of Community Schemes.

The CSOS wishes to appoint a reputable and suitably qualified service provider to collate and store all documentation (hard copy or digital format) related to schemes and provide a solution to access scheme information in an electronic format.

3. PROJECT BACKGROUND

The CSOS currently has its Head Office situated in Pretoria, with three (3) regional offices in Pretoria, Durban, and Cape Town. The organisation has projected a growth of additional regional and satellite offices in the next three years based on its stakeholders' needs and operational accessibility.

The three operational offices are:

- Pretoria (Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion)
- Durban (7th Floor Aquasky Towers, 275 Anton Lembede Street, Durban); and
- Cape Town (8th Floor Constitution House, 124 Adderley Street, Cape Town).

The CSOS' core mandate is to regulate community schemes which entails assuming the oversight of compliance within schemes by registering all community schemes and reviewing their governance documentation, as well as provide a fast and reliable Alternate Dispute Resolution (ADR) mechanism for any and all disputes arising within community schemes.

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Further, our mandate is to ensure sound governance within community schemes by providing training and awareness to all identified stakeholders within this universe.

Section 4(1)(d) of the Community Schemes Ombud Service Act 9 of 2011 require the CSOS to: *" take custody of, preserve and provide public access electronically or by other means to sectional title scheme governance documentation and such other scheme governance documents as may be determined by the Minister by notice in the Gazette"*. Scheme governance documentation refers to any rules, regulations, articles, constitution, terms, conditions or other provisions that control the administration or occupation of private areas and common areas in a community scheme. In this regard the CSOS is required to collate governance documents from different legislated entities and organisations to form a governance documentation repository of records. This information is critical in the execution of the CSOS legislative mandate.

3.1. PROBLEM STATEMENT

Processes and systems must be in place to allow for the CSOS to deliver on its mandate. Access to information is critical in ensuring that CSOS executes its mandate as the governance of community schemes is dependent on its governance documentation which currently resides with multiple organisations.

The CSOS core operations are currently being operated through mainly manual unintegrated platforms. As the organization continues to grow, so does the burden placed upon the various core business units to effectively manage the business at acceptable levels and deliver on key operational outcomes to realize the CSOS Impact as stated in the Strategic Plan.

The CSOS currently does not have an electronic system that is capable of collating, storing and retrieving scheme governance documentation to enable it to fully discharge its duties as stipulated in its founding legislation. Accordingly, the organisation wishes to **procure a fully operational records management system and off-site storage service** to fulfil this requirement.

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4. CSOS ICT ENVIRONMENT OVERVIEW

- 4.1. There are currently three (3) CSOS offices each with an internal server room (Datacentre) with all applications hosted internally at the Head Office Datacentre.
- 4.2. The three (3) offices are connected via a hosted MPLS VPN with a central breakout protected by a dedicated firewall.
- 4.3. The Head Office is the only office with a redundant line.
- 4.4. The CSOS messaging platform is hosted on the Microsoft Office 365 Platform and is currently running on the Exchange Online Plan 1 with Office 365 Business premium.
- 4.5. The current productivity software suite is licensed via a Microsoft Open Value Subscription agreement (Enterprise) which includes SQL Enterprise (The SQL Server is hosted internally).
- 4.6. The entire CSOS network operates on a Microsoft operating system network.
- 4.7. All internal servers are HP servers and are hosted in the CSOS server rooms.
- 4.8. There are three Hyper-V hosts at the Head Office with 10 Virtual Servers and three other physical servers (See server breakdown below).
- 4.9. There are domain controllers at the Cape Town and Durban offices replicating with the Head Office Domain Controller.
- 4.10. The internal server footprint is minimal and manages the internal Active Directory network.
- 4.11. Figure 1 below depicts the high-level ICT Infrastructure.

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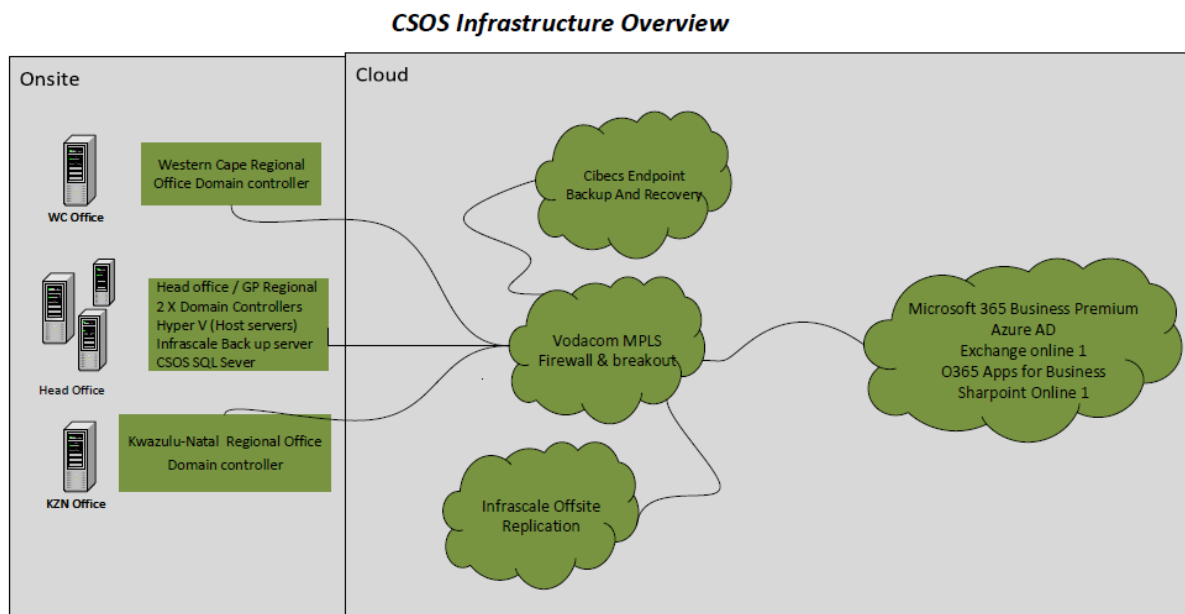


Figure 1

4.12. SERVER AND STORAGE BREAKDOWN

Table 1 below gives the current server breakdown:

<u>OFFICE</u>	<u>SERVER/STORAGE</u>	<u>Make/ Model</u>	<u>ROLE</u>	<u>Additional Info</u>
HEAD OFFICE	CSOSHOSTSRV1	HPE ProLiant DL380 Gen9	Hyper-V Host	10 VM's utilising 4,5TB amount of storage space
	CSOSHOSTSRV2	HPE ProLiant DL380 Gen9	Hyper-V Host	
	CSOSHOSTSRV3	HPE ProLiant DL380p Gen8	Hyper-V Host	
	CSOSDC01	HPE ProLiant DL60 Gen9	Domain Controller	
	HP	HP MSA 1040	SAN STORAGE	10.8 TB STORAGE CAPACITY

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	CSOSSECURITY	Supermicro 1U Server	Primary Backup Server	
DURBAN	CSOSDBN-SRV	HPE ProLiant DL380 Gen9	Domain Controller and File Server	
CAPE TOWN	CSOSCPT-SRV	HPE ProLiant DL380 Gen9	Domain Controller and File Server	

Table 1: Server Breakdown

4.13. CURRENT BUSINESS APPLICATIONS (ON-PREM)

<u>LOCATION</u>	<u>APPLICATION</u>	<u>NO. USERS</u>	<u>APP UI</u>	<u>ROLE</u>
Head Office	Sage Evolution 7.20.2.000	66	Client Server	❖ Finance ❖ Supply Chain Management
	CaseWare	3	Client Server	❖ Financials
	Sage HR Premier	7	Client Server	❖ Human Resource Management
	Sage Employee Self Service	All CSOS users	Web Based	❖ Leave Management
	Sage VIP	5	Client Server	❖ Payroll
	Teammate and ACL	5	Client Server	❖ Audit and Audit Analytics
	ESET Security Management Center	All CSOS users	Client Server	❖ Anti-Virus Security Management
	Uniflow	All CSOS users	Client Server	❖ Print Management

Table 2: Current Business Applications

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The table below depicts the number of employees per office:

<u>OFFICE</u>	<u>TOTAL NUMBER OF USERS</u>
Pretoria	97
Interns	23
Cape Town and PE	17
Durban and Bloemfontein	18

Table 3: Number of Employee per office

5. PROJECT PURPOSE

The purpose of this Request for Proposal (RFP) is to appoint a suitably qualified service provider to provide a records management solution for a period of 5 years to enable the CSOS to manage and maintain all hardcopy record documentation pertaining to community schemes with the necessary conversion from hard copy into an electronic record management system.

The CSOS requires a suitably qualified and experienced service provider that will be able to provide an Electronic Document and Records Management System for the CSOS. The required Electronic Document and Records Management System must comply with the National Archives and Records Services Act (Act 43 of 1996, as amended).

6. SCOPE OF WORK

- 6.1. The scope of **services** includes the following:
 - 6.1.1. Collect and catalogue all scheme documentation held at 11 regional Deed's offices located across South Africa as well as from the CSOS database.
 - 6.1.2. Capture required scheme related data fields (max 10 fields) into a single database for analysis purposes (for records not already captured electronically)
 - 6.1.3. File indexing of all files retrieved from the deed's office and packaging into boxes.
 - 6.1.4. Annual collection of files from the Deeds and CSOS offices to a secure off-site storage facility and storage for a period of 60 months.

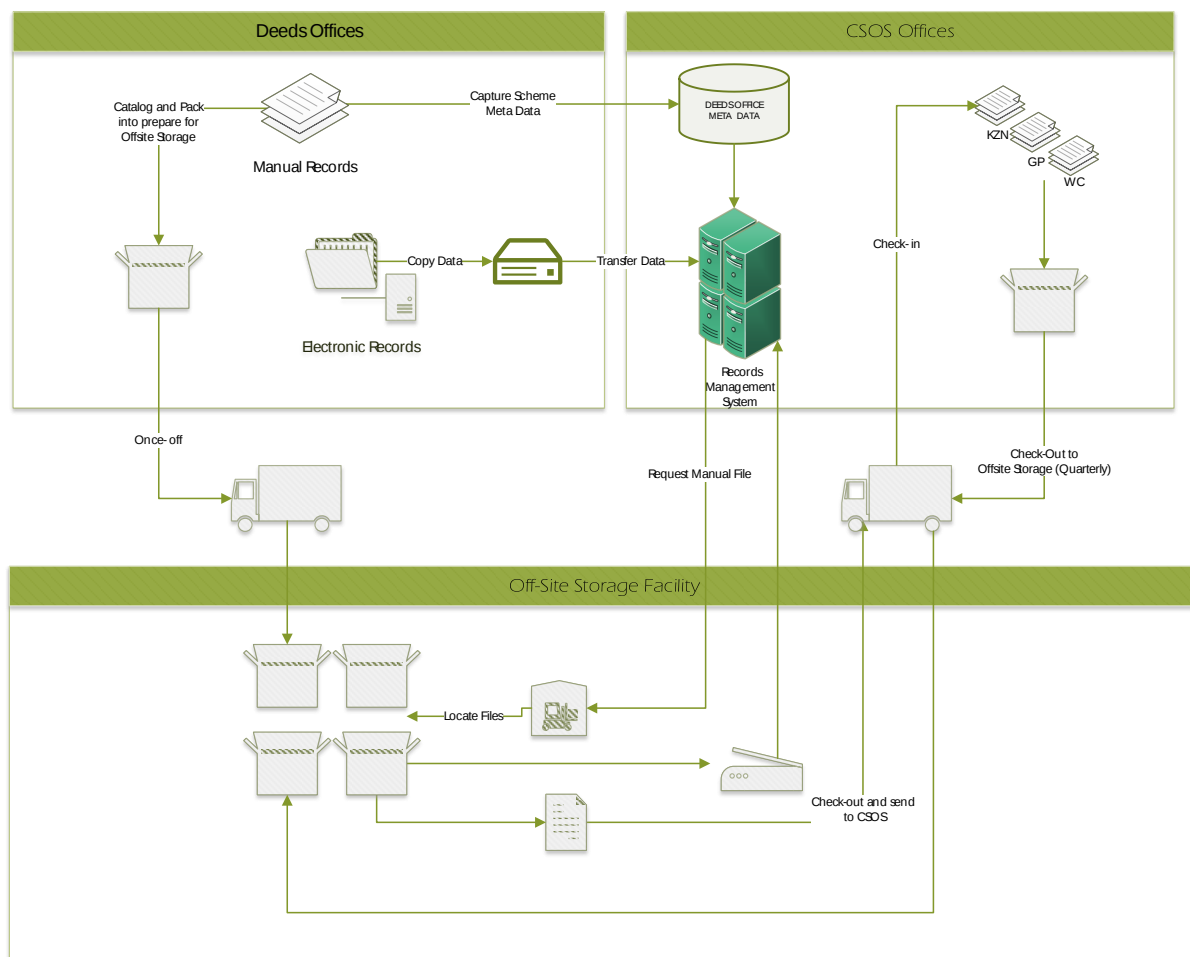
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- 6.1.5. Once-off Transportation of files from CSOS offices to a secure off-site storage facility and storage for a period of 60 months.
- 6.1.6. On demand, indexing and storage of files from CSOS offices.
- 6.1.7. On demand retrieval, delivery and collection of required files to and from all CSOS offices.
- 6.1.8. On demand retrieval and scanning of required files.
- 6.1.9. Bulk copy of all electronic scheme documents held at the Deeds Offices.
- 6.1.10. Supply and implementation of a records management system inclusive of all necessary infrastructure to enable the secure storage of all electronic scheme data and documentation and enable easy retrieval of all files stored in the off-site document storage facility.
- 6.1.11. Maintenance and support of the Records Management system.

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7. MINIMUM SOLUTION REQUIREMENTS

The solution requirements are illustrated in the diagram below:



7.1. Deeds Office Records

- 7.1.1. The Service provider will be required to physically collect all scheme related records located in the Deeds offices across South Africa. The collection will be done once off to collect all historical records and thereafter annually to collect all new matters.
- 7.1.2. All scheme documents at the Deeds offices must be grouped in a file per scheme and packed into boxes for transportation to the off-site storage facility.
- 7.1.3. All files and boxes must be indexed and assigned a unique barcode to enable easy identification and retrieval.

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- 7.1.4. The bidder will be required to copy all electronic records pertaining to schemes that are currently in the possession of the Deeds Office onto an external storage device. The electronic records will be transferred to a records management solution that will be provided by the service provider.
- 7.1.5. The estimated number of electronic and hard-copy files are listed in the table below:

OFFICE	ELECTRONIC LIST	HARD COPY LIST ESTIMATE
Pretoria	26 651	35 949
Johannesburg	8646	7455
Bloemfontein	6279	1298
Pietermaritzburg	17 650	1224
Kimberley	111	370
Vryburg	53	53
King Williams Town	5179	4606
Cape Town	12 929	21 471
Mthatha	32	11
Mpumalanga	1962	1571
Limpopo	1812	1780
Total	81 304	75 788

Table 4: Estimated number of schemes per deeds office

- 7.1.6. The bidder will be required to perform a due diligence over the electronic data copied from the Deed offices to ensure that all required data has been successfully copied and that no data is corrupt or missing.
- 7.1.7. The bidder must perform a data matching exercise between the electronic data and the manual data to determine which sectional title schemes are not included in the electronic data set.

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- 7.1.8. For the sectional title schemes that are not included in the electronic data set, the service provider will be required to capture scheme related data fields to a relational SQL database. The minimum required fields include:
- 7.1.8.1. Scheme Name
 - 7.1.8.2. SS Number
 - 7.1.8.3. Scheme Year
 - 7.1.8.4. Local Authority Name
 - 7.1.8.5. Province
 - 7.1.8.6. Town Name
 - 7.1.8.7. ERF Portion
 - 7.1.8.8. First Unit Number
 - 7.1.8.9. Last Unit Number
 - 7.1.8.10. Number of Units
- 7.1.9. All data captured must undergo a quality assurance process to ensure 100% data accuracy. The service provider will be required to physically verify and correct any errors and any omissions picked up by the CSOS within 6 months from the date of handover of the data to the CSOS, at no extra cost to CSOS.
- 7.1.10. Capturing of data off the files must be conducted at the Service Provider premises or deeds offices and stored on the records management system.
- 7.1.11. The Service Provider will be responsible for all travel and subsistence costs related to the take on of the Deeds office documents and data capturing.
- 7.1.12. The service provider must provide all required personnel and tools of trade required to perform the service.
- 7.1.13. The data take-on from deeds will be managed as a project and will be done in a phased approach targeting specific deeds offices. Before commencements of the deed's office take-on, a scoping exercise will be undertaken and service provide

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will provide a quotation for the agreed scope of work. All rates will be aligned to the pricing provided in the pricing schedules of this bid.

7.2. CSOS Offices

- 7.2.1. The service provider will be required to physically collect all documents from all CSOS offices located in Gauteng, Western Cape and Kwa-Zulu Natal to be stored in a secure off-site document storage facility. This will be done in a once-off manner and thereafter on an “*on-demand*” basis.
- 7.2.2. The Service Provider will also be required to collect and take-on all documents in possession of the current off-site storage service provider(Storage King) which currently holds 193 boxes stored at this facility.
- 7.2.3. The CSOS business units will index and pack all files into boxes provided by the service provider.

7.2.4. Records Management system

- 7.2.4.1. The Service Provider must provide a records management system that will enable the CSOS to perform the following:
 - 7.2.4.1.1. Securely store and retrieve all electronic records obtained from the Deeds office.
 - 7.2.4.1.2. The system must be able to integrate with Deed’s office registry system utilising a SOAP API to retrieve electronic scheme documents.
 - 7.2.4.1.3. View the full catalogue of hardcopy files stored at the off-site storage facility.
 - 7.2.4.1.4. Allow designated users to capture additional new files per CSOS business unit. The business units to be included are as follows:
 - a. Governance, Compliance and Enforcement
 - b. Disputes (per regional office)

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c. Supply chain management

d. Finance

7.2.4.1.5. Request for the collection of new files for transportation from the CSOS offices

7.2.4.1.6. Allow users to easily search and locate required files.

7.2.4.1.7. Allow users to log a request for a file to be physically delivered to a CSOS office either on a next business day or same day basis.

7.2.4.1.8. Allow for the users to log a request for file to be retrieved and scanned. The scanned documents must be uploaded to the records management system and must be able to be downloaded into a pdf format. All scanned files must be stored on the system to eliminate duplicate requests to scan the same file.

7.2.4.1.9. Provide for file management and tracking of the location of the file. The service provider must ensure that a file location is up to date at all times.

7.2.4.1.10. The file registry must provide for an application programmable interface to enable integration with the CSOS business automation platform. (future requirement)

7.2.4.1.11. The system must have a full audit trail of user activity.

7.2.4.1.12. The system must produce reports to be used for operational purposes and allow CSOS to monitor the service providers SLA performance.

7.2.4.2. The solution must be hosted on the CSOS premises under the ownership of CSOS even after the conclusion of the contract.

7.2.4.3. The service provider must provide the necessary ICT server and storage infrastructure and licenses required for the solution to operate and perform well.

7.2.4.4. The service provider must make provision for at least 4 terabytes of storage that will be mounted on separate storage infrastructure.

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- 7.2.4.5. The provisioned infrastructure must be able to cater for separate environments for development, quality assurance and production.
- 7.2.4.6. All hardware provided must be compatible with the existing or contemplated CSOS ICT environment. The service provider will be required to maintain all supplied equipment for the duration of the contract together with the CSOS ICT Manager.
- 7.2.4.7. All hardware must carry OEM or such other warranty as CSOS may deem adequate, and support for a 5-year period and procured in the name of CSOS.
- 7.2.4.8. All software licenses must include OEM maintenance and/or approved maintenance and support for a 5-year period which must be procured in the name of the CSOS.
- 7.2.4.9. The Service Provider must provide for 100 users to be able to access the system. Access to the system must be role based and strictly controlled via the CSOS IT help desk.
- 7.2.4.10. The Service Provider must provide user training on the system to all CSOS users.
- 7.2.4.11. The Solution must be delivered following a software development lifecycle of initiate, design, develop, test, implementation and post implementation support.
- 7.2.4.12. The minimum deliverables required to be produced in each stage must include:

SDLC Stage	Deliverable
Initiate	Project Charter Statement of work Project work breakdown structure
Design	Solution Architecture Business Requirements Specification (including process/workflow models) Infrastructure Design Specification Data Migration Specification Integration Specification
Develop	Technical Specification

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	Unit Testing Sign-off
Test	Test Plan Test cases Testing certificates User acceptance testing sign-off
Implementation	Training Manual Training attendance certificates Change control documentation
Post Implementation Support	Benefits realisation report Lessons learned documents. System enhancement specifications

Table 5: Minimum deliverables SDLC

7.2.4.13. The service provider must assign sufficient resources to the project, to enable the delivery of the solution within a 6-to-9-month period. The resources must include at a minimum:

- 7.2.4.13.1. Project Manager – minimum 8 years’ experience in ICT project management.
- 7.2.4.13.2. Business Analyst/ Solution Architect – minimum 5 years’ experience as a business analyst or solution architect.
- 7.2.4.13.3. Test Analyst - Minimum 5 years’ experience as a Test Analyst.
- 7.2.4.13.4. Developer Team – Minimum 5 years’ experience

7.2.4.14. Solution Maintenance and Support

7.2.4.14.1. In relation to this bid the Solution Maintenance and Support services refer to the provision of technical support services for the records management system including all integration services and ICT infrastructure services.

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7.2.4.14.2. Bidders are required to provide a fixed monthly cost for all the maintenance support services as listed below. In providing maintenance and support services, resource(s) assigned by the Service Provider will be required to work alongside the CSOS resources, other Service Providers and ensure that the CSOS change, and release management are followed, and all relevant approvals are obtained.

7.2.4.14.3. The provision of the Solution Maintenance & Support Services must be in line with the agreed service level standards as defined below and comprise of the following services and conditions:

- a) Problem & Incident Management Services - The Service Provider must provide Incident and Problem Management services that are required for:
 - i. Resolving incidents and problems within predefined timeframes as per the service levels.
 - ii. Break-fix services that are required for the restoration of services, in the event that software component of the solution malfunctions and requires to be repaired.
 - iii. Providing root cause analysis of all major incidents and problems in line with the CSOS's processes.
 - iv. Participating in the analysis of root causes (root cause analysis), when the solution or parts of the solution is unavailable, including the resolution thereof.
- b) Corrective, Adaptive, Perfective & Preventative Maintenance Services - The Service Provider must provide for Adaptive, Corrective, Perfective and Preventative maintenance and support services in order to ensure acceptable levels of solution uptime, introduction of new CSOS products and product features. All Adaptive, Corrective Perfective and Preventative maintenance must form part of the monthly maintenance and support cost but

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be managed and delivered through the change management process.

- c) Adaptive maintenance: modification of the solution performed after delivery keep the solution functioning at an optimal level in a changed or changing environment and also taking advantage of technology advances that maybe introduced by the OEM during the course of the contract.
- d) Corrective maintenance: modification of the solution to detect and correct latent faults in the software product before they result in functionality defects.
- e) Perfective Maintenance: adapting existing code to suite a new functionality of business opportunity.
- f) Preventative Maintenance: proactive implementation of routine maintenance measure to lessen the likely of solution downtime.

7.2.4.14.4. Service Delivery Management Services – Which amongst other includes:

- a) Establishment of a clear service management governance structure.
- b) Attendance of monthly service review meetings and respond to all service queries in order to resolve service delivery issues.
- c) Ensure consistent adherence to all the Service Level Agreement provisions.

7.2.4.14.5. Solution/Application Performance Monitoring - The service provider must provide application performance monitoring services that are required for:

- a) Proactive end-to-end application performance monitoring services.

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- b) Identify and recommend solutions for factors causing application performance degradation.

7.2.4.14.6. Software Updates, Patching and License Management - The Service Provider must provide Software update services that is required for the:

- a) Testing and Implementation of all software patches required to maintain optimal functioning, performance and security of the solution.
- b) Testing and Implementation of software version upgrades which must be agreed between the parties.
- c) Implementation and testing of the software following platform upgrades.
- d) Implementation of patches and software upgrades must be approved by the CSOS via its change control process.
- e) Monitor and ensure that the CSOS stays with its contracted license utilization limits.

7.2.4.14.7. Disaster Recovery, Back-Up & Restoration Services - The Service Provider must take primary responsibility for all back-up and restoration processes of the solution (incl. disaster recovery). This includes database administration and capacity management.

7.2.4.14.8. Application Security - The Service Provider must ensure that the security of the solution complies with the CSOS's security policies, procedures and processes.

7.2.4.14.9. Solution Document Upkeep - The Service Provider must ensure the continuous updating of documentation as a result of changes or enhancements made to the solution. All documents are required to be updated prior to the implementation of the changed or enhanced solution, in production. Any updates to the documents will only be accepted once approved by the CSOS and all approved documents must be stored in the

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CSOS document repository. Any exception to the above must be approved by the CSOS.

7.2.4.14.10. Contract Transitioning-Out services, which will be implemented for a period of one (1) month before the end of the contract termination date and includes, amongst others, the following:

- a) Providing transitioning-out services at the end of the contract period (i.e., handover to a new service provider).
- b) Providing a detailed plan (including roles and responsibilities of the bidder, the CSOS and the new service provider) with timeframes on how transitioning-out services will be provided.
- c) Ensuring that during the transitioning-out period all tasks are implemented in line with the agreed plan between the CSOS and the bidder.
- d) Ensuring that no services are disrupted during the transitioning-out period.
- e) Working alongside the CSOS and/or the incoming Service Provider during this period to ensure a smooth transition of services and business continuity.

7.2.4.14.11. The Solution Maintenance & Supports Services portion of the contract will be managed using the following minimum service standards, which will be translated into a Service Level Agreement (SLA) during the contracting phase of this procurement.

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
Problem & Incident Management	Solution Availability	n/a	n/a	98% availability per month	10% of monthly Maintenance and Support costs
	The resolution of End user calls	1 hour	• Critical: (4) Hrs • High: (8) Hrs • Medium: (16) Hrs • Low: (24) Hrs	95% of calls will be responded on within 1 Hour. 95% of calls to be resolved based on the allocated priority.	10% of monthly Maintenance and Support costs
	Resolution of Pending Calls	n/a	n/a	Pending calls do not exceed 10% of	5% of monthly Maintenance and

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
				weekly call volume. Pending calls to be closed within 40 hours if the user is not responding with relevant information	Support costs
	Quarterly Reports of all users who have access and have been deactivated on all systems being supported including System Administrators per system.	n/a	n/a	Monthly Reports of Users per system by the 5th of the month	5% of monthly Maintenance and Support costs
	Root Cause Findings - Resolutions Tasks	n/a	as per agreed timelines	100% of all Root Cause	10% of monthly Maintenance

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
	Implementation (for related tasks)			Analysis recommendations implemented within the approved timeframes.	nce and Support costs
	Root Cause Analysis Report - Report Contribution (if jointly responsible for resolution implementation with another component)	n/a	as per agreed timelines	100% of all Root Cause Analysis reports provided within 3 days of major incident and/or problem resolution.	10% of monthly Maintenance and Support costs.
	Quality of support services	n/a	n/a	95% of all incidents / service requests	10% of monthly Maintenance and

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION		Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
					resolved per month that are not re-opened after resolution.	Support costs
Corrective Maintenance (Break -fix services)	Severity Level 1 (Critical): (work around DOES NOT exist) Service Measure: 1. Mean Time to Resolve (MTTR) 2. This will constitute an	Defect /Critical Error/bug	1 hour	8 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 8 man hours (Permanent Fixes only)	10% of monthly Maintenance and Support costs
		Data Fix	1 hour	8 hours (after-hours included)	95% of all corrective maintenance calls received for the	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION		Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
	emergency change				month	
	3. A temporary work around may be found to bring the system up				ed within 8 man hours (Permanent Fixes only)	
	4. Permanent fixed to be in the next release					
	Severity Level 2 (High): (work around DOES exist) Service Measure:	High Severity Defect /Error	1 hour	16 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 16-man hours	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION		Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
	1. Mean time to resolve (MTTR)				(Permanent Fixes only)	
	2. Permanent Fix to be in next scheduled Release	Data Fix	1 hour	16 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 16-man hours (Permanent Fixes only)	10% of monthly Maintenance and Support costs
	Severity Level 3 (Medium): (does not stop service delivery and	Medium Severity Defect /Error	1 hour	24 hours (business hours)	95% of all medium corrective maintenance calls received for the	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION		Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
	the processing of transactions but might be creating unintended results / work / additional processes)				month implement ed within 24 working hours (Permane nt fixes only)	
	Service Measure: Mean time to resolve (MTTR)	Data Fix	1 hour	24 hours (business hours)	95% of all medium corrective maintenance calls received for the month implement ed within 24 working hours (Permane nt fixes only)	10% of monthly Maintenance and Support costs
Adaptive Maintenance	Classified as Minor	Request for	8 hours	16 hours	100% of RFS's issued.	10% of monthly Maintena

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION		Mean Time To Respon d (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
	Enhanceme nts	Service (RFS)				nce and Support costs
	Inclusive of: 1. Business Processes or legislation changes 2. Functionality Modification s 3. Cosmetic Changes & Configuratio n of Reports that do not require changes to the front end or database	Develop ment	n/a	As per timelines stipulate d in the approved RFS.	100% of all RFS's developed as per timelines stipulated in the approved RFS.	10% of monthly Maintena nce and Support costs
		Testing	n/a	As per timelines stipulate d in the approved release into the Testing environm ent.	100% of all RFS's tested as per approved testing timelines. 90% successful testing results (10% to be resolved	10% of monthly Maintena nce and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION		Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
					as part of rework, if any).	
		Production	n/a	As per timelines stipulated in the approved release into the Production environment.	100% of all RFS's implemented as per approved production implementation timelines, staging and pilot sign off. Not more than 1 instance recurrence of an incident in production. No more than 10%	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION		Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
					of RFS's deployed into staging environment to be returned for development.	
Perfective Maintenance	Classified as Major Enhancements	Statement of Work (SOW)	16 hours	40 hours	100% of SOW's issued.	10% of monthly Maintenance and Support costs
	Inclusive of: 1. New Business Processes, legislation and reports that require customization	Development	n/a	As per timelines stipulated in the approved SOW.	100% of all Major Enhancements developed as per timelines stipulated in the	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION		Mean Time To Respon d (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
	on and changes to the Front end and the database.				approved SOW.	
	2. New Functionality MTTRespond: 2 Business Days MTTQuote: 5 Business Day	Testing and quality assurance for all maintenance done on applications	n/a	As per timelines stipulated in the approved release into the Testing environment.	100% of all Major Enhancements tested as per approved testing timelines. 95% successful testing results (5% to be resolved as part of rework, if any).	10% of monthly Maintenance and Support costs
		Production	n/a	As per timelines stipulated in the	100% of all Major Enhancements	10% of monthly Maintenance and

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION		Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
				approved release into the Production environment.	implemented as per approved production implementation timelines, staging and pilot sign off. Not more than 1 instance recurring of an incident in production. 100% Compliance to Project Schedule and Plan	Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION		Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
Preventative Maintenance	Implementation of identifies preventive measures to avoid solution downtime or major incidents		n/a	n/a	100% Implementation of all identified preventive measures	10% of monthly Maintenance and Support costs
Report Development & Enhancement Services	Development of new reports and/or Enhancement of existing reports that requires only solution configuration. MTTRespond: 2 Business Days	Approved SOW	n/a	40 business hours	100% of RFS's issued.	10% of monthly Maintenance and Support costs
		Configuration	n/a	As per agreed timelines	100% of RFS's issued.	
		Testing and quality assurance	n/a	As per agreed timelines	100% of RFS's issued.	
		Production	n/a	As per agreed timelines	100% of RFS's issued.	

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
	MTTQuote (Time only): 5 Business Days				
Service Delivery Management Services	Attendance of Monthly service Management review meetings and response to service performance reports	n/a	Respond to Service Performance Reports with 40 working hours after the Service Review Meeting	100% attendance of service review meetings	10% of monthly Maintenance and Support costs
Solution/Application Performance Monitoring	Performance Monitoring & Reporting	n/a	n/a	Up to 7 seconds per screen transition (Report due on the	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
				10 th of the month)	
Software Updates, Patching & License Management	Implement and maintain approved versions of DBMS software.	n/a	Monthly report detailing software in production	100% compliance to approved software version	5% of monthly Maintenance and Support costs
	Participation in all platform upgrade	2 hours	As per agreed timelines	100% participation	10% of monthly Maintenance and Support resourcing costs
	Solution license Upkeep Service	n/a	n/a	Alert the CSOS when license utilisation reaches 85%	5% of monthly maintenance and support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
	Release Management (Incl. Roll back management)	n/a	n/a	100% of releases approved in line with the CSOS's change and release process.	10% of monthly Maintenance and Support costs
Disaster Recovery, Back -ups and Restoration	100% Participation in Disaster Recovery (DR) activities	1 hour	In line with CSOS's DR policy	100% of services restored, with solution fully functional.	10% of monthly Maintenance and Support resourcing costs
	Ensure Performing Backups as per the CSOS backup policy and schedule by 3 rd party vendor.		At least 6 back-up restorations and testing per annum.	98% of backups, as per mutually approved backup policy and schedule,	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
			Monthly reporting on backups done.	completed successfully. Reporting will be available on a monthly basis by 10 th of the month.	
	Database Administration function is responsible for keeping the enterprise databases and systems running. It also coordinates all dependent functions.	n/a	n/a	Monthly Report to include: a. Report on changes done on DB Table b. Log Files c. DBA Group and roles	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
				d. Respond to Audit Queries within 3 days e. Administrator Activities Monthly report on Data Changes to aid in Audit queries and Audit reporting	
	Storage Administration, Monitoring and reporting on disk space availability and usage.			Adequate disk space. Threshold = 75%	10% of monthly Maintenance and

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
				Capacity Usage reporting must be available on a monthly basis by the 10 st of the month.	Support costs
Application Security	adherence to the CSOS application security policies & procedures	n/a	n/a	100% adherence to the CSOS application security policies & procedures	10% of monthly Maintenance and Support costs
Solution Document Upkeep	Configuration Management Database (CMDB)- Update (e.g., Software Configuration)	n/a	2 Working days	100% CMDB updated within 2 working days of	10% of monthly Maintenance and Support

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
				every service that requires a CMDB update.	resourcing costs
	Solution Documentation Upkeep Service	n/a	n/a	95% of all documents provided within the predefined timeframes	5% of monthly maintenance and support costs
Contract Transitioning – OUT Services	Transitioning-Out services	n/a	Starting 1 month before the end of the contract termination date	100% of Transitioning-out services implemented in line with the approved plan.	100% of the Transitioning-Out services amount.

Table 6: Solution Maintenance and Support Service Standards

7.2.4.15. The service level standards quoted above are the generic standards used within the CSOS ICT management. It is understood that due to the nature of the product and services procured herein that not all these service components

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may be applicable, and such must be taken into consideration when costing the M&S services. The Bidder may provide a strategy/approach directly addressing each of the applicable service component or present in full, their own proven and successful M&S processes.

- 7.2.4.16. Upon termination of the contract, the Service Provider will be required to hand over the solution, including all documentation to enable the CSOS to maintain the solution itself.

7.3. Off-Site Storage Facility

- 7.3.1. The service provider must provide for a safe and secure off-site storage of CSOS documents at a suitable off-site storage facility.
- 7.3.2. All Deeds offices documents must be transported to and stored in an off-site storage facility located in Gauteng. All other CSOS documents can be stored in an off-site storage facility closest to the CSOS regional office.
- 7.3.3. The off-site storage facility must comply with the National Archives and Records Services Act (Act 43 of 1996, as amended). All facilities housing CSOS records must comply with NARSSA requirements.
- 7.3.4. The Service Provider shall be responsible for all records in its custody including documents that are in transit. Should any of the CSOS documents be damaged, lost or misplaced whilst in the service providers custody, the bidder will be required to reconstruct the file at its own cost.
- 7.3.5. The Service Provider shall against the receipt of written and/or electronically transmitted instruction from the Chief Ombud, destroy any of the files. The CSOS shall be solely responsible for the consequences of the destruction of files and shall likewise be solely responsible for determining the date upon which files are destroyed.
- 7.3.6. The bidder must include all transportation costs in its costing for the delivery and collection of files to and from the off-site storage facility. Transportation vehicles used by the service provider must be designed for the safe transportation of records.

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7.3.7. The retrieval services below apply to physical (original), fax (copy) and email (scan on demand) retrievals.

- a) Next Day Retrieval: (Shuttle): within 24 hours (Request before 16h30; delivery by 16h00)
- b) Same Day Retrieval (Express): within 4 hours (Request before 12h00; delivery by 16h00).

7.3.8. The collection service must be on and as when required basis.

7.3.9. The Service Provider must ensure that that it has adequate security procedures and personnel to ensure that the CSOS documents are secure. All facilities that house the CSOS records must be access controlled and limited to authorised staff.

7.3.10. Access should be controlled in order to protect records against unauthorised access, loss, damage, destruction, theft and breach of confidentiality.

7.3.11. The service provider must have a comprehensive disaster management plan in place. A copy of the said plan must be submitted with the proposal.

7.3.12. Storage Conditions:

7.3.12.1. The storage facility should be temperature controlled to ensure that records will be stored at temperature between 18-20 degrees Celsius and relative humidity of between 45-50%.

7.3.12.2. Fire compliance certificate for the protection of records in case of fire must be submitted with the proposal.

7.3.12.3. The storage facility should have carbon, carbon dioxide and water extinguishers in the storage facility.

7.3.12.4. Storage areas should not have windows, but if they do, they should be covered with dark curtains or blinds to prevent damage that could be caused by direct sunlight and should be burglar-proofed.

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7.3.12.5. The lowest shelf should as a minimum be 150mm off the floor to prevent flood damage and top of the shelving should not be less than 320mm from the ceiling to allow airflow.

7.3.12.6. An indication of how often the storage facility is fumigated should be submitted with the proposal.

8. PROJECT TIME FRAME

8.1. The contract duration is as follows:

Service	Duration
Deeds Office Document Collection	60 Months
Deeds Office data capture	60 Months
CSOS once off collection	3 Months
Records Management System Implementation	6 Months
Maintenance and support of Records Management Solution	54 Months (from date of implementation sign-off to contract end-date)
Off-site Storage of Documents	60 Months

Table 7: Project Timeframe

8.2. The service provider will be required to produce a detailed project plan (work break down structure) within 1 week from contract commencement.

8.3. Penalties equating to 5% of total contract value will be levied for every one-month delay in delivery of the project. No penalty will be levied if the delay can be proven to be attributed to the conduct of the CSOS.

8.4. The CSOS shall be entitled to claim, levy and set-off or deduct any penalty, from any outstanding invoices after reasonable notice to the Service Provider.

9. PROJECT EVALUATION CRITERIA

9.1. The proposals will be evaluated in three phases.

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9.1.1. Phase 1: Mandatory Requirements

9.1.2. Phase 2: Technical Requirements

9.1.3. Phase 3: Price and B-BBEE

9.2. The CSOS reserves the right to request shortlisted bidders to provide a demonstration of their solution and perform a site visit of their facility before any decision is made.

9.3. Mandatory Requirements

9.3.1. Bidders are required to tick whether they will comply with the below mandatory requirements (Note that non-compliance to mandatory requirement will lead to disqualification):

No	Mandatory Requirement	Substantiation (If required)	Comply (Tick)
1.	BIDDER STORAGE FACILITY COMPLIANCE The bidder confirms that their premises complies with legislation (OHS) Act regulations, National Archives Act regulations, and the National Archives Records Service (NARS).	Provide a copy of a NARSSA Inspection and compliance letters of all facilities where the CSOS documents will be housed. NB: CSOS reserves the right to conduct site visits to confirm compliance. NB: All letters or certificates must be dated and signed on a letterhead of the entity that issued it.	
2.	MANDATORY SUBCONTRACTING The successful service provider must subcontract a minimum of 30% of the value of the contract to a QSE or EME which is at least 51% owned by black people or women and/or youth from	Provide Teaming agreement and work package allocation to QSE or EME partner.	

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	historically disadvantaged communities.		
3.	OFF-SITE STORAGE FACILITY REQUIREMENTS The bidder must demonstrate that all off-site storage facilities included in the proposal meets the following criteria and attaches proof where applicable: 1. Fire compliant – attach fire compliance certificate 2. Temperature controlled 3. 24 hour monitored security – attach letter from PSIRA approved security company 4. Burglar proofed windows 5. Proof of fumigation (not older than 12 months) 6. Detailed disaster recovery plan attached. 7. Shelves: lowest shelf minimum 150mm off the floor; top of the shelving should not be less than 320mm from ceiling.	Attach applicable proof where required.	
4.	FULLY COSTED AND FUNCTIONAL SOLUTION	No Substantiation required. Bidders are required to mark comply.	

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	The Bidder confirms that all requirements detailed in the RFP have been fully catered for and costed for in the bidder response. Any omissions or errors will need to be rectified at the successful bidder's expense.		
5.	DELIVERY LOCATION The bidder acknowledges that if successful all services required will be delivered remotely from the bidders premises and the bidders resources will be required to travel to the CSOS Head office as and when required. All travel to and from the CSOS head office will be for the bidders account. CSOS will make a limited amount of office space available for the bidders core team.	No Substantiation required. Bidders are required to mark comply	
6.	SOLUTION MEETS ALL MINIMUM REQUIREMENTS The bidder confirm that their proposal addresses all scope of work and the minimum requirements described in the request for bid (RFB) document and that their solution addresses	No Substantiation required. Bidders are required to mark comply	

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	the problem statement and key goals as set out in the document.		
7.	FINANCIAL STABILITY The Bidder confirms that it is financially stable to deliver all required services over the full duration of the contract or that it has adequate financial support or financial security arrangements in place.	1. Provide audited financial statements for the past three (3) financial years or since establishment if established in the past 3 years. 2. Provide a letter from the prime bidder's bank confirming the prime bidders accounts are in good standing or that it has access to an adequate facility to carry out its financial obligations.	
8.	GOODS OR SERVICES SOURCED OUTSIDE SOUTH AFRICA A statement of whether any portion of the goods or services are expected to be sourced outside the republic of South Africa	Reference should be made to this effect whether its applicable or not applicable.	

Table 8: Mandatory Requirements

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9.4. TECHNICAL FUNCTIONAL REQUIREMENTS

- 9.4.1. A bid will be disqualified if it fails to meet the minimum threshold of 70% for technical functional requirements stipulated in this document.
- 9.4.2. Bidders must ensure that their response is well substantiated and articulates how the bidder's solution will meet and exceed the requirements specified in the bid document.
- 9.4.3. Bidders are required to accurately cross reference and indicate where the required substantiation can be found in the bid response. Incorrect cross referencing will result in the bid being scored as non-responsive.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
		SECTION 1: SOLUTION IMPLEMENTATION SERVICES	Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
Experience	Proven Experience and	Bidder must have 5 years or more experience in Off-Site Storage and implementation of Records		10	

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	expertise supported by references of similar projects	Management Systems. Bidders to provide detailed response describing their expertise and experience on records management legislation, off-site storage and implementation of records management systems. Scoring Criteria: 0- Points - non-responsive 1- Point - very Poor Response: Less than 1-year experience, 2- Points- poor Response: 1-2 years' experience, 3- Points - average Response: 3 years' experience, 4- Points- adequate Response: 3 years' experience, 5- Points Excellent Response: 4 or more years' experience,	State page (s) number.....or State section/tab.....on your proposal.		
		Bidder must provide 3 or more <u>verifiable reference letters</u> from clients where they have provided off-site storage services.		10	

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		NB: All reference letters provided must be contain contact details and a description of services to the client rendered in order for verification. 0- Points non-responsive 1-Point 1 reference letter 2-Points 2 references letters 3-Points 3-4 references letters 4-Points 5 references letters 5-Points More than 5 references letters			
		Bidder must provide 3 or more verifiable <u>reference</u> letters from clients where they have similar implemented records management system. NB: All reference letters provided must be contain contact details and a description of services to the client rendered in order for verification. 0-points non-responsive		10	

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		1-Point 1 reference letter 2-Points 2 references letters 3-Points 3-4 references letters 4-Points 5 references letters 5-Points More than 5 references letters			
Records Management System	Bidder must develop and implement a fully functional records management system	Bidder must provide detailed proposal on the records management solutions described in section 7 The proposal must include the following criteria: 1. Solution Architecture of the proposed system. 2. Detailed solution implementation framework (covering activities in the assess, design, develop, test, implementation, and post implementation support phases) 3. Detail List of ICT hardware that will be supplied (must include 5-year OEM or other acceptable warranty)	State page (s) number.....or State section/tab.....on your proposal.	20	

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		4. Overview of features and functionality of the system showing alignment to the requirements set out in section 7 Scoring Criteria: 5 Points - Excellent Response: Detailed, covers all 5 criterias, team structure all roles covered and meets all experience requirements, caters for all ICT hardware requirements, system features aligned and meets to requirements in section 7. 4 Points - Adequate Response: Detailed, covers all 5 criteria, 3 Points - Average Response: Detailed, covers all 5 criteria, 2 Points- Poor Response: Not Detailed, covers less than 3 out of 5 criteria. 1 Point- Very Poor Response: Not Detailed, covers less than 2 out of 5 criteria. 0 Points- non-responsive			
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Team Composition	Team structure comprising of the following roles (CV to be attached):	Team structure comprising of the following roles (CV to be attached): Project Manager : Project Manager – minimum 8 years’ experience in ICT project 5 points - (15 years’ experience and above in ICT projects) 4 points - (10 years’ experience and above in ICT projects) 3 points - (8 years’ experience and above in ICT projects) 2 points - (7 years’ experience and below in ICT projects) 1 point – (3-6 years’ experience) 0 points – (less than 3 years’ experience)		5	

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		Business Analyst/ Solution Architect – minimum 5 years’ experience as a business analyst or solution architect. 5 points - (10 years’ experience and above as a business analyst or solution architect. 4 points - (7 years’ experience and above as a business analyst or solution architect.) 3 points -(5 years’ experience and above as a business analyst or solution architect.) 2 points -(4 years’ experience and below as a business analyst or solution architect.) 0 points – 0 experience		5	
		Test Analyst - Minimum 5 years’ experience as a Test Analyst.) 5 points - (10 years’ experience and above as a Test Analyst) 4 points - (7 years’ experience and above as a Test Analyst)		5	

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		3 points -(5 years' experience and above as a Test Analyst) 2 points -(4 years' experience and below as a Test Analyst) 0 points – 0 experience			
		Developer Team – Comprised of more than one senior developers with at least a minimum 5 years' experience.) 5 points - (10 years' experience and above as senior developer with at least a minimum 5 years' experience.) 4 points - (7 years' experience and above as senior developer with at least a minimum 5 years' experience.) 3 points -(5 years' experience and above as senior developer with at least a minimum 5 years' experience.) 2 points -(4 years' experience and below as senior developer with at least a minimum 5 years' experience) 0 points – 0 experience		5	

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Records Management System Maintenance and Support	Bidder must provide for technical maintenance and support to ensure system availability in line with agreed service level standards	1. Bidder to provide detailed Maintenance and Support Framework (based on ITIL) 2. Provide details on resources that will be assigned to maintain and support solution in line with the specified minimum requirements across the following service components: a. Problem and Incident Management b. Corrective Maintenance c. Adaptive Maintenance d. Perfective Maintenance e. Preventative Maintenance f. Report Development and Enhancement Services g. Service Delivery Management Services h. Solution Health Check i. Solution/ Application Performance Monitoring j. Software Updates, Patching and License Management k. Disaster Recovery, Backups and Restoration	State page (s) 15 number.....or State section/ tab.....on your proposal.		
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		l. Application Security m. Solution Document Upkeep n. Contract Transitioning Out Services 3. Provide for a Service Delivery Manager with at least 5 years' experience in managed ICT services environment. 4. Bidder must indicate acceptance of minimum Service Level Standards. Scoring Criteria: 0- Non-responsive 1- Point- Very Poor Response: No Maintenance and Support Framework and does not cover resource plan (inclusive of a Service Delivery Manager with at least 5 years' experience in managed ICT services environment) and acceptance of minimum Service Level Standards. 2- Points - Poor Response: Maintenance and Support Framework, does not cover all service components and an insufficient resource plan (inclusive of a Service Delivery Manager with at least 5 years' experience in managed ICT			
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF A RECORDS MANAGEMENT SOLUTION AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS

		services environment) and acceptance of minimum Service Level Standards is also not sufficient. 3- Points Average Response: Basic Maintenance and Support Framework, covers all service components, details of resourcing not sufficient, Service Delivery manager less than 5 years' experience, and acceptance of minimum Service Level Standards is provided. 4- Points Adequate Response: Detailed Maintenance and Support Framework, covers all service components, details of resourcing is sufficient, Service Delivery manager with 5 years' experience, and acceptance of minimum Service Level Standards is provided. 5 Points Excellent Response: Comprehensive Maintenance and Support Framework, covers all service components, details of resourcing is sufficient Service Delivery manager with more than 5 years' experience and acceptance of minimum Service Level Standards is provided.			
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Project Plan	Bidder must provide a detail breakdown of the proposed project plan.	- Bidder to provide a detailed plan on how the following services will be delivered with the following timeframes: - Deeds Office data capture - CSOS once off collection: 3 Months - Records Management System Implementation: 6 Months - Highlight any risks to the plan and the mitigation steps. Scoring Criteria: - Non-responsive - Point - very Poor Response: No plan provided, no risks identified with mitigation, not practical. - Points- poor Response: High level plan provided, exceeds timeframes specified, no risks identified with mitigation, not practical. - Points- average Response: Detailed plan provided, within specified timeframes, no risks identified with mitigation, limited practicality.	State page (s) 15 number.....or State section/ tab.....on your proposal.		
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF A RECORDS MANAGEMENT SOLUTION AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS

		4. Points- adequate Response: Detailed plan provided, within specified timeframes, some risks identified with mitigation, practical and adequately resourced. 5. Points - Excellent Response: Comprehensive plan provided, service delivered before specified timeframes, extensive risk identified with parallel streams working on different services.			
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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR
THE PROVISION OF A RECORDS MANAGEMENT SOLUTION AND SUPPORT FOR A
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Third Stage:

CRITERIA	SUB-CRITERIA	WEIGHTINGS/POINTS
Price	Detailed budget breakdown	80
B-BBEE Status Level Verification Certificate from accredited verification agencies	B-BBEE Level Contributor	20
TOTAL POINTS		100

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10. PRICING

- 10.1. Proposals that meet and exceed the 70% functionality threshold will be evaluated on price and B-BBEE status level of contribution in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulations (June 2011) based on the 80/20 preference points system.
- 10.2. Bidders must ensure that their price schedules caters for all requirements for a fully operational system as specified in the minimum requirements and scope of work. Any omissions or errors will be provided at the bidder's expense.
- 10.3. All pricing must be quoted in Rand and fixed for the contract duration.
- 10.4. All pricing must be firm over the contract. Bidders must provide details of cost items that are subject to price increases such as CPIX and Rate of Exchange.
- 10.5. Quantities listed on the off-site storage costs are listed for comparative purposes only and may change based on the actual usage. The total cost will serve as a ceiling amount for the contract
- 10.6. Payment terms are within 30 days from invoice and subject to an agreed payment plan based on deliverables and project milestones.
- 10.7. Pricing must include Labour, Transport, Barcode Box Labels and fees (e.g. handling fees etc).

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SCHEDULE 1: OFF-SITE STORAGE			
PRICE LIST	UNIT COST (INCL. VAT)	QUANTITY (ESTIMATED FOR COMPARATIVE PURPOSES ONLY- ACTUALS WILL VARY)	TOTAL COST (INCL. VAT)
M2 Boxes & Lids-per box		3000	
Collection of Boxes-per box up to 10 boxes (CSOS Offices)		30	
Collection of Boxes-per box up to 100 boxes (CSOS Offices and Deeds Offices)		15	
Collection of boxes from 100 to 1000 boxes (CSOS Offices and Deeds Offices, Storage King)		10	
Collection of boxes over 1000 (CSOS Offices and Deeds Offices)		5	
Cataloguing and packing per box		3000	
Next Day Retrieval: (Shuttle): within 24 hours (Request before 16h30; delivery by 16h00) per file		1000	
Same Day Retrieval (Express): within 4 hours (Request before 12h00; delivery by 16h00) per file		1500	

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Scan on demand per 10 pages		120 000	
Destruction/ Disposal per file		120 000	
Data Capturing per file (up to 10 fields)		30 000	
Other (Bidder to specify)			
Other (Bidder to specify)			

SCHEDULE 2: MONTHLY OFF-SITE STORAGE			
Service	COST PER BOX PER MONTH (INCL VAT)	QUANTITY (ESTIMATED FOR COMPARATIVE PURPOSES ONLY- ACTUALS WILL VARY)	TOTAL ANNUAL COST (INCL. VAT)
Off-site Storage Costs: Year 1		300	
Off-site Storage Costs: Year 2		500	
Off-site Storage Costs: Year 3		1000	
Off-site Storage Costs: Year 4		2000	
Off-site Storage Costs: Year 5		3000	

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Other (Bidder to specify)			
Other (Bidder to specify)			
Grand Total			

SCHEDULE 3: RECORDS MANAGEMENT SOLUTION IMPLEMENTATION	
ITEM	ONCE-OFF TOTAL COST (INCL. VAT)
Project Management Fee (to be paid on sign-off of the project)	
Assess and Design	
Development and Testing	
Implementation	
Copy and Transfer electronic Deeds Records	
Post Implementation Cost	
ICT Infrastructure (including 5 OEM warranty)	

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Software licensing cost (including 5 years software assurance)	
Other (Bidder to specify)	
Other (Bidder to specify)	
Grand Total	

SCHEDULE 4: RECORDS MANAGEMENT SOLUTION MAINTENANCE AND SUPPORT			
Service	QTY	MONTHLY COST (INCL. VAT)	TOTAL COST (INCL. VAT)
Maintenance and Support Services (commencing after successful implementation and sign-off of the records management system)	54 Months		
Non-Standard Service Requests (Calculated as 20% of Total Maintenance and Support Services Cost)	N/A	N/A	
Other (Bidder to specify)			
Other (Bidder to specify)			
Grand Total			

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SUMMARY COST SCHEDULE	
Schedule	GRAND TOTAL COST (INCL. VAT)
SCHEDULE 1: OFF-SITE STORAGE	
SCHEDULE 2: MONTHLY OFF-SITE STORAGE	
SCHEDULE 3: RECORDS MANAGEMENT SOLUTION IMPLEMENTATION	
SCHEDULE 4: RECORDS MANAGEMENT SOLUTION MAINTENANCE AND SUPPORT	
TOTAL BID PRICE	

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR
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11. PROPOSAL SUBMISSION REQUIREMENTS

The successful service provider must subcontract a minimum of 30% of the value of the contract to a QSE or EME which is at least 51% owned by black people or women and/or youth from historically disadvantaged communities.

- 11.1 Service providers must submit the following compulsory documents:
- Valid and original /certified B-BBEE or affidavit.
 - Original Valid Tax Clearance Certificate or SARS Pin letter
 - SBD Forms (SBD4, SBD6, SBD8 and SBD 9)
- 11.2 Proposals should be hand delivered to CSOS offices on or before the 16th August 2021 by no later than 12h00 pm on the following address:

The Supply Chain Manager

The Community Schemes Ombud Service

8 Bauhinia Street

Unit 4 Berkley Office Park

Centurion

12. REPORTING REQUIREMENTS

- 12.1. The appointed service provider will be expected to provide comprehensive monthly and Quarterly reports detailing the status of the service, scope of work and deliverables no later than the 5th day of the following month; and
- 12.2. They must attend a quarterly meeting with the CSOS to discuss the status of the service and give any recommendation based on the service offering.

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13. CONTACT DETAILS

The tender can be downloaded from the Community Schemes Ombud Service's website (<http://www.csos.org.za>), and can also be collected and submitted at CSOS's Office as indicated below:

CSOS Reception, 8 Bauhinia Street

Unit 4 Berkley Office Park

Centurion

For Technical enquiries: Mr Mawande Jadezweni (Mawande.Jadezweni@csos.org.za), Tel: 010 593 0533 / 066 305 8300.

For SCM enquiries: Ms Jabulile Sithole (tenders@csos.org.za), Tel: 010 593 0533 / 066 302 5937



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

**CSOS005-2021: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF
A RECORDS MANAGEMENT SOLUTION AND SUPPORT FOR A PERIOD OF FIVE (5)
YEARS.**

CLOSING DATE: 16 AUGUST 2021 AT 12:00 PM

VALIDITY PERIOD: 120 DAYS

S U P P L Y C H A I N M A N A G E M E N T

A. SPECIAL CONDITIONS OF CONTRACT

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

B. EVALUATION PROCESS

- The evaluation process comprises of the following phases:

➤ INITIAL SCREENING PROCESS

During this phase bid documents will be reviewed to determine compliance with tax matters and whether original and valid tax clearance certificates have been submitted with the bid documents at closing date and time of bid.

➤ PRE-QUALIFYING EVALUATION CRITERIA

No	Mandatory Requirement	Substantiation (If required)	Comply (Tick)	Not Comply (Tick)
1	BIDDER STORAGE FACILITY COMPLIANCE The bidder confirms that their premises complies with legislation (OHS) Act regulations, National Archives Act regulations, and the National Archives Records Service (NARS).	Provide a copy of a NARSSA Inspection and compliance letters of all facilities where the CSOS documents will be housed. NB: CSOS reserves the right to conduct site visits to confirm compliance. NB: All letters or certificates must be dated and signed on a letterhead of the entity that issued it.		
2	The successful service provider must subcontract a minimum of 30% of the value	No Substantiation required. Bidders are required to mark comply.		

	of the contract to a QSE or EME which is at least 51% owned by black people.			
3	The bidder must demonstrate that all off-site storage facilities included in the proposal meets the following criteria and attaches proof where applicable: 1. Fire compliant – attach fire compliance certificate 2. Temperature controlled 3. 24 hour monitored security – attach letter from PSIRA approved security company 4. Burglar proofed windows 5. Proof of fumigation (not older than 12 months) 6. Detailed disaster recovery plan attached. 7. Shelves: lowest shelf minimum 150mm off the floor; top of the shelving should not be less than	No Substantiation required. Bidders are required to mark comply.		

	320mm from ceiling.			
4	FULLY COSTED AND FUNCTIONAL SOLUTION The Bidder confirms that all requirements detailed in the RFB have been fully catered for and costed for in the bidder response. Any omissions or errors will need to rectify at the successful bidders expense.	No Substantiation required. Bidders are required to mark comply.		
5	DELIVERY LOCATION The bidder acknowledges that if successful all services required will be delivered remotely from the bidders premises and the bidders resources will be required to travel to the CSOS Head office as and when required. All travel to and from the CSOS head office will be for the bidders account. CSOS will make a limited amount of office space available for the bidders core team.	No Substantiation required. Bidders are required to mark comply		
6.	SOLUTION MEETS ALL MINIMUM REQUIREMENTS The bidder confirm that their proposal addresses all	No Substantiation required. Bidders are required to mark comply		

	scope of work and the minimum requirements described in the request for bid (RFB) document and that their solution addresses the problem statement and key goals as set out in the document.			
7	FINANCIAL STABILITY The Bidder confirms that it is financially stable to deliver all required services over the full duration of the contract	Provide audited financial statements for the past three (3) years Provide a letter from the prime bidder's bank confirming the prime bidders accounts are in good standing.		
8	A statement of whether any portion of the goods or services are expected to be sourced outside the republic of South Africa	Reference should be made to this effect whether its applicable or not applicable.		

Bidders must meet the all above mandatory requirements in order to be consider further on functionality.

FIRST EVALUATION PHASE: FUNCTIONAL

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the terms of reference. During this stage bidders' responses will be evaluated for functionality based on achieving a minimum score of 70 percent.
- Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

- The panel members will individually evaluate the responses received against the following criteria as set out in the Terms of reference.
- **The approach that will be used for this tender is the Quality Cost Based Selection and a two-envelope system will be utilized for this tender.**

Each panel member will rate each individual criterion on the score sheet using the following scale:

Value	Description
5	Excellent
4	Very Good
3	Good
2	Average
1	Poor
0	Unacceptable/ Nonresponsive

- The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criteria. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- This score will be converted to a percentage and **only** bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated further.
- Any proposal not meeting a minimum score of 70 percent technical proposal will be disqualified and the financial proposal will remain unopened.

➤ **SECOND EVALUATION PHASE: PRICE**

Bidders that meet the minimum threshold of 70 percent will be evaluated further on price.

- In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
 - The bidden price (maximum 80 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)

- The following formula will be used to calculate the points for price in respect of bidders with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated in paragraph 2.1.

- The State reserves the right to arrange contracts with more than one contractor.
- It is the Government's intention to promote the following Broad-Based Black Economic Empowerment with this bid, and the points to be allocated are indicated against each level of contributor:

C. POINTS

The Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on 8 June 2011 (No. 34350) and effective from 7 December 2011. These regulations require bidders to submit valid original or certified copies of their B-BBEE Status Level Certificates from a SANAS accredited verification agency and accredited Auditing firm, the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0

Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers.

1. A tenderer must submit proof of its B-BBEE status level of contributor.
2. A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
 - (a) may only score points out of 80 for price; and
 - (b) scores 0 points out of 20 for B-BBEE.
3. A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
4. The points scored by a tenderer for B-BBEE in terms of sub-regulation (2) must be added to the points scored for price under sub-regulation (1).
5. The points scored must be rounded off to the nearest two decimal places.
6. Subject to sub-regulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

7. (a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.
- (b) The organs of state may-
- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

D. TAX CLEARANCE CERTIFICATE & CSD REPORT

Bidders may submit their CSD report.

Failure to comply with this condition will invalidate the bid.

E. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax.

F. REGISTRATION

Latest proof of company registration from Companies and Intellectual Property Commission (CIPC) must be submitted in the form of certified copies of the relevant registration document

G. CLIENT BASE

- Bidders must have specific experience in submit at least three recent references (in a form of written proof (s) on their company's letterhead including relevant person (s), telephone, fax numbers and e-mails) of similar work undertaken.
- The CSOS reserves the right to contact references during the evaluation and adjudication process to obtain information.

H. SHAREHOLDERS/DIRECTORS PORTFOLIO

- The bidder shall submit copies of the company's shareholding portfolio with the bid documents at the closing date and time of the bid.

I. COMMUNICATION

Supply Chain Management will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the CSOS in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

J. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

K. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) 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:
 - directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

L. FRONTING

- The Community Schemes Ombud Service supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the CSOS condemns any form of fronting.
- The CSOS, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSOS may have against the bidder/contractor concerned.

M. BRIEFING SESSION

There will be a non-compulsory briefing session

Date: **12 July 2021**

Time: 10:00am

The briefing session will be virtual and all bidders must request the link to the meeting before **09th July 2021**.

Email: tenders@csos.org.za

N. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will be required to enter into a formal contract with the CSOS.

O. PACKAGING OF BID

A two-envelope system will be utilized for this tender. The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

➤ **FUNCTIONALITY/TECHNICAL PROPOSAL**

Bid No: CSOS005-2021

Description: The appointment of a service provider for the provision of a records management solution and support for a period of five (5) years.

Bid closing date and time: 16 August 2021 at 12h00 PM

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

➤ **PRICE/ FINANCIAL PROPOSAL**

Bid No: CSOS005-2021

Description: The appointment of a service provider for the provision of a records management solution and support for a period of five (5) years. **SDB 3.3 should be included in this envelope.**

Bid closing date and time: 16 August 2021 at 12h00 PM

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

Note: The Community Schemes Ombud Service uses the two-envelope system. Proposals will be assessed for mandatory requirement and functionality. The Technical Proposal envelope and the Price/ financial Proposal envelope must contain one original hard copy document, clearly marked "Original", and three (3) hardcopies, clearly marked "Copy and an electronic version of the original proposal on a memory stick.

P. CONTACT DETAILS

Supply Chain Management Office:

Physical address: Unit 4, Berkley Office Park,

8 Bauhinia Street, Highveld Techno Park, Centurion

For General SCM enquiries: Jabulile Sithole,

Contact: 010 593 0533 cell: 066 302 5937 or email: [**tenders@csos.org.za**](mailto:tenders@csos.org.za)

For Technical enquiries: Mawande Jadezweni

Contact: 010 593 0533 cell: 066 305 8300 or email:
mawande.jadezweni@csos.org.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:**BID NO: CSOS005-2021: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF A RECORDS MANAGEMENT SOLUTION AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS.**

BID CLOSING DATE: 16 AUGUST 2021 AT 12:00 pm

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
------------	-------------	--

DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF A RECORDS MANAGEMENT SOLUTION AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS.

1. Services must be quoted in accordance with the attached terms of reference.

Services must be quoted in accordance with the attached terms of reference.

Total cost of the assignment (R inclusive VAT)

R.....

SCHEDULE 1: OFF-SITE STORAGE

PRICE LIST	UNIT COST (INCL. VAT)	QUANTITY (ESTIMATED FOR COMPARATIVE PURPOSES ONLY- ACTUALS WILL VARY)	TOTAL COST (INCL. VAT)
M2 Boxes & Lids-per box		3000	

Collection of Boxes-per box up to 10 boxes (CSOS Offices)		30	
Collection of Boxes-per box up to 100 boxes (CSOS Offices and Deeds Offices)		15	
Collection of boxes from 100 to 1000 boxes (CSOS Offices and Deeds Offices, Storage King)		10	
Collection of boxes over 1000 (CSOS Offices and Deeds Offices)		5	
Cataloguing and packing per box		3000	
Next Day Retrieval: (Shuttle): within 24 hours (Request before 16h30; delivery by 16h00) per file		1000	
Same Day Retrieval (Express): within 4 hours (Request before 12h00; delivery by 16h00) per file		1500	
Scan on demand per 10 pages		120 000	
Destruction/ Disposal per file		120 000	
Data Capturing per file (up to 10 fields)		30 000	
Other (Bidder to specify)			
Other (Bidder to specify)			

SCHEDULE 2: MONTHLY OFF-SITE STORAGE			
Service	COST PER BOX PER MONTH (INCL VAT)	QUANTITY (ESTIMATED FOR COMPARATIVE PURPOSES ONLY- ACTUALS WILL VARY)	TOTAL ANNUAL COST (INCL. VAT)
Off-site Storage Costs: Year 1		300	
Off-site Storage Costs: Year 2		500	
Off-site Storage Costs: Year 3		1000	
Off-site Storage Costs: Year 4		2000	
Off-site Storage Costs: Year 5		3000	
Other (Bidder to specify)			
Other (Bidder to specify)			
Grand Total			

SCHEDULE 3: RECORDS MANAGEMENT SOLUTION IMPLEMENTATION	
ITEM	ONCE-OFF TOTAL COST (INCL. VAT)
Project Management Fee (to be paid on sign-off of the project)	
Assess and Design	
Development and Testing	
Implementation	
Copy and Transfer electronic Deeds Records	
Post Implementation Cost	
ICT Infrastructure (including 5 OEM warranty)	
Software licensing cost (including 5 years software assurance)	
Other (Bidder to specify)	
Other (Bidder to specify)	
Grand Total	

SCHEDULE 4: RECORDS MANAGEMENT SOLUTION MAINTENANCE AND SUPPORT			
Service	QTY	MONTHLY COST (INCL. VAT)	TOTAL COST (INCL. VAT)
Maintenance and Support Services (commencing after successful implementation and sign-off of the records management system)	54 Months		
Non-Standard Service Requests (Calculated as 20% of Total Maintenance and Support Services Cost)	N/A	N/A	
Other (Bidder to specify)			
Other (Bidder to specify)			
Grand Total			

SUMMARY COST SCHEDULE	
Schedule	GRAND TOTAL COST (INCL. VAT)
SCHEDULE 1: OFF-SITE STORAGE	
SCHEDULE 2: MONTHLY OFF-SITE STORAGE	
SCHEDULE 3: RECORDS MANAGEMENT SOLUTION IMPLEMENTATION	
SCHEDULE 4: RECORDS MANAGEMENT SOLUTION MAINTENANCE AND SUPPORT	
TOTAL BID PRICE	

The financial proposal for this assignment should cover for all assignment activities as per terms of reference

2. Period required for commencement with project after acceptance of bid _____
- 3 Are the rates quoted firm for the full period? Yes/No
4. If not firm for the full period, provide details of the basis on which
Adjustments will be applied for, for example consumer price index.

Technical enquiries regarding bidding procedures may be directed to:

Mawande Jadezweni

Tel: (010) 593 0533

Cell: **066 305 8300**

E-mail address: mawande.jadezweni@csos.org.za

Supply Chain queries may be directed to:

Jabulile Sithole

Tel: (010) 593 0533

Cell: 066 302 5937

Email: tenders@csos.org.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

2.10

Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11

Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

.....

.....

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

b) Either the 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 - \frac{P_t - P_{\min}}{P_{\min}}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

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

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



Supplier Maintenance: Bank Details

Supplier name _____

I/We hereby request and authorize you to pay any amounts which accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorized will be processed by computer through a system known as the "ACB ELECTRONIC FUND TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/We understand that a payment advice will be supplied by the organization in the normal way, and that it will indicate the date on which funds will be available in my/our account. This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Initial and Surname

Authorized Signature

Date dd/mm/yyyy									

NB. Only original signed forms will be accepted.

Registered name: _____

Co. Registration No: _____

Account Holder: _____

Name of Bank: _____

Name of Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

It is hereby confirmed that these details have been verified against the following screens:

ABSA-
FNB-
STD Bank-
Nedbank-
Other Banks-

Bank Stamp Here

Bank Official Name: _____

Contact Detail: _____

NB: IT IS THE RESPONSIBILITY OF THE SUPPLIER TO ENSURE THAT DETAILS PROVIDED ARE CORRECT.

A LETTER FROM THE BANK CONFIRMING BANKING DETAILS WILL ALSO SUFFICE

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.

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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 | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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 X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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 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 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 that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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 canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful 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 is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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