



REFERENCE: IEC/ICT-06/2025

CLOSING DATE: 21 JULY 2025

ENQUIRIES: Libisi Maphanga

Tel: 012 622 5700 or eMail: Libisi@elections.org.za

Vincent Qwabe: 012 622 5700

SERVICE DESCRIPTION: GIS PANEL FOR PROFESSIONAL AND SUPPORT SERVICES

Kindly furnish the Electoral Commission with a bid for the suitable local office accommodation for the electoral commission as per this tender document.

The conditions contained in the Electoral Commission's supply chain management (SCM) policy documents, preferential procurement policy documents and all other conditions stated in this tender, will apply to your submission.

This tender, as formulated, contains the relevant Electoral Commission's bid documents/forms that must be completed.

A **[Hybrid]** tender briefing session will be held at 11:00 on **10 July 2025** at the Electoral Commission's office situated at:

Election House

Riverside Office Park

1303 Heuwel Avenue

CENTURION

Kindly submit your bid by completing the relevant forms and deposit the bid in the **tender box OR a designated room** at the Electoral Commission's address before the closing date and time as specified on page two (2).

The Electoral Commission takes no responsibility for any late bids, whatever the reason may be.

Yours sincerely

SUPPLY CHAIN MANAGEMENT

Electoral Commission

Ensuring Free and Fair Elections

Commissioners: Mr MS Moepya (Chairperson) | Ms JY Love (Vice-Chairperson) | Mr VG Mashinini | Dr NP Masuku | Judge D Pillay
National Office: Election House, Riverside Office Park, 1303 Heuwel Avenue, Centurion, 0157 | P/Bag X112, Centurion, 0046
Tel (+27) 12 622 5700 | info@elections.org.za | www.elections.org.za

TENDER NUMBER: IEC/ICT-06/2025

SERVICE DESCRIPTION: GIS PANEL FOR PROFESSIONAL AND SUPPORT SERVICES

CLOSING TIME: 11:00

CLOSING DATE: 21 JULY 2025

YOU ARE HEREBY INVITED TO SUBMIT A BID TO THE ELECTORAL COMMISSION OF THE REPUBLIC OF SOUTH AFRICA.

THIS TENDER DOCUMENT MUST BE COMPLETED AND ALL APPLICABLE PAGES RETURNED AS PART OF YOUR BID SUBMISSION - DO NOT RETYPE OR SUBSTITUTE THE PAGES OF THE TENDER DOCUMENT IN ANY OTHER FORM.

ALL APPLICABLE TENDER FORMS (**PAGE 2 - 82**) MUST BE COMPLETED AND SIGNED IN ORIGINAL INK. THE BIDDER IS HOWEVER NOT REQUIRED TO FILL IN THE TENDER EVALUATION CRITERIA. FORMS WITH PHOTOCOPIED SIGNATURES/ INITIALS OR ANY OTHER SUCH REPRODUCTION OF DETAIL WILL BE REJECTED, RESULTING IN THE TENDER BEING DISQUALIFIED.

SUBMIT YOUR BID IN A SEPARATE SEALED ENVELOPE OR SUITABLE CONTAINER IF NECESSARY AND WRITE YOUR COMPANY NAME AS WELL AS THIS TENDER REFERENCE NUMBER (**IEC/ICT-06/2025**) ON THE ENVELOPE/CONTAINER.

TENDERERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS AND PLACED IN THE TENDER BOX OR DESIGNATED ROOM. BID SUBMISSIONS MUST ONLY BE DEPOSITED IN THE TENDER BOX(ES) OR DESIGNATED ROOM WHICH ARE IDENTIFIED AS TENDER BOX(ES) OF THE ELECTORAL COMMISSION.

TENDER SUBMISIONS MUST BE SUBMITTED BY NO LATER THAN THE CLOSING DATE AND TIME IN THE TENDER BOX OR A DESIGNATED ROOM SITUATED AT:

Election House, Riverside Office Park

1303 Heuwel Avenue

CENTURION

THE TENDER BOX OR THE DESIGNATED ROOM WILL ONLY BE OPEN DURING OFFICE HOURS.

BIDS SUBMITTED IN THE INCORRECT TENDER BOX(ES) OR DESIGNATED ROOM OF THE ELECTORAL COMMISSION, AND NOT IN THE BOX OR DESIGNATED ROOM STIPULATED ABOVE WILL NOT BE CONSIDERED.

BIDS, AS A WHOLE OR IN PART, RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL NOT BE ACCEPTED FOR CONSIDERATION. LATE BIDS ARE RECORDED BUT SET ASIDE.

ONLY BIDS SUBMITTED IN THE CORRECT TENDER BOX(ES) OR DESIGNATED ROOM AS SPECIFIED IN THE TENDER DOCUMENT OF THE ELECTORAL COMMISSION SHALL BE ACCEPTED. BIDS SUBMITTED IN THE ADDRESS NOT SPECIFIED IN THE TENDER DOCUMENT, BY TELEGRAM, FACSIMILE, POST OR BY ELECTRONIC MEANS SUCH AS eMAIL WILL NOT BE ACCEPTED FOR CONSIDERATION.

THE ELECTORAL COMMISSION WILL PUBLISH THE AWARD OF THIS TENDER IN ACCORDNACE WITH STATUTORY REQUIREMENTS AS REQUIRED. TENDERERS SHOULD NOTE THE AWARD OF THE TENDER AS PUBLISHED. NO GENERAL NOTICES TO UNSUCCESSFUL BIDDERS WILL BE ISSUED.

THE ELECTORAL COMMISSION GENERALLY DOES NOT ISSUE LETTERS OF APPOINTMENT. SUCCESSFUL BIDDERS WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT, AND/ OR WILL BE ISSUED WITH AN OFFICIAL PURCHASE ORDER AS MAY BE APPLICABLE WHICH REPRESENTS THE 'CONTRACT' BETWEEN THE TWO PARTIES CONCERNED.

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BACKGROUND

The Electoral Commission is a permanent body established in terms of Chapter 9 of the Constitution of the Republic of South Africa and the Electoral Commission Act 51 of 1996. It is responsible for managing and administering all elections and promoting and safeguarding democracy in South Africa. Although publicly funded and accountable to Parliament, the Electoral Commission is independent of government.

In terms of Section 190 of the Constitution of the Republic of South Africa (Act 108 of 1996), the Electoral Commission must -

- Manage elections of national, provincial and municipal legislative bodies;
- Ensure that those elections are free and fair;
- Declare the results of those elections; and
- Compile and maintain a voters' roll.

Duties of the Electoral Commission as stated in Section 5 of the Electoral Commission Act require that the Electoral Commission:

- Compile and maintain a register of parties;
- Undertake and promote research into electoral matters;
- Develop and promote the development of electoral expertise and technology in all spheres of government;
- Continuously review electoral laws and proposed electoral laws, and make recommendations;
- Promote voter education;
- Declare the results of elections for national, provincial and municipal legislative bodies within seven (7) days of those elections; and
- Appoint appropriate resources in any sphere of government to conduct elections when necessary.

The Electoral Commission currently operates in approximately 270 municipal electoral offices, nine (9) provincial offices and ten (10) warehouses at national and provincial level.

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GENERAL TENDER CONDITIONS

1. These conditions form part of the tender and failure to comply with these may invalidate a bid.
2. The following definitions shall apply:
 - (a) “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
 - (b) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
 - (c) “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
 - (d) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations and advertised competitive bidding processes;
 - (e) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); together with the Broad-Based Black Economic Empowerment Amendment Act, 2013 (Act No. 46 of 2013)
 - (f) “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
 - (g) “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
 - (h) “contract” means the agreement (including a service level agreement) that results from the acceptance of a bid by the Electoral Commission;
 - (i) “EME” means any exempted micro enterprise with an annual total revenue that is less than the prescribed threshold value;
 - (j) “firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
 - (k) “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
 - (l) “non-firm prices” means all prices other than “firm” prices;
 - (m) “person” includes a juristic person;
 - (n) “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable duties and taxes;
 - (o) “service provider” means any individual or entity that is contracted by the Electoral Commission to render goods or services.
 - (p) “specific goal” means specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000

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- (q) “state” means any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act (the PFMA), 1999 (Act No. 1 of 1999), any municipality or municipal entity, provincial legislature, National Assembly or the National Council of provinces; or Parliament;
- (r) “sub-contract” means the primary bidder/contractor’s assigning, leasing, making out work to, or employing, another person to support such primary bidder/contractor in the execution of part of a project in terms of the SLA/contract.

In the event that the primary contractor/bidder is purchasing or renting goods from another entity for the purposes of rendering the services required in respect of this tender the latter shall be deemed not to be a ‘sub-contractor’; and

- (s) “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007; and
 - (t) “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
3. The tender forms are drafted to ensure that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire/s (where applicable) or in a separate annexure/s.
 4. The tender forms shall not be retyped or redrafted but photocopies may be prepared and used. All photocopied pages must, however, be completed and signed/initialled in original ink as stipulated.
 5. Additional offers may be made for any item in response to this tender but only on a photocopy of the applicable page/s. Additional offers made in any other manner may be disregarded.
 6. Tenders will not be qualified by the tenderer’s own conditions of tender. Failure to comply with this requirement shall invalidate the bid.
 7. Failure on the part of the tenderer to *sign/initial all applicable pages (where a provision to sign has been provided)* of this tender form and thus to acknowledge and accept the conditions in writing shall invalidate the bid submission.
 8. Failure on the part of the tenderer to complete the attached forms, questionnaires and specifications document in all respects may invalidate the bid submission. Failure to complete mandatory forms/schedules shall invalidate the bid submission.
 9. All changes/ alterations in the tender document should be signed/initialled. Failure on the part of the tenderer to sign/initial any alterations and/or corrections made to information provided in this tender form may invalidate the tender submission.
 10. No correction fluid/tape or similar products will be allowed and the use thereof on any page of the tender document may invalidate your bid submission.
 11. **Any changes/ alterations to pricing that are not signed/ initialled are considered material, and shall invalidate the bid submission. Correction fluid/tape or similar products will not be allowed to amend prices and the use thereof shall invalidate the bid submission.**
 12. **Comprehensive completion of the pricing schedules in this bid document is compulsory. Where pricing is not charged, same should be denoted as not applicable (N/A). Failure to complete all the required pricing schedules in detail required shall lead to the disqualification of a bid.**
 13. Information/detail provided on completed tender forms must be legible and ink must be used. Tender forms completed and signed mechanically, e.g. by means of a typewriter/computer or a signature/initial by means of a stamp are deemed to have been completed in original ink. Pencil must not be used as it shall lead to the disqualification of the bid submission.

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14. Tenderers shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated. Incomplete bid submissions (i.e. with missing pages) shall be disqualified.
15. Tender prices must be all inclusive, including VAT in respect of all vendors registered for VAT purposes. Non-VAT registered bidder shall not charge nor be eligible for the payment of VAT.
16. Tender prices for supplies in respect of which installation/ erection/ assembly is a requirement, shall include ALL costs inclusive of VAT on a basis of delivered on site as specified.
17. The Electoral Commission shall only accept bids at prices that are market related. In the event that a bid is deemed to not be market related the Electoral Commission reserves the right to negotiate prices in accordance with the provisions of the SCM policy in order to achieve a market related price or cancel the tender altogether.
18. National Treasury has placed an obligation on all bidders that intend doing business with government to register on its Central Supplier Database (CSD). The Electoral Commission will not contract any tenderer that is not registered on the CSD.
19. It is an absolute requirement that the tax affairs of the successful tenderer must be in order.
20. An entity's tax compliance status is indicated on the Central Supplier Database (CSD). The Electoral Commission will only contract tenderers whose tax status is compliant. This means that if a tenderer has a non-compliant tax status before the award is completed the bid will be disqualified if that tenderer's tax affairs remains non-compliant as per the provisions of National Treasury Instruction 9 of 2017/2018. It remains the bidder's responsibility to ensure that their taxes are in order, remain in order and that this is reflected on the CSD. The bidder must also ensure that all sub-contractors (if applicable) are tax compliant.
21. Bids must be submitted based on firm tender prices and delivery periods, unless otherwise stated in the bid specifications. Consequently, tenderers must clearly state whether prices and delivery periods will remain firm for the duration of the SLA/contract or not.
22. When the SLA/contract is awarded on the basis of firm prices, contract prices may be adjusted during the contract period only if:
 - (a) customs or excise duty or any other duty, levy or tax (excluding any anti-dumping and countervailing duties or similar duties), is introduced in terms of any Act or regulation; or
 - (b) any such duty, levy or tax is legally changed or abolished; and
 - (c) the onus of proof of the effect of such events is placed upon the tenderer.
23. If non-firm prices are provided for in the bid specifications, the following rules shall apply:
 - (a) In respect of any factors which demonstrably have an influence on the production cost of the supplies or the cost of rendering the services which have been tendered on the basis of non-firm prices, price adjustments which become effective during the contract period may be allowed with effect from the date of the change in cost and founded on the actual direct change in the cost as used in the calculation of the tender price, in addition to those provided for.
 - (b) Where the tenderer is the manufacturer of the supplies or the provider of the service, or where he/she/they is the accredited agent of the manufacturer or the provider, evidence in support of the price adjustments claimed shall be produced on demand.
 - (c) As an alternative, the bidder may specify a formula in the bid submission for the purpose of adjusting prices in accordance with published indices.
 - (d) Where the tenderer is not the provider of the service, or where he/she/they is not the accredited agent of the provider, any price adjustment shall be based on the increase or reduction to the tenderer in the net cost of the supplies on which the tender price was based.

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When any such increase or reduction in costs occurs, the tenderer shall submit copies of the quotation or price list with reference to which the tender price as calculated, as well as the revised quotation or price list on which the claim is based.

24. Where prices are subject to exchange rate fluctuations, tenderers must take that factor into account when bidding and, where necessary, should ensure that they have taken the necessary forward cover to provide for possible price increases. When applicable, specific detail to this effect should be included in the bid submission.
25. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
26. Unconditional discounts offered by any tenderer as part of their bid submission may be considered by the Electoral Commission at its sole discretion in the bid adjudication process. Any other discounts offered by any tenderer will be taken into consideration for payment purposes.
27. The bid specifications form an integral part of the tender document and tenderers shall indicate in the space/s provided whether the specific goods and/or services offered are according to specification or not.
28. In cases where the goods and/or services offered are not according to specification, the deviations from the specifications must be indicated. Specifications may not, however, be changed on the tender forms provided as that shall invalidate a bid submission.
29. Unless specifically provided for in the tender document, no bids transmitted by facsimile or email will be considered.
30. Tenderers are requested to promote local content as far as possible.
31. A service level agreement (SLA/contract) shall be entered into with the successful tenderer.
32. Unless otherwise stipulated, all tools/equipment needed must be supplied by the successful tenderer.
33. Any tenderer found to be influencing the tender adjudication process shall be automatically disqualified and not accepted for consideration.
34. In accordance with the Electoral Commission's policy, the Electoral Commission reserves the right to procure goods/services outside of the SLA/contract if, *inter alia*, an emergency arises; the service provider's point of supply is not situated at or near the place where services are required or, if the service provider's services are not readily available.
35. The Electoral Commission reserves the right to negotiate the extension of the SLA/contract at its sole discretion with due regard to any statutory provisions imposed by National Treasury at the time of considering such extension.
36. The Electoral Commission may, at its sole discretion, resolve to procure lesser or additional goods/services as provided through the tender should the need arise. Any such change in the scope of services shall be negotiated with the successful tenderer if and when relevant with due regard to any statutory provisions imposed by National Treasury at the time of considering such.
37. Bid submissions received by the Electoral Commission and bid evaluation, assessment and adjudication reports that may contain sensitive information relating to any specific bids are not available for perusal by the public.
38. All information supplied by the Electoral Commission will be in the strictest confidence and will remain the proprietary information of the Electoral Commission. No tenderer will be permitted to disclose any such information to any third party without the prior express consent and/or written authority and/or consent of the Electoral Commission.
39. Should the tenderer fail to comply with any of the conditions of the SLA/contract, the Electoral Commission shall be entitled, without prejudice to any of its other rights, to:

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- (a) arrange for the alternative execution of the service/s not rendered or not in conformity with the specifications of the SLA/contract; and
 - (b) recover all costs, losses or damages it has incurred or suffered as a result of the tenderer's conduct; or
 - (c) cancel the SLA/contract and claim any damages which it has suffered as a result of having to make less favourable arrangement due to such cancellation.
40. All acquisitions for goods and/or services made by the Electoral Commission are subject to the following conditions:
- (a) No variations from the terms and conditions herein contained, and no contrary stipulation by the tenderer shall be valid and binding unless confirmed by the Electoral Commission in writing.
 - (b) The Electoral Commission reserves the right to cancel any order if delivery is not made in due time and the tenderer will not be entitled to any cancellation fees.
 - (c) Part deliveries will only be accepted on prior arrangement with the Electoral Commission.
 - (d) If delivery is not met as per agreement, the Electoral Commission reserves the right to cancel the outstanding delivery, and recover all costs, losses or damages it has incurred or suffered as a result of the tenderer's conduct.
 - (e) No price adjustments shall be accepted unless stipulated in the tender document received and agreed to by the Electoral Commission. The tenderer will be obliged to sell at tendered prices.
 - (f) The award of the tender may be subjected to the negotiation of a market-related price with a bidder in accordance with the provisions of the SCM policy.
 - (g) The Electoral Commission shall not be responsible for any risk in relation to the goods before delivery.
 - (h) The Electoral Commission shall not be obliged to pay for any goods with any deviation from the agreed specification and quality.
 - (i) The Electoral Commission shall be entitled to return any goods with defects or deviations from the agreed specification without consent from the tenderer.
 - (j) The service provider shall submit a valid tax invoice where the service provider is VAT registered, or a valid invoice if the service provider is not VAT registered, conforming to tax law requirements, to the Electoral Commission. The invoice amount shall correspond with the order amount and shall be VAT inclusive, where applicable.
 - (k) Details provided on invoices issued to the Electoral Commission must correspond to the details of the service provider as registered on the Central Supplier Database (CSD). It remains the service provider's responsibility to ensure that details are correct to enable the Electoral Commission to effect any payments due to the bidder.
 - (l) Payment shall be effected within 30 days of receipt of a valid invoice/s together with a statement of the Electoral Commission's account, unless a dispute arises in respect of such invoice/s. Every effort shall be made to take advantage of special discounts.
 - (m) To avoid unnecessary delays in payment, it remains the tenderer's responsibility to ensure that banking details are correct and validated on the Central Supplier Database (CSD). The Electoral Commission will not be liable for interest accrued on overdue accounts where the tenderer has not resolved their incorrect banking details on the CSD.
41. No damages shall be claimable by the Electoral Commission in respect of any reasonable period of delay which the tenderer can prove to the satisfaction of the Electoral Commission to be directly due to unforeseen events and/or any *force majeure*.

CONTENTS OF THIS PAGE NOTED:

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42. If the execution of any SLA/contract entered into is likely to be delayed or is in fact being delayed on account of any reason, full particulars of the circumstances shall be immediately reported in writing to the contact person stated in the service level agreement (SLA/contract), and at the same time the service provider shall indicate the extension of the delivery/completion period which will then be required.
43. If information required in respect of any item in the tender document cannot be adequately inserted in the space provided, additional information may be provided on a separate sheet of paper with a clear and accurate reference to the item and page of the tender document.
44. Tenderers may, at the discretion of the Electoral Commission, be requested to submit samples or prototypes, make presentations and/or written submissions in order for the Electoral Commission to assess compliance with tender conditions and specifications.
45. Scoring in respect of this tender will be based on the provisions of the Preferential Procurement Policy Framework Act, 2000 (PPPFA) and Preferential Procurement Regulations, 2022. Only valid B-BBEE status level certificates, CIPC B-BBEE certificates or B-BBEE affidavits are acceptable, and these will be subject to verification and validation.
46. The following preference point systems are applicable to bids of the Electoral Commission:
- the 80/20 system for goods and/or services with a Rand value equal to or below R50,000,000 (all applicable taxes included);
 - the 90/10 system for goods and/or services with a Rand value above R50,000,000 (all applicable taxes included); and
 - if it is unclear which preference point system will be applicable, then either the 80/20 or the 90/10 preference point system will apply and the lowest acceptable bid will be used to determine the applicable preference point system.
47. **The value of this tender is estimated to exceed R50,000,000 (all applicable taxes included) and therefore the 90/10 scoring system shall be applicable.**
48. Preference points for this bid shall be awarded for:
- Price (80 or 90 as applicable); and
 - Specific goal(s) (a maximum of 20 or 10 as applicable).
49. A maximum of 80 or 90 points is allocated for price on the following basis:
- $$80/20 \text{ or } 90/10 \quad P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$
- 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
50. In terms of Regulation 3(b) of the Preferential Procurement Regulations, 2022 preference points must be awarded to a tenderer for specific goal(s) in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points 80/20	Number of Points 90/10
1	20	10
2	18	9
3	14	6
4	12	5

CONTENTS OF THIS PAGE NOTED:

.....
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5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

51. Tenderers who qualify as exempted micro enterprises (EMEs) in terms of the B-BBEE Act and its codes must submit a CIPC B-BBEE certificate or B-BBEE sworn affidavit (with the exception of sector codes).
 - (a) For EMEs falling under a sector charter, the tenderer must submit a B-BBEE document in compliance with the applicable sector code.
52. Tenderers who qualify as qualifying small enterprises (QSEs) in terms of the B-BBEE Act and its codes must submit a B-BBEE sworn affidavit or B-BBEE status level certificate as applicable.
 - (a) QSEs with at least 51% black ownership must submit a B-BBEE QSE sworn affidavit.
 - (b) QSEs with 50% or less black ownership must submit their valid B-BBEE status level certificate, issued by a Verification Agency accredited by South African Accreditation System (SANAS) substantiating their B-BBEE claims. A black-owned QSE may be measured in terms of the QSE scorecard should it so choose and therefore may also provide a valid B-BBEE status level certificate issued by a Verification Agency accredited by SANAS substantiating their B-BBEE claims.
53. Tenderers other than EMEs or QSEs must submit their valid B-BBEE status level certificate issued by a Verification Agency accredited by South African Accreditation System (SANAS), substantiating their B-BBEE claim.
54. Failure on the part of a tenderer to submit a sworn affidavit, or a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) together with the bid, will be interpreted to mean that preference points for specific goals are not claimed.
55. In order to validate the credibility of the information recorded on the B-BBEE verification certificate, sworn affidavit or CIPC B-BBEE certificate the Electoral Commission requires all applicable supporting documents.
56. An incorporated joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
57. A trust, consortium or unincorporated joint venture will qualify for points for its B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE status level certificate as if it were a group structure and that such a consolidated B-BBEE status level certificate is prepared for every separate bid.
58. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
59. Start-ups that are EMEs but wish to tender for contracts of R10 million in value or above, must be verified using the QSE scorecard. For tenders of R50 million in value or above start-ups must be verified using the generic scorecard.
60. A person will not be awarded points for specific goals if it is indicated in the bid document that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for.
61. A person awarded a SLA/contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned.

CONTENTS OF THIS PAGE NOTED:**SERVICE PROVIDERS INITIALS / SIGNATURE**

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62. The Electoral Commission reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preference points, in any manner required by the Electoral Commission. In the event that no response is received from the issuer of the certificate after 48 hours or the tenderer, no specific goal points will be allocated in the final scoring.
63. A tenderer who's bid is acceptable will be awarded a contract based on lowest acceptable bid, which is market related, subject to section 2(1)(f) of the PPPFA, in addition to complying with all the other requirements, such as, meeting the technical specifications and satisfying the Electoral Commission's due diligence audit requirements which entails confirmation of the bidder's capacity, capability and ability to render the goods/services in accordance with the tender conditions/ specifications.
64. Points scored will be rounded off to the nearest 2 decimal places.
65. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of points for specific goals.
66. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
67. Any legal person may make an offer or offers in terms of this invitation to bid.
68. 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 tenderer or his/ her authorised representative declare his/ her position in relation to the evaluating/ adjudicating authority, where:
 - (a) the tenderer is employed by the state; and/or
 - (b) 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.
69. The Public Service Administration Management Act 11 of 2014 prohibits public servants from conducting business with the state or being a director of a public or private company that conducts business with the state.
70. The Electoral Commission may cancel the tender for reasons that may include *inter alia*:
 - (a) Changed circumstances – There is no longer a need for the goods/services.
 - (b) Funds are no longer available to cover the total envisaged expenditure.
 - (c) No acceptable bid is received.
 - (d) There is a material irregularity in the tender process.
 - (e) If the price offered by a tenderer scoring the highest points is not market-related.
71. This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the general conditions of contract (GCC) and, if applicable, any other special conditions of contract.
72. The Electoral Commission reserves the right not to award the tender to a bidder that has affiliations with any registered political party/parties, candidate(s) or contestant(s)".

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BID SUBMISSION

This standard bidding document must be completed by the tenderer and forms part of all bids.

In the case of a consortium or joint venture, every member of the consortium or joint venture must complete the questionnaire.

In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s each subcontractor must complete the mandatory tender forms **13 to 25-** Tender Questionnaire, financial information, deliveries and guarantees, bidder's disclosure, POPIA consent and Political Party affiliation declaration.

Separate forms must be used in each case.

Failure to complete and sign/initial all applicable pages (where a provision to sign has been provided) of this document in original ink shall invalidate your bid.

Where space provided is insufficient, annexes must be submitted with the relevant information.

False documents and/or the omission of information may invalidate your bid.

The form serves as a declaration to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

Any bid may be disregarded if the tenderer or any of its directors or shareholders has:

- abused the Electoral Commission's supply chain management system;
- committed fraud or any other improper conduct in relation to such system; or
- failed to perform on any previous contract.

Prospective tenderers must register on the National Treasury Central Supplier Database (CSD) prior to submitting their bids. Failure to register on the CSD shall invalidate your tender.

A tenderers tax affairs must be in order to be considered in the adjudication of this tender. A tenderer's tax compliance status is reflected on the national treasury central supplier database (CSD).

A tenderer's tax compliance status shall apply as it was at the time of the award of the tender. The tender shall only be awarded to a tenderer that is tax compliant. The electoral commission verifies tax status against the CSD. Any bid with a non-compliant tax status shall be rejected at the time of the award of the tender. Tax non-compliant tenderers are, therefore, encouraged to continuously monitor their tax compliance status on the CSD and must ensure that their status reflects as tax compliant. tenderers must resolve any pending tax issues with SARS timeously as it takes time for status changes to be effected from the SARS Tax Compliance System (TCS) to the CSD.

Although not all the information requested hereunder might be relevant to the specific requirements of this tender, you are requested to complete the document with as much relevant detail as possible.

The information may be used during the bid evaluation process of the tender.

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TENDER QUESTIONNAIRE

Important note: Where more space is required for additional information please use photocopies of the applicable page/s. However, all pages **must** be completed and signed in original ink.

1. Name of business entity (tenderer):
2. Company CIPC registration number (if applicable):.....
3. Central Supplier Database (CSD) registration number:

M	A	A	A						
---	---	---	---	--	--	--	--	--	--

Your unique registration number as provided above will be used to capture your company details as a vendor to the Electoral Commission. The Electoral Commission will draw your registration detail and tax compliant status from the National Treasury Central Supplier Database (CSD) and any changes (including banking details) you effect to your registration on the CSD will automatically update your registration as a vendor to the Electoral Commission. Detail provided on invoices issued to the Electoral Commission must correspond to the detail of your company as registered on the CSD. It remains your responsibility to ensure that details are correct to enable the Electoral Commission to effect any payments due to you.

4. Contact person (person representing tenderer):
5. Contact number:
6. Cellphone number:
7. eMail address:
8. Physical address of tenderer:

.....Postal Code:

9. Type of Company/Enterprise [TICK APPLICABLE BOX]

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

10. Describe Principal Business Activities

.....

11. Company Classification [TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional
- ☐ Other, e.g. transporter, *et cetera*. _____

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

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13. The names of directors/ members of companies are drawn from the Central Supplier Database (CSD). Please provide the detail of any directors/ trustees/ shareholders/ members/ partners or any person having a controlling interest and their individual identity numbers that do not appear on your CSD registration in the table below.

Full Name	Identity Number	Designation

14. Enterprise size Classification (Tick one applicable to your company):

EME	
QSE	
Generic	

15. Please stipulate the B-BBEE status level of contribution as it appears on the certificate/affidavit for your entity

16. Is the entity an exempted micro enterprise (EME) for the purposes of the Preferential Procurement Regulations, 2022?

17. Has a B-BBEE status level verification certificate/affidavit been submitted?

YES		NO	
YES		NO	

18. If yes, who issued the certificate?

A verification agency accredited by the South African National Accreditation System (SANAS)	
Commissioner of Oaths in the case of an applicable sworn affidavit	
CIPC	

All tenderers must submit sworn affidavits or status level certificates together with their bid documentation in support of and confirming the B-BBEE status level indicated above. Failure to submit the affidavit or certificate will result in a tenderer being deemed as a non-compliant contributor and a status level of zero (0) will be allocated.

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19. Compulsory supporting documents for B-BBEE claims

OWNERSHIP	DOCUMENTS REQUIRED
Black ownership Black female ownership	B-BBEE Status level certificate/ CIPC B-BBEE certificate/ B-BBEE sworn affidavit Proof ownership (share certificates for companies/ CK1 or CK2 for CCs) IDs for all owners
Black people with disabilities	Completed form EEA1 Doctor's letter confirming disability
Financial year end and Ex Officio confirmation	Disclosure certificate not older than 3 months

All tenderers must submit sufficient supporting documents together with their bid documentation in support of and confirming the specific goals claimed above. Failure to submit the documents will result in a tenderer being deemed as non-compliant and zero points (0) will be allocated for specific goals. If the tenderer is owned by juristic persons, proof of ownership must be submitted for all entities until all natural persons are accounted for.

20. Questionnaire to foreign bidders:

Are you the accredited representative in South Africa for the goods/ services/ works offered? [If YES, enclose proof]

Are you a foreign based supplier for the goods/ services/ works offered? [If YES, answer the questionnaire below]

Is the entity a resident of the republic of South Africa (RSA)?

Does the entity have a branch in the RSA?

Does the entity have a permanent establishment in the RSA?

Does the entity have any source of income in the RSA?

Is the entity liable in the RSA for any form of taxation?

YES		NO	
YES		NO	
YES		NO	
YES		NO	
YES		NO	
YES		NO	
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 via e-Filing through the SARS website www.sars.gov.za.

21. Legal status of tenderer (tick one box)

Principal tenderer		
Subcontractor		% of work will be subcontracted*
Consortium		
Joint venture (JV)		
Other, specify		

In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s, each subcontractor must complete the tender questionnaire as well as the bidder's disclosure (SBD4).

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Separate forms must be used in each case.

In line with the National Treasury Instruction 9 of 2017/2018 the tax affairs of subcontractors must also be in order on the Central Supplier Database (CSD).

In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/ PIN/ CSD number.

22. Employment Equity Act (EEA) (Chapter VI – General Provisions: State Contracts)

23. In terms of Section 53(1) of the EEA every employer that makes an offer to conclude an agreement with any organ of state for the furnishing of suppliers or services to that organ of state or for the hiring or letting of anything:

23.1 must-

- (i) if it is a designated employer, comply with Chapters II and III of this Act; or
- (ii) if it is not a designated employer, comply with Chapter II of this Act; and

23.2 attach to that offer either-

- (i) a certificate in terms of subsection (2) which is conclusive evidence that the employer complies with the relevant Chapters of this Act; or
- (ii) a declaration by the employer that it complies with the relevant Chapters of this Act, which, when verified by the Director-General, is conclusive evidence of compliance.

24. In terms of Section 53(2) of the EEA an employer referred to in subsection (1) may request a certificate from the Minister confirming its compliance with Chapter II, or Chapters II and III, as the case may be.
25. In terms of Section 53(3) a certificate issued in terms of subsection (2) is valid for 12 months from the date of issue or until the next date on which the employer is obliged to submit a report in terms of section 21, whichever period is the longer.
26. In terms of Section 53(4) a failure to comply with the relevant provisions of this Act is sufficient ground for rejection of any offer to conclude an agreement referred to in subsection (1) or for cancellation of the agreement*.

* Statutory regulations may require that supplies and services shall not be procured for and on behalf of the State, unless an employer has attached to its offer a certificate in terms of Section 53(l)(b)(i) or a declaration in terms of Section 53(l)(b)(ii) of the Employment Equity Act.

27. Is your company a designated employer in terms of the Employment Equity Act (EEA)? (Act 55 of 1998)

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

28. Does your company comply with Chapter III of the Employment Equity Act? (Act 55 of 1998)

YES		NO		EXEMPT	
-----	--	----	--	--------	--

29. In respect of the EEA requirements above, please attach either:

29.1 A certificate in terms of Section 53(2) of the EEA which is conclusive evidence that the employer complies with the relevant Chapters of the EEA; or

An employer may request a certificate from the Minister confirming its compliance with Chapter II, or Chapters II and III, as the case may be.

29.2 A declaration by the employer that it complies with the relevant Chapters of the EEA, which, when verified by the Director-General, is conclusive evidence of compliance.

30. Tenderers must monitor developments around the EEA in order to be informed of any changes in the statutory requirements.

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31. In the event of subcontractors being used to render the services required in terms of this tender, the principal tenderer must complete the schedule below in order to clearly indicate which entities will be subcontracted as well as the percentage of work to be subcontracted to each of these entities in relation to the total value of the contract.

Name of Company to be Subcontracted	% Value of Total Contract Allocated to Subcontractor
Total % of Work to be Sub-contracted*	 %

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

CONTENTS OF THIS PAGE NOTED:

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FINANCIAL INFORMATION

32. What is the company's annual average turnover during the previous three financial years or such lesser period during which the business has been operating?

Financial Year (e.g. 2022, 2023, 2024)	Annual Turnover	Gross Asset Value	Net Asset Value
	R	R	R
	R	R	R
	R	R	R
	R	R	R

33. Please provide the following figures in respect of the most recent audited financial statements:

Figures are provided for the audited financial statement of (State Year)

- o Total current assets R.....
- o Inventory R.....
- o Prepaid expenses R.....
- o Current liabilities R.....

34. Is your company listed on the Stock Exchange?

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

35. Are the prices quoted firm for the full period of the contract?

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

If the tender prices are not firm for the full period, provide details against the appropriate category(s) below:

Non-firm prices, i.e. prices linked to statutory adjustments and other proven adjustments.

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

Explanation:

Prices linked to fixed period adjustments.

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

Prices linked to escalation formula adjustments.

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

Explanation: Note that for the purpose of price comparisons, the actual price inclusive of VAT that the Electoral Commission will have to pay over the contract period will be used, unless otherwise stipulated in the detailed specifications

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DELIVERABLES AND GUARANTEES

36. Is the delivery period stated in the tender firm?

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

37. Do you confirm that the required goods/services are guaranteed in terms of any specific guarantees that may be required in the bid specification?

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

38. Are you the accredited representative in the Republic of South Africa of the manufacturer of the equipment offered by you?

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

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's Declaration

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/ NO

- 2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest¹ in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

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2.2.1. If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/ NO

2.3.1 If so, furnish particulars:

.....

3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in

² 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.

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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.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/2022 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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POPIA CONSENT AND POLITICAL PARTY AFFILIATION DECLARATION

1. CONSENT TO PROCESS INFORMATION ACCORDING TO THE PROTECTION OF PERSONAL INFORMATION ACT (POPI ACT) - POPIA

- 1.1. By participating in tenders of the Electoral Commission a bidder gives consent and accepts that the information they provide will be used for purposes of evaluation and adjudication of bids. This includes use of the data provided by a bidder to perform due diligence checks involving the collection of personal data from third parties (e.g. clients of the bidder(s), SARS, CIPS) to validate claims and to gather important information for the purpose of evaluation and adjudication of this bid. This may include the collection of publicly available data.
- 1.2. By participating in the bid the bidder gives consent and accepts that the Electoral Commission may use personal data to investigate potential risk such as fronting, criminal conduct, unethical conduct for the protection of its rights and for the purpose of evaluation and adjudication of this bid. The Electoral Commission may also share personal data with relevant authorities for investigation of criminal conduct and for other lawful purpose.
- 1.3. The bidder accepts that the Electoral Commission may share their personal data with third parties to support its internal and external audit processes.
- 1.4. The bidder acknowledges that their personal data will be kept confidential and will be used for the purpose intended for a bid and will not be shared with third parties for unrelated or unlawful purposes. In addition, the information will be handled in line with record retention guidelines and be disposed of when the timelines in the guidelines have been reached. Any request for deletion of personal information will be acceded to in line with legislative requirements. Should such deletion impact on the evaluation, adjudication, awarding and contract phases a bidder will be informed and such impact effected.

2. POLITICAL PARTY AFFILIATION DECLARATION

The Electoral Commission reserves the right not to award the tender to a bidder that has affiliations with any registered political party/parties, candidate(s) or contestant(s)".

- 2.1 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have an affiliation with any registered political party/parties, candidate or contestant?

Delete whichever is not applicable

YES	NO
-----	----

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2.1.1. If so, furnish particulars:

.....

I certify, that:

I have read and I understand the contents of this consent to the provisions set out in respect of the Protection of Personal Information Act (POPIA) and Political Party Affiliation.

- 2.2 I certify that the information furnished in this bid submission, which includes the information stated in respect of the applicable forms, is true and correct. I accept that the Electoral Commission may reject the bid or act against me should this declaration be found not to be true and complete in every respect.
- 2.3 Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
- 2.4 I hereby bid to render all or any of the services described in the attached documents to the Electoral Commission on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices including VAT and on the terms regarding time for delivery and/or execution inserted therein.

I agree that:

- a) the offer herein shall remain binding upon me/us and open for acceptance by the Electoral Commission during the validity period indicated and calculated from the closing time of the tender;
- b) this tender and its acceptance shall be subject to the terms and conditions contained in the general tender conditions of the Electoral Commission with which I am/we are fully acquainted;
- c) I/we agree that my/our bid shall be valid for a period of 6 (six) months (180 Calendar days) and
- d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid.
- 2.5 I furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract/service level agreement and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 2.6 I hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
- 2.7 I agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgement which may be pronounced against me/us by a court of law as a result of such action.
- 2.8 Confirmation is granted that SARS may, on an ongoing basis during the contract term, disclose my/our (including that of subcontractors, partners and undisclosed principals) tax compliance status to the Electoral Commission for purposes of verifying my/our tax compliance status with SARS.

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- 2.9 Notice has been taken of the tender document including all the relevant forms and the General Tender Conditions contained in this tender document, the content of which is understood.
- 2.10 It is confirmed that the required tender forms have been completed in full and signed.

.....
Name and Surname in Print

.....
Signature

.....
Position

.....
Name of Bidder (Bidding Entity)

Date.....

CONTENTS OF THIS PAGE NOTED:

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PENALTIES

1. PENALTIES AS PER THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

If the Electoral Commission is of the view that a tenderer submitted false information regarding a specific goal it will follow the prescriptions as per regulation 9 and if the Electoral Commission concludes that such information is false it may -

- disqualify the tenderer or terminate the contract in whole or in part; and
- if applicable, claim damages from the tenderer.

2. PENALTIES AS PER THE B-BBEE ACT

It is contrary to the B-BBEE Act for a measured entity to trade with an invalid/ inconclusive or incorrect B-BBEE verification certificate, sworn affidavit or CIPC certificate.

Trading with an invalid or fraudulent B-BBEE certificate or sworn affidavit/ CIPC certificate may constitute an offence in terms of section 13O(1)(a) of the B-BBEE Act, which states that a person commits an offence if that person knowingly misrepresents or attempts to misrepresent the B-BBEE status of an enterprise, and the B-BBEE Commission may institute an investigation in terms of section 13J of the B-BBEE Act.

In addition, section 13A of the B-BBEE Act has empowered organs of state to cancel any contract or authorisation awarded on account of false information knowingly furnished by or on behalf of an enterprise in respect of its B-BBEE empowerment status.

If an entity is found to have violated the B-BBEE Act, the B-BBEE Commission is empowered to act accordingly as guided by the B-BBEE Act and this can result in the entity that violated the B-BBEE Act to be fined up to 10% of its annual turnover, and individuals involved could be imprisoned for up to 10 years, and/ or fined. Specifically, the offence under section 13O (2) could lead to imprisonment of up to 12 months, or a fine, or both the fine and imprisonment.

In terms of section 13O (2) a procurement officer or any official of an organ of state who becomes aware of the commission of, or attempt to commit any offence referred to under section 13O (1) and fails to report it, is guilty of an offence.

Any person convicted of an offence in terms of the BBEEA may not, for a period of 10 years from the date of conviction, contract or transact any business with any organ of state or public entity and must for that purpose be entered into the register of tender defaulters which the National Treasury maintain for that purpose.

CONTENTS OF THIS PAGE NOTED:

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BID EVALUATION

IMPORTANT NOTICE:

The under-mentioned requirements form an integral part of the bid assessment and bid evaluation processes that will be followed by the Electoral Commission. Please note that bids that do not conform to the primary compliance requirements indicated in Section A will not be considered. The bid evaluation requirements below must be read together with the bid evaluation criteria that may form part of the bid specifications.

A Acceptance or Rejection of Bid (Primary Compliance Verification)

Legality of bid document:

The following shall lead to disqualification:

- i. Non-compliance with tender rules
- ii. Failure to attend a COMPULSORY briefing session (if applicable).
- iii. Failure to return all applicable pages of the tender document that must be signed/initialled.
- iv. Failure to complete tender forms in original ink.
- v. Failure to sign/ initial all applicable pages **(where a provision to sign has been provided)** of the tender document. Signing of the Bidder's Disclosure and Declaration is deemed equivalent to signing that specific page and/or signing the page represents signing the Bidder's Disclosure and Declaration.
- vi. Any changes/ alterations to pricing that are not signed/ initialled and/ or the use of correctional fluid/ tape or any similar product in respect of pricing in the tender document.
- vii. Any changes to the tender specifications (unless formally agreed to by the Electoral Commission and recorded as such before the closure of the tender).
- viii. Failure to complete and sign all affidavits, certificates, declarations and annexures contained in the tender in original ink.
- ix. Failure to register on the Central Supplier Database (CSD).
- x. A non-compliant tax status

The following may lead to disqualification:

Failure to sign/initial any other alterations and/or corrections to the information submitted by the tenderer,
which the Electoral Commission may consider to be material.

Incomplete bid submission:

The following shall lead to disqualification:

- i. Rates and prices – schedules not completed as required.
- ii. Failure to submit obligatory written proposals/ explanations/ samples/ prototypes/ certificates or similar requirements.
- iii. In respect of subcontractors (>25%) or joint ventures or consortiums, failure to complete and submit the required tender forms (pages 13-25 of the tender document) or to submit evidence that your tax affairs are in order.

B Bid Evaluation

Inability to evaluate the tender:

Incomplete schedule of rates and prices.

Prices and information not furnished as specified and/ or required.

Incomplete written proposals/ submissions where required.

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Bids that qualify for bid evaluation purpose shall be subjected to the bid evaluation criteria as set out in the bid specifications.

Such bid evaluation shall include assessment and evaluation of the bidder's disclosure.

Tenderers should note that ALL information requested in terms of the bid submission is required and may be used for bid evaluation purposes.

General questionnaire (for completion by the tenderer) to ensure compliance with tender requirements/ rules/ conditions/ specifications:

Question	If YES, Mark YES*	If NO, Mark NO*
Are you duly authorised to sign the tender?		
Has the <i>Bidder's Disclosure</i> and <i>Declaration</i> been completed and signed?		
Have separate forms (pages 13-25) been completed for each member of a consortium, joint venture or subcontractor as specified in the tender document?		
Is the tender document complete – i.e. are all pages as well as compulsory returnables included/returned with your bid submission?		
The use of pencil to complete the tender forms will invalidate your bid. Have all applicable pages of this document been completed and signed or initialled in original ink by the signatory of the tender document?		
Have all corrections/alterations to information and or prices made on this document been certified/signed/initialled by the signatory of the tender document?		
Have you noted that the use of correction fluid/tape or any such products to amend prices shall invalidate your bid submission?		
Is your company (and any potential subcontractors) registered on the Central Supplier Database (CSD)? Please include a copy of your registration form in your bid submission.		
Are your tax affairs in order and reflected as being compliant on the Central Supplier Database (CSD)? As such, have you noted that your bid may be rejected at the time of awarding this tender if your tax status is non-compliant on the CSD?		
Have the General Tender Conditions been noted?		
Have the Bid Evaluation Criteria been noted?		
Has the Scope of Services been noted?		
Have prices been quoted VAT inclusive?		
Have a comprehensive written proposal and/or samples/ certificates/ <i>et cetera</i> as called for in this tender been prepared and submitted with the tender document?		

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SOUTH AFRICA

GEOGRAPHIC INFORMATION SYSTEM (GIS)

PROFESSIONAL SERVICES (PANEL OF SERVICE PROVIDERS)

IEC/ICT-06/2025

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1 **Introduction**

The Electoral Commission is required by the Constitution of the Republic of South Africa to conduct free, fair and credible national, provincial and municipal elections, including municipal by-elections. The Electoral Commission delivers its services and mandate through a network of local voting stations, voting districts and local offices spread around the country and located in every municipality and every province.

The ICT Department of the Electoral Commission provides a wide range of ICT and GIS services in support of business processes throughout the organisation. Given the cyclical nature of election business, and the fact that time pressures are often high, the department has a requirement to source specialist services from external sources to complement its internal capacity while also providing for seasonal and cyclical capacity demands.

The Electoral Commission uses GIS intensively to support and enable key business strategic operations in delimitation, voter registration, project tracking and management and spatial management reporting. GIS is key to the delivery of the mandate of the Electoral Commission.

The Electoral Commission is desirous to appoint a panel of service providers to provide Geographic Information System (GIS) professional support services at its national office in Centurion for a period of three (3) years with the possibility to extend for a further period which shall not exceed twelve (12) months. The decision to extend will be in the sole discretion of the Commission.

2 **Scope of Services**

The Electoral Commission seeks to appoint a panel of at most five (5) reputable service providers of GIS professional services to provide skilled GIS consulting personnel, who will supplement the Electoral Commission's internal human capital in the support, maintenance and enhancement of its GIS systems and processes, from which appropriate supplementary personnel may be sourced

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for specific GIS services, task or special projects for which the Electoral Commission does not possess the relevant in-house resource.

The resources required are grouped into the following service areas;

- a) GIS Operations (GIS Operators for mapping, spatial data maintenance and map production).
- b) GIS software application development, maintenance and support.
- c) Spatial database management and support.
- d) Geospatial data management and quality assurance
- e) Graphics design
- f) Specialised GIS consulting services

In addition to the supply of consulting personnel, service providers will be required to take full responsibility for its personnel in areas such as management, assurance of personnel performance, quality of service provided, and have the responsibility and contractual control for personnel supplied, including compliance with personnel payment, statutory tax and conditions of employment.

NOTE: Bids will only be considered from bidders whose core business is the management, resourcing and delivery of ICT related GIS projects and not only the provision of personnel as part of a body shop arrangement.

The services required will be on a time and material, i.e. on an “as and when required” basis. No retainer arrangements or payments are applicable. Most of the required services will be rendered to the Electoral Commission at its national office, where-ever it will be located, it is currently located at Election House, Riverside Office Park, 1303 Heuwel Avenue, Centurion. However, task directives may specify a different service point e.g. one of the nine (9) provincial offices for the duration of a task directive.

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3 **Detailed Services Requirements**

3.1 **Functional Areas**

The scope of services covers all functional areas of GIS, areas such as system analysis and design, GIS application development, GIS operations support and maintenance, etc., taking into account the ever increasing technology development into the use of online services, mobile services, artificial intelligence and cloud services that are underpinned by increased cyber security challenges. These technologies will from time to time influence the skills requirements to be procured through task directives.

Through this tender the Electoral Commission seeks to establish a facility that will provide access to skilled and experienced personnel. Personnel who are up to date in technologies with integrated views and experience online services, mobile services, artificial intelligence, cloud services and cyber security conscious.

The functional areas can be grouped and described as follows:

- a) **GIS Operations** – These are technical roles and services for GIS Operators, focusing on mapping, spatial data maintenance and map productions. Tasks will include geocoding, cartographic enhancements, production and printing of various types of maps, capturing of additional spatial or alphanumeric data, quality assurance of printed maps etc. with experience in the use (at an operational level) of MapInfo, ArcGIS, or other GIS software that will be specified at the time a request for services is made.
- b) **GIS Software Application Development and Maintenance** – This covers roles and services in application / systems development, maintenance and support for all GIS applications systems including custom developed applications. Skilled personnel in areas such as software development/programming, systems and business analysis.
- c) **Geospatial Data Management and Quality Assurance** – This provides for roles and services in GIS quality assurance and data management.

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Tasks will amongst others include data cleaning, topology validation, cross-verification between information in alpha databases against the respective geo-databases, housekeeping of allotted server directories, importing of new data sets, indexing of all digital GIS data, preparation of GIS data for external distribution, etc.

- d) **Spatial Database Management and Administration** – This provides for database administration services with special focus and emphasis on vector and raster data management.

e) Creative Designer

The Electoral Commission will require the resource(s) for the design of graphic elements for GIS applications. This area also provides for the acquisition of skills in the design, creation and preparation of graphic designs for publications such as atlas of results.

- f) **Specialised Consulting Services** – From time to time the Electoral Commission may require the services of specialised services and/or specialised advisory services.

- g) **Artificial Intelligence (AI)** – The Electoral Commission is investing in the use of Artificial Intelligence (AI) technologies. Access to consultants with specialized AI skills, expertise and experience is increasingly becoming critical to enable service delivery in election management.

- h) **Mobile Technologies** – The Electoral Commission has invested significantly in mobile technologies and online services, access to specialized skilled and experience personnel in this area of technologies is critical. Included in this requirement is mobile application development and infrastructure support and maintenance.

- i) **Cloud Solutions** – The development of cloud based solutions and access to services and facilities, is an area that requires constant and focussed attention which is underpinned by skilled and experienced personnel.

3.2 Technical Roles Specifications

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Bidders are required to familiarise themselves with the requirements and demonstrate that they have the required skills, experience and the capacity to provide the required resources as and when called upon to do so through the task directive process.

The purpose of this section is to provide a generalised guideline on each role, which must be understood within the applicable business operations and background ICT and GIS infrastructure to be serviced, in all cases formal training and tertiary qualifications in the relevant and applicable technologies and/or services will be required.

The roles specified below must be seen in context that understand and appreciate the ever evolving and developing technology space. The demands for role-players will equally evolve and development as business needs and technology requirements changes.

The skills requirements for role-players will increasingly integrate skills and experience in online services, mobile services, artificial intelligence, cloud services and cyber security. Likewise, the tools and solutions will evolve and develop from time to time.

The roles specified below are generic to provide a high level framework, details the actual role, skills and experience, including tools and technology specialisation will be detailed in the Task Directive which will be issued when inviting panel members to submit potential candidates. Each task Directive will be specific to the role, level of specialisation, project and length of deployment period.

Cloud GIS, or Geographic Information System (GIS) in the cloud, combines traditional GIS capabilities with the power of cloud computing. To succeed in this field, the Electoral Commission needs a blend of GIS-specific skills, cloud computing knowledge, and strong analytical abilities. These skills are crucial for working with and managing geospatial data in a cloud environment.

These roles will be required and sourced on a time material basis, as and when required there will be no retainer. In summary, when determining which skills

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may be required at different times during the term of the contract bidders must take note of the following scope of the GIS function at the Electoral Commission:

- a) Data Capture and Management.
- b) Data Analysis and Modelling. i.e. GIS goes beyond simply storing data.
- c) Mapping and Visualisation.
- d) Sharing and Collaboration.
- e) Decision Support and Problem Solving, etc.

The services/roles to be provided are:

3.2.1 GIS Operator

A technical role focusing on geocoding, mapping and map productions. Tasks will include cartographic enhancements, production and printing of various types of maps, capturing of additional spatial or alphanumeric data, quality assurance of printed maps etc. with experience in the use (at an operational level) of MapInfo, ArcGIS, geocoding, or other GIS software that will be specified at the time a request for services is made.

3.2.2 Spatial Business Analyst

This role requires experience and skills in systems and business analysis, a business process driven role. Knowledge of business process and associated process frameworks will be considered. Likewise, technical background with the ability to translate and integrate strategic business requirements into workable technical GIS design processes and procedures into technical GIS based business solutions.

The role requires formal skills and experience in systems analysis, design, development and maintenance, including supplementary skills in systems development life cycle (SDLC) frameworks and methodologies. The role may include day to day project supervisory activities.

Preference will be given to experience in thin/client, net-centric, web based internet technologies, mobile applications and/or networked technologies

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which are aligned or similar to those currently used at the Electoral Commission. Prior experience in GIS application development will be an added advantage.

3.2.3 GIS Quality Assurance

The role is for skilled and experienced GIS quality assurance and data management personnel. Tasks will amongst others include data cleaning, topology validation, cross-verification between information in alpha databases against the respective geo-databases, housekeeping of allotted server directories, importing of new data sets, indexing of all digital GIS data and preparation of GIS data for distribution.

Experience in the use (at an operational, applications and GIS data management level) of Arc-Editor or any other geospatial data editing package SQL queries and ability to demonstrate a history of successful management of GIS-related datasets, including data versioning.

3.2.4 Spatial Database Administrator (DBA)

A database administration role, requiring extensive experience in GIS spatial database management systems (DBMS), database design frameworks and methodologies, large and integrated database environments for online real-time processing. Knowledge, skills and experience in latest versions of Oracle Spatial and/or Microsoft SQL, on a predominantly Microsoft Windows and Linux operating systems' platform will be core. In addition, skills and experience in big data and unstructured databases may be a consideration.

This role provides for database administration services with special focus and emphasis on Oracle Spatial and/or other similar spatial database management systems. That is using spatial database management systems for hosting and management of all GIS datasets (vector and raster). Key roles require the ability to:

- a) Process vector or raster data from various formats and coordinate systems into a spatial database management system;

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- b) Perform geo-processing functions in Oracle Spatial.
- c) Schedule and maintain backups; and
- d) Create database designs and test scripts in order to support system development and testing.

The role includes performance monitoring, capacity planning, performance tuning, database design and configurations, data migration, database security, trouble-shooting, backup and data recovery.

3.2.5 GIS Application Developer/Programmer

These roles require services in GIS application/systems development, maintenance and support, with special focus on custom developed applications for desktop and mobile platforms. Skilled personnel in areas such as software development/programming. Experience in coding using Microsoft .NET framework and development tools such as Python, Java, C# or VB, as well as the relevant interfaces to SQL Server, Oracle spatial or other database management systems including Not-Only SQL databases.

3.2.6 Spatial Reporting Analyst

The role focuses on spatial management reporting. Experience in the use (at an operational, applications and GIS data management level) of MapInfo Professional /ArcGIS Advanced or any other strong thematic mapping GIS package and ability to demonstrate a history of successful spatial management reporting GIS-related datasets, including data visualisation techniques including graphs and charts.

3.2.7 Creative Designer

The role is for skilled and experienced creative designer. Tasks will amongst others include assembling map images, photographs, charts, tables, typography, or motion graphics to create a design piece. A graphic designer will create the graphics primarily for published, printed or electronic media, such as an atlas and GIS applications.

3.2.8 GIS Specialist Advisor

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This role requires extensive experience and background skills in the relevant and applicable GIS technologies and/or solutions. Amongst others, extensive experience in information technology, strategic planning, GIS information architecture, system design and development life cycle (SDLC) and technology integration are but some of the key areas in which a need may arise. Specialisation in the subject matter will be a key consideration.

3.2.9 GIS Solutions Architect

The GIS Solutions Architect will play a pivotal role in designing and implementing advanced GIS solutions and will contribute to innovative projects that enhance utility operations and data modeling. The role requires a deep understanding of GIS architectures to drive impactful solutions.

Roles and responsibilities will focus in the following areas:

- a) Design and implement comprehensive GIS solutions that align with business objectives and enhance operational efficiency.
- b) Collaborate with cross-functional teams to integrate GIS solutions into existing systems ensuring seamless functionality.
- c) Develop GIS architecture strategies that support scalable and sustainable infrastructure solutions.
- d) Lead efforts in GIS Data Modeling to optimize data management and improve decision-making processes.
- e) Provide technical expertise GIS to guide project development and execution.
- f) Analyze current systems and propose enhancements that leverage GIS technologies for improved performance.
- g) Oversee the deployment of GIS solutions ensuring they meet quality standards and project requirements.
- h) Conduct regular assessments of GIS systems to identify areas for improvement and innovation.

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- i) Monitor industry trends and advancements in GIS to keep solutions cutting-edge and competitive.
- j) Ensure compliance with industry standards and regulations in all GIS-related projects.
- k) Collaborate with stakeholders to understand their needs and translate them into effective GIS solutions.
- l) Drive initiatives that utilize GIS technologies to positively impact utility operations and societal benefits.
- m) Collaborate with IT and business stakeholders to deliver robust GIS infrastructure.
- n) Define and implement project roadmaps aligning business goals with technical execution.
- o) Manage project risks proactively and implement mitigation strategies.

3.2.10 GIS and Cloud Application Analyst

The Senior GIS and Cloud Application Analyst will be involved in the design, development, management and maintenance of GIS applications and infrastructure hosted on-premises and in the cloud. Included could online and mobile applications

Roles and responsibilities will focus in the following areas:

- a) Manage and maintain GIS systems hosted on-premises and in the cloud. the role may combine technical expertise in GIS systems with cloud computing knowledge.
- b) Addresses and resolves complex work issues that lower-level employees are unable to handle.
- c) Work with business users to determine hardware, software, and system functional requirements to maintain operations and production, as well as achieve business objectives.

CONTENTS OF THIS PAGE NOTED:

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- d) Analyze and optimize GIS application performance, and perform routine maintenance tasks.
- e) Ensure high availability and reliability of GIS services through effective load balancing, highly available architecture, and failover strategies.

3.2.11 Cloud GIS Engineer

This role supports the GIS team with a focus architecture of on premise and cloud-based systems, including doing on architecture related work. The role assists in the design, deployment, and maintenance of the enterprise GIS systems to support major business processes. This will contribute to GIS development efforts and support system reliability, scalability, and performance, systems which may in a hybrid cloud environment.

Roles and responsibilities will focus in the following areas:

- a) Assist with deploying and managing GIS solutions.
- b) Support the integration of cloud services with on-premises systems in a hybrid environment.
- c) Provide oversight, direction and contribution to the use of infrastructure as service for consistent and repeatable deployments.
- d) Help monitor and maintain GIS systems using resource health tools, and diagnostics.
- e) Perform updates, troubleshoot issues, and participate in routine maintenance of cloud-based and on-premises GIS components.
- f) Collaborate with other IT teams to implement basic security configurations and identity management using client and role-based access control.
- g) Follow established deployment procedures and assist in documenting infrastructure, configurations, and support processes.
- h) Provide support to GIS users and team members during planning,

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testing, and rollout of GIS services or updates.

4 **Technical Environment**

The ICT environment at the Electoral Commission is described in the following subsections and serves as a guideline for the underlying technical landscape in which all systems reside as well as the various service points around the country.

4.1 **National Presence**

As an organisation, the Electoral Commission is organised and operates from approximately 270 local offices around the country structured as follows:

- a) National office - Located in Centurion.
- b) 9 Provincial offices (PEOs) – Located in each of the 9 provinces, either in the provincial capital or in a major city in the province.
- c) 10 warehouses – A warehouse for each province, in the same city/town as the provincial office and one warehouse at national office.
- d) 213 municipal electoral offices (MEOs) – One in every local municipality, including eight (8) metropolitan councils.
- e) A variable number of satellite (sub-MEO) offices to provide additional capacity and point of presence in the big municipalities and metropolitan councils, the number of sites vary according to population size, population density, population distribution and capacity requirements from time to time.

A central national data-centre is at national office, all office locations are connected online to the data centre at national office and can communicate amongst themselves, linked together through wide area networks (WANs) and local area networks (LANs).

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4.2 Applicable Operational Systems and Technologies

The Electoral Commission has invested in a variety of GIS and ICT solutions running on various platforms integrating solutions that are on premise, in the cloud, online and mobile and also entering the artificial intelligence terrain.

Amongst others the Electoral Commission's GIS infrastructure and solution landscape is underpinned by the following solutions and tools:

The primary operating platform, network management and systems are underpinned by the following solutions:

- 1) Microsoft Windows – Primary operating software.
- 2) MapInfo and ESRI products – Primary mapping and editing software.
- 3) Microsoft SQL – Primary database management system (DBMS).
- 4) VMware - Virtualisation
- 5) Oracle spatial – Primary DMBS for GIS solutions.
- 6) Microsoft Visual Studio – Integrated Development Environ.
- 7) Team Foundation Server – Version control and solution builds
- 8) Cross-browser compatibility – for all public facing application systems.
- 9) tool.
- 10) Microsoft Exchange – emailing solution.
- 11) Microsoft IIS (internet Information Service)
- 12) Integration into online mapping and spatial tools
- 13) Linux.
- 14) Microsoft M365.
- 15) Microsoft Edge – Standard web browser for internal applications.
- 16) Microsoft .NET Core.
- 17) Android Studio.
- 18) Microsoft .NET framework – Primary custom application development tool.
- 19) *Application development tools* – HTML, XML, ASP.Net, Blazor, HTML 5, etc.
- 20) Microsoft Exchange – emailing solution.
- 21) Veritas.

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- 22) NetBackup.
- 23) High availability configurations.
- 24) Mobile device management solution.
- 25) Variety of solutions for performance monitoring, firewalls, etc.

Bidders are advised to take note of the above stated operational and systems environmental conditions into account in determining the kind of skills and capabilities which will be required to service this contract and for which they should be able to mobilise support personnel. This environmental context is will underpin all roles and services which may be required from time to time.

5 Management Processes

5.1 Contractual Arrangements

Successful bidders agreeing to participate on the resulting panel of service providers will be required to enter into a Service Level Agreement (SLA) with the Electoral Commission. The SLA will regulate the relationships and define the terms and conditions for all services and processes arising out of this bid.

The SLA will consolidate all agreed terms from the bid specification, bid response and all applicable policies and procedures of the Electoral Commission.

The terms and conditions of the SLA will be the same for all panel members, no special terms for any panel member this is done for ease of management and fairness in the implementation of the contract. That is, all panel members will sign a SLA which is in all material effect the same for all members. There is no retainer for being on the panel.

5.2 Personnel Selection and Service Allocation

Selection of personnel and/or allocation of services/projects will be done through a Task Directive process, a process which will be defined in the SLA. A process which will be used to source services and personnel/consultants, in short, a Task Directive is a service request for procuring services or personnel

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under this contract. A task directive is a form of a restricted bid limited to panel members only, it will specify the required services, associated terms and conditions including personnel capacity, skills and experience.

Unless otherwise specified in a task directive, all services required will be delivered at the Electoral Commission's national office in Centurion. However, should the need arise selected personnel will generally be expected to be prepared to travel around the country to support local and provincial offices and projects, and also be available for possible deployment internationally in support of the Electoral Commission's international electoral assistance programmes.

The Electoral Commission may also issue a task directive requesting a project proposal, i.e. services for projects where the successful panellist will be responsible for the delivery of a project. The task directive will clearly outline all deliverables and applicable conditions.

6 General Bid Requirements

Bidders must take note of the following general requirements which are a critical element of the bid evaluation process and will also contain key elements of the terms and conditions of the resulting service level agreements. Bidders are required to provide the required details, included are requirements to demonstrate knowledge and understanding, experience and capacity to deliver these services.

6.1 General terms and conditions:

- a) The staff of the service provider will at all times be expected to be professional during the rendering of the services.
- b) Bidders must demonstrate proven capacity to provide services as and when required.
- c) Bidders must also demonstrate capability and experiences in supplying GIS professionals with the requisite skills, detailing similar experiences in

CONTENTS OF THIS PAGE NOTED:

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all functional areas specified in paragraph 3.1.

- d) Bidders must submit a detailed Curriculum Vitae (CV) with name, qualifications and experience of the account manager who will manage the relationship in this contract.
- e) To demonstrate availability of the required skills and services bidder are also required to submit two (2) Curriculum Vitae (CV) per service role defined in paragraph 3.2. The CV must be qualified for the role for which it is submitted. It must be a detailed CV with name, relevant qualifications and experience of available and appropriately skilled personnel who could be made available for services emanating from this bid. Nameless (anonymous) and fictitious CVs will not be considered. Bidders who fail to submit CVs for at least 60% of the roles, will be disqualified out-rightly.
- f) Bidders must provide a business plan detailing how they intend making available the required skilled personnel, that is, how the bidder will source and supply the required personnel on a time material basis, without a retainer. The plan must demonstrate how the bidder will source and supply personnel, that is, if the bidder will re-allocate available personnel from in-house, subcontract from partners, including flexibility of resource allocation and availability.
- g) Bids will only be considered from bidders whose core business is the management, resourcing and delivery of GIS related projects and not only the provision of personnel as part of a body shop arrangement.
- h) Only CVs of South African Citizens and persons with permanent residence or work permit will be considered for submission in accordance with the requirement in paragraph 6.1(e).

6.2 Track Record, Experience and References

To demonstrate experience and capacity to deliver on this bid, bidders are required to:

- a) Submit at least five (5) references of the bidder's existing and/or previous

CONTENTS OF THIS PAGE NOTED:

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projects/contracts demonstrating experience in all the 5 functional areas in paragraph 3.1. Bidders are required to provide at least five (5) similar and relevant contactable references indicative of their track record and experience. Bidders should submit five (5) of the similar and relevant projects/contracts over the last five (5) years to demonstrate their experience, capacity and capability.

- b) The reference list referred to in 6.2(a) above must consist of contactable references with client name, address, contact details (telephone and email), project size and project description where similar services/projects are/were rendered. Service or project size must be defined in terms of duration, budget, number of personnel deployed and technologies used.
- c) Ensure that all relevant requirements regarding past experiences and track record are adequately addressed. Bidders are encouraged to include any additional information that may contribute towards a broader and clearer understanding of the bidder's experience, capacity and track record.
- d) In order for the reference to be acceptable it must comply with 6.2 (a-c), including the technologies used in those reference projects.
- e) Submit a list of GIS related software and/or products (equipment) for which the bidder has developed and maintained applications software, including reference to the applications developed and reference usage sites and/or customers/clients. Amongst others the list must broadly cover the following area:
 - 1. Web based GIS application development tools
 - 2. GIS Mobile application development tools
 - 3. System development methodologies
 - 4. Operating systems
 - 5. Database management systems
- f) Submit a list of software and technologies for which the bidder is certified

CONTENTS OF THIS PAGE NOTED:

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and/or accredited, the list must be accompanied by written proof of accreditation/certification.

- g) Bidder may provide further information to demonstrate capacity, capability and experience in similar services and projects, which they feel might assist the Electoral Commission during the evaluation of the bids.

The Electoral Commission is under no obligation to accept the lowest bid, or any bid at all. The Electoral Commission also reserves the right to accept only parts of a bid response or solution, which supports its business and processes the best, at its own discretion.

6.3 Personnel

All personnel placed at the Electoral Commission will be required to adhere to all applicable policies, procedures, standards and methodologies of the Electoral Commission. These standards and methodologies may change from time to time, or from project to project.

The Electoral Commission recognises that companies may not have skilled GIS personnel waiting to be placed at the Electoral Commission at all times. However, the bidder must clearly demonstrate how they will source and supply suitably qualified personnel, and by indicating the number of personnel currently employed.

6.4 Account Management Processes

Bidders are requested to outline the management process or methodology which will regulate the relationship and guide the management of personnel when placed at the Electoral Commission. Bidders must also attach a copy of the CV of the manager who will manage this contractual relationship.

Amongst others the account management methodology/framework must address the following issues:

- a) Personnel management;

CONTENTS OF THIS PAGE NOTED:

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- b) Account management;
- c) Problem management;
- d) Personnel development;
- e) Escalation procedure;
- f) Dispute resolution.

6.5 Exclusions

To manage the risk and/or perception of conflict of interest the Electoral Commission reserves the right to exclude and disqualify bidders on from this bid or future bids on the following grounds:

- a) Bidders who are already appointed on other services where a conflict of interest or the perception there-of may arise, e.g. panel on internal audit, etc.
- b) Bidders who are providing services to political parties or party political organisations.
- c) Once appointed onto this panel, a bidder may be barred from participating in future bids for other services and/or supply of products to the Electoral Commission for the duration of the panel contract.

7 Cost Containment Measures

Service providers interested in participating in bids of the Electoral Commission are reminded of the cost containment measures of the National Treasury including efforts to reduce expenditure on consultants. In this regard, service providers are referred to National Treasury Instruction 01 of 2013/2014 and submissions for consulting work must be in line with this, including Section 4 of National Treasury Instruction 01 of 2013/2014 which is summarised as follows:

Departments, constitutional institutions and public entities may only contract in consultants after a gap analysis has confirmed that the department, constitutional institution or public entity concerned does not have the requisite skills or resources in its full time employ to perform the assignment in question. Based on a business case, the appointment of consultants may only be approved by the

CONTENTS OF THIS PAGE NOTED:

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accounting officer.

- i. Consultants may only be remunerated at the rates:
 - A. Set out in the “Guide for Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA), see Appendix C; or
 - B. Prescribed by the body regulating the profession of the consultant.
- ii. All contracts of consultants must include penalty clauses for poor performance and in this regard, accounting officers must invoke such clauses where deemed necessary.

For ease of standardising, the “Guide for Hourly Fee Rates for Consultants” will be used as the standard baseline which cannot be exceeded. Bidders can quote below the guideline but will not allowed to exceed it.

All prices for services emanating from this tender must be compliant with the guidelines specified in the “Guide for Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA), see Appendix C and as may be updated from year to year.

8 Contract Guidelines, Terms and Conditions

The following terms and conditions define the broad management and operational framework within which the contract will be structured and managed, failure to accept any of these terms and conditions will disqualify the bid.

8.1 Pricing of Services

8.1.1 Completion of Pricing Schedule

Bidders are required to complete the resource price schedule for all categories for which they are able to supply resources. The schedule is based on an hourly rate. The bidder will be contractually committed to the rates proposed in the pricing schedule through a service level agreement.

Bidders are required to comply with the limitations of Cost Containment Measures as indicated paragraph 7 above. All rates quoted above the

CONTENTS OF THIS PAGE NOTED:

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government regulated limitations will be disqualified and not considered. When responding to a task directive, panel members may quote below their contractual rates for competitiveness but will not be allowed to quote above the contracted rates.

Bidders are advised that it is compulsory to complete the pricing schedule outlined in Appendix B. Failure to complete Appendix B will result in the bidder's submission being disqualified. The sum total of the Long-Term Partial Overhead pricing will be used for comparative costing during bid evaluation, also taking into account annual rate adjustment, the Short-Term Partial Overhead will only feature in resolving ties.

8.1.2 Price Validity and Annual Rate Increases

The contract will be for a three (3) year period, panel members will be allowed to adjust their contracted prices every year on the anniversary of the contract, in order to provide for inflation adjustment.

The price must be valid and remain firm for at least one year starting from the commencement date of the contract to be awarded from this tender.

The annual rate of adjustment must be quoted in the bid document as a percentage of CPIX as published by Statistics South Africa. Bidders are required to comply with government cost containment measures (refer to paragraph 7 above). The annual rate adjustment will not be allowed to push service charges beyond the regulated rates applicable at that time.

8.2 Essential Services

In terms of Section 112 of the Electoral Act (Act 73 of 1998) the service provided by the Electoral Commission is an essential service for the purposes of the Labour Relations Act, 1995 (Act 66 of 1995). Essential services refer to a class of occupations that have been legislated by a government to have special restrictions in regard to labour actions, such as not being allowed to legally strike.

The conduct of deployed personnel shall at all times be in line with Electoral Commission policies, procedures and values.

CONTENTS OF THIS PAGE NOTED:

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8.3 Working Hours

The Electoral Commission's work is a day-time operation, working during normal business hours, except for periods of high activities around elections, when longer hours or shifts may be required. Working hours can be summarised as follows:

- a) Normal working hours comprise a period of eight (8) billable working hours per day, between 08h00 - 17h00 from Monday to Friday, excluding a one-hour lunch time.
- b) Any continuous working period exceeding five (5) hours must include a break of at least thirty (30) minutes.
- c) The lunch time and/or the thirty (30) minutes break are not billable.
- d) Personnel may be required to adjust their working hours to suit the tasks assigned, in collaboration with their respective co-workers.
- e) Requests for flexi-time arrangements outside the normal business hours may be arranged subject to approval by an authorised representative of the Electoral Commission.
- f) Flexi-time is not a right but an option available at the discretion of management.
- g) It is generally expected of personnel to work an average of forty (40) productive hours per normal week. All billable hours to be worked in excess of this norm must be approved in advance.
- h) During high activity periods personnel must be flexible and prepared to work shifts in a twenty-four (24) hour day framework as and when the need arises around election delivery times.
- i) The Electoral Commission closes its offices between 25th December and 1st January of each year both dates included. In addition, and at its discretion, the IEC may close offices on other days or part of some days during the year. Consultants may not be expected to work on the closed dates and may not be entitled to bill for the time lost.

CONTENTS OF THIS PAGE NOTED:

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- j) Consultants will be required to work from a designated office location, working remotely from home is an exception not permitted as a general rule.

8.4 Standby and Call-out Work

Personnel may be required to do standby work. Standby requires that for the duration of the standby period, the personnel must be contactable by phone, capable of attending to the call and available to be at the place of work within an hour from receiving the call-out. The Electoral Commission shall arrange and approve all standbys in writing before such services are committed.

Standby shall be charged at no more than 20% of the normal hourly rate. The actual callout time may be charged at normal rates.

8.5 Overtime Work

Personnel may be required to do overtime work. The Electoral Commission shall approve overtime in writing before such services are delivered. Overtime shall be arranged, agreed and charged at a rate that is compliant with governing South African labour legislation applicable at the time.

8.6 Subsistence and Travel (S&T)

For purposes of this bid the Electoral Commission's national office in Centurion will be the primary base work office (site of operation), unless stated otherwise in a Task Directive, travel between home and the base work office is not billable, likewise travel between the bidder and the base work office is not billable.

The Electoral Commission will provide suitable travel, parking and subsistence arrangements relating to work done outside the stated site of operation, accounting for the additional travel costs.

Generally, the Electoral Commission will make direct arrangements and payment for all travel requirements. Legitimate and pre-approved travel expenses will be reimbursed according to Electoral Commission's travel and subsistence policies and procedure.

CONTENTS OF THIS PAGE NOTED:

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8.7 Parking

Depending on availability, parking at the base working office will be made available at no cost to the panel member's personnel, failing which the personnel may have to find alternative parking at own costs.

8.8 VAT (Value Added Tax)

Bidders must be registered as VAT vendors, all quoted rates must be VAT inclusive and in accordance with applicable VAT legislation and regulations. Bidders are required to provide proof that they are VAT registered and comply with all VAT regulations.

8.9 Registration with the Central Supplier Database (CSD)

Bidders must be registered with the Central Supplier Database at National Treasury, be up to date and compliant in all CSD requirements including tax and related regulated requirements.

8.10 Remuneration of Personnel and PAYE

The Electoral Commission will make payment on all correctly submitted claims within thirty (30) days of receiving a compliant valid invoice. All amounts payable by the Electoral Commission shall be quoted and/or invoiced VAT inclusive, taking into account the applicability in accordance with VAT regulations.

Requirements for Personnel Remunerations, the panel member will:

- a) be responsible for all aspects of personnel remuneration and deduction of PAYE and other incidentals,
- b) will ensure compliance with all statutory and tax regulatory requirements except where the tax legislation may direct otherwise.
- c) be required to comply with applicable labour legislations regulating minimal wage, labour relations and basic conditions of employment.
- d) be responsible for all employment matters for their personnel, all overheads costs, training, staff development, reconciliation of time sheets, invoicing, tax matters, etc.

CONTENTS OF THIS PAGE NOTED:

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- e) be required to cooperate and collaborate with other service providers including personnel and/or consultants contracted by the Electoral Commission.

8.11 Contract Termination

Failure to remedy any breach of contract within agreed time frames may lead to termination of the contract. Either party can terminate this contract by consensus giving three (3) months' written notice to the other party, on the understanding that the panel member shall prior to such termination, have due regard to any uncompleted projects and relevant documentation according to the stipulations of the contract/SLA, or any handover arrangements that may be required.

8.12 Use of Electoral Commission Facilities

Facilities, equipment and tools will be provided as follows:

- a) The Electoral Commission will provide all necessary office accommodation and office equipment (relevant office furniture, computers, software and other office equipment), including stationery and consumables (e.g. printing, photocopying, facsimiles, etc.) as may be required to deliver the service.
- b) All facilities provided by the Electoral Commission shall be used in accordance with the Electoral Commission's policies and procedures.
- c) The use of private/own equipment such as laptops, workstations, etc. for work purpose or connecting to the Electoral Commission's network must be pre-approved.
- d) Permission to connect own/private equipment to the Electoral Commission's network or carry Electoral Commission's data on private devices will require compliance with the Electoral Commission's minimum security related configuration and monitoring terms and conditions.
- e) Private use of the facilities shall be regulated by the Electoral Commission's standard usage policies and procedures.

CONTENTS OF THIS PAGE NOTED:

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8.13 Proprietary Right and Confidentiality

Intellectual Proprietary Rights and Confidentiality is assigned and regulated as follows:

- a) All information and material supplied by the Electoral Commission will in the strictest confidence remain the confidential property of the Electoral Commission. No service provider or contractor will be permitted to disclose any such information to any third party without the prior explicit written permission from an authorised official of the Electoral Commission.
- b) Ownership of all analysis, designs, development and implementation stays with the Electoral Commission. All work done shall be regarded as confidential and disclosure of details of assignments or developments can only be given by the Electoral Commission or with explicit permission from an authorised official of the Electoral Commission.
- c) The final work will be handed over to the Electoral Commission for approval and acceptance. All information and material remains the property of the Electoral Commission and may not be distributed without prior consent from an authorised official of the Electoral Commission.

8.14 Indemnity/Safeguard/Protection

The panel member will indemnify the Electoral Commission against any losses as a result of claims from any third party, occasioned by the work of the panel member's personnel or the use of third party intellectual proprietary and copyrights (IP) by the panel member's personnel.

The Electoral Commission will not be held responsible for any injury or death or any damage to property while the panel member's personnel is delivering a service to the Electoral Commission.

8.15 Security and Legislative Compliance Considerations

Panel members and their personnel will be required to familiarise themselves with and comply with key legislation governing the function and mandate of the

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Electoral Commission, so as avoid conflict of interest and also avoid compromising the integrity of the Electoral Commission.

The Electoral Commission will require personnel to be subjected to security clearance processes by the appropriate state agencies before final appointment or during the contract should such a need arise. The decision to require security is at the sole discretion of the Electoral Commission.

Panel member's personnel shall not remove any classified information and sensitive data through electronic media or any other media from the premises of the Electoral Commission without prior explicit permission from an authorised official of the Electoral Commission

8.16 Management of Leave

- a) Leave of absence must be confirmed after consultation with the Electoral Commission's authorised representative. The approval of leave must take into consideration outstanding workload, responsibilities, tasks and projects deliver timelines.
- b) During high activity periods including the period between proclamation and a week after election day, leave will be generally suspended and shall be approved in consultation with the Electoral Commission.
- c) Compliance with statutory leave provisions will be the responsibility of the panel member.

8.17 Terminations and/or Resignations of Consultants

- a) To ensure continuity of services, all planned resignations and/or withdrawals of personnel must be communicated in writing to the Electoral Commission at least a month prior to departure.
- b) Compliance with statutory termination provisions will be the responsibility of the panel member.

8.18 Medical-aid, Disability and Retirement Provisions

- a) The panel member will be required to provide proof that their personnel have provisions for medical-aid, disability and retirement.

CONTENTS OF THIS PAGE NOTED:

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- b) Compliance with applicable statutory requirements will be the responsibility of the panel member.

8.19 Skills Transfer Plan

Panel members and/or their personnel will be required to do skills transfer to Electoral Commission personnel or any other person so designated (including other third party personnel from other service providers and/or other panel members) as may be outlined in specific task directives.

The Electoral Commission will provide details of the skills transfer recipients including the content and timeframes there-of.

8.20 Personnel Development

Panel members will be expected to demonstrate commitment in skills development and training of their personnel. In addition, demonstrate commitment to skills development for the historically disadvantaged individuals through their personnel selection processes and staff development and training programmes. The Electoral Commission may enforce commitment.

Panel members will be required submit annual skills development and training done by their personnel working on this contract.

8.21 Contract and Service Level Agreement

8.21.1 Resulting Contract for Services

Successful bidders will be required to enter into a three (3) year mutually agreed contract with the Electoral Commission, with an option at the end of the three years to extend the contract for a period not exceeding one year (twelve months). The commencement of the contract will start on the same date for all panel members on this service and is envisaged to start not later than three months after the closing date of this tender.

The contract will be made up of the following primary documents and some project specific addendums in the form of Task Directives, namely:

- a) Service Level Agreement (SLA) – Providing final over-arching framework on agreed terms and conditions.

CONTENTS OF THIS PAGE NOTED:

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- b) Original tender document (This document)
- c) The bidder's bid submission
- d) Task Directive – Task Directive's terms and conditions will be incorporated into the contract as and when personnel are appointed under such task directive.

8.21.2 Incorporation of Bid Submissions

The bid submission will be incorporated into the contract under the following terms and conditions:

- a) Acceptance of bidder's submission does not imply an automatic acceptance of all bidder imposed terms and conditions, by default all terms and conditions imposed by the bidder are rejected unless they are specifically incorporated into the SLA.
- b) All terms and conditions imposed by the bidder will only be accepted if they are not inconsistent with the intended service contract, its values, policies and procedures.
- c) Modifications, revisions, interlineations, erasures, or overwriting of the original Electoral Commission's bid specification shall be valid only if they are expressly accepted and signed for by an authorised Electoral Commission representative.
- d) No variations, additions to or omissions from the contract agreement or any waiver of rights shall be allowed, unless mutually agreed upon in writing and signed by both parties.

The service level agreement will include penalties for failure to deliver as agreed. If agreed time frames and performance levels are not attained the panel member may be liable to the extent that the Electoral Commission would incur additional cost to remedy the situation.

CONTENTS OF THIS PAGE NOTED:

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8.22 Political Association and/or Alignment

To safeguard and maintain its neutrality, impartiality and integrity in the execution of its statutory mandate and the management of elections, the Electoral Commission reserves the right not to:

- a) appoint bidders who are politically active, aligned to political parties, are owned by a political party or are a politically align entity, or
- b) appoint personnel who are politically active, aligned to political parties, hold or recently held a high-profile political office.

For these purposes, bidders are required to indicate in their written submission if they had or have any political association and/or affiliation over the last five (5) years.

Panel members will be required to comply with the requirement political non-alignment throughout the term of this contract, failing which the contract may be terminated at short notice.

The Electoral Commission reserves the right not to award the tender to a bidder that has affiliations with any registered political party/parties, candidate(s) or contestant(s). Likewise, if the bidder or its director / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have an affiliation with any registered political party/parties, candidate or contestant.

The limitation in political activity applies equally to panel member's personnel, their appointment and continued retention on this contract.

8.23 Selection of and Appointment of Personnel

The placement of personnel at the Electoral Commission will be regulated as follows;

- (a) The Electoral Commission will issue a request for services (hereby referred to as a Task Directive) to all panel members in writing. This will be in the form of a request for skilled personnel, specifying the role and required technical skills and qualifications.

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

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- (b) Responses to Task Directives shall be in writing, each task directive will describe the submission processes to be followed and associated submission timeframes.
- (c) By submitting a candidate through the task directive process the panel member warrants that the candidate is sufficiently qualified for the role.
- (d) The selection of personnel will be based on the alignment of skills and experience.
- (e) Short-listed candidates may be required to take a test, be interviewed or combination of the two.
- (f) Short-listed personnel may be required to undergo integrity assessment and security clearance processes before final appointment.
- (g) Security clearance assessment may be done by the responsible state agency.
- (h) Personnel who are politically active, held/hold high-profile party political leadership role will not be considered.
- (i) Personnel who are not registered as voters may also be disqualified.
- (j) The Task Directive shall state the duration of the appointment for each personnel member required, the duration shall not go beyond the termination date of the contract.
- (k) The appointment of personnel shall be in writing and acceptance of the appointment will have the effect of incorporating the Task Directive into the contract.
- (l) The Electoral Commission reserves the right to terminate the appointment of non-performers at short notice without replacing.
- (m) The Electoral Commission reserves the right recover costs for non-performing personnel.
- (n) The Electoral Commission reserves the right not to replace personnel irrespective of the reason for termination or unavailability.

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

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8.24 Billing for Services

The following requirements will regulate the management of the billing process:

- a) Each personnel member shall make use of the Electoral Commission's timesheet management system to record their billing hours against such tasks or activities as may have been assigned by the Electoral Commission.
- b) All timesheets shall be signed and approved by a team leader or project manager and an authorised representative of Electoral Commission on a weekly basis.
- c) Panel member have a duty to verify the correctness of timesheets before billing, incorrect billing may be considered fraudulent and may also be considered a breach of contract.
- d) Billing shall be done monthly per project (i.e. a separate invoice shall be submitted for each project).
- e) Copies of signed and approved original timesheets must be attached to the relevant invoice as evidence of service rendered. Unapproved and unsigned timesheets will not be accepted.
- f) Incomplete supporting documentation will invalidate the entire invoice.
- g) The invoice must be accompanied by a monthly summary of the timesheets by personnel member on the billing invoice.

8.25 Management of Personnel.

By submitting a bid, the bidder agrees to the following conditions:

- a) The task directive will provide a generalised description of the role and initial project assignment, which will be supplemented by detailed project plans and documentation on the project.
- b) The Electoral Commission will supervise and manage personnel.
- c) Personnel will provide regular updates on progress on their work and projects.

CONTENTS OF THIS PAGE NOTED:

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- d) Personnel may be re-assigned to other projects without undermining their skills profile and experience.
- e) Personnel will comply with the Electoral Commission's policies, standards, procedures and methodologies.
- f) The Electoral Commission or the Service Provider will exercise quality control and performance management.
- g) If in the reasonable opinion of the Electoral Commission, a Service Provider's Personnel deployed at the Commission is deemed inefficient, negligent, disrespectful, not consistent and not compliant with the Commission's policies and principles or in any way regarded as unsuitable for the Commission's work, then, at the Commission's discretion, the appointment of such Personnel may be terminated with immediate effect.
- h) The panel member will be responsible for the training and development of its personnel.
- i) Leave absence shall be planned and coordinated with the designated Electoral Commission representative.
- j) Absence for training will be planned and coordinated with the designated Electoral Commission representative.
- k) All absence including annual leave, sick leave, training, etc. will not be billable to the Electoral Commission.

9 **Bid Evaluation Process**

The selection and adjudication will follow the standard Electoral commission process, namely;

- a) Primary compliance verification process which focusses on compliance with procedural bid processes as outlined in Schedule A of the document.
- b) Technical bid evaluation which assesses bidders based upon the specific technical requirements in this tender, this focuses on the bidder's capacity,

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capability and technical skills and experience in providing similar services.

- c) Application of Preferential Procurement Policy Framework Act, the Broad-Based Black Economic Empowerment Act and their associated regulations.
- d) Finally, a due diligence will be performed to confirm capacity, capability and verify all key details submitted in support of the bid.
- e) Short listing and presentation – the Electoral Commission reserves the right to exercise an option in which shortlisted bidders may be required to make presentations which will include question and answer assessment process.

For details on the evaluation criteria, please refer to Bid Evaluation Criteria in Appendix A.

The panel will be restricted to a maximum of at most five (5) service providers. Therefore, only top five (5) ranking service providers in terms of the PPPFA will be considered. In a case where the last slot leads to a tie(s), the provisions of the PPPFA shall apply. The Electoral Commission reserves the right to use other means of resolving the tie, such as tossing a coin, etc.

10 General Bid Information

The following information is given to provide generalised guidelines and highlights of for packaging the bid documentation.

10.1 Written Proposal

Bidders are required to demonstrate their capacity and capability by submitting a detailed written proposal which should include but not be limited to:

- a) Company and business profile.
- b) Provide a business plan detailing the availability, sourcing and supplying the required personnel.
- c) Provide references and details of similar projects and/or services currently in operation and/or previously completed.
- d) Provide details of contingency plans in case of unforeseen

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circumstances.

- e) Provide details of account management and the account management framework.

Bidders are further reminded that organisation, packaging or presentation of their bid submission are critical for a successful evaluation of a bid, the easier it is to find and reference required information in the bid submission the easier it is for the evaluation committees to evaluate a bid.

10.2 Updates of Bid Information

A tender briefing session will be held on date and time as indicated on the tender page on Votaquotes, for details refer to

https://votaquotes.elections.org.za/eproc_inter/

10.3 Technical and Functional Enquiries

All technical enquiries can be directed to the following:

- a) Libisi Maphanga at email to libisi@elections.org.za.
- b) Melanie du Plessis at email duplessism@elections.org.za
- c) Bridget Ndlovu at email ndlovub@elections.org.za

10.4 General Bid Enquiries

All Bid related inquiries must be addressed to Procurement Department at telephone number 012 622-5700.

It is the responsibility of the interested bidder to regularly visit the website and upraise themselves with whatever information that the Electoral Commission may publish from time to time. All key communication to and from interested service provider will be made available to everybody through the website.

10.5 General Bid Highlights

Below is a list of some of the key requirements of this bid, it is indicative and should not be considered exhaustive. It is recommended that it is presented

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neatly and clearly:

- a) Pricing schedules to be completed in full.
- b) Provide two (2) Curriculum Vitae for each of the roles and service that you are bidding for, as specified in paragraph 6.1(e) above.
- c) Provide detailed references as defined in paragraph 6.2 (a).
- d) Provide a detailed account management framework.
- e) Submit a list of software products that the bidder has experience developing and maintaining application systems, include reference applications and sites (refer to paragraph 6.2(e)).

Bidders must provide any further information, which they feel might assist the Electoral Commission during the evaluation of the bids.

10.6 The closing date and time of this request for quotation is as specified on the Tender and eProcurement (Votaquotes) website. The closing date and time is determined by the clock on the Electoral Commission's servers and is not negotiable. Bidders must also take note supporting documentation must be delivered before closing date and time.

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BID EVALUATION CRITERIA

NAME OF BIDDER:BID REFERENCE NUMBER:

Stage 1: Assessment of Bidder's Disclosure

All bids received will be evaluated and assessed in respect of the mandatory information provided in the Bidder's Disclosure (SBD4) as well as the register for restricted suppliers and tender defaulters.

Any potential issues that may arise or transgressions that maybe identified will be pursued in accordance with statutory obligations and requirements.

In this regard, the following must be noted:

The Electoral Commission must, as part of its supply chain management (SCM) processes, identify and manage all potential conflicts of interest and other disclosures made by a person participating in procurement process to enable the accounting officer or delegated authority to make informed decisions about the person participating in the SCM process.

As such, the Bidders Disclosure form, issued as Standard Bidding Document (SBD) 4, attached as Annexure B, was extended to all entities which were invited to participate in the bid process.

As part of the evaluation of the procurement process, the information provided by a person on the SBD4 form must be evaluated.

In so doing, it must be noted that if the bid evaluation establishes that:

- (a) a person within the bidding entity is an employee of the State, the Electoral Commission's CEO must request the relevant accounting officer/accounting authority whether the person-
 - (i) Is prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2014; or
 - (ii) has permission to perform other remunerative work outside of their employment, where the PAMA does not apply to such employee;
- (b) the conduct of a person constitutes a transgression of the Prevention and Combating of Corrupt Activities Act, 2004;
- (c) the conduct of a person constitutes a transgression of the Competition Act, 1998, the conduct must be reported to the Competition Commission; and
- (d) the conduct of a person must be dealt with in terms of the prescripts applicable to the Electoral Commission.

If it is established that a person has committed a transgression in terms of the above, or any other transgression of SCM prescripts, the bid may be rejected and the person may be restricted.

The Electoral Commission's CEO must inform National Treasury of any action taken against a person within 30 days of implementing the action.

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During the bid evaluation process, the Electoral Commission must in addition to other due diligence measures, establish if a person is not listed in-

- (a) the Register of Tender Defaulters; and
- (b) the list of restricted suppliers.

A bid related to a restricted bidder or tender defaulter shall be rejected.

The under-mentioned assessment criteria will be used to evaluate the elements relating to SBD4 and restricted suppliers and tender defaulters:

	Assessment Criteria	Bidder Requirement (YES/NO*)	Comments
1	Bidder is registered on the National Treasury Central Supplier Database (CSD).*		
2	Bidder is tax compliant.**		
3	The bidder is not an employee of the state.		
4	Having certified the SBD4, it is accepted that the bidder's conduct does not constitute a transgression of the Prevention and Combating of Corrupt Activities Act.		
5	Having certified to the SBD4, it is accepted that the bidder's conduct does not constitute a transgression of the Competition Act.		
6	The bidder is not a tender defaulter as per the register published on the National Treasury website.		
7	The bidder is not a restricted supplier as per the register published on the National Treasury website.		

* No bid shall be accepted if a supplier is not registered on the National Treasury Central Supplier Database (CSD).

** A bidder must be tax compliant before a contract is awarded. A bid will be disqualified if the bidder's tax affairs remains non-compliant as per the provisions of National Treasury Instruction No 09 of 2017/2018 Tax Compliance Status Verification.

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11 Appendix A: Bid Evaluation Criteria**Technical Evaluation Criteria: GIS Professional Services Bid****Name of Bidder:**

PHASE 1 – Disqualifying Factors:		Yes	No	Comments
1.1	Completed pricing schedule (Appendix B)			
1.2	Submitted CVs for the roles the roles in paragraph 3.2 (as specified in paragraph 6.1(e)). The submitted of CVs must cover at least 60% of the roles.			
1.3	Provided references and track record (paragraph 6.2 (a and b))			
1.4	Submitted company profile, that indicate that the bidder is in the GIS Professional Services business (paragraph 6.1(g) and 10.1 (a))			
1.5	Accepted Cost Containment Compliance Requirements (Appendix B)			

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PHASE 2 – Criteria Description		Evaluation Content	Weighted Score	Actual Score	Comments
2.1	Experience and track record, provide five (5) references demonstrating experience in all our functional areas. (Refer to paragraphs 6.2 (a-d).	Minimum of 5 contactable references each allocated 10 points, as per points break down below. The scoring items are: 1. Project name – 1 point 2. Project description – 1 point 3. Client name – 1 point 4. Contact details a. Contact person – 1 point b. Contact phone numbers – 1 point c. Contact email address – 1 point 5. Project size a. Duration (start and end date) – 1 point b. Budget – 1 point c. Number of personnel – 1 point d. Technologies used – 1 point	50		
2.2	Proposed management process and relationship management. (Refer to paragraph 6.4	Account/relationship management framework addressing the following: <i>2 points each</i> a) Personnel management; b) Account management; c) Problem management; d) Personnel development; e) Escalation procedure f) Dispute resolution	12		

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PHASE 2 – Criteria Description		Evaluation Content	Weighted Score	Actual Score	Comments
2.3	Capacity and service coverage	Submitted pricing for roles in each of the functional areas in Appendix B. (1 Point, for each fully priced role) – Refer to paragraph 8.1 and 10.5.	11		
2.4	Experience in servicing similar infrastructure and software products	List of GIS related software and products (paragraph 6.2 (e)). (a point for each of the first five (5) applicable listed items and another point for those that are aligned to the list in paragraph 4.2). in the list must amongst others align to the following areas: a) Web based GIS application development tools b) GIS Mobile application development tools c) System development methodologies d) Operating systems e) Database management systems	10		
2.5	Existing support capacity, skills and capability (CV)	Availability of personnel with applicable skills as demonstrated by submitted CV, (paragraph 6.1 (e)). Two CVs per role. A point for each relevant CV submitted as required in paragraph 6.1 (e)	22		

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PHASE 2 – Criteria Description		Evaluation Content	Weighted Score	Actual Score	Comments
2.6	Submitted a plan on sourcing and supplying required personnel.	As required in 6.1(f), the plan must demonstrate availability of resources and sufficient plans for supplementary sources. (two points each) Points to consider are: a) In-house resource availability; b) Additional resource availability; c) Supply sources (in-house re-allocation, partnerships, subcontracting or direct contracts); d) Resource flexibility.	8		
Final Score:			113		
Minimum required score is 75% (85/113) (Yes/No):					

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PHASE 3 – Declaration of Commitments		Yes	No	Comments
3.1	Declaration of party political relationships (Paragraph 8.22)			
3.2	Comply with the Cost Containment Measure in paragraph 7			
Evaluation Committee:		Final General Comments		
1				
2				
3				
4				
5				

12 Appendix B – Pricing Schedule

NB: Completion of the Pricing Schedule is compulsory failure to complete it shall lead to disqualification.

Prices must be quoted per hour per person in that role.

The pricing columns are described as follows:

- a) “Short Term” means less than 60 consulting days.

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b) "Long Term" means more than 60 consulting days.

APPENDIX B – PRICING SCHEDULE								
						Rate per Person per Hour (R) (including VAT)		Resources
	Role (Skill Type)	Item No.	Role Skill Level	References (in para. 3.2)	DPSA Band	Short Term Partial Overheads	Long Term Partial Overhead	Bidder's Current Capacity
A	GIS Operators	A1	Operational: GIS Operator	3.2.1	6-8			
		A2	Specialist: GIS Operator	3.2.1	9/10			
		A3	Senior Specialist: GIS Operator	3.2.1	10			
		A4	Advanced Specialist: GIS Operator	3.2.1	10/11			
B	Spatial Business Analyst	B1	Junior Business Analyst	3.2.2	6-8			
		B2	Business Analyst	3.2.2	9/10			
		B3	Operational: Business Analyst	3.2.2	10			
		B4	Senior: Business Analyst	3.2.2	10/11			
		B5	Specialist: Business Analyst	3.2.2	11			
		B6	Advanced Specialist: Business Analyst	3.2.2				
C		B6	Junior: GIS Quality Assurance	3.2.3	6-8			

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APPENDIX B – PRICING SCHEDULE								
						Rate per Person per Hour (R) (including VAT)		Resources
	Role (Skill Type)	Item No.	Role Skill Level	References (in para. 3.2)	DPSA Band	Short Term Partial Overheads	Long Term Partial Overhead	Bidder's Current Capacity
	GIS Quality Assurance	C1	Operational: GIS Quality Assurance	3.2.3	9/10			
		C2	Specialist: GIS Quality Assurance	3.2.3	10			
		C3	Senior Specialist: GIS Quality Assurance	3.2.3	11			
		C4	Advanced: GIS Quality Assurance	3.2.3	11/12			
		C6	Advanced Specialist: GIS Quality Assurance	3.2.4	12			
D	Spatial Database Administration (DBA)	D1	Junior: Database Administrator	3.2.4	9/10			
		D2	Database Administrator	3.2.4	10			
		D3	Operational: Database Administrator	3.2.4	10/11			
		D4	Senior: Database Administrator	3.2.4	11			
		D5	Specialist: DBA	3.2.4	11/12			
		D6	Senior Specialist: DBA	3.2.4	12			
E		E1	Junior: Developer/Programmer	3.2.5	6-8			

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APPENDIX B – PRICING SCHEDULE								
						Rate per Person per Hour (R) (including VAT)		Resources
	Role (Skill Type)	Item No.	Role Skill Level	References (in para. 3.2)	DPSA Band	Short Term Partial Overheads	Long Term Partial Overhead	Bidder's Current Capacity
	GIS Application Developer / Programmer	E2	Developer/Programmer	3.2.5	9/10			
		E3	Operational: Developer/Programmer	3.2.5	10			
		E4	Senior: Developer/Programmer	3.2.5	10/11			
		E5	Specialist: Developer/Programmer	3.2.5	11			
		E6	Senior Specialist: Developer/Programmer	3.2.5	12			
F	Spatial Reporting Analyst	F1	Junior: Reporting Analyst	3.2.6	6-8			
		F2	Reporting Analyst	3.2.6	9/10			
		F3	Senior: Reporting Analyst	3.2.6	10			
		F4	Specialist: Reporting Analyst	3.2.6	10/11			
		F5	Senior Specialist: Reporting Analyst	3.2.6	11			
G	GIS Specialist Advisor	G1	Junior: GIS Advisor	3.2.8	10			
		G2	GIS Advisor	3.2.8	11			
		G3	Specialist Advisor	3.2.8	12			

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APPENDIX B – PRICING SCHEDULE								
						Rate per Person per Hour (R) (including VAT)		Resources
	Role (Skill Type)	Item No.	Role Skill Level	References (in para. 3.2)	DPSA Band	Short Term Partial Overheads	Long Term Partial Overhead	Bidder's Current Capacity
		G4	Senior: Specialist Advisor	3.2.8	12/13			
		G5	Advanced: Specialist Advisor	3.2.8	13			
		G6	Advanced Senior: Specialist Advisor	3.2.8	14			
H	Creative Design	H1	Junior: Creative Designer	3.2.7	9/10			
		H2	Creative Designer	3.2.7	10			
		H3	Operational: Creative Designer	3.2.7	11			
		H4	Specialist: Creative Designer	3.2.7	12			
		H5	Senior Specialist: Creative Designer	3.2.7	13			
I	GIS Solutions Architect	I1	Junior: GIS Solutions Architect	3.2.9	11			
		I2	GIS Solutions Architect	3.2.9	12			
		I3	Operational: GIS Solutions Architect	3.2.9	13			
		I4	Senior: GIS Solutions Architect	3.2.9	14			
		I5	Senior Specialist: GIS Solutions	3.2.9	15/16			

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APPENDIX B – PRICING SCHEDULE								
						Rate per Person per Hour (R) (including VAT)		Resources
	Role (Skill Type)	Item No.	Role Skill Level	References (in para. 3.2)	DPSA Band	Short Term Partial Overheads	Long Term Partial Overhead	Bidder's Current Capacity
			Architect					
		I6	Advanced Specialist: GIS Solutions Architect	3.2.9	11			
J	GIS and Cloud Applications Analyst	J1	Junior: Cloud GIS Engineer	3.2.10	11			
		J2	Cloud GIS Engineer	3.2.10	12			
		J3	Operational: Cloud GIS Engineer	3.2.10	13			
		J4	Senior: Cloud GIS Engineer	3.2.10	14			
		J5	Senior Specialist: Cloud GIS Engineer	3.2.10	15/16			
		J6	Advanced Specialist: Cloud GIS Engineer	3.2.10	11			

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APPENDIX B – PRICING SCHEDULE								
						Rate per Person per Hour (R) (including VAT)		Resources
	Role (Skill Type)	Item No.	Role Skill Level	References (in para. 3.2)	DPSA Band	Short Term Partial Overheads	Long Term Partial Overhead	Bidder's Current Capacity
K	Cloud GIS Engineer	K1	Junior: Cloud GIS Engineer	3.2.11	11			
		K2	Cloud GIS Engineer	3.2.11	12			
		K3	Operational: Cloud GIS Engineer	3.2.11	13			
		K4	Senior: Cloud GIS Engineer	3.2.11	14			
		K5	Senior Specialist: Cloud GIS Engineer	3.2.11	15/16			
		K6	Advanced Specialist: Cloud GIS Engineer	3.2.11	11			

Annual inflation related price/rate adjustment as a percentage of CPI (refer to paragraph 8.1.2): _____

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Cost Containment Compliance Declaration

By submitting this bid and the above Pricing Schedule the bidder confirms and commits to the requirement that prices will always comply with the requirement in paragraph 7 with special reference to the “Guide for Fees for Consultants” which may be adjusted year to year. Failing which the bidder will be disqualified or its personnel disregarded in the Task Directive process.

Name of Bidder (Company Name): _____

Authorised Signatory: _____

Signature: _____ Date: _____

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Appendix C**the dpsa**
 Department:
 Public Service and Administration
 REPUBLIC OF SOUTH AFRICA
Hourly Fee Rates for Consultants

Salary Band	Average Total Package	Model A Short Term				Model B Long Term			
		Option A 1 All Overheads		Option A 2 Partial Overheads		Option B 1 All Overheads		Option B 2 Partial Overheads	
		A 1.1 Mark-up	A 1.2 No Mark-up	A 2.1 Mark-up	A 2.2 No Mark-up	B 1.1 Mark-up	B 1.2 No Mark-up	B 2.1 Mark-up	B 2.2 No Mark-up
16	1 997 628	3 995	3 076	3 436	2 637	None	None	None	None
15 / 16	1 766 953	3 534	2 721	3 039	2 332	2 915	2 244	2 509	1 926
15	1 536 278	3 073	2 366	2 642	2 028	2 535	1 951	2 182	1 675
14 /15	1 398 142	2 796	2 153	2 405	1 846	2 307	1 776	1 985	1 524
14	1 302 509	2 605	2 006	2 240	1 719	2 149	1 654	1 850	1 420
13 /14	1 201 602	2 403	1 850	2 067	1 586	1 983	1 526	1 706	1 310
13	1 092 286	2 185	1 682	1 879	1 442	1 802	1 387	1 551	1 191
12 / 13	995 007	1 642	1 264	1 413	1 085	1 473	1 134	1 264	965
12	897 728	1 481	1 140	1 275	979	1 329	1 023	1 140	871
11 /12	827 611	1 366	1 051	1 175	902	1 225	943	1 051	803
11	757 494	1 250	962	1 076	826	1 121	864	962	735
10 / 11	707 501	1 167	899	1 005	771	1 047	807	899	686
10	657 508	973	750	835	638	921	710	789	611
9 / 10	598 985	886	683	761	581	839	647	719	557
6 to 8	395 779	586	451	503	384	554	427	475	368

How to Determine the Appropriate Fee Rate

1. Determine the consultancy option/model by applying the following criteria:

- "Short Term" means less than 60 consulting days "Long Term" means more than 60 consulting days
- "All Overheads" means consultant provides all overheads e.g., office, parking, telephone
"Partial Overheads" means department provides some overheads e.g. office, parking, telephone
- "Mark-up" provides for company profit margin - service normally provided by consulting company
"No Mark-up" service normally provided by individuals or NGOs

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2. Determine the appropriate salary band based on the level of work that is required e.g., use job evaluation to determine the level of work - Salary band 13 represents the level of a Director in the public service, 14 a Chief Director, 15 a DDG and 16 a DG.
3. The hourly fee rate should be read where the consultancy option/model intersects with the salary band.
4. Fee rates exclude operational/project expenditure e.g., travelling, hotel accommodation, parking, travel and subsistence allowance.
5. Value Added Tax is excluded from calculating hourly fee rates.

Note - The Guide on Hourly Fee Rates for Consultants and the latest Fee Rates are available at the following link http://www.dpsa.gov.za/dpsa2g/consultant_fees.asp

Stage 3 Bid Adjudication Process

Bids that qualifies will be adjudicated as set out below.

Stage 3 – Adjudication of Bids	
Only bids that comply with the requirements and conditions of the bid and that meet the minimum criteria in the bid evaluation process as stipulated above will be considered for bid adjudication purposes.	
Acceptable bids must be market related.	
This bid is deemed t to exceed R50 million including VAT.	
Therefore, the 90/10 preference point system (PPPFA scoring) in terms of the Preferential Procurement Policy Framework Act, 2005 (PPPFA) and the Preferential Procurement Regulations, 2022 shall apply in the adjudication process of this auction where all acceptable bids received are above R50 million including VAT. Preference points will be allocated as follows:	
B-BBEE Status Level of Contributor	Number of Points 90/10
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

CONTENTS OF THIS PAGE NOTED:

.....
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Bid Evaluation Committee	Sign Off	
	Signature	Date

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