

**PROVINCE OF
THE EASTERN CAPE**



**PROVINCE OF
THE EASTERN CAPE**

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-20/21-0007

**STANDARD BIDDING DOCUMENT: TO SOURCE A SITA RFB1183
ACCREDITED SERVICE PROVIDER(S) WITH EXPERTISE AND
CAPACITY IN THE PROVISIONING OF ICT
SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS
WITH AN OPTION TO RENEW FOR A MAXIMUM PERIOD OF
TWENTY-FOUR (24) MONTHS BASED ON ECD_{oE}
NEEDS AND BUDGET AVAILABILITY.**

Issued by:

Province of the Eastern Cape
Department of Education
Private Bag X0032
BISHO
5605

Prepared by:

P.Feju
Steve Vukile Tshwete Education Complex
Zone 6, Zwelitsha
5605

Tel: (040) 608 4524
Contact Person: Mr. P.Nxozana

Name of Bidder: _____

Closing Date: **5TH APRIL 2021**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU6-20/21-0007	CLOSING DATE:	5 APRIL 2021	CLOSING TIME:	11:00
DESCRIPTION	TO SOURCE A SITA RFB1183 ACCREDITED SERVICE PROVIDER(S) WITH EXPERTISE AND CAPACITY IN THE PROVISIONING OF ICT SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR A MAXIMUM PERIOD OF TWENTY-FOUR (24) MONTHS BASED ON ECDōE NEEDS AND BUDGET AVAILABILITY.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX , ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. P. NXOZANA		CONTACT PERSON	MR. B. KHOHLISO	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	040 608 4244	
FACSIMILE NUMBER	040 608 4663		FACSIMILE NUMBER		
E-MAIL ADDRESS	pakamile.nxozana@ecdoe.gov.za		E-MAIL ADDRESS	benedict.khohliso@ecdoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder:	Bid number: SCMU6-20/21-0007
Closing Time 11:00	Closing date: 5TH APRIL 2021

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

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

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of bidder:	Bid number: SCMU6-20/21-0007
Closing Time 11:00	Closing date: 5TH APRIL 2021

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

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

-	Required by:	
-	At:	
-	Brand and model	
-	Country of origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
-	Delivery:		*Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

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

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

2.9.1 If so, furnish particulars.
.....

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

ECBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **exceed R50 000 000** (all applicable taxes included) and therefore the **90/10 Preference Point System shall be applicable.**

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

Full Name of Bidding/Tendering Entity:	
Contact Person:	
Contact Number:	
Contact Email Address:	

Bidder Authorised Signatory:

Initials and Surname:

Signature:

.....

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Please indicate whether it is the original or copy, tick the applicable block					
ORIGINAL		COPY		NUMBER SUBMITTED:	

GLOSSARY

AWARD	Conclusion of the procurement process and final notification to the successful bidder
B-BBEE	Broad-based Black Economic Empowerment (BBBEE) Act, 2003 (Act No. 53 of 2003) and BBBEE Amended Act, 2013 (Act No. 46 of 2013) and the Codes of Good Practice issued thereunder by the Department of Trade and Industry (DTI)
BID	Written offer in a prescribed or stipulated form in response to an invitation by ECDoE for the provision of goods, works or services
CONTRACTOR	Organization with whom ECDoE will conclude a contract and potential service level agreement subsequent to the final award of the contract based on this Request for Bid.
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
QSE	Qualifying Small Enterprise
ECDOE / DEPARTMENT	Eastern Cape Department of Education
SITA	State Information Technology Agency
GCC	General Conditions of Contract
ORIGINAL BID	Original document signed in ink, or Copy of original document signed in ink
ORIGINALLY CERTIFIED	To comply with the principle of originally certified, a document must be both stamped and signed in original ink by a commissioner of oaths.
SCM	Supply Chain Management
ICT	Information Communication Technology
OEM	Original Equipment Manufacturer
VAT	Value Added Tax
SLA	Service Level Agreement between the Service Provider and ECDoE that defines the level of service expected from both parties.
TOR	Terms of Reference
PPPFA	Preferential Procurement Policy Framework Act

Bids sent to the ECDOE via courier shall be deemed to be received at the date and time of arrival at the ECDOE premises (tender/bid box or reception). Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to be received late.

Bidders should allow time to access the premises due to security arrangements that need to be observed.

RESPONSE STRUCTURE:

The contents of the **BID/TENDER** document must be as follows, and numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider.

Please complete the checklist below to verify your submission of the relevant documents:

Schedules	Description	Submitted (tick box below):	
		Yes	No
Schedule 1	Entity registration documentation		
Schedule 2	Original Valid Tax Clearance Certificate/tax pin		
Schedule 3	BBB-EE Certificate / or BBEE Sworn Affidavit (where applicable) signed and stamped by Commissioner of Oaths		
Schedule 4	National Treasury Central Supplier Database proof of registration		
Schedule 5	Letter from Bank confirming banking details (not older than 3 months from date of closing date of tender)		
Schedule 6	Completed and signed Tender Documents; including the following: <ul style="list-style-type: none"> ▪ SBD 4 ▪ SBD 8 ▪ SBD 9 ▪ General Conditions of Contracts (with every page initiated) 		
Schedule 7	Detailed Bid proposal in response to bid specification requirements		
Schedule 8	Certificates and documents <ol style="list-style-type: none"> 1. Letter of good standing from the bank, 2. Proof of SITA RFB1183 accreditation in the Eastern Cape and for all services (ICN's). 3. Proof that the bidder has an office in the Eastern Cape 		
Schedule 9	Consent by the entity and its directors to perform the necessary background checks which includes amongst others, the Credit Bureau Credit Checks		

CONTRACT NEGOTIATIONS

The successful bidder (s) will be required to enter into a written contract/SLA with ECDOE. Should the awarded bidder fail to sign the SLA within a reasonable timeframe deemed by ECDOE, ECDOE reserves the right to cancel the award/contract and award the tender to the 2nd placed bidder.

The **GENERAL CONDITIONS OF CONTRACT (GCC)** will form the basis of the contract; however, ECDOE reserves its rights to impose additional terms and conditions at its sole discretion. General Conditions of Contract are obtainable from www.treasury.gov.za. The General Conditions of Contract must be accepted.

1. PURPOSE

- 1.1. The Eastern Cape Department of Education herein after referred to as ECDOE, wishes to establish a contract for a period of three years to procure ICT Services which includes all public schools in the Eastern Cape.
- 1.2. The contract is on a needs basis and subject to budget availability.

2. BACKGROUND

- 2.1. The ECDoE is comprised of 4300 Administrative staff supporting and servicing in excess of 5300 Public School; more than 1.7 million learners; 64000 teachers. Its Administrative portfolio is spread across forty (40) sites within the Eastern Cape Province. The mandate of the Administrative portion of the ECDoE is to support schools. The recent pace of enforcing ICT as an enabler has accelerated greatly in the past year requiring a concerted focus on ICT Planning and provision of ICT Equipment and Services.
- 2.2. The contract(s) will cover the entire ECDoE portfolio, i.e., Administration, at all districts; including Head Office; and all public schools in the Eastern Cape.

3. BID OBJECTIVES

- 3.1. To procure ICT services as per RFB 1183; detailed in Annexures A and B of this document. The ECDoE invites suitably qualified SITA RFB1183 Accredited Service Provider/s to bid to supply the specified services.

4. DURATION

- 4.1. The contract will run for a period of three (3) years from the date of award subject to the signing of a Service Level Agreement (SLA). This initial 3-year period may be extended for a further period of two years (2) years at the discretion of the ECDoE and based on following:
- 4.2. Budget availability,
- 4.3. The performance of the Service Provider/s, and
- 4.4. Should the need for the services still exist
- 4.5. The Service Provider/s may be requested to scale down services at any period of the contract.
- 4.6. If the Service Provider/s fails to provide the services as stipulated herein, the contract will be cancelled prior to its expiry.

5. TECHNICAL SPECIFICATION AND DELIVERABLES

- 5.1. Successful bidder/s must deliver the type of equipment as specified in ANNEXURE A and B, and according to their SITA Accreditation
- 5.2. The bidder/s is/are responsible for ensuring that quality equipment is delivered without damage, including out of box damage.
- 5.3. All prices must be shown in South African Rands and cents and quoted inclusive of Value Added Tax.
- 5.4. All prices must be firm for Year 1 and thereafter for Years 2 and 3, any adjustment to the Unit Price will be calculated according to the Consumer Price Index (CPI) on date of quotation..

6. EVALUATION PROCESS

Phase 1: Prequalification criteria	Phase 2: Administration and Mandatory Requirements and Elimination Criteria	Phase 3: Price and BBBEE
Bidders must be EME's(Exempted Micro Enterprise) or QSE's(Qualifying Small Business Enterprise) with a minimum BBBEE status level of contributor of 1 or 2.	All bids must comply with the mandatory requirements and failure to comply with any of these requirements will immediately disqualify the bid. The bidder must clearly mark in the table below where in the proposal the supporting evidence is included.	The 90/10 Preference Point System will be used to calculate the points

6.1. PHASE 1: PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

- 6.1.1. Bidders must be EME's(Exempted Micro Enterprise) or QSE's(Qualifying Small Business Enterprise) with a minimum BBBEE status level of contributor of 1 or 2.
- 6.1.2. Bidders must submit a valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit, as applicable.
- 6.1.3. Failure to comply with this pre-qualification criteria will disqualify the bid from further evaluation.

6.2. PHASE 2: ADMINISTRATION AND MANDATORY REQUIREMENTS AND BID ELIMINATION CRITERIA

Bidders will be disqualified if they fail to:

- 6.2.1 Sign and fully complete all the SBDs
- 6.2.2 Submit a letter of good standing from the bank,
- 6.2.3 Submit proof of SITA RFB1183 accreditation in the Eastern Cape and for all services (ICN's).
- 6.2.4 Submit proof that the bidder has an office in the Eastern Cape

Failure to comply with all the above-mentioned requirements will result in the bid being disqualified.

6.3 PHASE 3: PRICE AND BBBEE

The bid proposals shall be evaluated in accordance with the 90/10 principle.

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 4 of the Preferential Procurement Policy Framework Act No 5 of 2000, responsive bidders will be adjudicated on a 90/10 preference point system in terms of which points are awarded to bids as follows:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

7. BID CONDITIONS

- 7.1 Bidders must submit their bid proposals in line with the bid specifications. All prescribed services must form part of the bid proposal. Partial bids shall be disqualified,
- 7.2 ECDoE reserves the right to award the bid in whole or partially,
- 7.3 ECDoE reserves the right not to award the bid,
- 7.4 The highest scoring bidder(s) might be expected to present their proposals to the Bid Evaluation Panel,
- 7.5 Thorough reference checks shall be conducted. Bidders shall be disqualified if found to have misrepresented information in their bid proposals,
- 7.6 Planned Joint Ventures related to this project shall only be considered to be valid if there is proof of agreement signed by all parties involved. In case of the joint venture each party must submit the following:
 - 7.7 Original or certified copies of their entities' audited financial statements,
 - 7.8 Joint BBEE Certificate,
 - 7.9 Bids must be delivered by the stipulated time to the correct address and late bids shall not be accepted for consideration,
 - 7.10 All bids must be submitted on the official forms provided not to be re-typed or online,
 - 7.11 Bidders must register on the Central Supplier Database (CSD) to upload mandatory information namely: (business registration/ directorship/membership/identity numbers; tax compliance status; and banking information for verification purposes),
 - 7.12 B-BBEE certificate or sworn affidavit for B-BBEE must be submitted with the bidding documents,
 - 7.13 This bid is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential procurement regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other Legislation or Special Conditions of Contract,
 - 7.14 Bidders must ensure compliance with their tax obligations,
 - 7.15 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder.
- 7.16 All supporting documentation and manuals submitted with its bid will become ECDoE's property unless otherwise stated by the bidder/s at the time of submission.

8. SPECIAL CONDITIONS

- 8.1 A bid not complying with the minimum requirements stated hereunder will be regarded as not being an "Acceptable bid" and as such will be rejected,
- 8.2 If any pages have been removed from the bid document or have not been submitted,
- 8.3 If the bid document is completed using a pencil. Only black ink must be used to complete the bid Document,
- 8.4 Bidders are requested to submit one (1) original and a copy of their proposals indexed and separated for ease of reference,
- 8.5 The bid has not been properly signed by a party having the authority to do so,
- 8.6 A duly signed and dated original copy of the company's relevant resolution granting, signing and authority of their members or board of directors must be submitted,
- 8.7 Bid offer will be rejected if a bidder or any of the directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 2004 as a person prohibited from doing business with the State,
- 8.8 Bid offers will be rejected if the bidder has abused the ECDoE's Supply Chain management System,
- 8.9 Failure to attach a copy of a valid signed Joint Venture /Consortium agreement (If applicable) the bid document,
- 8.10 Failure to complete and sign the certificate of independent determination or disclosing of wrong Information,
- 8.11 The ECDoE may, before a bid is adjudicated or at any time require the bidder to substantiate claims it has made with regard to preference;
- 8.12 This bid specification shall prevail in the event of a contradiction between the service standard and provision of this bid specification document,
- 8.13 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.

9. OTHER TERMS AND CONDITIONS AFTER THE AWARD OF THE BID

9.1 Contract Information

- 9.1.1 The awarded bidders are expected to have the bid document and be well versed with it at all times as this is a binding document.
- 9.1.2 Bidders have the opportunity to dispute the awarding of the tender within five (5) days after award failing which the ECDoE will not accept any disputes thereafter.
- 9.1.3 The ECDoE reserves the right to request the Service Provider who has been awarded the contract to delay or postpone commencement with the contract within 5 (five) days in the event of a dispute being lodged.

9.2 Unsatisfactory performance

- 9.2.1 Due to the importance attached by the ECDoE to this bid, successful bidders will be expected to observe the bid conditions contained in this specification as well as the time frames relating to the deliverables;
- 9.2.2 The ECDoE may terminate the Agreement with immediate effect and without prior notice to the Service Provider
- 9.2.3 Bidders are therefore requested to take note of all the clauses of the specifications in this invitation to the bid;
- 9.2.4 The ECDoE reserves the right to exercise a breach of contract clause as stipulated in the General Conditions of Contract (GCC), should the appointed services providers perform unsatisfactorily and fail to remedy such poor or non-performance within seven days of receipt of a written request to do so, this excludes cases that can be mutually agreed upon to be beyond reasonable control of the supplier and could be viewed to be a supervening impossibility to perform.
- 9.2.5 The Validity period for the tender after closure will be 120 days.

10. CONTRACT ADMINISTRATION

- 10.1 Successful bidders must advise the Supply Chain Management Unit (Contract Management) immediately when unforeseeable circumstances will adversely affect the execution of the contract,
- 10.2 Full particulars of such circumstances as well as the period of delay must be furnished,
- 10.3 The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

11. ALL PROPOSALS SHOULD BE POSTED OR HAND DELIVERED TO:

The Eastern Cape Department of Education
Steve Tshwete Complex, Zone 6
Zwelitsha
KING WILLIAM'S TOWN

Submissions can be delivered into the tender box between 08h00 and 16h00 Monday to Friday prior the closing date of

Submissions should be in a sealed envelope marked the name of the PROPOSAL NUMBER SCMUX

12. CLOSING DATE AND TIME

The closing date is XX XXXX 2020 at 11h00. No late submission will be accepted.

13. BID ENQUIRIES AND CONTACT PERSON

No telephonic or any other form of communication relating to this proposal will be permitted with any other ECDoE member of staff either by Bidders (as collective bidding team or individual of the bidding team), representative of Bidders, associates of Bidders, shareholders of Bidders, other than with the named individual stated below.

ANY MEANS OF ATTEMPT TO INFLUENCE ADJUDICATION PROCESS OR OUTCOMES OF ADJUDICATION PROCESS WILL RESULT IN IMMEDIATE DISQUALIFICATION OF THE ENTIRE PROPOSAL.

14. REQUEST FOR FURTHER INFORMATION

All enquiries regarding the bid document and information may be directed to the following officials:
Technical Enquiries:

Mr. Benedict Khohliso
Tel: 040 608 4244
Email address: benedict.khohliso@ecdoe.gov.za

Bid Enquiries:
Mr. P Nxozana
Tel 040 608 4524 / 079 693 6148
Fax: 040 608 4663
Email address: pakamile.nxozana@ecdoe.gov.za

RECOMMENDED / ~~NOT RECOMMENDED~~

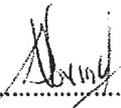


Chairperson:

01/12/2020

Date

Bid Spec Committee



Member: Departmental Bid Spec Committee

01/12/2020

Date



Member: Departmental Bid Spec Committee

01/12/2020

Date

Member: Departmental Bid Spec Committee

Date

Member Departmental Bid Spec Committee

Date

APPROVED / ~~NOT APPROVED~~



Superintendent-General
Mr TS Kojana

22/2/2021

Date

ANNEXURE A- PRICING SCHEDULE

1. It is compulsory that the bidder completes this pricing schedule in full. Failure to do so will invalidate the bidders' proposal.
2. The same format as presented in Annexures A is to be utilised.
3. The pricing schedule must be all inclusive as indicated in the scope of work above eg: Value Added Tax (VAT) AND Transport. The list of costs cited herein is not exhaustive.
4. Transport must be calculated at the prevailing Automobile Association (AA) Rate per kilometer and it must be added into the all-inclusive costs.
6. All technical resources provided by the bidders must meet the following requirements:
 - 6.1. Hold a minimum of a (NQF level 6) in the ICT /IS/ field;
 - 6.2. Have 5+ years applicable experience;
7. All technical resources provided by the bidders must have the following:
 - 7.1. Strong organizational skills
 - 7.2. Must have strong customer service mentality and the ability to effectively communicate with client staff and executives.
 - 7.3. Ability to work efficiently within prescribed deadlines.
 - 7.4. Willingness to learn new software applications in a cloud-based environment is a must.
 - 7.5. Excellent interpersonal skills and written communication skills
 - 7.6. Demonstrate an ability to work well with all types of people.

	ICN.N	NEW DESCRIPTION	MONTHLY – RESOURCE	WEEKLY – per RESOURCE	DAILY – per RESOURCE	HOURLY – per RESOURCE
1.	ICT MANAGEMENT SERVICES					
1.	81112011-000	ICT Management – Technical Management				
1.	81112011-000	ICT Management – Functional Support Management				
1.	81112011-000	ICT Management – Contract Management				
1.	81112011-000	ICT Management – Program Management				
1.	81112011-000	ICT Management – Project Management				
1.	81112011-000	ICT Management – Project Administration Support				
1.	81112011-000	ICT Management – ICT Governance and Compliance				

1.	81112011-000	ICT Management – Document Configuration				
1.	81112011-000	ICT Management – Quality Management				
2. BUSINESS PLANNING AND DEVELOPMENT						
2.	81112011-001	Business Planning and Development – ICT Strategic Consulting				
2.	81112011-001	Business Planning and Development – Business Anal				
2.	81112011-001	Business Planning and Development – Business Proc Architecture				
2.	81112011-001	Business Planning and Development – Information Systems Architecture				
2.	81112011-001	Business Planning and Development – Information Architecture				
2.	81112011-001	Business Planning and Development – Information Technology Architecture				
2.	81112011-001	Business Planning and Development – Business Mod				
2.	81112011-001	Business Planning and Development – Enterprise Architecture				
3. BUSINESS SOLUTIONS DELIVERY SERVICES						
3.	81112011-001	Business Solutions Delivery – System Analysis and Design				
3.	81112011-001	Business Solutions Delivery – Business Solution Developme				
3.	81112011-002	Business Solutions Delivery – Business Solution Certification/Accreditation				
3.	81112011-002	Business Solutions Delivery – Business Solution Maintenan				
3. SPECIALISED BUSINESS SOLUTIONS						
3.	81112011-002	Business Solutions Delivery – Specialised – Business Intellig				

3.	81112011-002	Business Solutions Delivery – Specialised – Geographic Information Management				
3.	81112011-002	Business Solutions Delivery – Specialised – Document and Information Management				
3.	81112011-002	Business Solutions Delivery – Specialised – Knowledge Management				
3.	81112011-002	Business Solutions Delivery – Application Configuration Management				
3.	81112011-002	Business Solutions Delivery – Service Delivery (SLA) Management				
3.	81112011-002	Business Solutions Delivery – Capacity Planning and Availability Management				
4. INFORMATION SECURITY SERVICES						
4.	81112011-002	Information Security – Security Architecture				
4.	81112011-003	Information Security – Business Continuity Consultancy				
4.	81112011-003	Information Security – Policy Development and Implementation				
4. SPECIALISED SECURITY SERVICES						
4.	81112011-003	Information Security – Special Access Control				
4.	81112011-003	Information Security – Special Identity Management				
4.	81112011-003	Information Security – Special Physical and Environmental Security				
4.	81112011-003	Information Security – Special Communication and Operational Security				
4.	81112011-003	Information Security – Special Application Security				
4.	81112011-003	Information Security – Business Solution Compliancy				
5. BUSINESS SOLUTION IMPLEMENTATION SERVICES						

5.	81112011-003	Business Solution Implementa – Application / ICT/COTS Train				
5.	81112011-003	Business Solution Implementa – Training Development and Accreditation				
5.	81112011-004	Business Solution Implementa – Application Deployment Sup				
5.	81112011-004	Business Solution Implementa – Organisational Change Management				
5.	81112011-004	Business Solution Implementa – ICT Infrastructure Acquisitio Management				
5.	81112011-004	Business Solution Implementa – Operational Procedure Development				
6. ICT SERVICE SUPPORT MANAGEMENT						
6.	81112011-004	ICT Services Support Manager – Service Management Centre				
6.	81112011-004	ICT Services Support Manager – Service Level Management				
6.	81112011-004	ICT Services Support Manager – Problem Management				
6.	81112011-004	ICT Services Support Manager – Incident Management				
6.	81112011-004	ICT Services Support Manager – ICT Configuration Managem				
6.	81112011-004	ICT Services Support Manager – Performance and Capacity Management				
6.	81112011-005	ICT Services Support Manager – Change and Release Manag				
7. DATA CENTRE SERVICES						
7.	81112011-005	Data Centre – Data Centre Architecture Planning and Des				
7.	81112011-005	Data Centre – Disaster Recove and Business Continuity				
7.	81112011-005	Data Centre – Printing				
7.	81112011-005	Data Centre – Software Supp and Maintenance				

7.	81112011-005	Data Centre – Database Support and Maintenance				
7.	81112011-005	Data Centre – Data Centre Operations				
8. COMMUNICATION NETWORK SERVICES						
8.	81112011-005	Communication Network – WAN/VPN Planning and Design				
8.	81112011-005	Communication Network – WAN/VPN Development and Implementation				
8.	81112011-005	Communication Network – WAN/VPN Maintenance				
8.	81112011-006	Communication Network – Network Monitoring and Management				
8.	81112011-006	Communication Network – Internet/Intranet Hosting				
8.	81112011-006	Communication Network – Telecommunication				
9. LAN AND DESKTOP SERVICES						
9.	81112011-006	LAN And Desktop – LAN Planning and Design				
9.	81112011-006	LAN And Desktop – LAN Support				
9.	81112011-006	LAN And Desktop – LAN and Desktop Support				

All prices must be inclusive of VAT.

18 ANNEXURE B - SPECIFICATIONS

1. ICT MANAGEMENT SERVICES

The ICT Management Services portfolio consists of services traditionally related to the technical or functional governance of an ICT domain, but with specific reference to the human effort related to such management or administrative activities.

1.1. Technical Management Services: ICN no. 81112011-0001

Technical Management Services will typically be used for the management or supervising of application development, application maintenance, or any technical domain within the ICT environment. The service will typically be called for when one or more technical expertise are required with specific technical experience of proficiencies, as independent resources in an advisory or specific execution role. Any skill combinations may be called for in terms of this service, but services will typically relate to the technical management, inclusive of project and program management.

1.2. Functional Support Management Services: ICN no. 81112011-0002

Functional Support Management Services relates to the management or supervising of teams and individual responsible to functionally support of business solutions, applications, or specific software products. Functional support can range from the effective utilisation of such product, training, data capturing, up to the physical operation of such products. The service will typically be called for when one or more managers are required with background in functional support services, as independent resources in an advisory or specific execution role.

1.3. Contract Management Services: ICN no. 81112011-0003

Often within technical environments dedicated staff is assigned to Contract Management Services. This service will normally relate to the management of supplier/Client contracts and related service level agreement (SLAs) or even internal operational level agreements (OLAs). Experience that will be called in terms of this service will relate to the compilation of such contracts, SLAs and OLAs, definition of service metrics and/or the monitoring of performance indicators.

1.4. Programme Management Services: ICN no. 81112011-0004

This Programme Management Service will normally relate to the monitoring and execution of two or more related or independent projects. Such projects can be executed in a single domain or multiple domains, where the coordination and alignment of such activities or initiatives is crucial for the success in the execution thereof. The programme management services will normally relate to the governance of projects within specific constraints (e.g. financial limits, dedicated resources, regulatory frameworks) or to provide feedback to external stakeholders on the progress of activities within.

1.5. Project Management Services: ICN no. 81112011-0005

Project Management Services can consist of the services of project managers to oversee ICT projects or specific portions thereof, to define standards or to enforce standards. The services may call for certified staff but may also include any other skill sets related to the execution of projects in assistance, coordinating or advisory perspective, to cover the full spectrum of related services or any independent portions thereof. Skills set in this service group may include project management toolset experts or project management methodology experts to assist with defining, auditing or improving project management principles.

1.6. Project Administration Support Services: ICN no. 81112011-0006

Project Administration Support Services may consist of any support service that is used in executing of ICT projects where such capability is required in a full time or part time capacity to ensure the successful

execution of the project. This service focuses on the coordinating project documentation, finances and resource utilisation in context to defined standard.

1.7. ICT Governance and Compliance Services: ICN no. 81112011-0007

The delivery and execution of ICT related services are subject to standards and policies and other regulatory frameworks to ensure its successful completion, interoperability, acceptance and/or certification. Skills sets required in this regard may be any specialist of any ICT discipline, proficient in one or more of the following governance principles in an advisory or execution role:

- 1.7.1. Statutory Frameworks e.g. Act's, Regulations, Prescripts;
- 1.7.2. Policies Frameworks e.g. Security Policy, MISS, Open Standards Policy;
- 1.7.3. Governance Frameworks e.g. COBIT, PMBOK;
- 1.7.4. Best Practice Implementations e.g. ITIL; and
- 1.7.5. Accreditation/Certification e.g. SAQA, PMI, ISO.

1.8. Document Configuration Services: ICN no. 81112011-0008

Configuration services would normally, in basic form, consist of managing documents and other ICT deliverables, where effective version control and traceability of such items are of vital importance. This is not to be confused with Asset Configuration or Software Configuration. These services may consist of the following:

- 1.8.1. Document management in electronic or manual format;
- 1.8.2. Document configuration management i.e. adhering layout or methodology, standards and version control;
- 1.8.3. Language editing; and
- 1.8.4. Document production, reproduction, and distribution.

1.9. Quality Management Services: ICN no. 81112011-0009

Quality Management Services are normally associated with the certification of any ICT business (or portion thereof) in terms of ICT industry best practices, e.g. ISO certification, ITIL certification and PMBOK certification. Besides the initial certification, this service is normally also associated with the auditing of the consistent execution of ICT processes within such certified frameworks with the explicit intension to remain compliant and to constantly improve on such services. Quality Management services can also be applied from a good practise perspective, without the requirement for formal certification.

2. BUSINESS PLANNING AND DEVELOPMENT

The Business Planning and Development portfolio consists of services and skills sets related to the analysis and modelling of business processes, services and information entities, to form part of enterprise, departmental or business process specific architectures to define the ICT operational requirements. The methodologies that need to be applied and the skill sets combinations will be defined in the respective task directives.

2.1. ICT Strategic Consulting: ICN no. 81112011-0010

ICT Strategic Consulting normally consist of advice and consultation on both short- and long-term business objectives of an organisation, identifying how Information and Communication Technologies (ICT) can help resolve immediate needs, while helping the organisation achieve its long-term goals and improve its long-term performance.

Tasked with the development of a strategic ICT plan, such plan would contain key ICT objectives tied to the organisation's business strategy, and a detailed plan of action required to achieve those objectives.

- 2.1.1. A typical strategic consulting process includes the following stages:

- 2.1.1.1. Strategic business analysis, identifying business structure and key business processes (what the system is and what the system does);
- 2.1.1.2. System architecture design, determining key components of a new system and principles of their collaboration;
- 2.1.1.3. System implementation plan, defining a set of major projects to be completed, with timeframes; and
- 2.1.1.4. Execution of the system implementation plan, executing the projects and ensuring achievement of organisational objectives.
- 2.1.2. ICT strategic consulting may:
 - 2.1.2.1. Use formal frameworks or methodologies to identify problems or suggest more effective or efficient ways of performing business tasks; and
 - 2.1.3. Involve the identification and cross-fertilization of best practices, analytical techniques, change management and coaching skills, technology implementations, strategy development or even the simple advantage of an outsider's perspective.

ICT Strategic Consulting Services identifies and quantifies business value through improvement in business and operational efficiencies and helps transform business by creating new business opportunities through ICT.

2.2. Business Analysis Services: ICN no. 81112011-0011

Business Analysis Services would normally be used to analyse business needs, to help identify business problems and propose solutions, using the discipline of business analysis.

Traditionally Business Analysts would develop functional design specifications and are usually involved in improving business processes. They assess the impact of change on business areas and can review and redesign business processes. The Business Analyst liaises between the business side of an enterprise and the ICT function or external Service Providers.

Key profile/skills requirements include:

- 2.2.1. Business Analysts should have background knowledge of the subject to make the requirements gathering efficient, or at least have the skills to apply logical analytical thought to a business issue. This kind of investigation is also known as domain analysis;
- 2.2.2. Business Analysts provides expertise in the modelling of business processes; conduct as-is/to-be business processes, is instrumental in the business process re-engineering (BPR) and involved in the change management exercise;
- 2.2.3. IT capabilities, understanding of what systems can and cannot do;
- 2.2.4. Feasibility studies including analysis around how realistic the requirements are in terms of effort, time and costs;
- 2.2.5. Skills required to successfully execute the business analysis process include:
 - 2.2.5.1. Communication skills;
 - 2.2.5.2. Understanding a variety of technologies and platforms (Client/server and mainframe);
 - 2.2.5.3. Entity-relationship diagrams and relational database concepts;
 - 2.2.5.4. Object-oriented technologies (Rational Rose, object-oriented analysis, object-oriented design, object-oriented programming); and
 - 2.2.5.5. The SDLC;
- 2.2.6. Techniques that a Business Analyst uses to gather and document requirements (existing systems and/or processes) will be based on departmental standards; and
- 2.2.7. The Business Analyst needs to have the ability to assemble, analyse and evaluate data and to be able to make appropriate and well-reasoned recommendations and decisions to support the business stakeholders and the project team.

2.3. Business Process Architecture Services: ICN no. 81112011-0012

Business Process Architecture typically is a process architecture in a written or diagrammatic summary of the value chains and business processes supported by a given organisation.

A good process architecture shows how value chains and business processes are related to each other and to the strategic goals of the organisation.

It establishes processes that links business strategy to Information Technology systems development to ensure business value. It combines process/workflow, functional, organisational and data/resource views with underlying metrics such as costs, cycle times and responsibilities to provide a foundation for analysing value chains, activity-based costs, bottlenecks, critical paths, and inefficiencies.

Business Architecture is the expression of the enterprise's key business strategies and their impact on business functions and processes. Business Architecture aims to:

- 2.3.1. Define the business events, owners, and stakeholders of each business process, as well as the interconnection of the processes, both internal and external;
- 2.3.2. Consists of current and future state models of business functions, processes, and information value chains;
- 2.3.3. Documents the organisation's mission, objectives, and goals;
- 2.3.4. Documents the business functions structure, core business procedures, processes and activities; and
- 2.3.5. Uses functional decomposition diagrams, capabilities and organisational models.

2.4. Information Systems Architecture Services: ICN no. 81112011-0013

This Information Systems Architecture Service will provide for compiling a coherent vision of an organisation's current and target information provision. The information systems architecture will typically make explicit, all the elements of the information provisioning systems and their mutual relationships, their relationships with the business architecture and the ICT- architecture, and the reasons for these ties. The resultant architecture will make recommendations in relation to information functions and structures. These choices are documented in the form of principles, standards and models.

2.5. Information Architecture Services: ICN no. 81112011-0014

Information Architecture (IA) refers to data modelling and the analysis and design of the information within the system, concentrating on entities and their interdependencies. IA models the information requirements of an organisation, driven by the Business Architecture, for the total enterprise and per subject area, independent of organisation and technology.

The Information Architect is responsible to perform the necessary analysis and design tasks related to developing an enterprise information architecture aligned with a set of technology competencies. Information Architect is responsible for defining the EIA process and leads the effective integration of this process with other related business and processes. IA is expressed as a high-level map or information value chain, relating the specific business functions to information needs by describing the key artefacts of business events. IA provides logical models of the business's entities (the categories of relevant and related people or things about which the organisation needs to retain information and elements) and the elements (the smallest artefact of data that the business deals with). IA models the key information flow between business events and between business processes, both internal and external (including conceptual schemas, process flow diagrams, information flow diagrams, association matrices of current and future enterprise information requirements). IA guides the applications development and facilitates integration and sharing of data.

2.6. Information Technology Architecture Services: ICN no. 81112011-0015

ICT Architecture Services refers to the performance of the analysis and design tasks related to the development of technology architectures that is aligned with Client requirements according to the accepted

Process Information Technology Architecture models and guides the infrastructure component of the enterprise's ICT deployment.

It provides the framework and an underlying set of rules and descriptions that govern how complimentary components can together provide an infrastructure base upon which applications can be built, ported and integrated in order to support the business processes of the enterprise. The infrastructure component architectures include the architectures for the computing platform, the network, infrastructure software, middleware, and database architecture.

2.7. Business Modelling Services: ICN no. 81112011-0016

This service will consist of modelling the Client's business as defined by its key strategies, stakeholders, mission, functions, processes, and organisational structures both for current and future state on a project/initiative. Modelling the hierarchical analysis of the key functions, sub-functions, and associated information required in support of the organisation's major activities that provides a framework for developing the information architecture and establishing the information systems development plan.

Business Process Modelling is the process that links business strategy to ICT systems development to ensure business value. It combines process/workflow, functional, organisational and data/resource views with underlying metrics such as costs, cycle times and responsibilities to provide a foundation for analysing value chains, activity-based costs, bottlenecks, critical paths and inefficiencies.

This service caters for the capturing of business models only, to formalise other analysis service and/or the actual gathering of the information. Departmental modelling standards must be adhered to.

2.8. Enterprise Architecture Services: ICN no. 81112011-0017

EA Services is the practice of applying a comprehensive and rigorous method for describing a current and future structure and behaviour for an organisation's processes, information systems, personnel and organisational subunits, so that they align with the organisation's core goals and strategic direction. It relates broadly to the practice of business optimisation in that it addresses business architecture, performance management, organisational structure, and process architecture as well.

In terms of information systems, the EA is a strategic information asset base that defines the overall structure of the business, the information and technologies necessary to support the business, and the transitional processes (i.e. migration plans and configuration management) necessary for implementing new technologies in response to changing business needs. It provides a framework and foundation upon which an organisation can use ICT to address business objectives and gain competitive advantage.

Practice of EA involves developing an architecture framework to model and describe the following:
the "as-is" (current state);
the "to-be" (desired future state); and
the "migration plans" to guide the enterprise from the current state so the desired future state.

3. BUSINESS SOLUTIONS DELIVERY SERVICES

The business solution delivery will encompass all disciplines within the solution development/delivery lifecycle, from design to implementation phases. The service can consist of any one or more or all of the services as listed but related to the business solution delivery.

3.1. Systems Analysis and Design Services: ICN no. 81112011-0018

The System Analysis and Design Services will encompass those skill sets associated with the formulation of functional and/or technical design specifications for ICT solutions. Such specifications will normally be done within the user requirement specifications and in compliance to the Information Technology; information and business architectures defined for the solution.

3.2. Business Solution Development: ICN no. 81112011-0019

Business Solution Development is defined as the physical development, customisation, integration or packaging of an ICT solution, using a predefined technical architecture framework and performed within the application development toolsets and standards.

Skill sets required for this group will vary based on the methodology applied for the solution development and the specific technology applied.

3.3. Business Solution Certification/Accreditation: ICN no. 81112011-0020

Certain business or ICT solutions require certification in terms of compliance to applicable standards, norms or practises, or may require accreditation by specific external bodies, committees, etc, before such solutions can be operationalised. The service may require the involvement of a number of specialists, specialising of specific component of the solution or the support practise in a whole, but mainly focussed on the technical correctness of the solution, rather that the educational/business value thereof.

3.4. Business Solution Maintenance: ICN no. 81112011-0021

Following the successful deployment of the business solutions, such solution needs to maintained in the production state. Maintenance activities can range from software corrective, perfective or adaptive maintenance, data maintenance, database maintenance, user maintenance, utilisation monitoring etc.

Skills sets in this group will vary, based on the nature of the maintenance required and can call for a permanent capacity or ad hoc involvement based on the policies of the Clients.

3.5. Specialised Business Solutions

In the area of specialised business solutions, the focus is in obtaining resources with specific expertise, experience, or capabilities, rather with a focus on a specific skill set. The list of specialised business solutions can be very extensive as the specific functional domain knowledge is combined with the technical disciplines. The following services are therefore a generic approach to current commonly used areas of expertise, but the exact expertise required would be defined when the task directives are issued.

3.5.1. Business Intelligence Services: ICN no. 81112011-0022

This service will consist of people specialising in the analysis of business information and/or specialising in the packaging of such business information to realise the business value thereof. Expertise can range from data warehousing, statistical analysis, to mere information valuation based on operation business knowledge. This skills group will focus on the presentation of the business information on knowledge level and to group such intelligence based on the business value and business impact.

3.5.2. Geographic Information Management Services: ICN no. 81112011-0023

The Geographic Information Management Services have been available for a number of years, especially with Government departments being dependent on the information for their operational existence. The wider availability and commercialisation of spatial data and the recent establishment of governing bodies for information sources and standards within Government, has exponentially increased the availability of GIS data sets and assets. With the availability the demand for such resources has increased considerably, and with it the requirement for skilled resources specialising in the acquisition, decomposition and analysis of spatial data into usable layers of information.

3.5.3. Document and Image Management Services: ICN no. 81112011-0024

Enterprise Content Management (ECM) has become an integral part of the management of business units and departments, in support of business operations, to enable interfacing with external stakeholders and to ensure compliance to appropriate legislation.

The acquisition of information sources into digital mediums and the indexing of such information for reference purpose has become a specialised field. The service will range from the initial consultancy on ECM strategy to the development thereof within a file plan inclusive of back-scanning with a managed workflow defined.

3.5.4. Knowledge Management Services: ICN no. 81112011-0025

The basic information management requirements of most departments have grown to a level where information needs to be converted into knowledge databases. Fuelled by staff turnover and as source of business process improvement initiatives, Knowledge Management Services has become a much-specialised field. Services can range from analysing information, repackaging it, to publishing it in a meaningful structured manner.

3.6. Application Configuration Management Services: ICN no. 81112011-0026

Application Configuration Management Services centre on the version control of application software in the development, test, and production domains. Although increasingly managed by embedded functional offered by most IDE, the actual release management and versioning control in most application/business solution environments remains a challenge, especially for legacy systems.

3.7. Service Delivery (SLA) Management: ICN no. 81112011-0027

After the initial development and implementation of business applications, an ongoing cycle of corrective and improvement initiatives are launched to ensure that such business applications stay in step with actual business changes. Whereas Service Support Management focuses on the operational reaction times to requests, the Service Delivery (SLA) Management focuses in the committed service levels define to ensure that application change requests are dealt with in the contracted manner by the technical teams.

3.8. Capacity Planning and Availability Management: ICN no. 81112011-0028

From a business application perspective, regular interventions are required to ensure that sufficient processing and storage capacity is acquired to ensure the operational availability of business solutions. Capacity planning will involve estimating data growth in relation to transaction volumes in a three to five-year framework.

4. INFORMATION SECURITY SERVICES

4.1. Security Architecture Services: ICN no. 81112011-0029

Security Architecture Services focus of the definition of technical and information security controls within an architecture that will ensure the protection of such information source against illegal intrusion by unauthorised users. Spanning the application, processing and communication domains, security architecture will define the required policies standard and procedures that need to be followed within a set technology framework.

4.2. Business Continuity Consultancy Services: ICN no. 81112011-0030

This service will encapsulate the following activities to define and implement a comprehensive Business Continuity plan that will include:

- 4.2.1. Impact Analysis due to ICT system unavailability and the definition of remedial actions;
- 4.2.2. Development of DRP;
- 4.2.3. Maintenance documentation of the DRP plans; and
- 4.2.4. Testing of the DRP plans from a business perspective.

4.3. Policy Development and Implementation Services: ICN no. 81112011-0031

Guided by the applicable Information Security legislation and the MISS, departments are responsible to define and implement their own security policies.

This Policy Development and Implementation Services will cater for the consultancy services in terms of the definition of the policies and the initial implementation thereof.

Policies shall be defined within the ISS architecture that will govern the planning and acquisition phases of the systems life cycle, as well as during the change management in the operational phase. The ISS architecture shall specify and verify the framework of technical security mechanisms that is used to implement the security policies throughout all phases of the development life cycle. The documented information security architecture shall specify a set of security mechanisms and supporting standards that can be implemented by system developers. Though the security architecture can address security requirements for individual systems, the objective is to identify generic security requirements across departments and to design generic security mechanisms that can be utilised in a wide range of systems.

ISS policy awareness sessions should be conducted to ensure that all business managers understand the key elements of information security, why it is needed and their personal responsibilities in information security.

ISS policy monitoring controls should be established to oversee the implementation and the compliance to the policy.

4.4. Specialised Security Services

Within the Information Security domain certain areas of expertise exist that may function independently or is monitored independently, depending on the already implemented policy and standards implemented in a domain.

4.4.1. Access Control Services: ICN no. 81112011-0032

This service will cater for the analysis and implementation of ICT based access control solutions, including local and remote access to business solutions.

Activities within this service would typically include:

- 4.4.1.1. Definition and monitoring of operating system access control setting and procedures;
- 4.4.1.2. Application specific access controls and procedures;
- 4.4.1.3. User specific access controls and procedures, including user administration (registration, passwords, and deregistering);
- 4.4.1.4. Business process access controls and procedures (segregation of duties);
- 4.4.1.5. Services access controls and procedures; and
- 4.4.1.6. Data level access controls and procedures.

4.4.2. Identity Management: ICN no. 81112011-0033

The service of Identity Management revolves around the unique identification and repetitive confirmation of user identification within business process controls.

This service will include the research, development, and maintenance (assurance) of identity management mechanisms to ensure that personal identification can be confirmed.

This area of expertise would typically focus on:

- 4.4.2.1. Single sign-on environments for business applications;
- 4.4.2.2. Biometrics identification of application users (hardware and related software);
- 4.4.2.3. User authentication based on biometric identification;

- 4.4.2.4. Business process specific authentication requirements (e.g. Biometric confirmation for cancellation of sensitive business events);
- 4.4.2.5. Assessment and reporting on illicit user representation/events; and
- 4.4.2.6. Public Key Identification and certification.

4.4.3. **Physical and Environmental Security: ICN no. 81112011-0034**

Physical and environmental security addressed the access to data centres and other premises where business information or ICT systems are operated.

Typical activities related to these services may be to:

- 4.4.3.1. Perform the risk analysis on current security controls;
- 4.4.3.2. Assess vulnerabilities and quality assurance processes;
- 4.4.3.3. Perform health checks on implemented policies and controls;
- 4.4.3.4. Provide risk assessment governance support (procedures and standards); and
- 4.4.3.5. Perform regular risk analysis reports functions.

4.4.4. **Communication and Operations Security: ICN no. 81112011-0035**

This service will focus on security related to the communication network and within the operations domain.

Responsibilities may include the following:

- 4.4.4.1. Install and manage anti-virus products based on departmental standards. Interfaces with the SITA GCCN may require adherence to some additional SITA standards;
- 4.4.4.2. Install and manage web filtering products;
- 4.4.4.3. Install and manage mail filtering products;
- 4.4.4.4. Install and manage Public Key Infrastructure; and
- 4.4.4.5. Develop and manage processes, procedures, and policies.

4.4.5. **Application Security Services: ICN no. 81112011-0036**

This service will include the defining and implementing application specific security controls. Application security may vary based on business requirements ranging from classification of systems and information, to technology specific constraints/enablers.

Application Security Services will focus on the establishment of procedures and standards per technological domain and may oversee the consistence of implementation of such controls.

4.5. **Business Solution Compliancy Services: ICN no. 81112011-0037**

The Business Solution Compliance Service will focus on the compliancy of business solutions (hardware, software, and combinations thereof) to the departmental security policies and standards. Activities may include the following:

- 4.5.1. Install Intrusion Detection/Prevention Systems or devices;
- 4.5.2. Conduct investigations for compliance;
- 4.5.3. Continuously monitor security compliance;
- 4.5.4. Conduct network audits;
- 4.5.5. Conduct network and/or application penetration tests;
- 4.5.6. Install and maintain public domains on security networks;
- 4.5.7. Presents specialist security training to developers and users;
- 4.5.8. Research and evaluation of security products; and
- 4.5.9. Network/computer security incident response and incident management

5. **BUSINESS SOLUTION IMPLEMENTATION SERVICES**

Following the development of business solutions, such implementation of the applications into the operational departments may require a dedicated project or a continuous support service from the departmental personnel or dedicated resources appointed for such services.

With the deployment of the applications various preparatory actions are required, ranging from site preparation, to process refinement/changes and the people aspect.

5.1. Application/ICT/COTS Training: ICN no. 81112011-0038

Application, ICT and COTS training in broader terms has evolved with the emerging of new technologies and methodologies.

Whilst concepts like e-learning are increasing in popularity, with continued training where end users may be familiar with the basic business application solutions, new business solutions that impact business process, may be better served with conventional classroom training.

This group will cater for all training interventions in terms of the actual training of end users, which may range from basic computer literacy training, commercial software training or customised/developed business application.

5.2. Training Development and Accreditation: ICN no. 81112011-0039

The specialist area of training development has evolved to improve on the success rate of training interventions. With various speciality areas in developing training material, preparing training methodologies and continually improving techniques, certain standards have been set for the training industry. In order to receive recognition on the credibility of training presented of training material used, formal accreditation by SAQA is required on training courses and material used at formal training sessions. Formal NQF ratings will be given to accredited training interventions.

5.3. Application Deployment Support Services: ICN no. 81112011-0040

With the deployment of new Business Application solutions, business areas often need support in terms of the preparation of business processes and/or data before such solutions can be operationalised.

The correct preparation of system values during the staging phase of deployments often determines the accuracy of business rules applicable to the applications. The conversion of historic data and the migration of existing data sources are often underestimated, leading to invalid baseline for trend analysis or other information required during operations or decision-making processes.

5.4. Organisational Change Management Services: ICN no. 81112011-0041

This service focuses on the organisational changes required in preparing for the deployment of new business solutions. Ranging from the basic awareness campaigns and marketing of solutions, change agents are often required to also assist in influencing cultures and perceptions in the organisation. The traditional job security concerns and resistance to change has proven to prolong the deployment periods for applications, if not managed properly.

Skills sets required to manage change will differ per deployment, per user community and per complexity basis of the business application.

5.5. ICT Infrastructure Acquisition Management: ICN no. 81112011-0042

Planning for the deployment of any business application always coincides with a reassessment of the technical capacity of the ICT infrastructure required, especially in terms of network bandwidth and end user equipment. Although this is a formal deliverable of most development methodologies, executing such planned acquisition will require a dedicated capacity for a period in time.

5.6. Operational Procedure Development: ICN no. 81112011-0043

During the transition phase of any new business application, operational procedures need to be developed and often integrated in terms of on-line help functions as part of the software solutions. Operational procedures also need to be constantly updated as the systems evolve and business benefits materialise in terms of business process improvements.

6. ICT SERVICE SUPPORT MANAGEMENT

ICT Service Support Management focuses on the operational support of business applications, ensuring the operational availability of such capability through all elements that may influence the unavailability of the applications for a period in time. The services range from corrective to proactive incident management, depending on the contracted support levels required.

6.1. Service Management Centre Services: ICN no. 81112011-0044

Service Management Centres offers telephony support to all users of business applications, from first line support in terms of direct interventions available to rectify problems, to remote desktop support or the dispatching of technicians for onsite support.

Depending on the placement of the service management centres in relation to the user base, remote support may be availed in order reduce reaction times. A strong focus will also be on establishing proactive monitoring capabilities.

The group will not cater for the establishment of such call centre capability, but rather the contracting of skill sets in support of existing facilities.

6.2. Service Level Management: ICN no. 81112011-0045

Service Level Management within the service management centre consists primarily of the monitoring of performance of SMC Operators in relation to the services level as contracted to with such a centre. Measuring and monitoring calls from receipt to conclusion, service level management will address exceptions, escalations and reporting on performance

6.3. Problem Management: ICN no. 81112011-0046

For each service request received, a proper root cause analysis must be done to determine the position of such problem within the value chain of the larger service delivery.

Recommendations will be made for preventative measures to be implemented and resolutions will be published to a knowledge base for future reference. In addition to reactive analysis, the problem management services will also address the proactive identifying of areas that can impact on current service support as well as the analysis of trends that could highlight improvement areas.

6.4. Incident Management: ICN no. 81112011-0047

For all incidents reported via the service management centre, incident management aims to restore of such ICT services with minimal disruption on business.

Mainly responsible to monitor and track requests in line with predetermined SLAs to improve service delivery effectively and efficiently to the customer.

Incident Management also facilitates escalation management in line with predetermined SLAs. Provides online management and operational reports to facilitate corrective and preventative action.

6.5. ICT Configuration Management: ICN no. 81112011-0048

This service will consist of the integration of ICT assets and the configuration of such asset configuration info into the Service Management Centre or Help Desk systems.

Resources will be responsible to establish and to maintain records with respect to relationships between ICT elements involving hardware, software, and associated applications. Specialised skills in terms of networks, desktop and application knowledge will be required.

6.6. Performance and Capacity Management: ICN no. 81112011-0049

Performance and Capacity Management is directly related to the business requirements by ensuring that sufficient capacity is available at all times and is involved in incident resolution and problem identification for those difficulties relating to capacity issues.

Capacity management should also be actively involved in evaluating all changes, as a change could very easily have an adverse effect on the capacity and hence performance of the system. This includes managing the cumulative effect on capacity of changes over a period of time.

Performance management's aim is to enable meeting service level commitments for support levels, transaction volumes, turn-around times, and resilience and response times.

6.7. Change and Release Management: ICN no. 81112011-0050

Change and Release Management will cater for the analysis and communication of the impact of any changes to hardware, software and applications that will influence the formal operational availability and functionality of services. Changes will normally be centrally defined, evaluated and approved prior to implementation. Change management may be managed through Cross Functional Change Advisory Boards if fulltime resources in all disciplines are not secured.

7. DATA CENTRE SERVICES

7.1. Printing Services: ICN no. 81112011-0053

This Printing Services group will consist of the processing of large batch related printing services, consisting of the following:

- 7.1.1. Large batch job printing services (e.g. reports, pay sheets);
- 7.1.2. Forms design for pre-printed stationary of predefined communication media;
- 7.1.3. Sorting and despatching of printed material;
- 7.1.4. Coordination of maintenance on all lasers and line printers; and
- 7.1.5. Control over face-value forms.

7.2. Software Support and Maintenance: ICN no. 81112011-0054

Software Support and Maintenance services is focused on the operating software and will include the following key services:

- 7.2.1. Maintaining software configuration records;
- 7.2.2. Maintaining software version control;
- 7.2.3. Implementing new versions of the operating systems (including planning operating system installation, testing, adaptation, training, deployment and adaptation of standards or procedures);
- 7.2.4. Providing back up recovery of the operating systems;
- 7.2.5. Controlling the operating system's configuration;
- 7.2.6. Configuring and installing third party products; and
- 7.2.7. Optimising the operating systems.

7.3. Database Support and Maintenance: ICN no. 81112011-0055

The Database Support and Maintenance service will consist of two key components, being Application DBA services and DBMS support services. Mutually exclusive the typical services in each grouping are as follows:

7.3.1. DBA application support:

- 7.3.1.1. Support and consultation to development staff throughout the application development cycle;
- 7.3.1.2. Modelling and normalising data contained in the DBMS;
- 7.3.1.3. Physical design of databases according to database and environmental constraints and the implementation thereof;
- 7.3.1.4. Creating and maintenance of a data dictionary;
- 7.3.1.5. Monitoring and advise on the effective use of the DBMS and related tools; and
- 7.3.1.6. Optimising the database access.

7.3.2. DBMS support:

- 7.3.2.1. Installation, testing, tuning, and deploying version and revision of DBMS software;
- 7.3.2.2. Maintaining, revising, and upgrading DBMS software;
- 7.3.2.3. Providing back-up and recovery mechanisms;
- 7.3.2.4. Managing the database administration;
- 7.3.2.5. Verifying database designs prior to implementation;
- 7.3.2.6. Providing first line technical support to application development staff and operational staff; and
- 7.3.2.7. Implementing technical manual guidelines for system migration and development activities.

7.4. Data Centre Operations: ICN no. 81112011-0056

This group of services will ensure the optimal availability of mainframe, midrange servers and peripheral devices, including the applications and operating software of such devices.

Typical associated tasks will include:

- 7.4.1. Scheduling/planning of operational and batch tasks and the monitoring thereof;
- 7.4.2. Workload balancing for optimal performance of processors;
- 7.4.3. Development of job control software;
- 7.4.4. Operating and monitoring of storage media (local and remote);
- 7.4.5. Operating and routing of line- and laser print output;
- 7.4.6. Performing of housekeeping procedures; and
- 7.4.7. Identify, evaluate, escalate and respond to hardware, software and application software errors and problems.
- 7.4.8. Skills sets may include the actual operating staff, supervisors, production planning and management resources.

8. COMMUNICATION NETWORK SERVICES

All services associated to the GCCN and contracted VPNs must be rendered by SITA as intended in the SITA Act and in terms of existing agreements.

SITA tenders were published for the establishment and maintenance of most services related to communication networks. The following tenders (or related replacement tenders) must be used to acquire the services of contractors for the services as intended in terms of engagement models of such tenders:

- a) Networking design, data and voice cabling installation, extension, and maintenance thereof on the local area
- b) networks.
- c) LAN and WAN Maintenance.
- d) Supply and Installation of LAN and WAN Equipment.

This group of services is intended for the sole use of the Client who has not transferred their private telecommunications networks and value-added network services to SITA.

This group will therefore consist of services related to the maintenance support services and management of already established wide area networks, virtual private networks, telecommunication services and related services offered in such domain.

This category caters for appointing certain grouped skills with a focus of managing the contracting of services and service delivery of suppliers in terms of Tenders as per par a up to c above (or replacement tender), or to manage inalienable functions within the ambit of the service group.

Services secured through this tender may not constitute a potential conflict of interest with suppliers appointed in terms of tenders as per par a up to c above.

8.1. Planning and Design: ICN no. 81112011-0057

This service will cater for the appointment of specialists in the planning and design of WAN or VPN, to work in consultation or in a quality assurance capacity with suppliers appointed in terms of tender(s) as reference under Table 8 par a – b above.

Services may include:

- 8.1.1. Providing consulting services;
- 8.1.2. Planning and design of network solutions;
- 8.1.3. Formulation of infrastructure provisioning strategies; and
- 8.1.4. Monitor external trends in technology solutions.

8.2. WAN/VPN Development and Implementation: ICN no. 81112011-0058

This service will cater for appointing specialists for the management of WAN and VPN development and implementation services. This service will focus on the specifications for contracting and in quality assurance capacity with suppliers appointed in terms of replacement tenders.

8.3. WAN/VPN Maintenance Services: ICN no. 81112011-0059

The WAN/VPN Maintenance Service will cater for appointing specialists for the management of WAN and VPN maintenance services. This service will focus on the specifications for contracting and in quality assurance capacity with suppliers appointed in terms of replacement tender.

8.4. Network Monitoring and Management Services: ICN no. 81112011-0060

This service will cater for the appointment of specialists for the monitoring of the utilisation of the network hardware and software. In consultation with the WAN/VPN planning Architects and other network specialists, this service will focus on the interaction and assurance capacity with suppliers appointed in terms of replacement tenders.

8.5. Internet/Intranet Hosting Services: ICN no. 81112011-0061

In most business solutions areas, the development and/or hosting of Internet and Intranet services are dealt with within the Network domain. The hosting, monitoring and the management of the service are done via the converged communications environments. This service does not cater for the development of Internet and Intranet solutions, but merely the hosting of such business solutions within the secure data centre domains.

8.6. Telecommunication Services: ICN no. 81112011-0062

This service will cater for the appointment of specialists in the planning, design and maintenance of Telecommunication Services which include VoIP technologies, IP Telephony, PABX, Telephone Management Systems, to work in consultation or in a quality assurance capacity with suppliers appointed in terms of tender 385 or 439 or replacement tender.

Services may include:

- 8.6.1. Providing consulting services;
- 8.6.2. Planning and design of voice related solutions;
- 8.6.3. Formulation of Voice infrastructure provisioning strategies;

- | | |
|--------|---|
| 8.6.4. | Maintenance and support of Telecommunication environment; and |
| 8.6.5. | Monitor external trends in technology solutions. |

9. LAN AND DESKTOP SERVICES

The logical grouping of LAN and Desktop services is aimed at providing end user support in terms of the optimal performance and availability of network connected and unconnected workstations, as well as the maintenance of such network infrastructure.

SITA tenders were published for the supply, establishment and maintenance LANs and desktop. The following tenders (or related replacement tenders) must be used to acquire the services of contractors for the services as intended in terms of engagement models of such tenders:

- a) Networking design, data and voice cabling installation, extension and maintenance thereof on the local area networks.
- b) LAN and WAN Maintenance.
- c) Supply and Installation of LAN and WAN equipment.
- d) Seat Management Services for lease or outright purchase of end user workstations.

Services secured through this tender may not constitute a potential conflict of interest with suppliers appointed in terms of tender as per par a up to c above.

9.1. LAN Planning and Design: ICN no. 81112011-0063

This service relates to designing and planning LAN architectures based on user requirements, with associated Change Management, Capacity Management, Availability Management, Configuration Management, LAN Service Continuity Management, Service Support Plans and Security Management.

Designs will include Integration planning, LAN Management Tools, Database Management and quality assurance; establishing service improvement initiatives as part of local area network management functions, to ensure the improvement of the service.

9.2. LAN Support Services: ICN no. 81112011-0064

This service addresses the operational control and management of LAN services, it's components and configurations.

Key activities include:

- 9.2.1. Installation, de-installation, distribution, configuration, re-configuration, housekeeping and preventative maintenance, inventory, and asset management under control of Configuration Management process;
- 9.2.2. Management of all LAN Event Lifecycle and Event reporting including logging and analysis;
- 9.2.3. Workload scheduling and management, output and printer scheduling management, secure control and distribution of electronic and physical output media, fail-over testing, and disaster recovery testing;
- 9.2.4. Storage and information management, system backup and recovery and database management and administration;
- 9.2.5. Management and control of operational security which involves the control and management of access to all operational infrastructure both physically and logically, security monitoring by detection and containment of all intrusion attempts or unauthorised access, logging, management and reporting of all security events and exceptions;
- 9.2.6. Management of supporting operational processes which include the management of operational documentation, information logging and collection, information analysis and scripting; and
- 9.2.7. Pro-active operational management by reviewing operations process for efficiency, effectiveness and compliance, operational tuning, internal or external audits.