

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COMMUNITY SCHEMES OMBUD SERVICE					
BID NUMBER:	CSOS006-2022		CLOSING DATE: 5 SEPTEMBER 2022		CLOSING TIME: 12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS (ELECTRONIC RECORDS MANAGEMENT) TO THE COMMUNITY SCHEMES OMBUD SERVICE (CSOS) FOR A PERIOD OF FIVE (5) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Building 4 Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion					
COMPULSORY VITRUAL BRIEFING SESSION ON THE 23rd OF AUGUST 2022 AT 11H00.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Zakithi Zwane		CONTACT PERSON	Mawande Jadezweni	
TELEPHONE NUMBER	(010) 593 0533/ 060 545 1150		TELEPHONE NUMBER	(010) 593 0533/ 066 305 8300	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@csos.org.za		E-MAIL ADDRESS	Mawande.Jadezweni@csos.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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

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

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

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES

☐ NO

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

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE
PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS
(ELECTRONIC RECORDS MANAGEMENT)**



REQUEST FOR PROPOSAL (RFP)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE
PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS
(ELECTRONIC RECORDS MANAGEMENT) TO THE COMMUNITY SCHEMES OMBUD
SERVICE(CSOS) FOR A PERIOD OF FIVE (5) YEARS.

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<u>ACRONYM</u>	<u>DESCRIPTION/DEFINITION</u>
ECDMS	Enterprise Content and Document Management Solution
ERP	Enterprise Resource Planning
CSOS Connect	CSOS Core business capabilities solution
SaaS	Software as a Service
IaaS	Infrastructure as a Service
ODBC	Open Database Connectivity
POPIA	Protection of Personal Information Act of South Africa
GDPR	General Data Protection Regulation
WAN	Wide Area Network
SOW	Statement of Work

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1. TERMS AND CONDITIONS

THIS REQUEST FOR PROPOSAL (RFP) HAS BEEN COMPILED BY THE CSOS AND IS MADE AVAILABLE TO BIDDERS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDERS ARE DEEMED TO ACKNOWLEDGE AND ACCEPT:

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

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- 1.9. Neither the CSOS nor any of its respective directors, officers, employees, agents, representatives, or advisors will assume any responsibility for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to this RFP.
- 1.10. No entity or associated entities may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the CSOS, result in disqualification of both entities.
- 1.11. Any material changes in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid must be brought to the attention of the CSOS Supply Chain Management ("SCM") Section in writing. The CSOS shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any Bidder and may in its sole discretion disqualify the Bidder from any further participation in the bid process.
- 1.12. Any requirement set out in this RFP which stipulates the form and/or content of any aspect of a Bid is stipulated for the sole benefit of the CSOS, and unless the contrary is expressed, may be waived by the CSOS in its sole discretion at any stage in the bid process.
- 1.13. The CSOS and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.14. All Bids submitted to CSOS shall become the property of the CSOS and will not be returned to the Bidders. The CSOS will make all reasonable efforts to maintain the information contained in proposals confidentially.
- 1.15. A Bid submitted by the Bidder shall be considered non-responsive if it shows any omissions or irregularities of any kind. However, the CSOS reserves the right to waive any aspect of non-responsiveness and to make an award in the best interest of the organization, provided that any such waiver shall be applied consistently across all Bidders.
- 1.16. The CSOS reserves the right to accept or reject in part or whole any submitted Bid submitted.
- 1.17. The CSOS reserves the right to require a Bidder to provide a formal presentation of its RFP at a date and time to be determined by the CSOS. The CSOS shall provide adequate

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instructions and clarification regarding the purpose and scope of the presentation. All expenses shall be borne by the Bidder.

1.18. In this RFP, the words “service provider”, “supplier” will be used interchangeably to refer to the Bidder.

1.19. All costs associated with the preparation and submission of the Bid remain the responsibility of the Bidder. The costs shall not be chargeable to the CSOS by the successful or unsuccessful Bidder.

1.20. All Bids must be formulated and submitted in accordance with the requirements of this RFP.

1.21. Bids received after the closing date and time as specified in this RFP shall be rejected.

1.22. The CSOS is not obliged to appoint a bidder with the lowest price, if, based on its sole discretion and assessment, the said bidder does not exhibit or demonstrate adequate capacity or full comprehension of the scope of work to be undertaken.

1.23. In this regard, CSOS may appoint the second-ranked bidder provided that the reasons for such deviation are properly justified and accurately recorded.

2. INTRODUCTION

2.1. The Community Schemes Ombud Services (CSOS) is established in terms of Community Schemes Ombud Services Act 2011 (Act 9 of 2011), to regulate the conduct of parties within community schemes and to ensure good governance within community schemes. To deliver on its mandate, key amongst the priorities of the organisation is:

2.1.1. Regulations of all community schemes.

2.1.2. Provision of Dispute Resolution Services.

2.1.3. Quality assurance and keeping custody of schemes governance documentation.

2.1.4. Providing access to schemes governance documentation to the members;
and

2.1.5. Ensuring good governance within community schemes.

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3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP).

- 3.1. The purpose of this Request for Proposal (RFP) is to appoint a suitably qualified service provider to provide an Enterprise Content and Document Management Solution (ECDMS) for a period of 5 years to enable the CSOS to manage and maintain all hardcopy and electronic record documentation.
- 3.2. The required Electronic Content and Document Management System must comply with the National Archives and Records Services Act (Act 43 of 1996, as amended) or any recognised international standards.
- 3.3. To successfully achieve the above-mentioned objectives and further improve its documents and records management processes, and become compliant with regulations, CSOS is seeking for a bidder to provide a professional service that will ensure successful ECDMS implementation in a timely and professional manner. Below are the key performance indicators:
- 3.3.1. Reduced amount of paper in use.
 - 3.3.2. Reduced cost for off-site storage (electronic records will be mainly used).
 - 3.3.3. Provide for institution-wide access to unstructured data and information not previously accessible.
 - 3.3.4. Integration to Enterprise and Core Business applications.
 - 3.3.5. Enhanced effective organisation intelligence.
 - 3.3.6. Ensure data integrity and information as an asset.
 - 3.3.7. Provide for faster finding of correct information (enhanced customer service).
 - 3.3.8. Provide a single point of access to information (single sign-on).
 - 3.3.9. Ensure full application of record management principles (record life cycle and audit trail).
 - 3.3.10. Improved information security.
 - 3.3.11. Reduced Reputational risk.

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- 3.3.12. Change management for all stakeholders; and
- 3.3.13. Improved communication and culture of information sharing (Knowledge Management).
- 3.3.14. Section 13 of the National Archives and Records Services of South Africa Act, 43 of 1996 requires public entities to manage their records in a well-structured record-keeping system.
- 3.3.15. Records Management is part of the CSOS' broader function of governance, risk management and compliance.
- 3.3.16. The records management within the CSOS is devoted to the management of information throughout its life cycle, from the time of creation to its eventual disposition. This includes identifying, classification, storing, securing, retrieving, tracking, and destroying or permanently preserving records.
- 3.3.17. In order to preserve its institutions' memory, the CSOS is committed to secure information and document management services in line with the provisions of the National Archives Act, 43 of 1996 and to reducing vulnerability to legal challenges or financial loss while promoting best value in terms of human and space resources through greater coordination of information storage systems.
- 3.3.18. The CSOS has documents currently situated at its Head Office in Centurion as well as in its two Regional Offices, in KZN and in the Western Cape and with the current off-site storage service provider and need to be stored in a readily available safe, secure environment which is in accordance with the minimum NARS requirements, and to be managed and retrieved as and when the need arises.

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4. CSOS OVERVIEW.

4.1. CURRENT OFFICES

- 4.1.1. Head Office and Gauteng (GP) regional Office located at 8 Bauhinia Street, Berkeley Office Park, Highveld Technopark, Centurion.
- 4.1.2. Western Cape (WC) regional Office located at 8th Floor Constitution House, 124 Adderley Street, Cape Town.
- 4.1.3. Kwa-Zulu Natal (KZN) regional office located at 7th Floor Aquasky Towers, 275 Anton Lembede Street, Durban.
- 4.1.4. Gqeberha satellite office located on the 3rd Floor, Fairview Office Park, Regus Building, 66 Ring Road, Greenacres, Gqeberha.
- 4.1.5. CSOS does intend to have regional presence throughout South Africa.

4.2. OTHER ACCESS LOCATIONS

- 4.2.1. All employees are given operational tools of the trade to enable remote working while still being able to access any internal hosted applications.

4.3. CURRENT APPLICATIONS

- 4.3.1. Table below gives an overview of the current applications, the versions currently in use, the number of users who utilise the modules and the business units.

TABLE 1

APPLICATION (VERSION)	MODULE	NO. OF USERS	BUSINESS UNIT
Sage Evolution 7.20.9.014	Core Finance Modules	66 User License	Finance
	Advanced Procurement		SCM
	Annuity Billing		Revenue Management
Sage VIP Premier 5.8a	Payroll	5	Expenditure and HR
Sage HR Premier 22.3.0.1	Human Resource Management	2	HR
Sage Premier ESS v11.1.3.0	Employee Self Service	176	All CSOS Employees
Dynamics AFS Plus	Annual Financial	5	Budgeting and

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APPLICATION (VERSION)	MODULE	NO. OF USERS	BUSINESS UNIT
	Statements Management Accounts		Reporting
CSOS Connect	Registrations Dispute Resolution (Case Management) Schemes Governance	N/A	All core business units

4.3.2. The CSOS is in the process of developing and implementing a solution for the core business services in conjunction with a third-party service provider, this solution is called CSOS Connect.

4.3.3. The CSOS is in the process of procuring a solution for the Enterprise Resource Planning solution (ERP) and expects to have the procurement process completed within Quarter 2 of 2022/23.

4.3.4. The ECDMS solution will be expected to integrate with these two mentioned solutions (CSOS Connect and ERP).

4.3.5. Diagrams 1 and 2 illustrate the modules for the ERP and CSOS Connect.



Figure 1: Enterprise Business Capabilities for the ERP solutions

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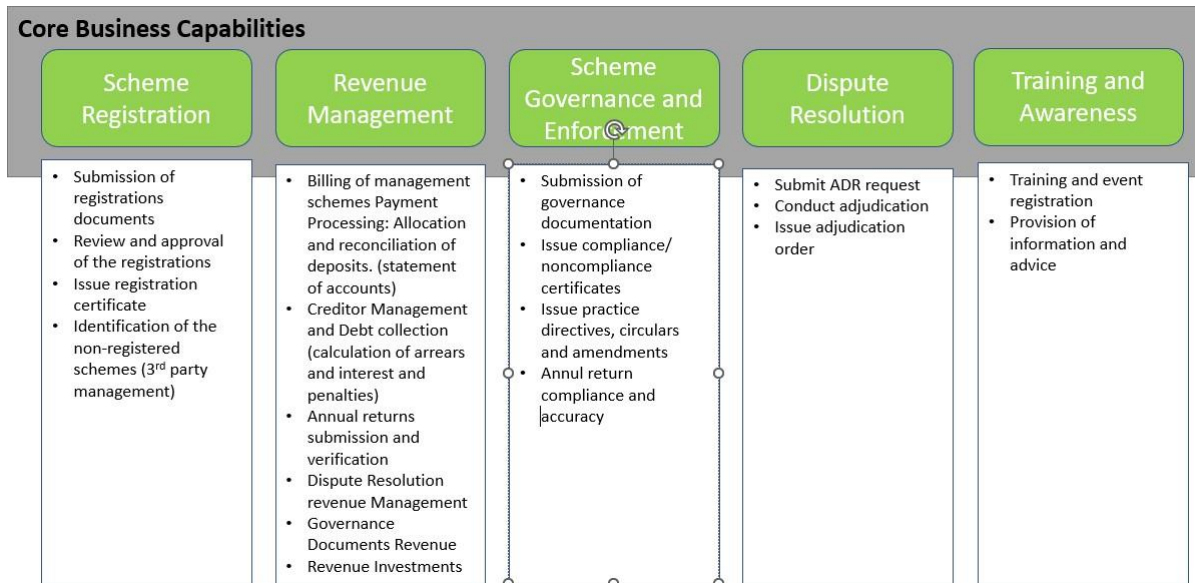


Figure 2: Core Business Capabilities for CSOS Connect.

4.4. INFRASTRUCTURE (CURRENT ICT LANDSCAPE)

- 4.4.1. There are three CSOS regional offices each with an internal server room (Datacentre) and each regional office has a domain controller.
- 4.4.2. All ERP applications listed in Table 1 above are hosted internally at the Head Office except for Dynamics AFS which is hosted with the third-party service provider.
- 4.4.3. The entire CSOS network operates on a Microsoft operating system network.
- 4.4.4. There are three Microsoft Hyper-V hosts at the Head Office with twelve (12) Virtual Servers and three other physical servers (domain controllers).
- 4.4.5. Most applications are configured for single sign-on using Microsoft Azure AD.
- 4.4.6. The three offices are connected via a Hosted MPLS VPN with a central breakout protected by a dedicated firewall (Diagram provided).
- 4.4.7. The Gqeberha satellite office is not connected on the MPLS VPN, the users in this office utilise LTE connectivity.

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4.4.8. The CSOS messaging platform is hosted on the 1Microsoft Office 365 Platform and is currently running on the Exchange Online Plan 1 with Office 365 Business premium.

4.4.9. The CSOS Connect solution is externally hosted by the implementing partner.

4.5. NETWORK TOPOLOGY

4.5.1. The CSOS utilises a single domain, csos.org.za.

4.5.2. The network is TCP/IP.

4.5.3. Internal Active directory platform is Microsoft Active Directory 2012R2.

4.5.4. The LAN is configured to auto (1000 M Bits full duplex) to workstations.

4.5.5. Remote access to internal applications and resources MPLS is via VPN connection through the FortiGate Firewall.

4.6. DESKTOP TOPOLOGY

4.6.1. Operating system: Microsoft Windows 10 Professional (64 Bit)

4.6.2. Productivity Software: Microsoft Office 365 suite including MS Teams

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4.7. WAN INFRASTRUCTURE OVERVIEW

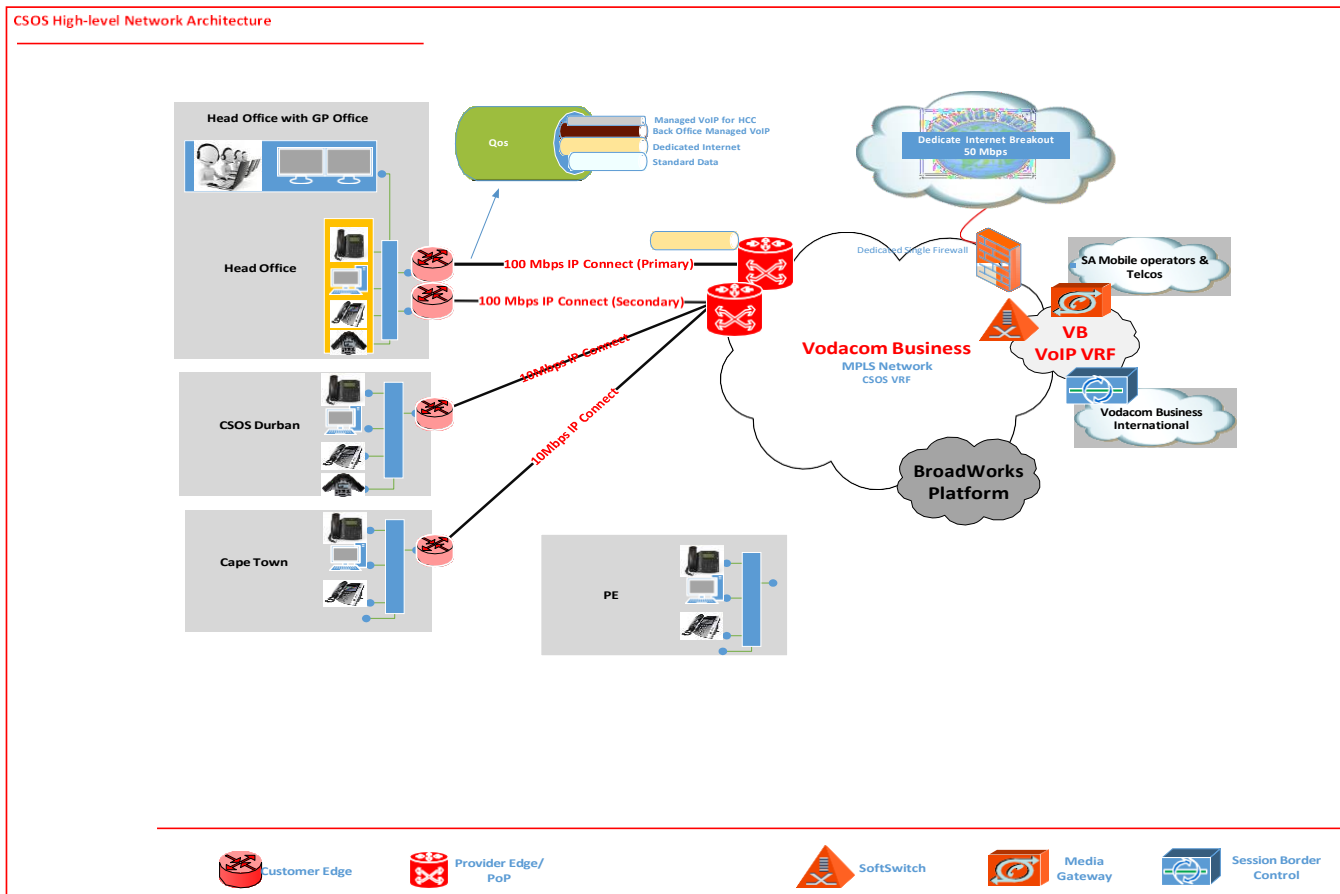


Figure 3: Current WAN architecture describes the WAN connections between the different region

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5. SCOPE OF WORK

- 5.1. The successful bidder will be required to provide a professional, efficient ECDMS that will allow all CSOS records to be classified in accordance with the CSOS approved policies and records classification scheme.
- 5.2. The system needs to be a safe and confidential electronic document and records management platform whereby documents can be created, scanned, indexed, and electronically stored and retrieved in a manner that is easily and readily accessible. This solution should at a minimum include (refer to Annexure A for detailed requirements):
- 5.2.1. Design a content and document management architecture based on CSOS requirements.
 - 5.2.2. Implementation in adherence to CSOS Records Management Policy and give input to subsequent reviews.
 - 5.2.3. Give input to the development of the data classification policy.
 - 5.2.4. Enable CSOS electronic content to be stored in a secure manner.
 - 5.2.5. Provide a user-friendly interface for CSOS users to search, retrieve and upload CSOS content.
 - 5.2.6. Provide an ability to digitize all hard copies documents e.g., scanning interface.
 - 5.2.7. Migrate all existing electronic content to a single enterprise platform.
 - 5.2.8. Fully integrate with CSOS core and enterprise business applications; and
 - 5.2.9. Provide for back-up and disaster recovery capabilities.
- 5.3. Provide for all solution implementation services for the successful implementation of the solution, including but not limited to:
- 5.3.1. Project Management
 - 5.3.2. Design and Architecture
 - 5.3.3. Technical services (e.g., configuration and customisation).
 - 5.3.4. Data migration.

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- 5.3.5. Training and Change Management.
 - 5.3.6. Implementation support.
 - 5.3.7. Skills transfer to CSOS ICT resources.
 - 5.3.8. Provide for all required licenses and subscription services for the full contract duration.
 - 5.3.9. Provide maintenance and support services once the solution is implemented.
 - 5.3.10. Provide all ICT cloud hosting services through the solution OEM (SaaS- Software as a Service) or through a reputable commercial cloud hosting provider with data centres located in South Africa.
- 5.4. Provide a comprehensive and reliable off-site storage facilities and records management and retrieval programme, comprising the following;
- 5.4.1. A secure and safe storage facility, which is suitable for the needs of CSOS and mitigates risks associated with records storage.
 - 5.4.2. The storage facility must be large enough to cater for the current CSOS files, documents, records, etc. within the current storage facility as well as in the offices and may expand by 5% per annum over the contract period.
 - 5.4.3. Collection and removal (delivery/transportation) of records, boxes and files from the CSOS offices to the off-site storage in a secure transport/delivery facility when the need arises.
 - 5.4.4. An acceptable and effective records management system to enable the tracking and retrieval of documents.
 - 5.4.5. Retrieval services for stored records at the off-site storage facility and delivery to CSOS offices within two working days.
 - 5.4.6. The provision of storage boxes and relevant tracking labels for the records to be transferred from the CSOS offices to the off-site storage.
 - 5.4.7. The collection and removal (delivery/ transportation) of records and files from the CSOS offices to the off-site storage, as and when required by CSOS.

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- 5.4.8. Provide the CSOS with the critical aspects of the Disaster Recovery Plan.
- 5.4.9. Relocation of the existing records and files from the CSOS office's storeroom to the new off-site facility.
- 5.4.10. Relocation of the existing records and files from the current off-site storage to the new off-site facility. The CSOS currently has 266 boxes held with Metrofile in Johannesburg.
- 5.4.11. The off-site storage facilities should be located within a 30km to 50km radius from the CSOS offices.
- 5.4.12. Records Management system to allow CSOS access to the inventory of its record.
- 5.4.13. The documents collected for storage must be sorted and filed in accordance with the filing system in such a manner that they will be easily retrieved when required. The documents must be well preserved and carefully handled at all times to ensure no damage or destruction of such information. All files and boxes that have noticeable damage as a result of regular handling must be replaced to prevent any further damage.
- 5.4.14. The Service Provider shall be required to have a national footprint to be able to collect documents, records, data, etc from the Centurion, Western Cape and KZN Offices.
- 5.4.15. The Service Provider must be able to provide packaging boxes, stationery and consumables and staff to render labelling and indexing services before records are removed from the CSOS offices and/or current storage facilities when required.
- 5.4.16. The Service Provider must attach a list of detailed Bills of Quantities that is costed per item and summary of totals for monthly cost and overall cost for a period of 60 months.

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6. ANNEXURE A – TECHNICAL REQUIREMENTS

6.1. FUNCTIONAL REQUIREMENTS

- 6.1.1. The electronic solution supports the capture of documents and records that are stored as single electronic files.
- 6.1.2. The solution must support the capture of a variety of file types, including:
 - 6.1.2.1. Support doc/x, xls/x, ppt/x, mpp, vsd/x, jpg, tiff, pdf/a, gif, dgm, png; this list is not exhaustive.
 - 6.1.2.2. Support audio and video files like mp3 and mp4.
- 6.1.3. The solution fully integrates with other desktop applications to allow importing documents to ECDMS system:
 - 6.1.3.1. The solution must integrate with MS 365 including word, excel, outlook, PowerPoint, publisher, one-note, Visio, project etc.
 - 6.1.3.2. The solution must integrate with Adobe Acrobat Reader and Professional; and Integrate screen capture using Microsoft snipping tool or Print Screen.
- 6.1.4. The solution allows document versioning (**Version Control**):
 - 6.1.4.1. The solution must allow multiple versions of documents.
 - 6.1.4.2. Support the concept of 'check-in and check-out' for documents.
 - 6.1.4.3. Allow configurable automatic check out of a document, whenever the document is opened.
 - 6.1.4.4. Allow configurable automatic check-in of a document whenever the document is closed.
 - 6.1.4.5. Allow to list the difference on the version of document if any records are modified.
- 6.1.5. The solution must have an intuitive interface:
 - 6.1.5.1. The solution must have an intuitive user-friendly interface including drag and drop menus and toolbars and must be familiar with windows interface.

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6.1.6. The solution provides quick-viewing options for documents and records:

6.1.6.1. The solution should have preview functionality for documents and records, so the end user can identify the document type, format and a portion of the content before opening it.

6.1.6.2. Provide file 'viewer' features including zoom, pan, rotate.

6.1.6.3. Provide 'thumbnail' views of documents and records in a search result before invoking the native application to open the document.

6.1.7. The solution allows the storage of email message:

6.1.7.1. To allow the end user to capture an email message including attachments.

6.1.8. The Solution to provide workflow (to route documents).

6.1.9. The solution must be secure with encryption and decryption capabilities.

6.1.10. The solution keeps an audit trail of all activities to be able to report on these activities as needed:

6.1.10.1. The solution must maintain an audit trail of all activities by the end user for each document:

6.1.10.2. To have a reporting capability for authorized end users, to provide management and statistical reports on system activity.

6.1.11. The solution's mobile application capability:

6.1.11.1. To provide capability to take notes while in the field.

6.1.11.2. To have capability to read or view the document.

6.1.11.3. To provide the capability to edit the document; and

6.1.11.4. To provide integration to capture records from different applications that are acquired from time to time.

6.1.12. The solution must have extensive search capabilities:

6.1.12.1. The solution must be able to search the file name when entered by the user in the interface.

6.1.12.2. To be able to search the metadata; and

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6.1.12.3. To be able to have robust and intuitive search capabilities.

6.1.13. Security and access Control (User Access Capability, Teams, Individuals and Groups):

6.1.13.1. The solution must manage security groups based on end user roles within the organization.

6.1.13.2. Identify the access and rights of end users within ECDMS System.

6.1.13.3. Share content with approved end users from across the organization through defined workflow.

6.1.13.4. Add extra level of security to some documents as may be required by the needs of departments and teams.

6.1.13.5. The solution must control what actions can be performed on which records – such as read, edit, update, metadata, perform administrative actions, etc.

6.1.13.6. Be able to provide restrictions on the ability to modify stored, declared records and their associated metadata.

6.1.13.7. Support the implementation of appropriate controls based on the security classification content (high, medium, low, and unclassified information); and

6.1.13.8. The solution should be able to manage distribution groups or list by end user and by group.

6.1.14. Reporting capabilities

6.1.14.1. The solution must have pre-configured reports.

6.1.14.2. The solution must be able to permit the creation of user defined reports.

6.1.14.3. The solution should have the ability to produce graphs and numerical data.

6.1.14.4. The solution must have the ability to export to MS Excel format and PDF.

6.1.14.5. The system must have a full audit trail of user activity. The system must produce reports to be used for operational purposes and allow to monitor the service providers SLA performance.

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6.2. MIGRATION

6.2.1. The bidder must assist migrating 500 Gigabyte of documents currently stored in the SharePoint platform.

6.2.2. This will be migrated onto the new solution using the File Plan to be implemented on the new solution.

6.3. INTEGRATION

Integration into CSOS Connect and ERP:

6.3.1. The Solution must integrate with the CSOS core business and ERP application solution.

6.3.2. The solution must be able to integrate using common APIs to enable (e.g., SOAP or REST)

6.3.3. This core application is externally hosted and managed by a third-party service provider and runs CSOS core operations such as Community Schemes Registrations, Governance and compliance of Community Schemes and all public facing portals and channels for schemes to manage their profiles.

6.3.4. This integration requires the appointed service provider to work with the COS connect service provider in supporting the application and ensuring this urgent integration is in place and operating optimally for the CSOS to be able to bill schemes.

6.3.5. Solution must be (Open Database Connectivity (ODBC) compliant.

6.4. SOLUTION IMPLEMENTATION

The scope of activities and services to be provided by the bidder as part of the ECDMS Implementation are expected to be the followings:

6.4.1. Solution development and implementation services.

6.4.2. Solution configuration.

6.4.3. User Acceptance Testing.

6.4.4. Identification and approval of the scanning and migration approach.

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- 6.4.5. Development of the CSOS File plan.
- 6.4.6. Give input to relevant information classification policies and procedures.
- 6.4.7. Information Classification of relevant records.
- 6.4.8. Provision of Project Management services.
- 6.4.9. Provision of Change and Communication Management.
- 6.4.10. Training and knowledge transfer; and
- 6.4.11. Post Implementation support

6.5. TRAINING AND SUPPORT

- 6.5.1. The training team will, amongst others, be responsible for all end-user, technical training and stakeholder training activities and associated artifacts.
- 6.5.2. The service provider must provide for the production of training material including simulations and guides user manuals in soft copy a hard copy. This must include guides for all modules.
- 6.5.3. Training will take place in Gauteng, Durban, and Cape Town. CSOS will cover the cost of training venues and travel and accommodation for the CSOS employees.
- 6.5.4. The training team must also cater for in-depth training of super-users and CSOS trainers.
- 6.5.5. All training sessions must be followed by an assessment. All users that meet the pass criteria will be granted access to the system.
- 6.5.6. The bidder is to propose a training plan for the various types of users based on the different modules.
- 6.5.7. Regarding specific modules, the approach to be used is “train the trainers”. The key users who will form part of the implementation team (and other designated individuals) will be trained extensively and will themselves train their colleagues.
- 6.5.8. The tenderer will administer a proficiency test at the end of training and issue a certificate to successful users.

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- 6.5.9. The tenderer will supply CVs of the proposed trainers for the system, on the understanding that if the nominated persons are no longer available at the time of the tender being awarded resources of equal or better skills and experience will be substituted, subject to approval by the CSOS.
- 6.5.10. Training and mentoring to the satisfaction of the CSOS for all users in an effective manner.
- 6.5.11. All relevant operations and reference manuals and other documentations needed to allow every element of software to be operated to its full potential, are to be provided to users.

6.6. LICENSE MANAGEMENT

- 6.6.1. The successful bidder will be required to provide all licenses and subscriptions required for the implementation and full functioning of the solution.
- 6.6.2. The bidder must provide costing for all licenses, licenses assurance and subscriptions required for the full duration of the contract .
- 6.6.3. All licenses and subscriptions must be procured in the name of the CSOS.
- 6.6.4. During the maintenance and support phase, the CSOS may procure any additional licenses to scale the solution should the need arise.

6.7. NON-FUNCTIONAL REQUIREMENTS

In order to ensure efficiency, the system should provide the following:

- 6.7.1. Accessibility - The system must be accessible to all specified operations within the organization.
- 6.7.2. Availability - The system cannot be taken out of operations, especially not during peak hours.
- 6.7.3. It must be operational during standard working and any down time must be notified well in advances and kept as short as possible.
- 6.7.4. Security - Prevent unauthorized access and ensure full applications security.
- 6.7.5. Efficiency - The systems resource usage must be efficient.

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- 6.7.6. Performance: The response time must be tolerable. The system must be quick and responsive.
- 6.7.7. Reliability - The system has to be highly reliable.
- 6.7.8. Resilience - The system must be easily recoverable from any disastrous fault.
- 6.7.9. Accuracy - All information processed by the system must be accurate.
- 6.7.10. Compatibility - System must be compatible with mobile devices and different platforms such as Windows, Android, and IOS etc.
- 6.7.11. The system should be backed-up on a daily, weekly and monthly basis.
- 6.7.12. User configuration and password configuration.
- 6.7.13. Audit logs and activity logs.

6.8. ICT INFRASTRUCTURE AND HOSTING

- 6.8.1. The bidder must propose a suitable technology architecture for the hosting of the solution.
- 6.8.2. The successful bidder will be required to provide and manage all ICT infrastructure requirements required for the optimal functioning of the solution.
- 6.8.3. The architecture proposed must be hosted in a cloud (e.g., either IaaS or SaaS).
- 6.8.4. It is preferable that the CSOS data resides within the borders of South Africa or in a country with adequate data privacy and data protection laws (e.g., POPI and GDPR) for the cloud platform.
- 6.8.5. The ICT infrastructure managed service must also cater for disaster recovery capabilities of the system(Business Continuity).
- 6.8.6. All cloud subscriptions and Tenants must be registered in the CSOS name.
- 6.8.7. The bidder is to provision an initial Two (2) Terabytes storage space of the platform with scalability of up to a maximum six(6) terabyte storage space over the tenure of the agreement.

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- 6.8.8. The CSOS in conjunction with the bidder will monitor the usage of the space and would then request the additional space as and when needed.

6.9. PROJECT MANAGEMENT SERVICES

- 6.9.1. CSOS intends to complete the project of implementation of ECDMS and complete the solution deployment, within (6) months of signing the contract for implementation. The service provider is required to organise the project to ensure these timelines.
- 6.9.2. Deployment of resources to ensure that the project activities are carried out as per plan; and
- 6.9.3. Deployment of a project structure for effective monitoring, review, and risk mitigation
- 6.9.4. Deployment of templates and standard accepting mechanisms for the project deliverables; and
- 6.9.5. The CSOS will institutionalize mechanisms to adopt the feedback and ensure quality of work, without affecting the project timelines and guided by the service provider where needed.

6.10. MAINTENANCE AND SUPPORT

- 6.10.1. In relation to this bid the Solution Maintenance and Support services refer to the provision of technical support services for the solution including all integration services and ICT infrastructure services.
- 6.10.2. Bidders are required to provide a fixed monthly cost for all the maintenance support services as listed below. In providing maintenance and support services, resource(s) assigned by the Service Provider will be required to work alongside the CSOS resources, other Service Providers and ensure that the CSOS change, and release management are followed, and all relevant approvals are obtained.
- 6.10.3. The provision of the Solution Maintenance & Support Services must be in line with the agreed service level standards as defined below and comprise of the following services and conditions:
- 6.10.3.1. Problem & Incident Management Services - The Service Provider must provide Incident and Problem Management services that are required for:

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- 6.10.3.2. Resolving incidents and problems within predefined timeframes as per the service levels.
- 6.10.3.3. The Service Provider must provide Break-fix services that are required for the restoration of services, in the event that software component of the solution malfunctions and requires to be repaired.
- 6.10.3.4. Providing root cause analysis of all major incidents and problems in line with the CSOS's processes.
- 6.10.3.5. Participating in the analysis of root causes (root cause analysis), when the solution or parts of the solution is unavailable, including the resolution thereof.
- 6.10.3.6. Corrective, Adaptive, Perfective & Preventative Maintenance Services - The Service Provider must provide for Adaptive, Corrective, Perfective and Preventative maintenance and support services in order to ensure acceptable levels of solution uptime, introduction of new CSOS products and product features. All Adaptive, Corrective Perfective and Preventative maintenance must form part of the monthly maintenance and support cost but be managed and delivered through the change management process.
- 6.10.3.7. Adaptive maintenance: modification of the solution performed after delivery keep the solution functioning at an optimal level in a changed or changing environment and taking advantage of technology advances that maybe introduced by the OEM during the course of the contract.
- 6.10.3.8. Corrective maintenance: modification of the solution to detect and correct latent faults in the software product before they result in functionality defects.
- 6.10.3.9. Perfective Maintenance: adapting existing code to suite a new functionality of business opportunity.
- 6.10.3.10. Preventative Maintenance: proactive implementation of routine maintenance measure to ensure to lessen the likely of solution downtime.
- 6.10.4. Service Delivery Management Services – Which amongst other includes:
 - 6.10.4.1. Establishment of a clear service's management governance structure.

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- 6.10.4.2. Attendance of monthly service review meetings and respond to all service queries in order to resolve service delivery issues.
- 6.10.4.3. Ensure consistent adherence to all the Service Level Agreement provisions.
- 6.10.5. Solution/Application Performance Monitoring - The service provider must provide application performance monitoring services that are required for:
 - 6.10.5.1. Proactive end-to-end application performance monitoring services.
 - 6.10.5.2. Identify and recommend solutions for factors causing application performance degradation.
 - 6.10.5.3. Software Updates, Patching and License Management - The Service Provider must provide Software update services that is required for the:
 - 6.10.5.4. Testing and Implementation of all software patches required to maintain optimal functioning, performance, and security of the solution.
 - 6.10.5.5. Testing and Implementation of software version upgrades which must be agreed between the parties.
 - 6.10.5.6. Implementation and testing of the software following platform upgrades
 - 6.10.5.7. Implementation of patches and software upgrades must be approved by the CSOS via its change control process.
 - 6.10.5.8. Monitor and ensure that the CSOS stays with its contracted license utilization limits.
- 6.10.6. **Disaster Recovery, Back-Up & Restoration Services** - The Service Provider must take primary responsibility for all back-up and restoration processes of the solution (incl. disaster recovery). This includes database administration and capacity management.
- 6.10.7. **Application Security** - The Service Provider must ensure that the security of the solution complies with the CSOS's security policies, procedures, and processes.
- 6.10.8. **Solution Document Upkeep** - The Service Provider must ensure the continuous updating of documentation as a result of changes or enhancements made to the solution. All documents are required to be updated prior to the implementation of the changed or enhanced solution, in production. Any updates to the documents will only be accepted

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once approved by the CSOS and all approved documents must be stored in the CSOS document repository. Any exception to the above must be approved by the CSOS.

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

6.10.9.1. Providing transitioning-out services at the end of the contract period (i.e., handover to a new service provider).

6.10.9.2. Providing a detailed plan (including roles and responsibilities of the bidder, the CSOS and the new service provider) with timeframes on how transitioning-out services will be provided.

6.10.9.3. Ensuring that during the transitioning-out period all tasks are implemented in line with the agreed plan between the CSOS and the bidder.

6.10.9.4. Ensuring that no services are disrupted during the transitioning-out period.

6.10.9.5. Working alongside the CSOS and the incoming Service Provider during this period to ensure a smooth transition of services and business continuity.

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

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target
Problem & Incident Management	Solution Availability	n/a	n/a	98% availability per month
	The resolution of End user calls	1 hour	• Critical: (4) Hrs. • High: (8) Hrs. • Medium: (16) Hrs. • Low: (24) Hrs.	95% of calls will be responded on within 1 Hour. 95% of calls to be resolved based on the allocated priority.

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target
	Resolution of Pending Calls			Pending calls do not exceed 10% of weekly call volume Pending calls to be closed within 40 hours if the user is not responding with relevant information
	Monthly and Quarterly Reports of all users who have access and have been deactivated on all systems being supported including System Administrators per system.	n/a	n/a	Monthly and Quarterly Reports of Users per system by the 5th of the month
	Root Cause Findings - Resolutions Tasks Implementation (for related tasks)	n/a	as per agreed timelines	100% of all Root Cause Analysis recommendations implemented within the approved timeframes.
	Root Cause Analysis Report - Report Contribution (if jointly responsible for resolution implementation with another component)	n/a	as per agreed timelines	100% of all Root Cause Analysis reports provided within 3 days of major incident and/or problem resolution.
	Quality of support services	n/a	n/a	95% of all incidents / service requests resolved per month that are not re-opened after resolution.

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)		Target
Corrective Maintenance (Break -fix services)	Severity Level 1 (Critical): (work around DOES NOT exist) Service Measure: 1. Mean Time to Resolve (MTTR) 2. This will constitute an emergency change 3. A temporary work around may be found to bring the system up 4. Permanent fixed to be in the next release	Defect /Critical Error/bug	1 hour	8 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 8-man hours (Permanent Fixes only)
		Data Fix	1 hour	8 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 8-man hours (Permanent Fixes only)
	Severity Level 2 (High): (work around DOES exist) Service Measure: 1. Mean time to resolve (MTTR) 2. Permanent Fix to be in next scheduled Release	High Severity Defect /Error	1 hour	16 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 16-man hours (Permanent Fixes only)
		Data Fix	1 hour	16 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 16-man hours (Permanent Fixes only)
	Severity Level 3 (Medium): (does not stop service delivery and the processing of transactions but might be creating unintended results / work /	Medium Severity Defect /Error	1 hour	24 hours (business hours)	95% of all medium corrective maintenance calls received for the month implemented within 24 working hours (Permanent fixes only)

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)		Target
	additional processes) Service Measure: Mean time to resolve (MTTR)	Data Fix	1 hour	24 hours (business hours)	95% of all medium corrective maintenance calls received for the month implemented within 24 working hours (Permanent fixes only)
Adaptive Maintenance	Classified as Minor Enhancements Inclusive of: 1. Business Processes or legislation changes 2. Functionality Modifications 3. Cosmetic Changes & Configuration of Reports that do not require changes to the front end or database	Request for Service (RFS)	8 hours	16 hours	100% of RFS's issued.
		Development	n/a	As per timelines stipulated in the approved RFS.	100% of all RFS's developed as per timelines stipulated in the approved RFS.
		Testing	n/a	As per timelines stipulated in the approved release into the Testing environment.	100% of all RFS's tested as per approved testing timelines. 90% successful testing results (10% to be resolved as part of rework, if any).
		Production	n/a	As per timelines stipulated in the approved release into the Production environment.	100% of all RFS's implemented as per approved production implementation timelines, staging and pilot sign off. Not more than 1 instance recurrence of an incident in production. No more than 10% of RFS's deployed into staging environment to be returned for development
Perfective Maintenance	Classified as Major Enhancements	Statement of Work (SOW)	16 hours	40 hours	100% of SOW's issued.
	Inclusive of: 1. New Business	Development	n/a	As per timelines stipulated in the approved	100% of all Major Enhancements developed as per timelines stipulated in

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)		Target
	Processes, legislation and reports that require customization and changes to the Front end and the database.			SOW.	the approved SOW.
	2. New Functionality MTTRespond: 2 Business Days MTTQuote: 5 Business Day	Testing and quality assurance for all maintenance done on applications	n/a	As per timelines stipulated in the approved release into the Testing environment.	100% of all Major Enhancements tested as per approved testing timelines. 95% successful testing results (5% to be resolved as part of rework, if any).
		Production	n/a	As per timelines stipulated in the approved release into the Production environment.	100% of all Major Enhancements implemented as per approved production implementation timelines, staging and pilot sign off. Not more than 1 instance recurring of an incident in production. 100% Compliance to Project Schedule and Plan
Preventative Maintenance	Implementation of identifies preventive measures to avoid solution downtime or major incidents	n/a	n/a		100% Implementation of all identified preventative measures
Report Development & Enhancement Services	Development of new reports and/or Enhancement of existing reports that requires only solution configuration MTTRespond: 2 Business Days MTTQuote (Time only): 5 Business Days	Approved SOW	40 business hours		100% of RFS's issued.
		Configuration	As per agreed timelines		100% of RFS's issued.
		Testing and quality assurance	As per agreed timelines		100% of RFS's issued.
		Production	As per agreed timelines		100% of RFS's issued.

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target
Service Delivery Management Services	Attendance of Monthly service Management review meetings and response to service performance reports	n/a	Respond to Service Performance Reports with 40 working hours after the Service Review Meeting	100% attendance of service review meetings
Solution/Application Performance Monitoring	Performance Monitoring & Reporting	n/a	n/a	Up to 7 seconds per screen transition (Report due on the 10 th of the month)
Software Updates, Patching & License Management	Implement and maintain approved versions of DBMS software.		Monthly report detailing software in production	100% compliance to approved software version
	Participation in all platform upgrade	2 hours	As per agreed timelines	100% participation
	Solution license Upkeep Service	n/a	n/a	Alert the CSOS when license utilisation reaches 85%
	Release Management (Incl. Roll back management)	n/a	n/a	100% of releases approved in line with the CSOS's change and release process.
Disaster Recovery, Back-ups and Restoration	100% Participation in Disaster Recovery (DR) activities	1 hour	In line with CSOS's DR policy	100% of services restored, with solution fully functional.
	Ensure Performing Backups as per the CSOS backup policy and schedule by 3 rd party vendor.		At least 6 back-up restorations and testing per annum. Monthly reporting on backups done.	98% of backups, as per mutually approved backup policy and schedule, completed successfully. Reporting will be available monthly by 10 th of the month.

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target
	Database Administration function is responsible for keeping the enterprise databases and systems running. It also coordinates all dependent functions	n/a	n/a	Monthly Report to include: a. Report on changes done on DB Table b. Log Files c. DBA Group and roles d. Respond to Audit Queries within 3 days e. Administrator Activities Monthly report on Data Changes to aid in Audit queries and Audit reporting
	Storage Administration, Monitoring and reporting on disk space availability and usage.			Adequate disk space. Threshold = 75% Capacity Usage reporting must be available monthly by the 10st of the month.
Application Security	adherence to the CSOS application security policies & procedures	n/a	n/a	100% adherence to the CSOS application security policies & procedures
Solution Document Upkeep	Configuration Management Database (CMDB)- Update (e.g., Software Configuration)	n/a	2 Working days	100% CMDB updated within 2 working days of every service that requires a CMDB update.
	Solution Documentation Upkeep Service	n/a	n/a	95% of all documents provided within the predefined timeframes

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target
Contract Transitioning – OUT Services	Transitioning-Out services - implementation	n/a	Starting 1 month before the end of the contract termination date	100% of Transitioning-out services implemented in line with the approved plan.

- 6.11. The service level standards quoted above are the generic standards used within the CSOS ICT management.
- 6.12. It is understood that due to the nature of the product and services procured herein that not all these service components will be applicable, and such must be taken into consideration when costing the M&S services. The Bidder may provide a strategy/approach directly addressing each of the applicable service component or Present in full, their own proven and successful M&S processes.
- 6.13. The bidder accepts the minimum service level standards as set out in this document and the associated penalties associated to non-performance.
- 6.14. User Base

Functions/divisions of CSOS	MAXIMUM USER BASE
Office of Chief Ombud	3
Company Secretariat and Legal	10
Internal Auditing	9
Strategy and Performance	21
Finance	42
Human Capital	12
ICT	17
Governance and Dispute	12
Regional Ombud - GP	47
Regional Ombud - KZN	34
Regional Ombud - WC	34

- 6.15. Off-site storage

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- 6.15.1. The successful bidder is required to provide off-site storage facilities and to render document management services for the CSOS, in line with the provisions of the National Archives Act 43 of 1996.
- 6.15.2. Document management services required, amongst other things include on-site document management and storage, retrieval, data protection, backup, document management, labelling and indexing of boxes.
- 6.15.3. Retrieval Services: The CSOS shall be entitled at its sole discretion, to require the retrieval of records to take place by way of hand delivery of required files. The turn-around time for delivery must be between 2 hours to 24 hours depending on the urgency.
- 6.15.4. Storage: Collected documents for storage must be sorted and filed in accordance with the NARS approved file plan and placed within filing racks on shelves in a manner that will be easily retrieved when required. File/documents always need to be well preserved and carefully handled and maintained to ensure no damage or destruction of such information. All files and boxes that have noticeable damage because of regular handling need to be replaced to prevent any further damage.
- 6.15.5. A proposed approach to managing records; clear outline of how records will be transferred from one storage provider to the other and maintenance thereof. The CSOS currently has 266 boxes stored with Metrofile in Johannesburg.
- 6.15.6. Monthly, Quarterly and Annual reporting of statistics related to the status and movements of records to and from the off-site storage facility.
- 6.15.7. The required operating hours for the storage facility are to be weekdays from Mondays to Fridays between the hours 08:00 am and 16:30.
- 6.15.8. The service provider may be required to render services after office hours in the event of the CSOS embarking on a project requiring staff to work overtime. In the event of the service required outside the office hours, this shall only be with prior written notice from the CSOS.
- 6.15.9. Delivery turn-around times for documents.

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- 6.15.9.1. Next Day Retrieval: (Shuttle): within 24 hours (Request made before 16h30; delivery by 16h00 the next day)
 - 6.15.9.2. Same Day Retrieval (Express): within 4 hours (Request made before 12h00; delivery by 16h00)
 - 6.15.9.3. Collection of new files from the CSOS: within 24 hours of the request.
 - 6.15.9.4. New cartons/boxes requests – flat-pack deliveries: within 24 hours
- 6.15.10. The bidder must also provide for the scanning and uploading of the documents to the EDMS on a on-demand basis.

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7. PRE-QUALIFICATION CRITERIA

7.1. Bidders must comply with the below pre-qualification criteria to be further evaluated on SCM compliance and mandatory requirements. Bidders that fail to meet the pre-qualification requirements will be disqualified and not further evaluated on SCM compliance, mandatory and functionality requirements.

Pre-qualification requirement	Comply/Not Comply
For the purposes of this bid, a minimum of 30% of the contract value must be sub-contracted to the following designated groups which are at least 51% owned by: • Black women or, • Black youth or, • Black people with disabilities *NB : Bidders must submit proof of subcontracting agreement together with this bid, failure to adhere to this requirement will result into disqualification.	

8. COMPULSORY BRIEFING SESSION

8.1 There will be a compulsory virtual briefing session on the 23rd of August 2022 at 11H00.

8.2 Service providers are requested to submit their contact details to: tenders@csos.org.za by the 22nd of August 2022 to secure meeting invite and link.

9. SUPPLY CHAIN MANAGEMENT COMPLIANCE REQUIREMENTS

9.1. Bidders must comply with the following compliance requirements prior to evaluation in mandatory requirements.

Documents required	Submitted Y/N
Valid B-BBEE certificate issued by an accredited SANAS verification agency /Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oath/B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC)	

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Proof of registration on the National Treasury Central Supplier Database (provide CSD summary report or CSD number)	
Valid tax pin number/letter	
Fully completed SBD Documents (1, 3.3, 4 and 6.1)	

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10. MANDATORY REQUIREMENT

10.1. Bidders must attach the following to be further evaluated on functionality requirements.

NO	MANDATORY REQUIREMENT	SUBSTANTIATION (IF REQUIRED)	COMPLY / NOT COMPLY (Y/N)
1.	PRIME BIDDER OR SUBCONTRACTOR CERTIFICATION / AFFILIATION REQUIREMENTS IN RELATION TO SOLUTION TO BE IMPLEMENTED The bidder must be the OEM/OSM or Registered as OEM/OSM partner to implement, maintain, and support the proposed solution.	Attach an OEM verification by means of a letter or certificate from the OEM. This will be verified by the CSOS. NB: The Bidders certification/ partnership must remain valid for the full duration of the contract.	
2.	National Footprint Documents should be stored in the same province in which it originated	Demonstration of office presence particularly in Gauteng, Western Cape and KZN (Lease agreement or the utility bills for the three offices)	
3.	Public Liability Insurance Bidders or bidder's subcontractor providing off-site storage must have public liability insurance of a minimum of R10 million	Proof of public liability insurance/letter of intent from insurer	
4.	Certification from National Archives and Records Services of SA Bidders or bidders subcontractor providing off-site storage must be certified by National Archives and Records Services of SA	Submit certificate from the National Archives and Records Services of SA	

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5.	FINANCIAL STABILITY The Bidder confirms that it is financially stable to deliver all required services over the full duration of the contract.	Attach a letter from the bank indicating Bank rating of A, B, C or D <u>OR</u> audited annual financial statements for the previous three (3) years with a turnover of R10 million and above.	
6.	Attendance of a compulsory virtual briefing session.	No Substantiation required. Bidders are required to mark comply confirm attendance of the briefing session. CSOS will cross reference this with the attendance register.	

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11. EVALUATION

11.1. Evaluation Committee

- 11.1.1. Proposals will be reviewed and evaluated using the 80/20 preference method by the CSOS Bid Evaluation Committee. Bidders may be invited to give written or oral presentations and/or to participate in interviews with the committee.
- 11.1.2. Bidders may be requested to submit any additional information required by CSOS.

11.2. Evaluation Criteria

Proposals will be evaluated based upon, but not limited to, in no particular order:

- 11.2.1. Compliance with the RFP document, including provision of all information requested in this RFP.
- 11.2.2. Demonstrated ability to provide services and expertise as listed in this RFP.
- 11.2.3. Reference checks.

11.3. Evaluation Process of Bids Received

11.3.1. Stage 1.

Proposals with obvious deviations from the pre-qualification and mandatory requirements will be disqualified from the functionality evaluation process.

Only Bidders that achieve a minimum qualifying score of **70 %** points in functionality will be evaluated further on the 80/20 preference point system.

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12. FUNCTIONALITY

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
Solution	Provide a detailed proposal of your solution, its functionality and how it will meet the requirement of the scope of work.	Solution proposed must be widely used, commercially available off-the-shelf solution that addresses all functionality specified in this TOR. The proposal must cover all key areas of the solution: 1) Solution Functionality (e.g., Storage and Retrieval of content) 2) Security and audit trails (Incl. cryptography) 3) Intuitive and user-friendly interface 4) Scanning capabilities 5) Integration using commonly implemented protocols 6) Version Control 7) Reporting 8) Data migration	State page (s) number..... Or State section/ tab..... on your proposal.	20	

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FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		9) Implemented between 10 and 20 in South Africa Criteria: 0) Non-responsive: Does not meet the minimum requirements General Data Protection Regulation any key areas = 0 1) Very Poor Response: Meets the minimum requirements of less than five (5) key areas = 1 2) Poor Response: Meets six (6) key areas = 2 3) Average Response: Meets seven (7) key areas = 3 4) Adequate Response: Meets eight (8) key areas = 4 5) Excellent Response: Detailed response for all nine (9) key areas= 5			
Technical	Presentation of technical	Detailed technical architecture that illustrates	State page (s)	20	

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FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
Architecture	architecture with regards to application and general functional requirements as per proposed system including integration points and ICT infrastructure.	the entire solution to be implemented, how they relate or integrate with CSOS applications and including the adherence to the ICT infrastructure requirements. The proposal must cover the following key areas for the infrastructure: 1) Solution Architecture 2) Detailed Infrastructure Platform response 3) Business Continuity (DR Capabilities) 4) Security (Hosting security, Applications security, integration security) 5) POPI /GDPR compliance on Hosting solution 6) Integration points CSOS connect and ERP Criteria: 0) Non-responsive: Meets the minimum requirements to one (1) of any key areas = 0	number.....or State section/ tab..... on your proposal.		

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FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		1) Very Poor Response: Meets the minimum requirements to two (2) key areas = 1 2) Poor Response: Meets the minimum requirements of (3) key areas = 2 3) Average Response: Meets the minimum requirements of (4) key areas = 3 4) Adequate Response: Meets the minimum requirements of (5) key areas = 4 5) Excellent Response: Detailed response for all (6) key areas= 5			
Implementation Methodology	Provide a detailed project plan (GANTT chart) including method statement that responds to the proposed solution implementation. The Gantt must provide activities for the successful	Detailed project plan for implementation of the solution inclusive of installation, configuration, customization, data imports and training of staff and commissioning. Key areas of consideration on the project plan include: 1) Project Management methodology	State page (s) number.....or State section/ tab..... on your proposal.	10	

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FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
	implementation of the solution, activities related to system design and integration, duration for full delivery from contract sign off, Period of commissioning, period of testing and handover.	2) Project Phases (based on delivery timelines) 3) Project Activities 4) Timelines 5) Resource Allocations Criteria: 0) No project plan = 0 1) Poor: Project plan with (2) key areas addressed and no project methodology = 1 2) Average: Project plan with (2) key areas addressed with a project methodology = 2 3) Satisfactory: Project plan with (3) key areas addressed with no project methodology = 3 4) Project plan with (3) key areas addressed with a project methodology = 4 5) Project plan with all (5) key areas addressed = 5			

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FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
Experience of bidder	Bidders (or subcontractors) to provide successfully completed projects ECDMS deployments. Bidders to provide reference letters/client assessment forms supplied with contactable references of similar deployments. The reference must be of a project implemented within the last five (5) years. *NB: Refer to template below that must be circulated to clients	The bidder must submit fully completed client assessment forms provided or The Bidder must provide a client reference letters not older than five (5) – seven (7) years. Client reference letters must conform to the following: 1) Signed by the client and contact details provided. 2) Confirms work completed within the last five years. 3) Client must expressly confirm delivery by the bidder for ECDMS solution deployment: Criteria: 0) No reference letters or assessment forms = 0	State page (s) number.....or State section/ tab..... on your proposal.	20	

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FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		1) One (1) reference letter or assessment form = 1 2) Two (2) reference letters or assessment forms = 2 3) Three reference letters or assessment forms = 3 4) Four reference letters or assessment forms = 4 5) Five reference letters or assessment forms = 5			
Key Personnel (Project Manager)	The competence of key management, professional and technical personnel that the bidder proposes to employ on the implementation project needs to be assessed with	Provide a CV/Profile of the Project Manager who will be assigned to this project, highlighting the experience of the individual in managing similar ECDMS implementations. CV Criteria: 0) Less than 1 year experience = 0	State page (s) number.....or State section/ tab..... on your proposal.	10	

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FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
	particular emphasis on the skills and experience in technical areas comparable to the project.	1) 1 year experience = 1 2) 2 – 3 years experience plus proof of Prince 2 or PMBOK certification= 2 3) 4 – 5 years experience plus proof of Prince 2 or PMBOK certification = 3 4) 5 - 7 years experience plus proof of Prince 2 or PMBOK certification = 4 5) More than 7 years experience with a Project Management Professional certification (Prince 2 or PMBOK) = 5			
Offsite Storage Experience	Service Providers should at least have ten (10) years of experience in providing offsite storage and document management services for public services documents.	Bidder to provide proof of experience in the form of a business profile 0) Non-responsive 1) 1 – 3 years = 1 point 2) 4 – 5 years = 2 points 3) 6 - 7 years = 3 points 4) 8 - 9 years = 4 points 5) 10 years or more = 5 points		5	

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FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
Storage facility location	An Off-site storage facility should be located within 60 km radius from any location of the CSOS offices. Bidder should provide list of all the locations, physical addresses and telephone numbers of their offices/ branches countrywide (RSA).	0) Non-responsive 1) 71 or more kilometers = 1 point 2) 61 – 70 kilometers = 2 points 3) 60 kilometers = 3 points 4) 31 – 50 kilometers = 4 points 5) 30 kilometers or less = 5 points		5	
Off-Site Storage Facility Requirements	The bidder must demonstrate that all off-site storage facilities included in the proposal meets the following criteria and attaches proof where applicable:	Criteria: 0) Non-responsive: Meets the minimum requirements to one (1) of any key areas = 0 1) Very Poor Response: Meets the minimum requirements to two (2) key areas = 1		10	

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FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
	1. Fire compliant – attach fire compliance certificate 2. Temperature controlled 3. 24 hour monitored security – attach letter from PSIRA approved security company 4. Burglar proofed windows 5. Proof of fumigation (not older than 12 months) 6. Detailed disaster recovery plan attached.	2) Poor Response: Meets the minimum requirements of (3) key areas = 2 3) Average Response: Meets the minimum requirements of (5) key areas = 3 4) Adequate Response: Meets the minimum requirements of (6) key areas = 4 5) Excellent Response: Detailed response for all (7) key areas= 5			

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FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
	7. Shelves: lowest shelf minimum 150mm off the floor; top of the shelving should not be less than 320mm from ceiling.				
TOTAL				100	
MINIMUM THRESHOLD				70%	

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12.1. EXPERIENCE OF BIDDER

The following is a statement of work (ECDMS implementation or similar projects) successfully executed by myself / ourselves within the past 5 - 7 years from the date of submission.

EMPLOYER / CUSTOMER: CONTACT PERSON AND TELEPHONENUMBER	DESCRIPTION OF WORK	VALUE OF WORK (Inclusive of VAT)	COMPLETION DATE

This page may be duplicated to include more projects completed.

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12.2. ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE

(This form **must** be sent to the bidders' previous clients to give reference to projects completed as explained in the evaluation criteria in the absence of a signed reference letter. All assessment forms must then be attached with the tender submission.)

Name of Bidder	
Contract/Tender Number (if applicable)	
Value of Contract	
Date of Commencement	
Contract Duration	
Contract Completion Date	

Services Provided	Tick
Enterprise content and document management Licenses	
Solution Implementation	
Maintenance and support	
Hosted and secured platform	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right-hand side. 1 = Poor; 5 = Excellent	1	2	3	4	5
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					

COMMENTS:

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Name of Person Completing this Assessment Form	
Representing Firm	
Telephone Number	
Email Address	
Date of Assessment	

SIGNATURE OF OFFICIAL RESPONSIBLE FOR COMPLETING THE ASSESSMENT FORM.	
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13. PRICING INSTRUCTIONS.

13.1. In order to facilitate a transparent selection process that allows equal opportunity to all bidders. Proposals will be evaluated using the 80/20 formulae (preference points system) for Price and B-BBEE as per the 2017 PPPFA Regulations.

13.2. All pricing must be in South African Rands and fixed for the contract duration.

CRITERIA	SUB-CRITERIA	WEIGHTING/POINTS
Price	Detailed budget breakdown	80
B-BEE (Status Level Verification Certificate)	B-BEE Level Contributor	20
Total		100

13.3. Bidders must ensure that their price schedules canister all requirements for a fully operational system as specified in the minimum requirements and scope of work. Any omissions or errors will be provided at the bidder's expense

13.4. Bidders must make provision for contingencies and variable costing components of their solution.

13.5. All pricing must be in SA Rands and fixed for the contract duration.

13.6. All pricing must be firm over the contract. Bidders must provide detailed cost items that are subject to price increases such as CPIX and Rate of Exchange.

13.7. Payment terms are 30 days from invoice and subject to an agreed payment plan based on deliverables and project milestones.

13.8. The bidder confirms that their proposal addresses all scope of work and the minimum requirements described in the Terms of Reference (TOR) document and that their solution addresses the problem statement and key goals as set out in the document.

13.9. The Bidder confirms that all requirements detailed in the TOR have been fully catered for and costed for in the bidder response. Any omissions or errors will need to be rectified at the successful bidder's expense.

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13.10. PRICING SCHEDULE 1: SOLUTION IMPLEMENTATION SERVICES

* Prices to include all implementation costs (i.e., Solution Design, Config and Customization, Quality assurance and deployment) to successfully implement the listed modules

SERVICE	TOTAL
Implementation of proposed software solution and post implementation support	
Project Management	
Change and Communication	
Skills Transfer and Training <i>User Training and Train the trainer training (including documentation and manuals for End users)</i>	
Migration from current solutions	
Other (Bidders to Specify)	
Subtotal: Solution Implementation Cost	
VAT @ 15% if applicable	
Total inclusive of VAT	

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13.11. PRICING SCHEDULE 2: LICENSES AND SUBSCRIPTIONS

* Full licensing costs for the entire solution.

SERVICE	QTY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Bidders to Specify							
Variable Cost Provision (e.g., additional capacity)							
Subtotal							
VAT @ 15% if applicable							
Total inclusive of VAT							

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13.12. PRICING SCHEDULE 3: INFRASTRUCTURE

* Secured hosting platform with Business Continuity

SERVICE / MODULE	QTY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Inclusive of 2 Terabyte initial storage scalable to 6TB over the period.							
Bidders to Specify							
Variable Cost Provision (e.g., additional capacity)							
Subtotal							
VAT @15% if applicable							
Total inclusive of VAT							

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13.13. PRICING SCHEDULE 4: MAINTENANCE AND SUPPORT

SERVICE	QTY	MONTHLY COST	TOTAL COST
Maintenance and support Services	54 Months		
Other			
Subtotal			
VAT @ 15% if applicable			
Total inclusive of VAT			

13.14 PRICING SCHEDULE 5: OFF-SITE STORAGE

- Per unit pricing for off-site storage to be provided. A contract ceiling amount may be applied to these costs.

QUANTITY	DESCRIPTION	UNIT PRICE
1	Storage Rental per Document storage box (Per document storage box per month)	
1	Transportation cost per km: Between offsite storage facility and CSOS Offices.	
1	Collection and handling fee of documents (Per document box)	
1	Box barcode labels (Per document storage box)	
1	Labour fee	
1	Data capturing of documents (Per document storage box)	

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1	Normal 24-hour delivery of documents (Per document storage box)	
1	Same day delivery express (Per document storage box)	
1	Returns of documents. (Per document storage box)	
1	Supply of storage boxes (Per document storage box)	
1	Scanning and upload of documents (per page)	
1	Bulk Scanning and upload of documents (per box)	
	Other (bidder to specify)	
	Subtotal	
	VAT @ 15% (if applicable)	
	Total including delivery and VAT	

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13.15 SUMMARY COST SCHEDULES

SERVICE	GRAND TOTAL COST (INCL. VAT)
Schedule 1: Solution Implementation Service	
Schedule 2: Licenses and Subscriptions	
Schedule 3: ICT Infrastructure	
Schedule 4: Maintenance and Support	
Schedule 5: Off-site storage	
Any other costs	
TOTAL BID PRICE (INCL. VAT)	

***NB: The above summary cost schedule will be used for evaluation purposes; bidders are required to complete all the schedules in full and transfer the totals into the summary cost schedule. Failure to comply with this requirement will invalidate your bid.**

Signature (Bidder)

Date

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14. TIMELINE OF THE BID PROCESS

- 14.1. The validity period of tenders and the withdrawal of offers, after the closing date and time is 120 days.

15. DURATION OF THE CONTRACT

- 15.1. The solution implementation is envisaged to be implemented over 6 months.

SERVICE	DURATION	COMMENCEMENT
Solution Implementation Services	6 Months	From signing of SLA
Solution Maintenance and Support	54 Months	54 Months (from date of implementation sign-off to contract end-date)
Off-site Storage	60 Months	From signing of SLA

- 15.2. The bidder **MUST** ensure that they have the resources to complete the project in this timeframe.

16. PROJECT MANAGEMENT RESPONSIBILITY

- 16.1. The CSOS Project Manager's responsibilities will include:
- 16.2. Providing the service provider with all appropriate advice and information pertinent to the success of this project as well as assisting in setting up meetings with key management staff.

17. SUPPLIER DUE DILIGENCE

- 17.1. CSOS reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits, confirmation of financial stability and requests for additional information.

18. RESPONSE FORMAT (SUBMISSION OF PROPOSAL)

- 18.1. The proposals must be submitted in the prescribed format. Standard bidding documents attached with Terms of Reference must be completed in full.
- 18.2. The bidder(s) are required to submit one (1) original copy of the bid document.
- 18.3. The documents below must be completed and submitted with the bid (Failure to comply with the pre-qualification, mandatory and functionality requirements will result in your bid being disqualified).

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19. LATE BIDS

19.1. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

20. COUNTER CONDITIONS

20.1. Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

21. FRONTING

21.1. Government supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemns any form of fronting.

21.2. The Government, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies CSOS may have against the Bidder / contractor concerned.

22. CONTACT AND COMMUNICATION

22.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Mr Mawande Jadezweni via email: mawande.jadezweni@csos.org.za or Tel :010 593 0533. Further information regarding Supply Chain Management matters can be sent via email to Ms. Zakithi Zwane: tenders@csos.org.za or at Tel: 010 593 0533.

22.2. The delegated office of CSOS may communicate with Bidder(s) where clarity is sought in the bid proposal.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE
PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS
(ELECTRONIC RECORDS MANAGEMENT)**

- 22.3. Any communication to an official or a person acting in an advisory capacity for CSOS in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 22.4. All communication between the Bidder(s) and CSOS must be done in writing.
- 22.5. Whilst all due care has been taken in connection with the preparation of this bid, CSOS makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. CSOS, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 22.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CSOS (other than minor clerical matters), the Bidder(s) must promptly notify CSOS in writing of such discrepancy, ambiguity, error or inconsistency in order to give CSOS an opportunity to consider what corrective action is necessary (if any).
- 22.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CSOS will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 22.8. All persons (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

23. PROPOSAL SUBMISSION REQUIREMENTS

- 23.1. The service provider must present CSOS management with a comprehensive proposal and model outlining how they intend to address our specific needs and a line-item budget thereof together with a detailed project plan. CSOS reserves the right to appoint a bidder that meets all the requirements.

24. SUBMISSION OF PROPOSALS

- 24.1. Bid documents **must** be placed in the tender box on or before the closing date and time.
- 24.2. Bid documents will only be considered if received by CSOS on or before 05 September 2022 at 12h00:

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE
PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS
(ELECTRONIC RECORDS MANAGEMENT)**

Community Schemes Ombud Service

Berkely Office Park

8 Bauhinia Street

Centurion



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

CSOS006-2022: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS (ELECTRONIC RECORDS MANAGEMENT) TO THE COMMUNITY SCHEMES OMBUD SERVICE (CSOS) FOR A PERIOD OF FIVE (5) YEARS.

CLOSING DATE: 05 SEPTEMBER 2022 AT 12:00 PM

VALIDITY PERIOD: 120 DAYS

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

1 SPECIAL CONDITIONS OF CONTRACT

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

2 EVALUATION PROCESS

The evaluation process comprises of the following phases:

2.1 INITIAL SCREENING PROCESS

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

➤ PRE-QUALIFYING EVALUATION CRITERIA

Pre-qualification requirement	Comply/Not Comply
For the purposes of this bid, a minimum of 30% of the contract value must be sub-contracted to the following designated groups which are at least 51% owned by: • Black women or, • Black youth or, • Black people with disabilities *NB: Bidders must submit proof of subcontracting agreement together with this bid, failure to adhere to this requirement will result into disqualification.	

2.2 FIRST EVALUATION PHASE: SUPPLY CHAIN MANAGEMENT REQUIREMENTS

Bidders must comply with the following compliance requirements before evaluation in mandatory requirements.

Documents required	Submitted Y/N
Valid B-BBEE certificate issued by an accredited SANAS verification agency /Sworn Affidavit signed by the EME representative	

and attested by a Commissioner of Oath/B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC)	
Proof of registration on the National Treasury Central Supplier Database (provide CSD summary report or CSD number)	
Valid tax PIN/letter from SARS	
Fully completed SBD Documents (1, 3.3, 4 and 6.1)	

2.3 SECOND EVALUATION PHASE: MANDATORY REQUIREMENTS

2.3.1 The below requirements are mandatory and failure to comply with any of them will render the bid non-responsive and lead to disqualification

Documents required	Comply/ Not Comply
PRIME BIDDER OR SUBCONTRACTOR CERTIFICATION / AFFILIATION REQUIREMENTS IN RELATION TO SOLUTION TO BE IMPLEMENTED The bidder must be the OEM/OSM or Registered as OEM/OSM partner to implement, maintain, and support the proposed solution.	
National Footprint Documents should be stored in the same province in which it originated	
Public Liability Insurance Bidders or bidder's subcontractor providing off-site storage must have public liability insurance of a minimum of R10 million	
Certification from National Archives and Records Services of SA Bidders or bidders subcontractor providing off-site storage must be certified by National Archives and Records Services of SA	

FINANCIAL STABILITY	
The Bidder confirms that it is financially stable to deliver all required services over the full duration of the contract.	
Attendance of a compulsory virtual briefing session.	

2.4 THIRD EVALUATION PHASE: FUNCTIONALITY

- 2.4.1 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference. During this stage bidders' responses will be evaluated for functionality based on achieving a minimum score of 70%.
- 2.4.2 Bidders must, as part of their bid documents, submit supportive documentation for all requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 2.4.3 Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- 2.4.4 The panel members will individually evaluate the responses received against the following criteria as set out in the Terms of Reference.
- 2.4.5 Each panel member will rate each individual criterion on the score sheet using the following scale:

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

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

2.5 EVALUATION PHASE: PRICE AND PREFERENCE POINTS

2.5.1 Bidders who pass functionality will be evaluated on price and preference points.

2.5.2 In terms of Regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:

2.5.2.1 The bid price (maximum 80 points)

2.5.2.2 Broad-Based Black Economic Empowerment as well as specific goals (maximum 20 points)

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

2.5.2.4 A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. The State reserves the right to arrange contracts with more than one contractor.

2.5.2.5 It is the Government's intention to promote the following Broad-Based Black Economic Empowerment with this bid, and the points to be allocated are indicated against each level of contributor:

2.6 POINTS

2.6.1 The Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on 8 June 2011 (No. 34350) and effective from 7 December 2011. These Regulations require bidders to submit valid copies of their B-BBEE Status Level Certificates from a SANAS accredited verification agency or Sworn Affidavit attested to by the Commissioner of Oaths in the event of Exempted Micro Enterprises (EMEs)

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

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

2.6.2.1 A tenderer must submit proof of its B-BBEE status level of the contributor.

2.6.2.2 A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

2.6.2.3 The points scored by a tenderer for B-BBEE in terms of sub-regulation (2) must be added to the points scored for price under sub-regulation (1).

2.6.2.4 The points scored must be rounded off to the nearest two decimal places.

2.6.2.5 Subject to sub-regulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

- a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.
- b) The organs of state may-
 - i. negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

- II. if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - III. if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

2.7 TAX CLEARANCE CERTIFICATE & CSD REPORT

- 2.7.1 Bidders may submit their CSD report or SARS Tax pin/letter.
- 2.7.2 Failure to comply with this condition will invalidate the bid.

2.8 VALUE ADDED TAX

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

2.9 REGISTRATION

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

2.10 CLIENT BASE

- 2.10.1 The CSOS reserves the right to contact references during the evaluation and adjudication process to obtain information.

2.11 SHAREHOLDERS/DIRECTORS PORTFOLIO

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

2.12 COMMUNICATION

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

of this bid between the closing date and the award of the bid by the bidder is prohibited.

2.13 COUNTER CONDITIONS

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

2.14 PROHIBITION OF RESTRICTIVE PRACTICES

2.14.1 In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:

2.14.1.1 Directly or indirectly fixing a purchase or selling price or any other trading condition.

2.14.1.2 Dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or

2.14.1.3 collusive bidding.

2.14.2 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

2.15 FRONTING

2.15.1 The Community Schemes Ombud Service supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the CSOS condemns any form of fronting.

2.15.2 The CSOS, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus

will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSOS may have against the bidder/contractor concerned.

2.16 BRIEFING SESSION

2.16.1 There will be a compulsory virtual briefing session on the **23rd of August 2022** at **11h00**.

2.17 TIMEFRAMES AND FORMAL CONTRACT

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

2.18 PACKAGING OF BID

2.18.1 *The bidder shall place the sealed bid proposal into a sealed envelope or package, and must be clearly marked with a description of the bid as follows:*

Bid No: CSOS006-2022

Description: Appointment of a service provider for the provision of enterprise content and document management solutions (electronic records management) to the Community Schemes Ombud Service for a period of five (5) years.

Bid closing date and time: 05 September 2022 at 12h00

Name and address of the bidder:

2.19 CONTACT DETAILS

Supply Chain Management Office:

Physical address: Unit 4, Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion

For General SCM enquiries: Zakithi Zwane, Contact: 010 593 0533 or email: tenders@csos.org.za

For Technical enquiries: Mawande Jadezweni; C o n t a c t : 010 593 0533 or email:

mawande.iadezweni@csos.org.za.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER **BID NO: CSOS006-2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS (ELECTRONIC RECORDS MANAGEMENT) TO THE COMMUNITY SCHEMES OMBUD SERVICE (CSOS) FOR A PERIOD OF FIVE (5) YEARS.**

CLOSING TIME 12H00 ON 05 SEPTEMBER 2022.

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

ITEM NO <u>TAX</u>	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED</u>
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DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS (ELECTRONIC RECORDS MANAGEMENT) TO THE COMMUNITY SCHEMES OMBUD SERVICE FOR A PERIOD OF FIVE (5) YEARS.**

1. Services must be quoted in accordance with the attached Terms of Reference.

Total cost of the assignment (R inclusive VAT)

R.....

1.1. **PRICING SCHEDULE 1: SOLUTION IMPLEMENTATION SERVICES**

SERVICE	TOTAL COST
Implementation of proposed software solution and post implementation support	
Project Management	
Change and Communication	
Skills Transfer and Training <i>User Training and Train the trainer training (including documentation and manuals for End users)</i>	
Migration from current solutions	
Other (Bidders to Specify)	
Subtotal: Solution Implementation Cost	
VAT @ 15% if applicable	
Total inclusive of VAT	

1.2. PRICING SCHEDULE 2: LICENSES AND SUBSCRIPTIONS

Full licensing costs for the entire solution.

SERVICE	QTY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Bidders to Specify							
Variable Cost Provision (e.g., additional capacity)							
Subtotal							
VAT @ 15% if applicable							
Total inclusive of VAT							

1.3. PRICING SCHEDULE 3: INFRASTRUCTURE

* Secured hosting platform with Business Continuity

SERVICE / MODULE	QTY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Inclusive of 2 Terabyte initial storage scalable to 6TB over the period.							
Bidders to Specify							
Variable Cost Provision (e.g., additional capacity)							
Subtotal							
VAT @15% if applicable							
Total inclusive of VAT							

1.4 PRICING SCHEDULE 4: MAINTENANCE AND SUPPORT

SERVICE	QTY	MONTHLY COST	TOTAL COST
Maintenance and support Services	54 Months		
Other			
Subtotal			
VAT @ 15% if applicable			
Total inclusive of VAT			

1.5 PRICING SCHEDULE 5: OFF-SITE STORAGE

Per unit pricing for off-site storage to be provided. A contract ceiling amount may be applied to these costs

QUANTITY	DESCRIPTION	UNIT PRICE
1	Storage Rental per Document storage box (Per document storage box per month)	
1	Transportation cost per km: Between offsite storage facility and CSOS Offices.	
1	Collection and handling fee of documents (Per document box)	
1	Box barcode labels (Per document storage box)	
1	Labour fee	
1	Data capturing of documents (Per document storage box)	
1	Normal 24-hour delivery of documents (Per document storage box)	
1	Same day delivery express (Per document storage box)	
1	Returns of documents. (Per document storage box)	
1	Supply of storage boxes (Per document storage box)	

1	Scanning and upload of documents (per page)	
1	Bulk Scanning and upload of documents (per box)	
	Other (bidder to specify)	
	Subtotal	
	VAT @ 15% (if applicable)	
	Total including delivery and VAT	

1.6 SUMMARY COST SCHEDULES

SERVICE	GRAND TOTAL COST
Schedule 1: Solution Implementation Service	
Schedule 2: Licenses and Subscriptions	
Schedule 3: ICT Infrastructure	
Schedule 4: Maintenance and Support	
Schedule 5: Off-site storage	
Any other costs	
TOTAL BID PRICE (INCL. VAT)	

***NB: The above summary cost schedule will be used for evaluation purposes; bidders are required to complete all the schedules in full and transfer the totals into the summary cost schedule. Failure to comply with this requirement will invalidate your bid.**

Signature (Bidder)

Date

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

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

Technical enquiries regarding bidding procedures may be directed to:

Mawande Jadezweni

Tel: (010) 593 0533

Cell: 066 305 8300

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

Supply Chain Management queries may be directed to:

Zakithi Zwane

Cell: 060 545 1150

Email address: tenders@csos.org.za

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

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).

1.21.2

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** preference point system shall be applicable; or

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms

of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

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		NO	
-----	--	----	--

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		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....



Supplier Maintenance: Bank Details

Supplier name _____

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

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

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

Initial and Surname

Authorized Signature

Date dd/mm/yyyy									

NB. Only original signed forms will be accepted.

Registered name: _____

Co. Registration No: _____

Account Holder: _____

Name of Bank: _____

Name of Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

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

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

Bank Stamp Here

Bank Official Name: _____

Contact Detail: _____

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

A LETTER FROM THE BANK CONFIRMING BANKING DETAILS WILL ALSO SUFFICE

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- | | |
|--|--|
| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.