

ELECTORAL COMMISSION

REFERENCE: IEC/ICT-01/2017

CLOSING DATE: 3 MAY 2017

ENQUIRIES

TECHNICAL SPECIFICATIONS: Mr Libisi Maphanga
Tel: 012 622 5589 **Email:** Libisi@elections.org.za

ADMINISTRATIVE ENQUIRIES: Mr Vincent Qwabe Tel: (012) 622-5576

To whom it may concern

Manager: Procurement & Asset Management
Electoral Commission
Private Bag X112
CENTURION
0046

Sir/Madam

TENDER IEC/ICT-01/2017: PROVISION FOR ICT PROFESSIONAL SERVICES

Kindly furnish the Electoral Commission (IEC) with a tender for the supply of goods/services as per attached documents.

The conditions contained in the Electoral Commission's policy documents and all other conditions stated in this tender, will apply to your submission.

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

A BID BRIEFING SESSION WILL BE CONDUCTED AT 11:00 ON 19 APRIL 2017 AT THE FOLLOWING ADDRESS:

Election House, Riverside Office Park
1303 Heuwel Avenue
CENTURION

Kindly tender by completing the relevant forms and deposit the tender in the tender box at the Electoral Commission's address as specified on page 2 before the closing date and time.

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

Yours sincerely

.....
MARIUS STEYN
MANAGER: PROCUREMENT AND ASSET MANAGEMENT



TENDER NUMBER: IEC/ICT-01/2017: PROVISION FOR ICT PROFESSIONAL SERVICES

CLOSING TIME: 11:00

CLOSING DATE: 3 MAY 2017

YOU ARE HEREBY INVITED TO TENDER TO THE ELECTORAL COMMISSION OF THE REPUBLIC OF SOUTH AFRICA, (THE COMMISSION).

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

ALL TENDER FORMS (**PAGE 2 THROUGH TO PAGE 81**) MUST BE COMPLETED AND SIGNED IN ORIGINAL INK. FORMS WITH PHOTOCOPIED SIGNATURES/INITIALS OR ANY OTHER SUCH REPRODUCTION OF DETAIL WILL BE REJECTED, RESULTING IN THE TENDER BEING DISQUALIFIED!

SUBMIT THE TENDER IN A SEPARATE SEALED ENVELOPE OR SUITABLE CONTAINER IF NECESSITATED AND WRITE YOUR COMPANY NAME AS WELL AS THIS TENDER REFERENCE NUMBER (**IEC/ICT-01/2017**) ON THE ENVELOPE/CONTAINER.

SERVICE PROVIDERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS AND PLACED IN THE TENDER BOX. TENDER DOCUMENTS MUST ONLY BE DEPOSITED IN THE TENDER BOX (ES) WHICH ARE IDENTIFIED AS TENDER BOX (ES) OF THE COMMISSION.

TENDER DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX SITUATED AT, BY NOT LATER THAN THE CLOSING DATE AND TIME:

Election House, Riverside Office Park
1303 Heuwel Avenue
CENTURION

THE TENDER BOX WILL BE OPEN DURING OFFICE HOURS.

TENDERS SUBMITTED IN INCORRECT TENDER BOX (ES) OF THE COMMISSION, AND NOT IN THE BOX STIPULATED ABOVE WILL NOT BE CONSIDERED.

TENDERS RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL NOT BE ACCEPTED FOR CONSIDERATION.

TENDERS SUBMITTED BY TELEGRAM, FACSIMILE, POST OR BY ELECTRONIC MEANS SUCH AS eMAIL WILL NOT BE ACCEPTED FOR CONSIDERATION.

THE ELECTORAL COMMISSION WILL PUBLISH THE AWARD OF THIS TENDER IN THE GOVERNMENT TENDER BULLETIN AND APPLICABLE MEDIA AS REQUIRED. SERVICE PROVIDERS SHOULD NOTE THE AWARD OF THE TENDER AS PUBLISHED. NO GENERAL NOTICES TO SUCCESSFUL OR UNSUCCESSFUL SUPPLIERS WILL BE ISSUED.

SUCCESSFUL TENDERERS WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT, AND/OR WILL BE ISSUED WITH AN OFFICIAL PURCHASE ORDER AS NECESSARY.

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

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TABLE OF CONTENTS

BACKGROUND	4
GENERAL TENDER CONDITIONS	5
TENDER SUBMISSION	12
ORGANISATIONAL PROFILE	13
FINANCIAL INFORMATION.....	16
TAX CLEARANCE INFORMATION AND VERIFICATION	ERROR! BOOKMARK NOT DEFINED.
PERSONNEL.....	ERROR! BOOKMARK NOT DEFINED.
CAPABILITY AND EXPERIENCE.....	17
PAST SUPPLY CHAIN PRACTICES	18
DECLARATION OF INTEREST	19
CERTIFICATE.....	21
BID EVALUATION CRITERIA.....	24
GENERAL QUESTIONNAIRE TO ENSURE COMPLIANCE WITH TENDER REQUIREMENTS/RULES/CONDITIONS/ SPECIFICATIONS:	25
BID SPECIFICATIONS.....	31

CONTENTS OF THIS PAGE NOTED:

.....
SERVICE PROVIDERS INITIALS / SIGNATURE

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BACKGROUND

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

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

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

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

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

The Electoral Commission currently operates in approximately 234 municipal electoral offices, nine provincial offices and warehouses and the national office and warehouse in Pretoria.

CONTENTS OF THIS PAGE NOTED:

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GENERAL TENDER CONDITIONS

1. These conditions form part of the tender and failure to comply with these may invalidate a tender.
2. The following definitions shall apply:
 - (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance, fund contributions and skills development levies;
 - (b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
 - (c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
 - (d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
 - (e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
 - (f) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
 - (g) "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
 - (h) "contract" means the agreement (including a service level agreement) that results from the acceptance of a bid by the Electoral Commission;
 - (i) "EME" means any enterprise with an annual total revenue that is less than the prescribed threshold value;
 - (j) "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
 - (k) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
 - (l) "non-firm prices" means all prices other than "firm" prices;
 - (m) "person" includes a juristic person;
 - (n) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
 - (o) "state" means any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999), any municipality or municipal entity, provincial legislature, National Assembly or the National Council of provinces; or Parliament;
 - (p) "Service Provider or Supplier" (used interchangeably) means any individual or entity that has the potential to be contracted by the Electoral Commission to render goods/services.
 - (q) "sub-contract" means the primary service provider/contractor's assigning, leasing, making out work to, or employing, another person to support such primary service provider/contractor in the execution of part of a project in terms of the contract.

CONTENTS OF THIS PAGE NOTED:

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

- (r) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
 - (s) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
3. The tender forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire/s (where applicable) or in a separate annexure/s.
 4. The tender forms shall not be retyped or redrafted but photocopies may be prepared and used.
 5. Additional offers may be made for any item in response to this tender but only on a photocopy of the applicable page/s. Additional offers made in any other manner may be disregarded.
 6. Tenders must not be qualified by the service provider's own conditions of tender. Failure to comply with this requirement **shall** invalidate the tender.
 7. Failure on the part of the service provider to **sign/initial all applicable pages** of this tender form and thus to acknowledge and accept the conditions in writing **shall** invalidate the tender submission.
 8. Failure on the part of the service provider to complete the attached forms, questionnaires and specifications' document in all respects **shall** invalidate the tender submission.
 9. All changes/alterations in the tender document should be signed/initialled. Failure on the part of the service provider to sign/initial any alterations and/or corrections made to information provided in this tender form **may** invalidate the tender.
 10. No correction fluid/tape or similar products will be allowed and the use thereof on any page of the tender document **may** invalidate your tender submission.
 11. Any changes/alterations to pricing that are not signed/initialled are considered material, and **shall** invalidate the tender submission. Correction fluid/tape or similar products will not be allowed to amend prices and the use thereof shall invalidate the tender submission.
 12. Information/detail provided on completed tender forms must be legible and ink must be used. Tender forms completed mechanically, e.g. by means of a typewriter/computer are deemed to have been completed in original ink. Pencil must not be used as it shall lead to the disqualification of the tender submission.
 13. Service providers shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated. Incomplete tender submissions (i.e. with missing pages) shall be disqualified.
 14. Tender prices must be all inclusive, including VAT in respect of all vendors registered for VAT purposes.
 15. Tender prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs inclusive of VAT on a basis of delivered on site as specified.
 16. **National Treasury has placed an obligation on all service providers that intend doing business with government to register on its Central Supplier Database (CSD). The Electoral Commission will not contract any service provider that is not registered on the CSD.**
 17. It is an absolute requirement that the tax affairs of the successful service provider **must** be in order.
 18. Your entity's tax compliance status is indicated in the Central Supplier Database (CSD). The Electoral Commission will only contract service providers whose tax status is compliant. This means that if you were tax compliant during the bidding phase but become non-compliant before the adjudication is completed, your bid will be disqualified. It remains your responsibility to ensure that your taxes are in order, remain in order and that this is reflected on the CSD. You must also ensure that all sub-contractors (if applicable) are tax compliant.
 19. Firm tender prices and delivery periods are preferred. Consequently, service providers must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

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20. When the contract is awarded on the basis of firm prices, contract prices may be adjusted during the contract period only if:
 - (a) customs or excise duty or any other duty, levy or tax (excluding any anti-dumping and countervailing duties or similar duties), is introduced in terms of any Act or regulation; or
 - (b) any such duty, levy or tax is legally changed or abolished; and
 - (c) the onus of proof of the effect of such events shall lie with the service provider.
21. If non-firm prices are tendered, the following rules shall apply.
 - (a) In respect of any factors which demonstrably have an influence on the production cost of the supplies or the cost of rendering the services which have been tendered on the basis of non-firm prices, price adjustments which become effective during the contract period may be allowed with effect from the date of the change in cost and founded on the actual direct change in the cost as used in the calculation of the tender price, in addition to those provided for.
 - (b) Where the service provider is the manufacturer of the supplies or the provider of the service, or where he/she/they is the accredited agent of the manufacturer or the provider, evidence in support of the price adjustments claimed shall be produced on demand.
 - (c) As an alternative, the service provider may specify a formula in the tender submission, on the form provided for this purpose, for the purpose of adjusting prices in accordance with published indices.
 - (d) Where the service provider is not the provider of the service, or where he/she/they is not the accredited agent of the provider, any price adjustment shall be based on the increase or reduction to the service provider in the net cost of the supplies on which the tender price was based. When any such increase or reduction in costs occurs, the service provider shall submit copies of the quotation or price list with reference to which the tender price as calculated, as well as the revised quotation or price list on which the claim is based.
22. Where prices are subject to exchange rate fluctuations, service providers must take that factor into account when tendering and, where necessary, should ensure that they have taken the necessary forward cover to provide for possible price increases. When applicable, specific detail to this effect should be included in the tender submission.
23. Discounts offered by any service provider as part of their tender submission may be considered by the Electoral Commission at its sole discretion in the tender adjudication process.
24. The technical tender specifications form an integral part of the tender document and service providers shall indicate in the space/s provided whether the specific services offered are according to specification or not.
25. In cases where the services offered are not according to specification, the deviations from the specifications shall be indicated. Specifications may not, however, be changed in the tender forms provided as that shall invalidate a tender submission.
26. Unless specifically provided for in the tender document, no tenders transmitted by facsimile or email will be considered.
27. Service providers are requested to promote local content as far as possible.
28. A service level agreement (SLA/contract) may be entered into with the successful service provider.
29. Unless otherwise stipulated, all tools/equipment needed must be supplied by the successful service provider.
30. Any service provider found to be influencing the tender adjudication process shall be automatically disqualified and not accepted for consideration.
31. In accordance with the Electoral Commission's policy, the Electoral Commission reserves the right to procure goods/services outside of the contract if, *inter alia*, an emergency arises; the service provider's point of supply is not situated at or near the place where services are required or, if the service provider's services are not readily available.
32. The Electoral Commission reserves the right to negotiate the extension of the contract at its sole discretion.

CONTENTS OF THIS PAGE NOTED:

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33. The Electoral Commission may, at its sole discretion, resolve to procure lesser or additional goods/services as provided through the tender should the need arise. Any such change in the scope of services shall be negotiated with the successful service provider if and when relevant.
34. Tender submissions received by the Electoral Commission and bid evaluation, assessment and adjudication reports that may contain sensitive information relating to specific bids are not available for perusal by the public.
35. All information supplied by the Electoral Commission will be in the strictest confidence and will remain the proprietary information of the Electoral Commission. No service provider will be permitted to disclose any such information to any third party without the prior express written authority and/or consent of the Electoral Commission.
36. Should the service provider fail to comply with any of the conditions of the contract, the Electoral Commission shall be entitled, without prejudice to any of its other rights, to:
 - (a) arrange for the execution of the service/s not rendered or not in conformity with the specifications of the contract; and
 - (b) recover all costs, losses or damages it has incurred or suffered as a result of the service provider's conduct; or
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangement due to such cancellation.
37. All acquisitions for goods/services made by the Electoral Commission are subject to the following conditions:
 - (a) No variations from the terms and conditions herein contained, and no contrary stipulation by the service provider shall be valid and binding unless confirmed by the Electoral Commission in writing.
 - (b) The Electoral Commission reserves the right to cancel any order if delivery is not made in due time and the service provider will not be entitled to any cancellation fees.
 - (c) Part deliveries will only be accepted on prior arrangement with the Electoral Commission.
 - (d) If delivery is not met as per agreement, the Electoral Commission reserves the right to cancel the outstanding delivery, and recover all costs, losses or damages it has incurred or suffered as a result of the service provider's conduct.
 - (e) No price adjustments shall be accepted unless stipulated in the tender document received. The service provider will be obliged to sell at tendered prices.
 - (f) The Electoral Commission shall not be responsible for any risk in relation to the goods before delivery.
 - (g) The Electoral Commission shall not be obliged to pay for any goods with any deviation from the agreed specification and quality.
 - (h) The Electoral Commission shall be entitled to return any goods with defects or deviations from the agreed specification without consent from the service provider.
 - (i) The service provider shall submit a valid tax invoice where the service provider is VAT registered, or a valid invoice if the service provider is not VAT registered, conforming to tax law requirements, to the Electoral Commission. The invoice amount shall correspond with the order amount and shall be VAT inclusive, where applicable.
 - (j) **Detail provided on invoices issued to the Electoral Commission must correspond to the detail of the service provider as registered on the Central Supplier Database (CSD). It remains the service provider's responsibility to ensure that details are correct to enable the Electoral Commission to effect any payments due to the service provider.**
 - (k) Payment shall be effected within 30 days of receipt of a valid invoice/s together with a statement of the Electoral Commission's account in your book. Every effort shall be made to take advantage of special discounts.
38. No damages shall be claimable by the Electoral Commission in respect of any reasonable period of delay which the service provider can prove to the satisfaction of the Electoral Commission to be directly due to unforeseen events and/or any force majeure.

CONTENTS OF THIS PAGE NOTED:

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39. If the execution of any contract entered into is likely to be delayed or is in fact being delayed on account of any reason, full particulars of the circumstances shall be immediately reported in writing to the Procurement and Asset Management Department, and at the same time the service provider shall indicate the extension of the delivery/completion period which will then be required.
40. If information required in respect of any item in the tender document cannot be adequately inserted in the space provided, additional information may be provided on a separate sheet of paper with a clear and accurate reference to the item and page of the tender document.
41. Service providers may, at the discretion of the Electoral Commission, be requested to submit samples, make presentations and/or written submissions in order for the Electoral Commission to assess compliance with tender conditions and specifications.
42. Scoring in respect of this tender will be based on the provisions of the Preferential Procurement Policy Framework Act, 2000 (PPPFA) and Preferential Procurement Regulations, 2017. These regulations require service providers to submit valid original or certified copies of their B-BBEE Status Level Certificates from accredited verification agencies or an applicable affidavit.
43. The following preference point systems is applicable to all bids:
 - (a) the 80/20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included); and
 - (b) the 90/10 system for requirements with a Rand value above R50,000,000 (all applicable taxes included).
44. The value of this tender is estimated to exceed R50,000,000 (all applicable taxes included) and therefore the 90/10 scoring system shall be applicable.
45. If it is unclear which preference point system will be applicable, then either the 80/20 or the 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.
46. Preference points for this bid shall be awarded for:
 - (a) Price (80 or 90 as applicable); and
 - (b) B-BBEE Status Level of Contribution (20 or 10 as applicable).
47. A maximum of 80 or 90 points is allocated for price on the following basis:

$$80/20 \text{ or } 90/10 \quad P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

CONTENTS OF THIS PAGE NOTED:

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48. In terms of Regulation 5 (2) and 6 (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

49. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the Close Corporation Act (CCA), or a Verification Agency accredited by South African Accreditation System (SANAS) or a Registered Auditor. Registered auditors do not need to meet the prerequisite for Independent Regulatory Board of Auditors (IRBA) approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
50. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by Independent Regulatory Board of Auditors (IRBA) or a Verification Agency accredited by South African Accreditation System (SANAS).
51. Failure on the part of a bidder to complete and/or to sign this form and submit an original or a certified copy of a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
52. A trust, consortium or joint venture, will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
53. A trust, consortium or joint venture will qualify for points for its B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE scorecard as if it were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
54. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
55. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
56. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
57. The Electoral Commission 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 preference points, in any manner required by the Electoral Commission. In the event that no response is received from the issuer of the certificate after 48 hours no B-BBEE points will be allocated in the final scoring.
58. The bidder obtaining the highest number of total points will be awarded the contract subject to complying with all the other requirements, such as, meeting the technical specifications and satisfying the due diligence audit.
59. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
60. Points scored will be rounded off to the nearest 2 decimal places.

CONTENTS OF THIS PAGE NOTED:

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61. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
62. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
63. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
64. Any legal person, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal).
65. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority, where –
 - (a) the bidder is employed by the state; and/or
 - (b) the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and/or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the bid.
66. The Public Administration Management Act 11 of 2014 prohibits public servants from conducting business with the state or being a director of a public or private company that conducts business with the state. This Act will take effect on a date still to be determined by the President. Should your bid be submitted on a date after such determination by the President, you may be disqualified in terms of this Act.

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

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TENDER SUBMISSION

This standard document must be completed by the service provider and must form part of all bids.

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

In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s each subcontractor must complete the questionnaire.

Separate forms must be used in each case.

Failure to complete and sign/initial this document shall invalidate your bid.

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

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

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

Any bid may be disregarded if the bidder or any of its directors or shareholders has-

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

FAILURE TO REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) SHALL INVALIDATE YOUR TENDER.

IF YOUR TAX STATUS IS INDICATED AS BEING NON-COMPLIANT ON THE CENTRAL SUPPLIER DATABASE (CSD) IT SHALL INVALIDATE YOUR TENDER.

ALTHOUGH NOT ALL THE INFORMATION REQUESTED HEREUNDER MIGHT BE RELEVANT TO THE SPECIFIC REQUIREMENTS OF THIS TENDER, YOU ARE REQUESTED TO COMPLETE THE DOCUMENT WITH AS MUCH RELEVANT DETAIL AS POSSIBLE.

THE INFORMATION MAY BE USED DURING THE BID EVALUATION PROCESS OF THE TENDER.

CONTENTS OF THIS PAGE NOTED:

.....
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TENDER QUESTIONNAIRE (INCLUDING THE CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9), DECLARATION OF BIDDER'S PAST SUPPLY CHAIN PRACTICES (SBD8), DECLARATION OF INTEREST (SBD4) AND THE ENTERPRISE DECLARATION AFFADAVIT)

Important note: Where more space is required for additional information please use photocopies of the applicable page/s.

ORGANISATIONAL PROFILE

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

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

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

- 4. Contact number:.....
- 5. Contact person (person representing bidder).....
- 6. eMail address:.....
- 7. Type Of Company/ Firm
 - Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited

[TICK APPLICABLE BOX]

- 8. Describe Principal Business Activities

.....

.....

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

[TICK APPLICABLE BOX]

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

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11. The names of directors / members of companies are drawn from the Central Supplier Database (CSD). Please provide the detail of any trustees/shareholders/owners and their individual identity numbers that do not appear on your CSD registration in the table below.

Full Name	Identity Number

12. SMME Classification (Tick one applicable to your company):

Non-SMME	<input type="checkbox"/>	Very Small	<input type="checkbox"/>
Medium	<input type="checkbox"/>	Micro	<input type="checkbox"/>
Small	<input type="checkbox"/>	EME	<input type="checkbox"/>

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

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

14. Is the entity an exempted micro enterprise (EME) for the purposes of the Preferential Procurement Regulations, 2017?

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

16. If yes, who issued the certificate?

Commissioner of Oaths in the case of an applicable sworn affidavit	<input type="checkbox"/>
A verification agency accredited by the South African Accreditation System (SANAS)	<input type="checkbox"/>
An IRBA registered auditor	<input type="checkbox"/>

All service providers must submit original or certified copies of their status level certificates together with their bid documentation in support of and confirming the B-BBEE status level indicated above. Failure to submit the certificate will result in a bidder being deemed as a non-compliant contributor and a status level of zero (0) will be allocated.

17. Legal status of bidder (tick one box)

Principal service provider	<input type="checkbox"/>	
Subcontractor	<input type="checkbox"/>% of work will be subcontracted*
Consortium	<input type="checkbox"/>	
Joint venture (JV)	<input type="checkbox"/>	
Other, specify	<input type="checkbox"/>	

In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s, each subcontractor must complete the tender questionnaire (including the certificate of independent bid determination (SBD9), declaration of bidder's past supply chain practices (SBD8), declaration of interest (SBD4) and the enterprise declaration affidavit.)

Separate forms must be used in each case.

The tax affairs of subcontractors must also be in order on the Central Supplier Database (CSD).

CONTENTS OF THIS PAGE NOTED:

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

Name of Company to be Subcontracted	% Value of Total Contract Allocated to Subcontractor	The B-BBEE status level of the sub-contractor	Is the sub-contractor is an EME or QSE (Please indicate EME, QSE, or "n/a")
Total % of Work to be Sub-contracted* %		

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FINANCIAL INFORMATION

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

Financial Year (e.g. 2015, 2016, 2017)	Annual Turnover	Gross asset value	Net asset value
	R	R	R
	R	R	R
	R	R	R

20. Is your company listed on the Stock Exchange?

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

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

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

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

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

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

Explanation:

Prices linked to fixed period adjustments.

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

Prices linked to escalation formula adjustments.

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

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

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CAPABILITY AND EXPERIENCE

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

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

23. Is the equipment guaranteed?

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

Do you confirm that the required services are guaranteed in terms of any specific guarantees that may be required in the tender specification?

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

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

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

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PAST SUPPLY CHAIN PRACTICES
(SBD8)

25. Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

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

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

If so, furnish particulars:

.....

26. Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

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

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

If so, furnish particulars:

.....

27. Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?

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

If so, furnish particulars:

.....

28. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

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

If so, furnish particulars:

.....

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DECLARATION OF INTEREST
(SBD4)

29. Are you or any person connected with the bidder presently employed by the state?

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

If so, furnish the following particulars:

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

Name of state institution to which the person is connected:

Position occupied in the state institution:

Any other particulars:

.....

Was appropriate authority to undertake remunerative work outside employment in the public sector obtained?

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

Did you attach proof of such authority to the bid document?

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

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

.....
.....

30. Did you or your spouse, or any of the company's directors/trustees/shareholders/ members or their spouses conduct business with the state in the previous twelve months?

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

If so, furnish particulars.

.....
.....

31. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and/or adjudication of this bid?

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

If so, furnish particulars.

.....
.....

CONTENTS OF THIS PAGE NOTED:

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

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

If so, furnish particulars.

.....
.....

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

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

If so, furnish particulars.

.....
.....

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Page 21 of 81
CERTIFICATE
(SBD1, SBD4, SBD6.1, SBD8, SBD9)

I, the undersigned, in submitting the accompanying bid:

TENDER: **IEC/ICT-01/2017**

in response to the invitation for the bid made by The Electoral Commission do hereby make the following statements that I certify to be true and complete in every respect.

I certify, on behalf of: _____ that:

1. I have read and I understand the contents of this Certificate.
2. I certify that the information furnished in this tender submission is true and correct. I accept that the Electoral Commission may reject the bid or act against me should this declaration be found not to be true and complete in every respect.
3. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
4. I hereby tender to render all or any of the services described in the attached documents to the Electoral Commission on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices including VAT and on the terms regarding time for delivery and/or execution inserted therein.
5. I agree that:
 - a) the offer herein shall remain binding upon me/us and open for acceptance by the Electoral Commission during the validity period indicated and calculated from the closing time of the tender;
 - b) this tender and its acceptance shall be subject to the terms and conditions contained in the general tender conditions of the Electoral Commission with which I am/we are fully acquainted;
 - c) I/we agree that my/our tender shall be valid for a period of 180 days; and
 - d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender.
6. I furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract/service level agreement and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
7. I hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
8. I agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgement which may be pronounced against me/us by a court of law as a result of such action.
9. Confirmation is granted that SARS may, on an ongoing basis during the contract term, disclose my/our (including that of subcontractors, partners and undisclosed principals) tax compliance status to the Electoral Commission for purposes of verifying my/our tax compliance status with SARS.

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10. We have 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 consortium¹ will not be construed as collusive bidding.
11. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
12. In particular, without limiting the generality of paragraph 10 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation);
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
13. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
14. The terms of the accompanying bid have not been, and will not be, disclosed by us, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
15. 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 the bidder 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.
16. I certify that the points claimed, based on the B-BBEE status level of contribution indicated in the tender documents, qualifies the bidder for the preference shown and I acknowledge that:
 - a) The information furnished is true and correct;
 - b) The preference points claimed are in accordance with the General Tender Conditions as indicated in this form; and
 - c) In the event of a contract being awarded as a result of points claimed I may be required to furnish documentary proof to the satisfaction of the Electoral Commission that the claims are correct.

¹ 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.

CONTENTS OF THIS PAGE NOTED:

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17. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the Electoral Commission 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - e) forward the matter for criminal prosecution.
18. Notice has been taken of the tender document including all the relevant forms and the General Tender Conditions contained in this tender document, the content of which is understood.
19. It is confirmed that the required tender forms have been completed in full and signed.

.....
Name and Surname in print

.....
Signature

.....
Position

.....
Name of Bidder (Service Provider)

Date.....

CONTENTS OF THIS PAGE NOTED:

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BID EVALUATION CRITERIA

IMPORTANT NOTICE:

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

A Acceptance or Rejection of Tender (Primary compliance verification criteria)

Legality of tender document:

- (a) Non-compliance with tender rules - The following shall lead to disqualification:
 - Failure to attend a compulsory briefing session (if applicable).
 - Failure to return all pages of the tender document that must be signed/initialled.
 - Failure to complete tender forms in original ink.
 - Failure to sign/initial all applicable pages of the tender document.
 - Any changes/alterations to pricing that are not signed/initialled and/or the use of correctional fluid/tape or any similar product in respect of pricing in the tender document.
 - Any changes to the tender specifications (unless formally agreed to by the Electoral Commission and recorded as such before the closure of the tender).
 - Failure to complete and sign all affidavits, certificates, declarations and annexures contained in the tender in original ink.
 - Failure to register on the Central Supplier Database (CSD).
 - Non-compliant tax status on the Central Supplier Database (CSD).
- (b) Non-compliance with tender rules – In addition to (a) above, the following may lead to disqualification:
 - Failure to sign/initial any other alterations and/or corrections to the information submitted by the service provider, which the Electoral Commission may consider to be material.

Incomplete tender submission:

- (c) The following shall lead to disqualification:
 - Rates and Prices – Schedules not completed as required.
 - Failure to submit obligatory written proposals/explanations/samples/prototypes/certificates or similar requirements.
 - In respect of subcontractors or joint ventures or consortiums, failure to complete and submit the required tender forms (pages 13-23 of the tender document) or to submit evidence that your tax affairs are in order.

B Bid Evaluation (Technical criteria)

Inability to evaluate the tender:

- (a) Incomplete Schedule of Rates and Prices.
- (b) Prices and information not furnished as specified and/or required.
- (c) Incomplete written proposals/submissions where required.

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

CONTENTS OF THIS PAGE NOTED:

.....
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General questionnaire to ensure compliance with tender requirements/rules/conditions/ specifications:

Question	If YES, please tick*	If NO, please tick*
Are you duly authorised to sign the tender?		
Has the <i>Declaration of Interest Questionnaire</i> been duly completed and included with the other tender forms?		
Has the <i>Certificate</i> been completed and signed?		
Have separate forms (pages 13-23) been completed for each member of a consortium, joint venture or subcontractor as specified in the tender document?		
Is the tender document complete – i.e. are all pages as well as compulsory returnables included/returned with your tender submission?		
The use of pencil to complete the tender forms will invalidate your tender. Have all applicable pages of this document been completed and signed or initialled in original ink by the signatory of the tender document?		
Have all corrections/alterations to information and or prices made on this document been certified/signed/initialled by the signatory of the tender document?		
Have you noted that the use of correction fluid/tape or any such products to amend prices shall invalidate your tender submission?		
Is your company (and any potential subcontractors) registered on the Central Supplier Database (CSD)? Please include a copy of your registration form in your bid submission.		
Are your tax affairs in order and reflected as being compliant on the Central Supplier Database (CSD)?		
Has an original or certified copy of your valid B-BBEE certificate/affidavit been attached to the tender document?		
Have the General Tender Conditions been noted?		
Have the Bid Evaluation Criteria been noted?		
Has the Scope of Services been noted?		
Have prices been quoted VAT inclusive?		
Have a comprehensive written proposal and/or samples/certificates/ <i>et cetera</i> as called for in this tender been prepared and submitted with the tender document?		

CONTENTS OF THIS PAGE NOTED:

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BID SPECIFICATIONS



SOUTH AFRICA

INFORMATION COMMUNICATION TECHNOLOGY (ICT) PROFESSIONAL SERVICES (PANEL OF SERVICE PROVIDERS)

SCHEDULE B

CONTENTS OF THIS PAGE NOTED:

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1 Introduction

The Electoral Commission is desirous to appoint a panel of service providers to provide ICT professional services at its national office in Centurion for a period of three (3) years with the possibility to extend for a further period which shall not exceed twelve (12) months.

2 Scope of Services

The Electoral Commission seeks to appoint a panel of at most ten(10) reputable service providers of ICT (Information and Communications Technology) professional service to provide skilled ICT consulting personnel, who will supplement the Electoral Commission's internal human capital in the support, maintenance and enhancement of its ICT systems and processes, from which appropriate supplementary personnel can be sourced for specific ICT services, task or special projects for which the Electoral Commission does not possess the relevant in-house resource.

The resources required are grouped into the following service areas;

- a) ICT Operations (inclusive of desktop support, network management, data centre operations).
- b) Application development, maintenance and support (excludes GIS and SAP related requirements).
- c) Project management.
- d) Specialised consulting services

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

CONTENTS OF THIS PAGE NOTED:

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

The services required will be on a time and material, i.e. on an “as and when required” basis. No retainer arrangements or payments are applicable. The required services will be rendered to the Electoral Commission at its national office currently situated at Election House, Riverside Office Park, 1303 Heuwel Avenue, Centurion.

3 Detailed Service Requirements

3.1 Functional Areas

The functional areas can be grouped and described as follows:

- a) **ICT Operations** – This covers technical roles and services in IT Operations areas, this includes infrastructure support, network management, systems administration, systems and network security management, storage management, business continuity, production scheduling, information security and general infrastructure support and maintenance.
- b) **Application Development Maintenance and Support** – This covers application/systems development, maintenance and support for all applications systems including custom developed applications. Skilled personnel in areas such as software development/programming, systems and business analysis, project management and specialist advisory services.
- c) **Project Management** – From time to time the Electoral Commission requires project management services. Project management will be largely in ICT projects and more specifically in application development, but not exclusively so.
- d) **Specialised Consulting Services** – From time to time the Electoral Commission may require the services of specialised services or skill sets.

CONTENTS OF THIS PAGE NOTED:

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3.2 Technical Role Specifications

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

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

The services/roles to be provided are:

- 1) **Programmer/Developer** – An application software programming and development role, programming executable code for the development of new capabilities, debugging and maintenance of existing application systems. Skills and experience in applicable software development tools, frameworks and methodologies used at the Electoral Commission will be a key consideration.
- 2) **Analyst Programmer** – The role is for a skilled, experienced and mature developer/programmer, which combines systems analysis and design with programming/development in relatively equal proportions. Involved in the analysis, design of systems, development, testing and de-bugging of programs with some interface to the user community. The applicable technology and development tools required will be specified in the task directive.
- 3) **Systems Analyst** – This role requires experience and skills in systems and business analysis, a business process driven role. Knowledge of business process and associated process frameworks will be considered. Likewise technical background to be able to translate and integrate strategic business requirements into workable technical design processes and procedures into technical business solutions. Requires systems analysis, design, development and maintenance expertise and experience and supplementary skills and experience in systems

CONTENTS OF THIS PAGE NOTED:

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development life cycle (SDLC) frameworks and methodologies. The role may include day to day project supervisory activities.

Preference will be given to experience in thin/client, net-centric, web based internet technologies, and networked technologies which are aligned or similar to those currently used at the Electoral Commission. Prior experience in application development will be an added advantage.

- 4) **Business Analyst** – This role requires experience and skills in systems and business analysis, a business process driven role. Knowledge of business process and associated process frameworks will be considered. Likewise technical background to be able to translate and integrate strategic business requirements into workable technical design processes and procedures into technical business solutions. Also requiring supplementary skills and experience in systems development life cycle (SDLC) frameworks and methodologies. The role may include day to day project supervisory activities.
- 5) **Information Architect** – This role requires extensive practical experience and skills in enterprise information architecture, from SDLC to infrastructure and networking systems and technologies, coupled with experience in the application of established frameworks and methodologies in the industry.
- 6) **Risk Analyst** – This role requires extensive experience in identifying, analysing and mitigating critical business risk factors, including the development of operational risk management measures which will contribute towards the elimination of risk uncertainties.
- 7) **Change Management Consultant** – This role will require change management skills underpinned by formal qualifications and intensive experience, for a specialist change agent with extensive change management experience in an ICT environment. The overall responsibility is to assess the impact of various project implementations, develop and implement change management programmes to smooth out the transition to the intended changed environment and facilitate quicker user adoption.

CONTENTS OF THIS PAGE NOTED:

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- 8) **Database Administrator (DBA)** – A database administration role, requiring extensive experience in database management systems (DBMS), database design frameworks and methodologies, large and integrated database environments for online real-time processing. Knowledge, skills and experience in latest versions of Microsoft SQL and/or Oracle Spatial on a predominantly Microsoft operating systems' platform will be a key requirement. The role includes performance monitoring, capacity planning, performance tuning, database design and configurations, data migration, database security, trouble-shooting, backup and data recovery.
- 9) **Database Specialist** – This is a role for a specialist in database administration. Must have an extensive technical background and experience in database management systems (DBMS), with special focus on Microsoft SQL, Oracle and/or Oracle Spatial.
- 10) **Desktop Support Technician** – A role for a technical desktop support function, involving troubleshooting, fixing, configuration, installation and de-installations. The necessary training and formal qualification in the maintenance and repair of networked workstations and personal computers will be a requirement, with special focus on Microsoft based network operating platforms.

The role is generally responsible for issues related to desktops, laptops, and peripherals, such as personal digital assistants. Set up and configure computers for new users and are typically responsible for any physical work relating to the computers, such as repairing software or computer hardware issues and moving workstations to another location.
- 11) **Network Administrator** – This is a role for an appropriately skilled network administrator, with skills knowledge and experience in networking technologies, network management tools, familiarity with network management frameworks and methodologies. The necessary training and formal qualification in the maintenance and support of computer data networks will be a requirement couple with a special focus on Microsoft

CONTENTS OF THIS PAGE NOTED:

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based network operating platforms. The role includes network design, configuration, security, trouble shooting, administration and performance monitoring.

This role is generally, responsible for the operational maintenance of the Electoral Commission's information system's networked infrastructure, with servers, switches, backup systems, and firewalls, and also responsible for the network services.

- 12) **Network Specialist / Analyst** – This is a role for a data network specialist, with vast skills and extensive knowledge and experience in networking technologies, network management tools, frameworks and methodologies.
- 13) **Information Security Administrator** – This is an all-inclusive information security function of protecting data from unauthorized access, use, disclosure, disruption, modification, perusal, inspection, recording or destruction. A role for an information security professional to manage, monitor and administer all aspects of data and information security across the entire ICT network infrastructure. This will include but not be limited to access control, logical security, firewalls, network security, viruses, encryption, gateways, PKI, etc. Duties will include anti-virus policy, planning and design, firewall implementation service, intrusion detection, baseline information security risk assessment, vulnerability assessment, incident response and recovery, managed firewall services.
- 14) **Information Security Specialist / Analyst** – Roles for an information security specialist with up to date intensive experience and expertise in information security, who will manage, monitor and administer all aspects of data and information security across the entire ICT network infrastructure. The person should have the ability to lead a team of security practitioners. Duties will include all information security functions such as anti-virus policy, planning and design, firewall implementation service, intrusion detection, baseline information security risk assessment, vulnerability assessment, incident response and recovery, managed firewall services and specialist advisory services.

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

- 15) **Service Desk Operator** – The role for a service desk agent, who will receive user calls, such as system problems, requests or change requests. The role includes online trouble-shooting, resolving quick simple problems, referring to other support levels and managing the full life cycle of logged incidents and change requests. It will require formal training and qualification in basic desktop support skills, such as A+, etc. Good communication and interpersonal skills will be a requirement.
- 16) **Service Desk Analyst** – The role for an experienced service desk specialist to manage and coordinate service management processes through the Service Desk, including managing service desk agents and the performance of a service desk. It will require experience and formal training and qualifications in service desk processes, frameworks and methodologies, qualifications in ITIL will be an added advantage.
- 17) **Systems Administrator** – This role requires an appropriately skilled and experienced systems administrator who will operate, monitor, administer, manage and control core systems including the core operating systems based on Microsoft Windows platform and other key operations support systems such as VMware, Microsoft Exchange, SIEM, Symantec, Veritas, NetBackup, etc. The role includes optimisation of servers from the operating systems and database aspect. This function may require product specific or broad-based skills and experience in several systems on Microsoft based operating environment.

The function is responsible for most or all of the servers within the organization. This includes Domain Name System (DNS) servers, network authentication, network shares, network resources, email accounts, and all aspects of server software. It may also include more advanced services such as those related to databases, virtualisation, storage or content management systems, specialized proprietary services, and other industry-specific server-based applications.

- 18) **Specialist Systems Administrator** – This role requires an experienced specialist systems administrator who will operate, monitor, administer,

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

manage and control core systems including the core operating systems Microsoft Windows and other key operations support systems such as VMware, Microsoft Exchange, SIEM, Symantec, etc. The role includes optimisation of servers from the operating systems and database aspect. This function will generally require intensive product specific skills and experience on Microsoft based operating environment.

- 19) **System Tester** – The role requires appropriately skilled and experienced system testers or assurance providers to test and provide quality assurance on new application systems development, changes and enhancements. Candidates will be required to be qualified and experienced with the formal training and should demonstrate knowledge and experience in application system testing and familiarity with testing tools, frameworks and methodologies.
- 20) **System Testing Analyst** – The role requires appropriately skilled and experienced system testers or assurance providers with intensive knowledge and experience in testing new application development, changes and enhancements. Candidates will be required to be qualified and highly experienced with the formal training and should demonstrate knowledge and experience in application system testing and familiarity with testing tools, frameworks and methodologies.
- 21) **Trainer** – A role for an experience trainer who will be engaged in a number of applications systems training initiatives, this will cover all aspects of ICT training including planning and delivering ICT and application system specific training sessions. The person shall also be responsible assessing training needs and preparing training material for custom developed application systems.
- 22) **Webmaster** – The role is centred on architecting, developing, coordinating, administering and/or publishing websites, included will be responsibility for website maintenance and usability experience. Technical experience and knowledge of applicable scripting languages will be a requirement.

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

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Interpersonal and communications skills are critical, experience in online publishing will be factor. The ability to manage online presentation of content and the enforcement of approved norms, standards and branding policies will be required.

- 23) **Web Designer** – The role focusses on the production and maintenance websites, requiring web design experience underpinned by extensive knowledge of online technologies, tools, frameworks and processes.
- 24) **IT Operations (Technical) Manager** – An IT operations management function, the role involves managing the ICT infrastructure maintenance and support team, ensuring continuous operational availability of all systems and network management, from planning, implementation maintenance and continuous operational availability. The role also requires skills and experience data centre and network management, familiarisation and experience applying applicable frameworks and methodologies will be required.
- 25) **Programme Manager** – A project/programme management function, the role involves managing and coordinating multiple ICT projects. The role also requires skills and experience ICT project management, familiarisation and experience applying applicable frameworks and methodologies will be required.
- 26) **Project Manager** – A project management role, from planning through the build and acquisition process to implementation, hand-over and close-out. Mostly ICT projects requiring skills and experience system development life cycle (SDLC) frameworks and methodologies.
- 27) **Project / Team Leader** – A project and or team leadership role, fairly technical with respect to technicalities and technologies involved in the project. Also requiring supplementary ICT projects management skills and experience in system development life cycle (SDLC) frameworks and methodologies. The role includes day to day project activities. The Project Leader shall have experience of leading medium sized teams.
- 28) **Specialist Advisor** – This role requires extensive experience and

CONTENTS OF THIS PAGE NOTED:

.....
SERVICE PROVIDERS INITIALS / SIGNATURE

background skills in the relevant and applicable technologies and/or solutions. Amongst others, extensive experience in information technology, strategic planning, project/programme management, information security, enterprise information architecture, SDLC and technology integration are but some of the key areas in which a need may arise. Specialisation in the subject matter will be a key consideration.

- 29) **Website Usability Specialist** – The role requires extensive experience and background skill in usability analysis, from planning, information gathering, analysis, design and development. As such, the required candidate must over and above experience and expertise in systems analysis, have extensive experience and expertise on website design, development, web publishing and related operational management and administrative challenges.
- 30) **Data Architect** – This role requires experience and background skills in data processing and data analysis. Amongst others, experience in information technology, enterprise information architecture and SDLC and business intelligence. The role includes data collection, data cleaning, data modelling and checking for data correctness and reasonability, developing data models, frameworks and reports, processing ad hoc data requests. Experience and qualification in Data Analysis, Statistical modelling, Microsoft SQL, Cognos, ETL/OLAP tools and database familiarity will be required.
- 31) **Business Intelligence Analyst** – This role requires extensive experience and background skills in data processing and data analysis. Amongst others, extensive experience in information technology, strategic planning, enterprise information architecture and SDLC and business intelligence. The role includes data collection, data cleaning and checking for data correctness and reasonability, developing data models, frameworks and reports, processing ad hoc data requests. Experience and qualification in Data Analysis, Statistical modelling, Microsoft SQL, Cognos, ETL/OLAP tools and database familiarity will be an advantage.

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

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32) **Project Coordinator** – A project coordination role, fairly technical with respect to technicalities and technologies involved in project communication, coordination and management. Also requiring supplementary ICT projects management skills and experience in system development life cycle (SDLC) frameworks and methodologies. The role includes day to day project activities. The Project Coordinator shall have experience of coordinating medium sized teams.

4 **Background**

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

The ICT Department of the Electoral Commission provides a wide range of ICT services in support of business processes throughout the organisation. Given the cyclical nature of election business, and the fact that time pressures are often high, the department has a requirement to source specialist services from external sources to complement its own technical staff.

4.1 **National Footprint**

As an organisation, the Electoral Commission is organised and operates from more than 270 locations around the country structured as follows:

- a) National office - Located in Centurion.
- b) 9 Provincial offices (PEOs) – Located in each of the 9 provinces, either in the provincial capital or in a major city in the province.
- c) 10 warehouses – A warehouse for each province, in the same city as the provincial office and one for the national office.
- d) 213 municipal electoral offices (MEOs) – One office in every local municipality, including the eight (8) metropolitan councils.

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

- e) A variable number of satellite (sub-MEO) offices to provide additional capacity and point of presence in the big municipalities and metropolitan councils, the number of sites vary according to population size and capacity requirements from time to time.

A central national data centre is at national office, all office locations are connected online to the data centre at national office and can communicate amongst themselves, linked together through wide area networks (WANs) and local area networks (LANs) using a combination of VPN, Diginet and Satellite (VSAT) networks.

4.2 Applicable Operational Systems and Technologies

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

- a) Microsoft Windows – Primary operating software.
- b) Microsoft SQL – Primary database management system (DBMS).
- c) VMware - Virtualisation
- d) Oracle spatial – Primary DMBS for GIS solutions.
- e) Microsoft Visual Studio – Development platform.
- f) Microsoft Internet Explorer – Standard web browser for internal systems.
- g) Cross-browser compatibility – for all public facing application systems.
- h) Microsoft .NET framework – Primary custom application development tool.
- i) *Application development tools* – HTML, XML, ASP.Net, COM+, Java, etc.
- j) Microsoft Exchange – emailing solution.
- k) HTML 5 – for cross platform Mobile Applications development.
- l) Symantec – Security and backup.
- m) Variety of solutions for performance monitoring, firewalls, etc.

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

CONTENTS OF THIS PAGE NOTED:

.....
SERVICE PROVIDERS INITIALS / SIGNATURE

5 Management Processes

5.1 Contractual Arrangements

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

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

5.2 Personnel Selection and Service Allocation

Selection of personnel and/or allocation of services/projects will be done through a Task Directive process, a process which will be defined in the SLA. A process which will be used to source services and personnel/consultants, in short a Task Directive is a service request for procuring services or personnel under this contract. A task directive is a form of a restricted bid limited to panel members only, it will specify the specifics of the required services, associated terms and conditions including personnel capacity, skills and experience.

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

The Electoral Commission may also issue a task directive requesting a project

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

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

6 General Bid Requirements

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

6.1 General Term and Conditions:

- a) The staff of the service provider will at all times be expected to be professional during the rendering of the services.
- b) Bidders must demonstrate proven capacity to provide services as and when required.
- c) Bidders must also demonstrate capability and experiences in supplying ICT professionals with the requisite skills, detailing similar experiences in all functional areas specified in paragraph 3.1. A statement indicating which of the 4 functional areas the bidder will be contesting.
- d) Bidders must submit a full Curriculum Vitae (CV) with name, qualifications and experience of the account manager who will manage the relationship in this contract.
- e) To demonstrate availability of the required skills and services bidder are also required to submit one (1) Curriculum Vitae (CV) per role defined in paragraph 3.2. It must a real full and proper CV with name, relevant qualifications and experience of available and appropriately skilled personnel who could made be available for services emanating from this bid, that is, submit one (1) CV per service role listed in paragraph 3.2. Nameless (anonymous) and fictitious CV will not be considered.
- f) Bidders must provide a business plan detailing how they intend making available the required skilled personnel, that is, how the bidder will source

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

and supply the required personnel on a time material basis. The plan must take into account the fact that the service is on time and material basis without a retainer and demonstrate how the bidder will source and supply personnel, that is, if the bidder will re-allocate available personnel from in-house, subcontract from partners, including flexibility of resource allocation and availability.

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

6.2 Track Record, Experience and References

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

- a) Submit at least five (5) references of the bidder's existing and/or previous experiences demonstrating experience in all of the 4 functional areas in paragraph 3.1, (i.e. bidders are required to provide at least five (5) similar and relevant contactable references indicative of their track record and experience). That is, submit five (5) of the bidder's largest similar and relevant projects/contracts over the last 5 years to demonstrate their experience, capacity and capability.
- b) The reference list referred to in 6.2(a) above must be contactable references with client name, address, contact details (telephone and email), project size and project description of clients where similar services/projects were rendered must be submitted. Service or project size must be defined in terms of length of duration, budget, number of personnel deployed and technologies used.
- c) Ensure that all relevant requirements regarding past experiences and track record are adequately addressed. Bidders are encouraged to include any additional information that may contribute towards a broader and clearer understanding of the bidder's experience, capacity and track record.

CONTENTS OF THIS PAGE NOTED:

.....
SERVICE PROVIDERS INITIALS / SIGNATURE

- d) For the reference to be acceptable it must comply with paragraph 6.2 (a-c), including the technologies used in those reference projects.
- e) Submit a list of software and/or products (equipment) for which the bidder has developed and maintained applications software, including reference to the applications developed and reference usage sites and/or customers/clients. Amongst others the list must broadly cover the following area:
 - 1. Web based application development tools
 - 2. Mobile application development tools
 - 3. System development methodologies
 - 4. Operating systems
 - 5. Network management
 - 6. Database management systems
 - 7. Security tools
 - 8. Data centre management tools
 - 9. Business continuity tools
 - 10. Client-server environments
- f) Submit a list of software and technologies for which the bidder is certified and/or accredited, the list must be accompanied by written proof of accreditation/certification.
- g) Bidder may provide further information to demonstrate capacity, capability and experience in similar services and projects, which they feel might assist the Electoral Commission during the evaluation of the bids.

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

6.3 Personnel

All personnel placed at the Electoral Commission will be required to adhere to all applicable policies, procedures, standards and methodologies of the Electoral

CONTENTS OF THIS PAGE NOTED:

.....
SERVICE PROVIDERS INITIALS / SIGNATURE

Commission. These standards and methodologies may change from time to time, or from project to project.

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

6.4 Account Management Processes

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

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

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

6.5 Exclusions

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

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

CONTENTS OF THIS PAGE NOTED:

.....
SERVICE PROVIDERS INITIALS / SIGNATURE

7 Cost Containment Measures

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

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

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

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

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

CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

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8 Contract Guidelines, Terms and Conditions

The following guidelines define the broad management and operational framework within which the contract will be structured and managed.

8.1 Pricing of Services

8.1.1 Completion of Pricing Schedule

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

Bidders are required to comply with the limitations of Cost Containment Measures as indicated paragraph 8 above. All rates quoted above the government regulated limitations will be disqualified. When responding to a task directive panel members may quote below their contractual rates for competitiveness but will not be allowed to quote above the contracted rates.

Bidders are advised that it is compulsory to complete Appendix B. Failure to complete as specially Appendix B will result in the bidder's submission being disqualified. The Long-Term Partial Overhead pricing will be used for comparative costing during bid evaluation, the Short-Term Partial Overhead will only feature in resolving ties.

8.1.2 Price Validity and Annual Rate Increases

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

The price must be valid and remain firm for at least one (1) year starting from the 1st July 2017.

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

8.2 Essential Services

In terms of Section 112 of the Electoral Act (Act 73 of 1998) the service provided by the Electoral Commission is an essential service for the purposes of the Labour Relations Act , 1995 (Act 66 of 1995). Essential services refer to a class of

CONTENTS OF THIS PAGE NOTED:

.....
SERVICE PROVIDERS INITIALS / SIGNATURE

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occupations that have been legislated by a government to have special restrictions in regard to labour actions, such as not being allowed to legally strike.

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

8.3 Working Hours

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

- a) Normal working hours comprise a period of eight (8) billable working hours per day, between 08h00 - 17h00 from Monday to Friday excluding lunch time.
- b) A continuous working period exceeding five (5) hours must include a break of at least thirty (30) minutes
- c) Lunch time and/or the thirty (30) minutes break are not billable.
- d) Personnel may be required to adjust their working hours to suit the tasks assigned and their respective co-workers.
- e) Requests for flexi-time arrangements outside the normal business hours may be arranged subject to approval by an authorised representative of the Electoral Commission.
- f) It is generally expected of personnel to work a maximum of forty (40) productive hours per normal week. All billable hours to be worked in excess of this norm must be approved in advance.
- g) During high activity periods personnel must be flexible and prepared to work shifts in a twenty four (24) hour day framework as and when the need arises around election delivery times.

8.4 Standby and Call-out Work

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

CONTENTS OF THIS PAGE NOTED:

.....
SERVICE PROVIDERS INITIALS / SIGNATURE

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

8.5 Overtime Work

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

8.6 Subsistence and Travel (S&T)

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

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

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

8.7 Parking

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

8.8 VAT (Value Added Tax)

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

CONTENTS OF THIS PAGE NOTED:

.....
SERVICE PROVIDERS INITIALS / SIGNATURE

8.9 Remuneration of Personnel and PAYE

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

Requirements for Personnel Remunerations

- a) The panel member shall be responsible for all aspects of personnel remuneration and deduction of PAYE and other incidentals,
- b) The panel member will ensure compliance with all statutory and Tax regulatory requirements except where the TAX legislation may direct otherwise.
- c) The panel member will be required to comply with applicable labour legislations regulating minimal wage, labour relations and basic conditions of employment.
- d) The panel member shall be responsible for all employment matters their personnel, all overheads costs, training, staff development, reconciliation of time sheets, invoicing, tax matters, etc.
- e) Panel members will be required to cooperate and collaborate with other service providers including personnel and/or consultants contracted by the Electoral Commission.

8.10 Contract Termination

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

8.11 Use of Electoral Commission Facilities

Facilities, equipment and tools will be provided as follows:

- a) The Electoral Commission will provide all necessary office accommodation and office equipment (relevant office furniture, computers, software and

CONTENTS OF THIS PAGE NOTED:

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other office equipment), including stationery and consumables (e.g. printing, photocopying, facsimiles, etc.) as may be required to deliver the service.

- b) All facilities provided by the Electoral Commission shall be used in accordance with the Electoral Commission's policies and procedures.
- c) The use of private/own equipment such as laptops, workstations, etc. for work purpose or connecting the Electoral Commission's network must be pre-approved.
- d) Permission to connect own/private equipment to the Electoral Commission's network or carry Electoral Commission's data will require compliance with minimum security related configuration and monitoring terms and conditions.
- e) Private use of the facilities shall be regulated by the Electoral Commission's standard usage policies and procedures.

8.12 Proprietary Right and Confidentiality

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

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

CONTENTS OF THIS PAGE NOTED:

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8.13 Indemnity/Safeguard/Protection

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

The Electoral Commission will not be held responsible for any injury or death or any damage to property while the contractor is delivering a service to the Electoral Commission.

8.14 Security Considerations

Panel members and their personnel will be required to familiarise themselves with and comply with key legislation governing the function and mandate of the Electoral Commission, so as avoid conflict of interest and also avoid compromising the integrity of the Electoral Commission.

The Electoral Commission may require personnel to be subjected to security clearance processes by the appropriate state agencies before final appointment or during the contract should such a need arise.

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

8.15 Management of Leave and/or Resignation

- a) Leave absence must be confirmed after consultation with the Electoral Commission's authorised representative. The approval of leave must taking into consideration outstanding workload, responsibilities, tasks and projects deliver timelines.
- b) To ensure continuity of services, all planned resignations and/or withdrawals of personnel must be communicated in writing to the Electoral Commission at least a month prior to departure.

CONTENTS OF THIS PAGE NOTED:

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- c) During high activity periods including the period between proclamation and a week after election day, leave will be generally suspended and shall be approved in consultation with the Electoral Commission.
- d) Compliance with statutory leave provisions will be the responsibility of the panel member.

8.16 Skills Transfer Plan and Development

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

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

8.17 Contract and Service Level Agreement

8.17.1 Resulting Contract for Services

Successful bidders will be required to enter into a 3(three) year mutually agreed contract with the Electoral Commission, with an option at the end of the three years to extend the contract for a period not exceeding one year (twelve months). The contract is envisaged to start no later than the 1st July 2017

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

- a) Service Level Agreement (SLA) – Providing final over-arching framework on agreed terms and conditions.
- b) Original tender document (this document)
- c) The bidder's bid submission
- d) Task Directive –Task Directive's terms and conditions will be incorporated into the contract as and when personnel are appointed under such task directive.

CONTENTS OF THIS PAGE NOTED:

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8.17.2 Incorporation of Bid Submissions

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

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

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

8.18 Political Association and/or Alignment

To safeguard and maintain its neutrality, impartiality and integrity in the execution of its statutory mandate and the management of elections, the Electoral Commission reserves the right not to bidders who are politically active, aligned to political parties or are owned by a political party of politically align entity, likewise the Electoral Commission reserves the right not to appoint personnel who are politically active, aligned to political parties, hold or recently held a high profiled political office.

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

CONTENTS OF THIS PAGE NOTED:

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Likewise panel members will be required to observe this requirement throughout the term of this contract, failing which the contract may be terminated at short notices.

The limitation in political activities applies equally to the appointment and continued retention of the services of a panel member's personnel.

8.19 Selection of and Appointment of Personnel

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

- (a) The Electoral Commission will issue a request for services (hereby referred to as a Task Directive) to all panel members in writing. This will be in the form of a request for skilled personnel, specifying the role and required technical skills and qualifications.
- (b) Responses to Task Directives shall be in writing, each task directive will describe the submission processes to be followed and associated submission timeframes.
- (c) By submitting a candidate through the task directive process the panel member warrants that the candidate is sufficiently qualified for the role.
- (d) The selection of personnel will be based on the alignment of skills and experience.
- (e) Short-listed candidates may be required to take a test, be interviewed or combination of the two.
- (f) Selected personnel may be required to undergo integrity assessment and security clearance processes before final appointment, security clearance may be done by the responsible state agency.
- (g) Personnel who are politically active, held/hold high profile party political leadership role will be disqualified, likewise those who are not registered as voters will also be disqualified.
- (h) The Task Directive shall state the duration of the appointment for each personnel required, the duration shall not go beyond the termination date of the contract.

CONTENTS OF THIS PAGE NOTED:

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- (i) The appointment of personnel shall be in writing and acceptance of the appointment will have the effect of incorporating the Task Directive into the contract.
- (j) The Electoral Commission reserves the right to terminate the appointment of non-performers at short notice without replacing.
- (k) The Electoral Commission reserves the right recover costs for non-performing personnel.
- (l) The Electoral Commission reserves the right not to replace personnel irrespective of the reason for termination or unavailability.

8.20 Billing for Services

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

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

8.21 Management of Personnel.

By bidding the bidder agrees to the following conditions:

CONTENTS OF THIS PAGE NOTED:

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- a) The task directive will provide a generalised description of the role and initial project assignment, which will be supplemented by detailed project plans and documentation on the project.
- b) The Electoral Commission will supervise and manage personnel.
- c) Personnel will provide regular updates on progress on their work and projects.
- d) Personnel may be re-assigned to other projects without undermining their skills profile and experience.
- e) Personnel will comply with the Electoral Commission's policies, standards and methodologies.
- f) The Electoral Commission or its appointed agent will exercise quality control and performance management.
- g) The panel member will be responsible for the training and development of its personnel.
- h) Leave absence shall be planned and coordinated with the designated Electoral Commission representative.
- i) Absence for training will be planned and coordinated with the designated Electoral Commission representative.
- j) All absence including annual leave, sick leave, training, etc. will not be billable to the Electoral Commission.

9 Bid Evaluation Process

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

- a) Primary compliance verification process which focusses on compliance with procedural bid processes as outlined in Schedule A of the document.
- b) Technical bid evaluation which assesses bidders based upon the technical requirements specified in this schedule, this focuses on the bidder's capacity, capability and technical skills and experience in providing similar services.

CONTENTS OF THIS PAGE NOTED:

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

For details on the evaluation criteria, please refer to Bid Evaluation Criteria in Appendix A. The panel will be restricted to a maximum of ten (10) service providers to form a panel. If the outcome of the bid evaluation process leads to a situation where more than ten bidders qualify for inclusion and a tie in the scores of contenders for the last (tenth) spot, the Electoral Commission reserves the right to use other means of resolving the tie, such as tossing a coin, etc.

10 General Bid Information

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

10.1 Written Proposal

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

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

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

10.2 Updates of Bid Information

Minutes of the Bid briefing session will be published on the Electoral Commission's procurement portal <https://votaquotes.elections.org.za>, for reference by all interested bidders, likewise additional information and clarifications may also be published on the portal.

10.3 Technical and Functional Enquiries

All technical enquiries can be directed to Libisi Maphanga on telephone number (012) 622-5589 or emailed to libisi@elections.org.za.

10.4 General Bid Enquiries

All Bid related inquiries must be addressed to Procurement Department at telephone number 012 622-5576 or e-mail: votaquotes@elections.org.za

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

10.5 General Bid Highlights

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

- a) Pricing schedules to be completed in full.
- b) Provide two Curriculum Vitae for each of the roles and service that you are bidding for, as specified in paragraph 6.1(e) above.
- c) Provide detailed references as defined in paragraph 6.2 (a-d).
- d) Provide a detailed account management framework.

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- e) Submit a list of software products that the bidder has experience developing and maintaining application systems, include reference applications and sites (refer to paragraph 6.2(e)).
- f) Bidders must provide any further information, which they feel might assist the Electoral Commission during the evaluation of the bids.

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11 Appendix A: Bid Evaluation Criteria

Technical Evaluation Criteria: ICT Professional Services Bid				
Name of Bidder:				
PHASE 1 – Disqualifying Factors:		Yes	No	Comments
1.1	Completed pricing schedule (Appendix B)			
1.2	Submitted CVs for roles (paragraph 6.1(e))			
1.3	Provided references and track record (paragraph 6.2 (a-d))			
1.4	Submitted company profile, that indicate that the bidder is in the ICT Professional Services business (paragraph 6.1(g) and 10.1 (a))			
1.5	Accepted Cost Containment Compliance Requirements			

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PHASE 2 – Criteria Description		Evaluation Content	Weighted Score	Actual Score	Comments
2.1	Experience and track record, provide five (5) references demonstrating experience in all our functional areas. (Refer to paragraphs 6.2 (a-d).	<p>Minimum of 5 contactable references each allocated 10 points. The scoring items are:</p> <ol style="list-style-type: none"> 1. Project name 2. Project description 3. Client name 4. Contact details <ol style="list-style-type: none"> a. Contact person b. Contact phone numbers c. Contact email address 5. Project size <ol style="list-style-type: none"> a. Duration (start and end date) b. Budget c. Number of personnel d. Technologies used 	50		
2.2	Proposed management process and relationship management. (Refer to paragraph 6.4	<p>Account/relationship management framework addressing the following: <i>2 points each</i></p> <ol style="list-style-type: none"> a) Personnel management; b) Account management; c) Problem management; d) Escalation procedure e) Dispute resolution 	10		

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PHASE 2 – Criteria Description		Evaluation Content	Weighted Score	Actual Score	Comments
2.3	Capacity and service coverage	<p>Functional service areas being contested. Refer to paragraph 6.1(c). Three (3) points for each functional area based on the following.</p> <ol style="list-style-type: none"> 1. Functional area contested 2. Submitted a supporting CV for roles in each functional area. (refer paragraph 6.1(e)) 3. Submitted pricing for roles in each of the functional areas in Appendix B. 	12		
2.4	Experience in servicing similar infrastructure and software products	<p>List of software and products (paragraph 6.2 (e)). (a point for each of the first ten applicable listed items and another point for those that aligned to the list in paragraph 4.2). in the list must amongst others align to the following areas:</p> <ol style="list-style-type: none"> a) Web based application development tools b) Mobile application development tools c) System development methodologies d) Operating systems e) Network management f) Database management systems g) Security tools h) Data centre management tools 	20		

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PHASE 2 – Criteria Description		Evaluation Content	Weighted Score	Actual Score	Comments
		<ul style="list-style-type: none"> i) Business continuity tools j) Client-server environments 			
2.5	Existing support capacity, skills and capability (CV)	<p>Availability of personnel with applicable skills as demonstrated by submitted CV, (paragraph 6.1 (e))</p> <p>A point for each qualifying CV submitted as required in paragraph 6.1 (e)</p>	32		
2.6	Submitted a plan on sourcing and supplying required personnel.	<p>A statement to that effect irrespective whether internal, external, or both. (refer to paragraph 6.1(f). The plan must demonstrate availability of resources and sufficient plans for supplementary sources. (two points each)</p> <p>Points to consider are:</p> <ul style="list-style-type: none"> a) In-house resource availability; b) Additional resource availability; c) Supply sources (in-house re-allocation, partnerships, subcontracting or direct contracts); d) Resource flexibility. 	8		
2.7	Microsoft certification / accreditation	Provided proof of Microsoft certification/certification	10		

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PHASE 2 – Criteria Description	Evaluation Content	Weighted Score	Actual Score	Comments
Final Score:		142		
Minimum required score is 75% (Yes/No):				

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PHASE 3 – Matters for Noting		Yes	No	Comments
3.1	Declaration of party political relationships (Paragraph 8.18)			
3.2	Comply with the Cost Containment Measure in paragraph 7			
PHASE 4 – Evaluation Committee:		Final General Comments		
1				
2				
3				
4				
5				
6				

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12 Appendix B – Pricing Schedule

**NB: Completion of this Pricing Schedule is compulsory failure to complete it shall lead to disqualification.
Prices must be quoted per hour per person in that role.**

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						Rate Per Person Per Hour (R)		
	Role (Skill Type)	Item No.	Role Skill Level	References (As per para. 3.2)	DPSA Band	Short Term Partial Overheads	Long Term Partial Overhead	Bidder's Current Capacity
A	Technical Operations Management	A1	IT Operations Manager	24	13			
		A2	Technical Manager	24	13			
		A3	Team Leader	27	12			
		A4	Supervisor	27	11/12			
B	Project Management	B1	Programme Manager	25	14			
		B2	Project Manager	26	13			
		B3	Project Leader	27	12			
		B4	Project Coordinator	32	6-8			
C	Application Development and maintenance	C1	Operational: Developer/Programmer	1	10			
		C2	Specialist: Developer/Programmer	1	11			
		C3	Senior Specialist: Developer/Programmer	1	12			
		C4	Technical Leader	1	13/14			
D	Analyst Programmer	D1	Operational: Analyst Programmer	2	10			
		D2	Specialist: Analyst Programmer	2	11			
		D3	Senior: Analyst Programmer	2	12			
E	System Analyst	E1	Operational: System Analyst	3	11			

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						Rate Per Person Per Hour (R)		
	Role (Skill Type)	Item No.	Role Skill Level	References (As per para. 3.2)	DPSA Band	Short Term Partial Overheads	Long Term Partial Overhead	Bidder's Current Capacity
		E2	Specialist: System Analyst	3	12			
		E3	Senior Specialist: System Analyst	3	13			
		E4	Specialist Technical Lead	3	14			
F	Business Analyst	F1	Operational: Business Analyst	4	10			
		F2	Senior: Business Analyst	4	11			
		F3	Senior Specialist: Business Analyst	4	12			
		F4	Advanced Specialist Business Analyst	4	13			
G	System Administration	G1	Operational: System Administrator	17	11			
		G2	Specialist: System Administrator	17	12			
		G3	Senior Specialist: System Administrator	18	13			
		G4	Advance Specialist: System Administrator	18	14			
H	Database Administration (DBA)	H1	Operational Database Administrator	8	11			
		H2	Specialist: Database Administrator	8	13			
		H3	Senior Specialist: DBA	9	13			
		H4	Advanced Specialist: DBA	9	14			

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						Rate Per Person Per Hour (R)		
	Role (Skill Type)	Item No.	Role Skill Level	References (As per para. 3.2)	DPSA Band	Short Term Partial Overheads	Long Term Partial Overhead	Bidder's Current Capacity
I	Information Architecture	I1	Operational: Architect	5	11			
		I2	Senior: Architect	5	12			
		I3	Senior Specialist: Architect	5	13			
		I4	Advanced Specialist: Architect	5	14			
J	Advisory Services	J1	Specialist Adviser	28	14			
K	Risk Analyst	K1	Operational: Risk Analyst	6	11			
		K2	Senior: Risk Analyst	6	12			
		K3	Senior Specialist: Risk Analyst	6	13			
L	Website Maintenance Services	L1	Operational: Webmaster	22	10			
		L2	Senior: Webmaster	22	11			
		L3	Senior Specialist: Webmaster	22	12			
M	Web Designer	M1	Operational: Web Designer	23	10			
		M2	Senior: Web Designer	23	11			
		M3	Senior Specialist: Web Designer	23	12			
N	Usability Specialist	N1	Operational: Usability Specialist	29	11			
		N2	Senior: Usability Specialist	29	12			

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						Rate Per Person Per Hour (R)		
	Role (Skill Type)	Item No.	Role Skill Level	References (As per para. 3.2)	DPSA Band	Short Term Partial Overheads	Long Term Partial Overhead	Bidder's Current Capacity
		N3	Senior Advanced: Usability Specialist	29	13			
O	Data Architecture	O1	Operational: Data Architect	30	11			
		O2	Senior: Data Architect	30	12/13			
		O3	Advanced: Data Analyst	30	14/15			
P	Business Intelligence (BI)	P1	Operational: BI Analyst	31	10			
		P2	Senior: BI Analyst	31	11			
		P3	Senior Specialist: BI Analyst	31	12			
Q	Desktop Support Technician	Q1	Operational: Desktop Support	10	9/10			
		Q2	Senior: Desktop Support	10	10			
		Q3	Senior Specialist: Desktop Support	10	11			
R	Network Administrator	R1	Operational: Network Administrator	11	9/10			
		R2	Senior: Network Administrator	11	10			
		R3	Senior Specialist: Network Administrator	11	11			
S	Network Analyst	S1	Operational: Network Analyst	12	10			
		S2	Senior: Network Analyst	12	11			
		S3	Senior Specialist: Network Analyst	12	12			

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						Rate Per Person Per Hour (R)		
	Role (Skill Type)	Item No.	Role Skill Level	References (As per para. 3.2)	DPSA Band	Short Term Partial Overheads	Long Term Partial Overhead	Bidder's Current Capacity
T	Information Security Administrator	T1	Operational: Information Security Administrator	13	10			
		T2	Senior: Information Security Administrator	13	11			
		T3	Senior Specialist: Information Security Administrator	13	12			
U	Information Security Analyst	U1	Operational: Information Security Analyst	14	12			
		U2	Senior: Information Security Analyst	14	13			
		U3	Senior Specialist: Information Security Analyst	14	14			
		U4	Advanced Specialist: Information Security Analyst	14	15/16			
V	ICT Training	V1	Operational: ICT Trainer	21	10			
		V2	Senior: ICT Trainer	21	11			
W	Change Management	W1	Operational: Change Management Consultant	7	10			
		W2	Senior: Change Management Consultant	7	11			

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						Rate Per Person Per Hour (R)		
Role (Skill Type)	(Skill)	Item No.	Role Skill Level	References (As per para. 3.2)	DPSA Band	Short Term Partial Overheads	Long Term Partial Overhead	Bidder's Current Capacity
		W3	Senior Specialist: Change Management Consultant	7	12			
X	Testing and Quality Assurance	X1	Operational: System Tester	19	10			
		X2	Senior: System Tester	19	11			
		X3	Senior Specialist: System Testing Analyst	20	12			
Y	Specialist Advisory Services	Y1	Junior: Advisor	28	13			
		Y2	Senior: Advisor	28	14			
		Y3	Specialist: Advisor	28	15/16			
Z	Service Desk (Helpdesk)	Z1	Operational: Helpdesk Operator	15	6/8			
		Z2	Senior: Helpdesk Operator	15	9/10			
		Z3	Senior Specialist: Helpdesk Operator	16	10			
		Z4	Specialist: Service Desk Analyst	16	11			

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

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Const Containment Compliance Declaration

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

Name of Bidder (Company Name): _____

Authorised Signatory: _____

Signature: _____ Date: _____

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Appendix C**the dpsa**Department:
Public Service and Administration
REPUBLIC OF SOUTH AFRICA**Hourly Fee Rates For Consultants - With effect from 1 April 2016**

Salary Band	Average Total Package	Model A Short Term				Model B Long Term			
		Option A 1 All Overheads		Option A 2 Partial Overheads		Option B 1 All Overheads		Option B 2 Partial Overheads	
		A 1.1 Mark-up	A 1.2 No Mark-up	A 2.1 Mark-up	A 2.2 No Mark-up	B 1.1 Mark-up	B 1.2 No Mark-up	B 2.1 Mark-up	B 2.2 No Mark-up
16	1 794 773	3 590	2 764	3 087	2 369	None	None	None	None
15 / 16	1 587 523	3 175	2 445	2 731	2 096	2 619	2 016	2 254	1 730
15	1 380 272	2 761	2 126	2 374	1 822	2 277	1 753	1 960	1 504
14 / 15	1 256 163	2 512	1 934	2 161	1 658	2 073	1 595	1 784	1 369
14	1 170 242	2 340	1 802	2 013	1 545	1 931	1 486	1 662	1 276
13 / 14	1 077 360	2 155	1 659	1 853	1 422	1 778	1 368	1 530	1 174
13	976 738	1 953	1 504	1 680	1 289	1 612	1 240	1 387	1 065
12 / 13	883 016	1 457	1 121	1 254	962	1 307	1 007	1 121	857
12	789 295	1 302	1 002	1 121	860	1 168	900	1 002	766
11 / 12	727 647	1 201	924	1 033	793	1 077	830	924	706
11	665 999	1 099	846	946	726	986	759	846	646
10 / 11	619 945	1 023	787	880	676	918	707	787	601
10	573 892	849	654	729	557	803	620	689	534
9 / 10	522 679	774	596	664	507	732	564	627	486
6 to 8	344 068	509	392	437	334	482	372	413	320

How to determine the appropriate fee rate

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

"Short Term" means less than 60 consulting days

"Long Term" means more than 60 consulting days

"All Overheads" means consultant provides all overheads e.g., office, parking, telephone

"Partial Overheads" means department provides some overheads e.g. office, parking, telephone

"Mark-up" provides for company profit margin - service normally provided by consulting company

"No Mark-up" service normally provided by individuals or NGOs

2. Determine the appropriate salary band based on the level of work that is required e.g., use job evaluation to determine the level of work - Salary band 13 represents the level of a Director in the public service, 14 a Chief Director, 15 a DDG and 16 a DG.

3. The hourly fee rate should be read where the consultancy option/model intersects with the salary band.

4. Fee rates exclude operational/project expenditure e.g., travelling, hotel accommodation, parking, and travel and subsistence allowance.

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Note - The Guide on Hourly Fee Rates for Consultants and the latest Fee Rates are available at <http://www.dpsa.gov.za> and can be found under Document Archive, All Documents.

Link <http://www.dpsa.gov.za/dpsa2g/documents.asp>

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**GUIDELINE ON FEES FOR AUDITS DONE ON BEHALF OF THE AUDITOR-GENERAL
OF SOUTH AFRICA (AGSA)**

- .01 The Auditor-General of South Africa (AGSA) has confirmed that the charge-out rates set out in the annexure to this circular are considered to be appropriate for audit work performed by members on behalf of the AGSA. These rates apply from 1 April 2016 to 31 March 2017.
- .02 When discussing the rates with the AGSA, representatives of the South African Institute of Chartered Accountants (SAICA) take cognisance of the state of the economy, government's budgetary policy and the steps taken by government to contain the rate of inflation.
- .03 The revised scale starts with an hourly rate of R71 (2015: R71) for monthly earnings of R2 500 (2015: R2 500) and includes rates for monthly earnings of up to R87 500 (2015: R85 000). The hourly rate for monthly earnings of R87 500 is R2 806. The hourly rate for partners has been increased from R2 672 to R2 806 per hour and for specialists from R2 672 to R2 806 per hour.
- .04 Rates are calculated by dividing the monthly earnings by recoverable hours and multiplying by a factor of 2.86 (2015: 2.86) to accommodate overhead costs. The rate per category continues to be calculated using the mid-point of the earnings.
- .05 The AGSA's engagement manager will advise the audit firm of the budgeted cost of the audit contracted out. Fees should be based on the time spent on audits. Time records should be kept for individual staff or grades of staff and should indicate the actual time spent on the audit. Should it be necessary to spend more time than expected as a result of exceptional circumstances, such as unforeseen problems requiring additional work to be performed to express an opinion, the AGSA should be advised in writing prior to any work being carried out. The increase in fees for these circumstances should be negotiated with the AGSA's engagement manager.
- .06 Members are reminded that invoices issued to the AGSA must be accompanied by a schedule setting out the monthly earnings category for each employee, the associated rate and number of hours charged in respect of that invoice. Supporting schedules setting out the composition of the monthly earnings category of each employee in terms of the items listed in the annexure must be available for inspection by the AGSA at members' offices.
- .07 Professional liability of a member performing work on behalf of the AGSA is limited to a maximum of two (2) times the fees billed for the specific work.
- .08 Members are exhorted to review their audit approaches to ensure that up-to-date techniques are used so as to minimise inefficiencies on audits. The audit approach should be in line with the International Standards of Auditing and take into account the AGSA's guidelines as indicated in directives issued from time to time in terms of the Public Audit Act. Members should also consider any other directives that may be issued during the period covered by the circular and should consult with the AGSA's

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engagement manager in this regard. However, auditors should carry out their duties free from any restrictions whatsoever.

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- .09 It is acceptable practice for public sector clients to make interim payments on account of fees. Such interim fees should not exceed the total fees for time spent up to the date of rendering the account.
- .10 These rates are only applicable to audit work performed by members on behalf of the AGSA as they are based on factors existing in this environment. Fees for other work performed for government entities should be negotiated directly with the entities concerned.

**Johannesburg
March 2016**

**Mr W Botha
Senior Executive: Assurance and Practice**

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Annexure

RATES FOR AUDITS PERFORMED ON BEHALF OF THE AUDITOR-GENERAL SOUTH AFRICA

PERIOD: 1 APRIL 2016 TO 31 MARCH 2017

RATES (excluding value-added tax)

PARTNERS R2 806 per hour
SPECIALISTS (maximum) R2 806 per hour

STAFF

MONTHLY EARNINGS	RATE PER HOUR
R	R
2 500 and more	71
2 700 and more	76
2 900 and more	82
3 100 and more	87
3 300 and more	93
3 500 and more	99
3 800 and more	108
4 100 and more	116
4 400 and more	124
4 700 and more	132
5 000 and more	140
5 300 and more	148
5 600 and more	156
5 900 and more	165
6 200 and more	174
6 600 and more	185
7 000 and more	196
7 400 and more	207
7 800 and more	218
8 200 and more	229
8 600 and more	240
9 000 and more	250
9 400 and more	261
9 800 and more	278
10 600 and more	299
11 400 and more	321
12 200 and more	343
13 000 and more	348
13 800 and more	369
14 600 and more	390
15 400 and more	411
16 200 and more	432
17 000 and more	452
17 800 and more	473
18 600 and more	494
(continued on page 4)	

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MONTHLY EARNINGS	RATE PER HOUR
R	R
19 400 and more	515
20 200 and more	536
21 000 and more	556
21 800 and more	577
22 600 and more	598
23 400 and more	619
24 200 and more	644
25 000 and more	664
25 800 and more	685
26 600 and more	706
27 400 and more	727
28 200 and more	761
30 000 and more	817
32 500 and more	883
35 000 and more	948
37 500 and more	1014
40 000 and more	1079
42 500 and more	1144
45 000 and more	1210
47 500 and more	1275
50 000 and more	1434
52 500 and more	1504
55 000 and more	1574
57 500 and more	1644
60 000 and more	1714
62 500 and more	1784
65 000 and more	1854
67 500 and more	1924
70 000 and more	1994
72 500 and more	2044
75 000 and more	2094
77 500 and more	2199
80 000 and more	2309
82 500 and more	2424
85 000 and more	2545
87 500 and more	2672
(continued on page 4)	

Fee increases

Members are requested to refer and adhere to the guidelines set out in paragraph 5 of this circular when dealing with issues of fee increases.

Monthly earnings

Monthly earnings include the total cost of the employee’s remuneration package and are limited to the following:

- x Basic salary

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- x Travel allowance (as part of the salary structure)
- x Housing allowance/subsidy (as part of the salary structure)

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- x Annual bonus (guaranteed portion only)
- x Fringe benefit of the use of a company vehicle (as part of the salary structure)
- x Computer allowance, irrespective of whether or not it is a salary sacrifice - the allowance should not necessarily be included in payslip
- x Proportionate amount of annual subscriptions payable to SAICA and/or the Independent Regulatory Board for Auditors
- x Company contributions to medical aid fund, pension fund, provident fund, group life insurance and unemployment insurance fund
- x Entertainment allowance (as part of the salary structure).

Should any uncertainty exist in respect of the composition of employees' packages, the SAICA Project Director: Public Sector should be contacted.

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