

## **REQUEST FOR TENDER**

**RFT REFERENCE NO: GMA/002/11**

### **EMPLOYEE BENEFITS**

The GMA seeks a service provider to:

Establish and administer a retirement fund for employees of the GMA; undertake, administer and manage investments on behalf of such fund; and administer benefits provided for in the rules of the fund;

*and*

Provide Group Life, Disability and Funeral Benefits for employees of the GMA.

**CLOSING DATE:**

**26 AUGUST 2011**

**CLOSING TIME:**

**11H00 AM**

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## LIST OF ACRONYMS

CPIX	Consumer Price Index
CV	Curriculum Vitae
GMA	Gautrain Management Agency
HDI	Historical Disadvantaged Individual
p.a.	Per annum
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Framework Act
PSP	Professional Service Provider
RFT	Request for Tender
SARS	South African Revenue Service
SBD	Standardised Bidding Document
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprise
TA	Technical Assistance
TOR	Specification as provided in RFT Part B (terms of reference)

## DEFINITIONS

In this Request for Tender, unless a contrary intention is apparent:

**Business Day** means a day which is not a Saturday, Sunday or public holiday.

**Bid** means a written offer in a prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Tender, containing an offer to provide goods, works or services in accordance with the Specification in this RFT Part B.

Qualifying **Child** means the child of an employee who is the principal member of the Employer's Fund, or his/ her qualifying spouse's child. This includes a legally adopted child, a stepchild, a foster-child and a posthumous child, who is dependent on the principal member, provided that the child is unmarried and has not reached the age of 21 years, or is unmarried, has not reached the age of 26 years and is a full-time student, or is incapacitated by a physical or mental infirmity from maintaining him/ herself.

**Closing Time** means the time, specified as such under the clause "Indicative Timetable" of this RFT Part A, by which Tenders must be received.

**Employer** means the Gautrain Management Agency (GMA).

**Evaluation Criteria** means the criteria set out under the clause "Evaluation Criteria Format" of this RFT Part A.

**GMA** means the Gautrain Management Agency, a PFMA Schedule 3(C) listed Provincial Public Entity, established in terms of the GMA Act No. 5 of 2006.

**Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Marriage** means:

- A marriage or union in accordance with the Marriage Act, 1961, the Recognition of Customary Marriages Act, No 120 of 1998, or the Civil Union Act, No 17 of 2006, or the tenets of a religion; or
- A union where two persons are living together as if married, with the commitment of continuing to do so permanently, provided that they have been doing so for at least 6 months and they have applied in writing for their union to be registered by the GMA for employee benefit purposes.

**Member** means an employee of the GMA.

**Project Manager** means the person so designated under the clause “Project Manager” of this RFT Part A.

**Project Sponsor** means the person so designated under the clause “Project Sponsor” of this RFT Part A.

**Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFT that may be executed between the GMA and the successful Bidder.

**Request for Tender** or **RFT** means this document (comprising each of the parts identified under RFT Part A, Part B and Part C) including all annexure and any other documents so designated by the GMA.

**Services** means the services required by the GMA, as specified in this RFT Part B.

**Specification** means any specification or description of the GMA’s requirements contained in this RFT Part B.

**Qualifying Spouse** means the person with whom an employee is joined in marriage. If an employee is joined in marriage with two or more persons, spouse means only the one spouse whom the employee has nominated as a beneficiary in a written document submitted to the employer during the person’s life. Once a nomination has been made, it remains in force as long as the employee is joined in marriage with the nominated person.

**State** means the Republic of South Africa.

**Statement of Compliance** means the statement forming part of a Tender indicating the Bidder's compliance with the Specification.

**Bidder** means a person or organisation that submits a Bid.

**Tendering Process** means the process commenced by the issuing of this Request for Tender and concluding upon formal announcement by the GMA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

**Bidders Website** means the website administered by GMA located at [www.gautrain.co.za](http://www.gautrain.co.za)

## **INTERPRETATIONS**

In this RFT, unless expressly provided otherwise:

A reference to:

- (a) "includes" or "including" means includes or including without limitation; and
- (b) "R" or "Rands" is a reference to the lawful currency of the Republic of South Africa.

# RFT - PART A:

## INTRODUCTION

1. The Gautrain Management Agency (GMA) is a PFMA Schedule 3(C) listed provincial public entity which has been established in terms of the GMA Act No. 5 of 2006. The GMA is substantially funded from the Provincial Revenue Fund in order to carry out the following strategic objectives:
  - To assist the Province of Gauteng in implementing the Gautrain Rapid Rail Link Project and achieving the project objectives;
  - To manage the project on behalf of the Gauteng Provincial Government;
  - To act on behalf of the Province of Gauteng in managing the relationship between the Province and the Concessionaire (Public Private Partnership) in terms of the Concession Agreement and ensuring that the interests of the Province are protected.

During the Development Period, the GMA's primary function was to assure the design, construction and development activities of the Concessionaire, and to ensure the procurement of land for the railway reserve. During the operations period, the primary function of the GMA is to assure the activities of the Concessionaire, who is responsible for operating, earning revenue from and maintaining the fully developed Gautrain system in accordance with the Concession Agreement.

2. The GMA is inviting responses to this Request for Tender (Bid number GMA/002/11) in order to appoint a suitably qualified and experienced service provider to deliver services to the GMA as specified in the RFT PART B – Specification.
3. The term of the contract shall commence from the date to be agreed by GMA and the successful bidder and shall endure indefinitely until termination by either party, subject to the terms and conditions as agreed in the service agreement.
4. The appointment of a successful audit firm is subject to the conclusion of a service agreement between the GMA and such firm.

## **RFT OBJECTIVES**

5. The GMA is seeking responses to this RFT for the successful bidding company to provide employee benefits to employees of the GMA.
6. To achieve this, the service provider will formulate a proposal to the GMA indicating how the requirements of the GMA may be addressed or surpassed by the solution proposed by the service provider, as well as the costing for various components of the proposal. The following services are required to be performed on behalf of the GMA (participating Employer) to employees of the GMA (participating Members):
  - Establish a retirement fund (pension/ provident) for the GMA or facilitate participation in an umbrella fund in which many other Employers and their Employees participate in order to benefit from economies of scale in terms of pooling of funds for investment;
  - Undertake, administer and manage investments on behalf of such retirement fund;
  - Administer the disposition of benefits provided for in the rules of the fund including but not limited to the following: membership data, contributions, benefits, expenses, periodic members' statements and financial reporting for the fund;
  - Provide long term insurance in the form of group life insurance benefits for employees of the GMA;
  - Provide long term insurance in the form of disability income benefits for employees of the GMA; and
  - Provide long term insurance in the form of family funeral benefits for employees of the GMA.
7. In issuing this RFT, the GMA seeks to identify a Bidder who is able to:
  - Provide the services required by the GMA in the manner set out in the Specification;
  - Demonstrate a commitment and ability to working in collaboration with the GMA over the term of the service agreement;
  - Continuously seek improvements in cost competitiveness, value, efficiency, productivity and service level quality in the provision of the services for the mutual benefit of the GMA and the Bidder.



## RFT REFERENCE NUMBER

8. GMA/002/11.

## PROJECT MANAGER

Contact name	Mrs. Carolyn Kamau
Designation	Senior Provisioning Officer
Telephone number	011 – 997 8974
General switchboard number	011 – 997 8900
Physical Address	22 MilkyWay Avenue, Linbro Business Park, Marlboro, 2090
E-mail Address	<a href="mailto:carolynk@gautrainpo.co.za">carolynk@gautrainpo.co.za</a> / <a href="mailto:tenderenquiries@gautrainpo.co.za">tenderenquiries@gautrainpo.co.za</a>

*\*All communication related to this RFT is to be directed to the Project Manager.*

*The requests for confidential payroll information must emailed directly to the Project Manager.*

## PROJECT SPONSOR

Contact name	Mrs. Karen Muthen
Designation	Chief Financial Officer

## INDICATIVE TIMETABLE

<b>ACTIVITY</b>	<b>DATE</b>
Advertisement of RFT	5 August 2011
Issue of RFT document	5 August 2011
End period for questions and additional requests for information	19 August 2011
<b>Closing Time</b>	<b>11 am, 26 August 2011</b>
Intended completion of evaluation of tenders	16 September 2011
Intended formal notification of successful Bidder(s)	23 September 2011
Intended execution of proposed Contract(s)	October 2011
Intended commencement date	October 2011

*\*This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change.*

## **SUBMISSION OF TENDERS**

### **Hardcopy Submission**

Physical Address of Tender Box	22 MilkyWay Avenue, Linbro Business Park, Marlboro
Hours of access to Tender Box	24 hour access
Information to be marked on package containing Tender	Gautrain Management Agency Mrs. Carolyn Kamau RFT Ref. No. Name of Bidder

### **Electronic Submission**

E-mail Address	<a href="mailto:Tenders@gautrainpo.co.za">Tenders@gautrainpo.co.za</a>
Access restrictions	Mailbox will expire at 11.00 am, 26 August 2011

9. Bidders are to provide one (1) original and three (3) hard copies of the Bidder's Response.
10. Bidders must include an electronic copy of the Bidder's Response in PDF or Microsoft Office 2007 format in the Hardcopy Submission. All responses must be submitted in a sealed envelope in accordance with the conditions of Tendering and on the official forms included in this document.
11. All responses must be provided within the specified boxes and word limits. All documents must be virus checked by the Bidder before lodgement. In this case of inconsistency between the electronic and hardcopy submissions, the hardcopy submission will prevail.

## **RULES GOVERNING THIS RFT AND THE TENDERING PROCESS**

### **APPLICATION OF RULES**

12. Participation in the bid process is subject to compliance with the rules contained in this RFT Part A.
13. All persons (whether or not a Participant in this bid process) having obtained or received this RFT may only use it, and the information contained therein, in compliance with the rules contained in this RFT Part A.
14. All Bidders are deemed to accept the rules contained in this RFT Part A.
15. The rules contained in this RFT Part A apply to:

- a. the RFT and any other information given, received or made available in connection with this RFT, and any revisions or annexure;
- b. the Tendering Process; and
- c. any communications (including any Supplier Briefings, presentations, meetings and negotiations) relating to the RFT or the Tendering Process.

## **REQUEST FOR TENDER**

### **STATUS OF REQUEST FOR TENDER**

16. This RFT is an invitation for person(s) to submit a proposal for the provision of the services as set out in the Specification contained in this RFT Part B. Accordingly, this RFT must not be construed, interpreted, or relied upon, whether expressly or implied, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights.
17. No binding contract or other understanding for the supply of the Services will exist between the GMA and any Bidder unless and until the Agency has executed a formal written contract with the successful Bidder.

### **ACCURACY OF REQUEST FOR TENDER**

18. Whilst all due care has been taken in connection with the preparation of this RFT, the GMA makes no representations or warranties that the content in this RFT or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The GMA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
19. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the RFT or any other information provided by the GMA (other than minor clerical matters), the Bidder must promptly notify the Agency in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the GMA an opportunity to consider what corrective action is necessary (if any).
20. Any actual discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by the GMA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

### **ADDITIONS AND AMENDMENTS TO THE RFT**

21. The GMA reserves the right to change any information in, or to issue any addendum to this RFT before the Closing Time. The GMA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
22. If the GMA exercises its right to change information in terms of clause 21, it may seek amended Tenders from all Bidders.

## **REPRESENTATIONS**

23. No representations made by or on behalf of the GMA in relation to this RFT will be binding on the GMA unless that representation is expressly incorporated into the contract ultimately entered into between the GMA and the successful Bidder.

## **CONFIDENTIALITY**

24. All persons (including all Bidders) obtaining or receiving this RFT and any other information in connection with this RFT or the Tendering Process must keep the contents of the RFT and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFT.

## **COMMUNICATIONS DURING THE TENDERING PROCESS**

### **REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

25. All communications relating to this RFT and the Tendering Process must be directed to the Project Manager.
26. All questions or requests for further information or clarification of this RFT or any other document issued in connection with the Tendering Process must be submitted to the Project Manager in writing, and most preferably by e-mail.
27. Any communication by a Bidder to the GMA will be effective upon receipt by the Project Manager (provided such communication is in the required format).
28. The GMA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
29. Except where the GMA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the GMA's website without identifying the person or organisation which submitted the question.
30. In all other instances, the GMA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Project Manager).
31. A Bidder may, by notifying the Project Manager in writing, withdraw a question submitted in accordance with clause 26, in circumstances where the Bidder does not wish the GMA to publish its response to the question to all Bidders.

## **UNAUTHORISED COMMUNICATIONS**

32. Communications (including promotional or advertising activities) with staff of the GMA or advisors assisting with the Tendering Process are not permitted during the Tendering Process except as provided in clause 26 above, or otherwise with the prior consent of the Project Manager. Nothing in this clause 32, is intended to prevent communications with staff of, or advisors of the GMA to the extent that such communications do not relate to this RFT or the Tendering Process.
33. Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

## **IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

34. Bidders may not seek or obtain the assistance of employees, contractors or advisor's of the GMA in the preparation of their tender responses.
35. The GMA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
36. Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 and any other relevant legislation.

## **ANTI-COMPETITIVE CONDUCT**

37. Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
  - a. The preparation or lodgement of their Tender
  - b. The evaluation and clarification of their Tender; and
  - c. The conduct of negotiations with the GMA.
38. For the purposes of clause 38, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the GMA or any other Bidder or any other person or organization.
39. In addition to any other remedies available to it under law or contract, the GMA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during the entire Tendering Process.

## **COMPLAINTS ABOUT THE TENDERING PROCESS**

40. Any complaint about the RFT or the Tendering Process must be submitted to the Project Manager in writing immediately upon the cause of the complaint arising or becoming known to the Bidder.
41. The written complaint must set out:
  - a. The basis for the complaint, specifying the issues involved;
  - b. How the subject of the complaint affect the organisation or person making the complaint;
  - c. Any relevant background information; and
  - d. The outcome desired by the person or organisation making the complaint.
42. If the matter relates to the conduct of an official, employee or advisor of the GMA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the GMA, and delivered to the physical address of the GMA, as notified.

## **CONFLICT OF INTEREST**

43. A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the GMA and/or the Gauteng Provincial Government and the Bidder's interests during the Tender Process.
44. The Bidder's Response in this RFT Part C requires the Bidder to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the Services under any contract that may result from this RFT.
45. If the Bidder submits its Tender and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Bidder must notify the GMA immediately in writing of that conflict.
46. The GMA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the GMA of the conflict as required.

## **LATE TENDERS**

47. Tenders must be lodged by the Closing Time. The Closing Time may be extended by the GMA in its absolute discretion by providing written notice to Bidders.
48. Tenders lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Tender may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the GMA) that late lodgement of the Tender was caused by a system interruption in

case of the e-Tender system or that access was denied or hindered in relation to the physical tender box or that a major/critical incident hindered the delivery of their tender documents and, in either case, that the integrity of the Tendering Process will not be compromised by accepting a Tender after the Closing Time.

49. The determination of the GMA as to the actual time that a Tender is lodged is final. Subject to clause 48, all Tenders lodged after the Closing Time will be recorded by the GMA and will only be opened for the purposes of identifying a business name and address of the Bidder. The GMA will inform a Bidder whose Tender was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late tender to be returned within 5 (Five) working days of receipt or within 5 (Five) working days after determination not to accept a late tender.

## **TENDER DOCUMENTS**

### **BIDDERS' RESPONSIBILITIES**

50 Bidders are responsible for:

- a. examining this RFT and any documents referenced or attached to this RFT and any other information made or to be made available by the GMA to Bidders in connection with this RFT;
- b. fully informing themselves in relation to all matters arising from this RFT, including all matters regarding the GMA's requirements for the provision of the Services;
- c. ensuring that their Tenders are accurate and complete;
- d. making their own enquiries and assessing all risks regarding this RFT, and fully considering and incorporating the impact of any known and unknown risks into their Tender; and
- e. ensuring that they comply with all applicable laws in regards to the Tendering Process particularly as specified by National Treasury Guidelines, Instruction Notes and Practice Notes and legislation as published from time to time in the Government Gazette.

### **PREPARATION OF TENDERS**

51 Bidders must ensure that:

- a. their Tender is submitted in the required format as stipulated in this RFT Part C; and



- b. all the required information fields in RFT Part C are completed in full and contain the information requested by the GMA.

*Note to Bidders: The GMA may in its absolute discretion reject a Tender that does not include the information requested or is not in the format required.*

- 52 Unnecessarily elaborate responses or other presentations beyond that which is sufficient to present a complete and effective proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 53 Word limits where specified should be observed and the GMA reserves its right to disregard any parts of the Tender that significantly exceed the specified word limitations.

### **ILLEGIBLE CONTENT, ALTERATION AND ERASURES**

- 54 Incomplete Tenders may be disqualified or evaluated solely on information contained in the Tender.
- 55 The GMA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 56 The GMA may permit a Bidder to correct an unintentional error in their Tender where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the GMA reasonably considers that the correction would materially alter the substance of the Bidder's Tender.

### **OBLIGATION TO NOTIFY ERRORS**

- 57 If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidder's Response (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the Tender), the Bidder must promptly notify the GMA of such error.

## **RESPONSIBILITY FOR TENDERING COSTS**

- 58 The Bidder's participation or involvement in any stage of the Tendering Process is at the Bidder's sole risk, cost and expense. The GMA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Tender.
- 59 The GMA is not liable to the Bidder for any costs on the basis of any contractual, or promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidder's participation in the Tendering Process, including without limitation, instances where:
- a. the Bidder is not engaged to perform under any contract; or
  - b. the GMA exercises any right under this RFT or at law.

## **DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION**

- 60 All tenders received by the GMA will be treated as confidential. The GMA will not disclose any Tender contents and Tender information, except:
- a. as required by law;
  - b. for the purpose of investigations by other government authorities having relevant jurisdiction;
  - c. to external consultants and advisors of the GMA engaged to assist with the Tendering Process; or
  - d. for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

## **USE OF TENDERS**

- 61 Upon submission in accordance with the requirements of submission of Tenders, all Tenders submitted become the property of the GMA. Bidders will retain all ownership rights in any intellectual property contained in the Tender.
- 62 Each Bidder, by submission of their Tender, is deemed to have licensed the GMA to reproduce the whole, or any portion, of their Tender for the purposes of enabling the GMA to evaluate the Tender.
- 63 Further, in submitting a Tender, the Bidder accepts that the GMA shall, in accordance with the requirements of Treasury Regulation No. 16A.6.3(d) and the National Treasury Instruction Note on

*Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management*, publish (on the internet or otherwise):

- a. the names of all bidders that submitted bids in relation to this RFT within 10 (Ten) working days after the closure of the bid, if the bid is above the threshold value of R500 000; and
- b. on award of the bid, the name of the successful bidder, the contract price, preference points claimed, the contract number and description of the contract awarded.

## **PERIOD OF VALIDITY**

64 All Tenders received must remain valid and open for acceptance for a minimum of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the GMA and the Bidder.

## **STATUS OF TENDER**

65 Each Tender constitutes an irrevocable offer by the Bidder to the GMA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFT Part B.

66 A Tender must not be conditional on:

- a. The Board approval of the Bidder or any related governing body of the Bidder being obtained;
- b. the Bidder conducting due diligence or any other form of enquiry or investigation;
- c. the Bidder (or any other party) obtaining any regulatory approval or consent;
- d. the Bidder obtaining the consent or approval of any third party; or
- e. the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- f. The GMA may, in its absolute discretion, disregard any tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- g. The GMA reserves the right to accept a Tender in part or in whole or to negotiate with a Bidder in accordance with the clause 88 (Unreasonable disadvantage) of this RFT Part A.

## **COMPLIANCE WITH SPECIFICATION**

67 Under this RFT Part C of this RFT, a Bidder must submit a tabulated statement showing its level of compliance to the Specification contained in this RFT Part B.

- 68 In particular, Bidders must state if they will not comply with the Specification, or will only comply with the Specification subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the space provided in the tabulated statement.
- 69 No response is required in respect of a particular section of the Specification where Bidders will comply with the Specification. Only sections that Bidders has complied with, or will only comply with subject to conditions, should be noted in the tabulated statement.
- 70 The GMA is prepared to contemplate minor variations or departures from the Specification proposed by Bidders’.
- 71 However, Bidders’ should note that significant or substantive variations or departures from the Specifications will not be viewed favourably unless the Bidder is able to clearly demonstrate to the satisfaction of the GMA the necessity for such variations or departures.

*Note to Bidders: The GMA will assume that a Bidder’s Response complies in all relevant respects with the Specification unless the Bidder states otherwise. Failure to notify the GMA of any non-compliance may result in a Bidder’s Response being disregarded.*

72 For the purposes of clause 70:

- **Yes/ Complies** means that in all respects the Bidder’s Response meets or otherwise satisfies all specified outputs, characteristics or performance standards.
- **Will comply subject to conditions** means that the specified outputs, characteristic or performance standard can only be met by the Bidder subject to certain conditions.
- **No/ Will not comply** means that the specified outputs, characteristic or performance standard is not met by the Bidder’s Response.

## **GENERAL**

73 Indefinite responses such as “noted”, “to be discussed” or “to be negotiated” are not acceptable.

74 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Tender, or be included in a general statement of the Bidder’s usual operating conditions.

75 An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.

## **ALTERNATIVE TENDER**

76 A Bidder may submit an alternative proposal. An alternative proposal will only be accepted if:

- a. the Bidder also provides a conforming Bidder's Response; and
- b. the alternative proposal is clearly identified as an "Alternative Tender".

77 An Alternative Tender may:

- a. not comply with the Specifications for the relevant Services due to inherent design or capability in the operation of the Services; or
- b. provide the Services in a manner different to that specified in this RFT Part B.

## **INNOVATIVE SOLUTIONS**

78 Bidders are encouraged to offer options or solutions which may, in an innovative way, contribute to the GMA's ability to carry out its operations in a more cost-effective manner.

79 These may be related to:

- a. the outputs, functional, performance and technical aspects of the requirement; or
- b. opportunities for more advantageous commercial arrangements.

80 Any such options or solutions will be considered by the GMA on a "commercial in confidence" basis if so requested by the Bidder.

81 Where a Bidder submits an offer which meets the requirements of this RFT in an alternative and practical manner, the Tender must also include any supplementary material (including such pricing and costing details as may be necessary to enable the GMA to fully assess the financial impact of the alternative proposal), which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.

82 The GMA reserves the right to consider such offers on their merits or not to consider them at all.

## **CONTRACT DISCLOSURE REQUIREMENTS**

### **DISCLOSURE OF INFORMATION**

83 The Conditions of Tendering include a provision for the disclosure of contract information (refer to this RFT Part A dealing with “Use of Tenders”).

84 If a Bidder wishes to withhold the disclosure of specific contract information, the Bidder must clearly outline how the release of this information will expose trade secrets, business strategy or unique methodologies that may expose the business unreasonably to disadvantage.

### **TRADE SECRETS**

85 In considering whether specific information should be categorised as a trade secret, Bidders’ should assess:

- a. the extent to which it is known outside of the Bidder’s business;
- b. the extent to which it is known by the persons engaged in the Bidder’s business;
- c. any measures taken to guard its secrecy;
- d. its value to the Bidder’s business and to any competitors;
- e. the amount of money and effort invested in developing the information; and
- f. the ease or difficulty with which others may acquire or develop this information.

### **UNREASONABLE DISADVANTAGE**

86 In determining whether disclosure of specific information will expose a Bidder’s business unreasonably to disadvantage, the following should be considered:

- a. whether the information is generally available to competitors; and
- b. whether it could be disclosed without causing substantial harm to the competitive position of the business.

The GMA will consider these applications in the Tender evaluation and negotiations with Bidders.

## **EVALUATION OF TENDERS**

### **EVALUATION PROCESS**

- 87 Following the Closing Time, the GMA intends to evaluate the Tenders received.
- 88 Tenders will be evaluated against the Evaluation Criteria specified under the section “Evaluation Criteria Format”.
- 89 Without limiting the GMA’s rights in the RFT, the GMA may at any time during the Tendering Process choose to:
- a. shortlist one or more Bidders’;
  - b. commence or continue discussions with all or some Bidders without short listing any Bidders; or
  - c. accept one or more of the Tenders.
- 90 Unless the Evaluation Criteria explicitly require, the GMA may, but is not in any way bound to, shortlist, to select as successful, or to accept the Tender offering the lowest price.
- 91 Should the GMA choose to include a short listing stage in its evaluation process, the GMA is not, at any time, required to notify Bidders or any other person or organisation interested in submitting a Tender.
- 92 A Bidder’s Response will not be deemed to be unsuccessful until such time as the Bidder is formally notified of that fact by the GMA. The commencement of negotiations by the GMA with one or more other Bidders is not to be taken as an indication that any particular Bidder’s Response has not been successful.

### **EVALUATION CRITERIA FORMAT**

- 93 The evaluation criteria is weighted to reflect the importance of project requirements noted in the Specifications:
- 94 In evaluating Bidder’s Responses, the GMA will have regard to:
- a. specific evaluation criteria identified in the list below;

- b. the overall value for money proposition presented in the Bidder's Response; and
- c. particular weighting assigned to any or all of the evaluation criteria specified below.

95 For the purposes of this RFT clause 96, 'value for money' is a measurement of financial and non financial factors, including:

- a. quality levels; and
- b. performance standards.

96 Value for money will be assessed on a 'whole of life' basis (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between the GMA and a Bidder), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFT.

97 Administrative compliance will be determined in accordance with the conditions listed in this RFT.

98 The value of this bid is estimated to exceed R 500,000 and therefore the 90/10 preference point system shall apply.

99 Functionality is included as a criterion in the evaluation of this RFT. The evaluation criteria for measuring functionality, and the weighting attached to each criterion is listed in the table below.



<b>FUNCTIONALITY EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
Compliance with specifications	30
Compliance environment of bidding organization	5
Governance and risk management	5
Retirement fund	10
Insured benefits	10
Administration and communication	10
Member participation	5
Beneficiary value-add	2
Organizational experience	5
Client service and ratings	5
Innovation and strategy	5
Financial viability of the organization	5
Bonus points for additional information and executive summary	3
<b>TOTAL SCORE</b>	<b>100</b>

100 A minimum threshold for functionality of 70 (Seventy) points is required. Bids that do not meet this threshold will automatically be disqualified from further evaluation.

101 Thereafter, only the qualifying bids will be evaluated in terms of the 90/10 preference point system, where 90 points are allocated for price only and 10 points are allocated for HDI ownership and achieving prescribed RDP goals, in accordance with clauses 4 and 5 of Annexure D – Preference points Claim Form.

**THE 90/10 PREFERENCE POINTS SYSTEM**

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
Price proposal	90
<b>HISTORICALLY DISADVANTAGED INDIVIDUALS</b>	<b>7</b>
No franchise in national elections before 1983 and 1993 Constitution of RSA	4
Female	2
Disability	1
<b>OTHER RDP GOALS</b>	<b>3</b>
SME/ SMME/ Other	1
Skills transfer	2
<b>TOTAL SCORE</b>	<b>100</b>

**PRICE EVALUATION**

102 Price points will be allocated based on how benefits are charged and on the fee structures proposed.

**HDI and OTHER RDP GOALS EVALUATION**

103 The preference points claimed by each bidder for HDI status and other RDP goals will be allocated to each qualifying bid when determining the bid score under the preference points system.

## **CLARIFICATION OF TENDERS**

- 104 The GMA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Tender. The GMA may use such information in interpreting the Tender and evaluating the cost and risk in accepting the Tender. Failure to supply clarification to the satisfaction of the GMA may render the Tender liable to disqualification.
- 105 The GMA is under no obligation to seek clarification of anything in a Tender and reserves the right to disregard any clarification that the GMA considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this RFT.

## **DISCUSSION WITH BIDDERS**

- 106 The GMA may elect to engage in detailed discussions with any one or more Bidders, with a view to maximising the benefits of this RFT as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 107 As part of this process, the GMA may request such Bidder(s) to improve one or more aspects of their Tender, including any technical, financial, corporate or legal components.
- 108 In its absolute discretion, the GMA may invite some or all Bidders to give a presentation to the GMA in relation to their submissions, that may include a demonstration of software, programs or unique methodologies proposed, if applicable.
- 109 The GMA is under no obligation to undertake discussions with, or to invite any presentations from Bidders.
- 110 In addition to presentations and discussions, the GMA may request some or all Bidders to:
- a. conduct a site visit, if applicable;
  - b. provide references or additional information; and/or
  - c. make themselves available for panel interviews.

## **BEST AND FINAL OFFERS**

- 111 Bidder or, where the Tendering Process involves a short listing process, shortlisted Bidders, may be invited by the GMA to submit a best and final offer in relation to all or certain aspects of their respective Tenders.
- 112 The GMA is under no obligation to give Bidders' the opportunity to submit a best and final offer. If the GMA chooses to give Bidders the opportunity to submit a best and final offer, it is under no obligation to give notification before the Closing Time that such opportunity will be given.

113 Notwithstanding the possibility that the GMA may give Bidders' the opportunity to submit a best and final offer, Bidders should be aware that the GMA will, in conducting its evaluation of Tenders, rely on all information (including all representations) contained in such Tenders. Bidders are therefore encouraged to submit their best and final offers in the first instance.

## **SUCCESSFUL TENDERS**

114 No legally binding contract

115 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the GMA for the supply of the Services. No legal relationship will exist between the GMA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

## **PRE-CONTRACTUAL NEGOTIATIONS**

116 The GMA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.

117 A Bidder is bound by its Tender and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Tender without negotiation.

## **NO OBLIGATION TO ENTER INTO CONTRACT**

118 The GMA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of the GMA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the GMA will be free to proceed via any alternative process.

119 The GMA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

## **ADDITIONAL RULES**

120 It is a condition of the tendering process that Bidders will be required to complete all the forms annexed to this RFT Part C.

121 A Bidder who does not submit all the information as required by the GMA will be disqualified from the Tendering Process.

## **BIDDER WARRANTIES**

122 By submitting a Tender, a Bidder warrants that:

- a. in lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the GMA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFT;
- b. it did not use the improper assistance of GMA employees or information unlawfully obtained from the GMA in compiling its Tender.;
- c. it is responsible for all costs and expenses related to the preparation and lodgement of its Tender, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- d. it otherwise accepts and will comply with the rules set out in this RFT; and
- e. it will provide additional information in a timely manner as requested by the GMA to clarify any matters contained in the Tender.

## **GMA'S RIGHTS**

123 Notwithstanding anything else in this RFT, and without limiting its rights at law or otherwise, the GMA reserves the right, in its absolute discretion at any time, to:

- a. cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- b. alter the structure and/or the timing of this RFT or the Tendering Process;
- c. vary or extend any time or date specified in this RFT for all or any Bidder or other persons;
- d. terminate the participation of any Bidder or any other person in the Tendering Process;
- e. require additional information or clarification from any Bidder or any other person or provide additional information or clarification;
- f. negotiate with any one or more Bidder and allow any Bidder to alter its Tender;
- g. call for new Tenders;
- h. reject any Tender received after the Closing Time;

- i. reject any Tender that does not comply with the requirements of this RFT; or
- j. consider and accept or reject any alternative tender.

## **GOVERNING LAWS**

124 This RFT and the Tendering Process is governed by the laws applying in the Republic of South Africa.

125 Each Bidder must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.

126 All tenders must be completed using the English language and all costing must be in South African Rands.

## **INCONSISTENCY**

128 If there is any inconsistency between any part of this RFT, a descending order of precedence must be accorded to:

- (a) the conditions of tendering in Part A and Part B of this RFT, and any annexure or attachments;
- (b) the Bidder's response in Part C of this RFT;
- (c) any other part of this RFT,

so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

# RFT - PART B:

## TENDER SPECIFICATION

### SCOPE OF SERVICES

The successful Bidder is required to offer and perform the following services on behalf of the GMA (participating Employer) to employees of the GMA (participating Members):

1. Establish a retirement fund (pension/ provident) for the GMA or facilitate participation in an umbrella fund in which many other Employers and their Employees participate in order to benefit from economies of scale in terms of the pooling of funds for investment;
2. Undertake, administer and manage investments on behalf of such retirement fund;
3. Administer the disposition of benefits provided for in the rules of the fund including but not limited to the following: membership data, contributions, benefits, expenses, periodic members' statements and financial reporting for the fund;
4. Provide long term insurance in the form of group life insurance benefits for employees of the GMA;
5. Provide long term insurance in the form of disability income benefits for employees of the GMA; and
6. Provide long term insurance in the form of family funeral benefits for employees of the GMA.

The GMA, as the Employer, shall at all times remain the contracting party in relation to the successful service provider.

### REQUIREMENTS IN DETAIL AND SUPPLEMENTARY INFORMATION

#### A. List of Employees

A list detailing the payroll information for the GMA shall be made available on request by individual Bidders, via email, in order to maintain the confidentiality of sensitive payroll information.

#### B. Retirement Fund

- The Employer elects to establish a defined contribution fund structure;
- The Employer would prefer to have one savings vehicle that would apply to all its members (either a pension fund or a provident fund);
- The Employer elects for its contribution to be capped at 7.5% of its gross monthly payroll;

- The Employee contribution is defined at a minimum of 7.5% of the gross monthly salary of the employee;
- The Employer elects for its members to have the ability to make additional voluntary contributions at any time to enhance the individual member's retirement benefit;
- The Employer elects, should a member become entitled to a lump-sum benefit on withdrawal from another approved pension or provident fund prior to joining the fund established for the GMA, that this benefit may be transferred to the member's share of the GMA's fund;
- The Employer elects that it may, at its sole discretion, at inception of the fund or anytime thereafter, make additional contributions to the fund on behalf of any member;
- The Employer elects that the normal retirement age of its employees is 65 years of age;
- The Employer elects to set the annual pensionable salary at 100% of gross annual salary of the employee and that this excludes bonus payments, short-term incentive payments and any reimbursive allowance;
- The Employer would prefer to have an investment strategy which on joining, offers individual members a choice between investment portfolios that are either conservative, stable, balanced, market-linked or aggressive, depending on individual member's risk appetites;
- The Employer would prefer, that after joining, members have the ability to switch between investment portfolios as needs change, at a reasonable cost to the member. It is also preferred, unless otherwise instructed by a member, that investments are automatically adjusted over time to offer more protection as a member approaches retirement;
- The Employer would prefer that a housing loan facility is availed to its members, whereby the fund or sub-fund established for the GMA is enabled to grant a guarantee in favour of a registered financial institution approved by the GMA, which is secured by an individual member pledging his/ her individual account value to the fund.

### **C. Insured benefits, fees and expenses**

- The Employer undertakes to fund the payment for core insured benefits, and the fees, expenses and additional costs relating to the fund and the provision of insured benefits;
- Service providers are required to provide competitive proposals on what the Employer's contribution towards core insured benefits, fees, expenses and additional costs would be, as a percentage of the gross monthly payroll of the GMA;
- The Employer elects that the cover required for core group life insurance is at least three times the employee's annual salary (3 x);
- The Employer elects for group life cover to cease at normal retirement age;
- The Employer would prefer to have an option to continue group life cover until age 69;



- The Employer elects to set cover for disability income benefits at 75% of the employee's monthly salary, capped at R150,000 per month;
- The Employer elects to have a waiting period for disability income benefits of 6 months;
- The Employer elects to set the growth in income disability benefits at the lower of 5% or the increase in the consumer price index;
- The Employer elects to waive its contributions towards retirement benefits in the event of disability, such that the service provider assumes the risk for retirement, group life and family funeral benefit premiums for an employee in the event that the employee qualifies for the disability income benefits;
- The Employer elects for family funeral benefit cover for the principal member, qualifying spouse, and qualifying children;
- The Employer would prefer to have family funeral benefit cover for employees as follows:
  - R30 000 for the principal member;
  - R30 000 for the spouse of the principal member;
  - R20 000 for a child older than 13;
  - R10 000 for a child aged between 6 and 13; and
  - R5 000 for a child younger than 6.
- The Employer elects for the family funeral benefit cover to cease when the principal member ceases to be an employee of the GMA, the principal member dies or the principal member reaches the normal retirement age.

# RFT - PART C:

## BIDDER'S DECLARATION

All responses must be provided within specified boxes, must comply with the word and page limits imposed and must respond to this RFT Part B in accordance with the Conditions of Tendering in this RFT Part A. All Annexure form part of the Bidder's Response and must be completed in full and signed.

### BIDDER'S DECLARATION

I the undersigned \_\_\_\_\_ (full name) hereby certify that:

- I have read, understood and accept the conditions contained in this RFT.
- I have supplied all the required information, and all the information submitted as part of the RFT is true and correct.

<b>FULL NAME</b>	
<b>IDENTITY NUMBER</b>	
<b>DESIGNATION</b>	
<b>AUTHORISED SIGNATORY</b>	

# BIDDER'S RESPONSE

<b>FULL NAME</b>				
<b>POSTAL ADDRESS</b>				
<b>PHYSICAL ADDRESS</b>				
<b>ENTITY REGISTRATION NUMBER</b>				
<b>VAT REGISTRATION NUMBER</b>				
<b>CONTACT PERSON'S FULL NAME</b>				
<b>TELEPHONE NUMBER 1</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>TELEPHONE NUMBER 2</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>CELLULAR PHONE NUMBER</b>				
<b>E-MAIL ADDRESS</b>				
<b>TAX CLEARANCE CERTIFICATE</b>	<b>YES</b>		<b>NO</b>	
<b>FULL NAME OF AUTHORISED AGENT</b>				
<b>TITLE OF AUTHORISED AGENT</b>				
<b>SIGNATURE OF AUTHORISED AGENT</b>				
<b>DATE OF SIGNATURE</b>				
<b>TOTAL BID PRICE</b>				

<b>EXECUTIVE SUMMARY</b>	<i>Word limit – [250 words]</i>
Provide a brief executive summary giving an overview of the organization and your offerings.	

<b>ALTERNATIVE TENDER</b>	<i>Word limit – [500] words</i>
Where a Bidder also submits an Alternative Tender, it must include any supplementary material, together with associated prices, which demonstrates in detail that such an alternative will fully achieve and/ or exceed all the specifications or requirements together with references as to why the alternative proposal/s may be advantageous. This should be cross-referenced to the Specification.	

COMPLIANCE WITH SPECIFICATION	YES	NO	EXPLANATION/ COMMENTS
1. Defined contribution fund structure?			
2. What type of retirement fund (Pension or Provident) are you proposing?			
3. Employer contribution to retirement fund is capped at 7.5% of gross monthly payroll. Can you accommodate this in your proposal?			
4. Employee contribution to retirement fund at a minimum of 7.5% of gross monthly salary of employee. Can you accommodate this in your proposal?			
5. Can members make additional voluntary contributions at any time to enhance the individual member's benefit?			
6. Is a member permitted to transfer to his/her member share, a lump-sum benefit received on withdrawal from another approved pension or provident fund prior to joining the fund established for the GMA?			
7. Will the Employer be permitted, at inception of the fund or anytime thereafter, to make additional contributions to the fund on behalf of any member?			
8. Employer elects that the normal retirement age of its employees is 65 years of age. Can you accommodate this in your proposal?			
9. Employer elects to set the annual pensionable salary at 100% of gross annual salary. Can you accommodate this in your proposal?			
10. Do you offer individual members a choice between investment portfolios that are conservative, stable, balanced, market-linked or aggressive, depending on individual member's risk appetites?			
11. Do members have the ability to switch between investment portfolios as needs change?			

12. What is the cost to switch between investment portfolios?			
13. Is your investment strategy such that investments are automatically adjusted over time to offer more protection as a member approaches retirement?			
14. Are you able to avail a housing loan facility to members as per the specification?			
15. Service providers are required to provide competitive proposals on what the Employer's contribution towards core insured benefits, fees, expenses and additional costs would be, as a percentage of the gross monthly payroll of the GMA.			
16. Employer elects that the group life cover is at least three times the employee's annual salary. Can you accommodate this in your proposal and what are the costs associated with this?			
17. The Employer elects for group life cover to cease at normal retirement age. Do you offer an option to continue group life cover until age 69 and what are the costs associated with this?			
18. The Employer elects to set cover for disability income benefits at 75% of the employee's monthly salary, capped at R150,000 per month. Are you able to accommodate this in your proposal and what are the costs associated with this?			
19. The Employer elects to have a waiting period for disability income benefits of 6 months. Are you able to accommodate this in your proposal?			
20. The Employer elects to set the growth in income disability benefits at the lower of 5% or the increase in the consumer price index. Are you able to accommodate this in your proposal?			
21. The Employer elects to waive its contribution towards retirement benefits in the event of disability, such that the service provider assumes the risk for			

retirement, group life and family funeral benefit premiums for an employee in the event that the employee qualifies for the disability benefits. Are you able to accommodate this in your proposal and please indicate the costs of this option?			
22. The Employer would prefer to have to family funeral cover for its employees as defined in the specification. Are you able to accommodate this in your proposal and what are the costs associated with this?			
<b>COMPLIANCE IN THE BIDDING ORGANISATION</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
<ol style="list-style-type: none"> <li>1. Is your fund registered with the Registrar of Pension Funds in terms of the Pension Funds Act (Act 24 of 1952)?</li> <li>2. Are insurance policies issued by SA Insurance Companies registered in terms of the Long Term Insurance Act (Act 52 of 1998)?</li> <li>3. Are you compliant with the Financial Advisory and Intermediary Services Act (Act 37 Of 2002)?</li> <li>4. Are you compliant with the Financial Services Board Act (Act 97 of 1990)?</li> <li>5. Please describe your Compliance Reporting process.</li> <li>6. Have you submitted audited financial statements to the Registrar, within 6 months of year end for all the funds that you administer?</li> </ol>			
<b>GOVERNANCE &amp; RISK MANAGEMENT</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
<ol style="list-style-type: none"> <li>1. Do you have a Code of Conduct including an Ethics Policy that governs your business and your interaction with your clients?</li> <li>2. Does the Fund have a governance and risk management plan?</li> <li>3. Are the duties and responsibilities of the Board of Trustees of the Fund governed by a Trustees Mandate or a formal Terms of Reference?</li> <li>4. Are the Trustees required to formally declare any conflict of interest in the carrying out of responsibilities to the Fund as per the formal terms of reference;</li> <li>5. Are the Trustees appraised in terms of</li> </ol>			

<p>their efficiency and performance against their terms of reference?</p> <p>6. Do you have Fidelity Insurance and does this offer cyber crime cover?</p> <p>7. Do your policies cover legal costs that may be incurred?</p>			
<b>RETIREMENT FUND</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
<p>1. Is the retirement fund that you are proposing an umbrella fund or a stand-alone fund?</p> <p>2. If it is an umbrella fund, please provide statistics on the number of participating employers in the fund, the total number of members, the total value of funds under administration, and the fund performance.</p> <p>3. In addition, please provide details of the financial returns on each investment portfolio, in the range of investment portfolios that you are proposing for the GMA, for the past 3 years.</p>			
<b>INSURED BENEFITS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
<p>1. Please list all the exclusions from the insured benefits.</p> <p>2. For life insurance, what is your free cover limit where no evidence of health and insurability is required?</p> <p>3. Are there any restrictions imposed on the life insurance benefit of employees who are above a certain threshold of remuneration?</p>			
<b>ADMINISTRATION &amp; COMMUNICATION</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
<p>1. Do you have an administration platform and software?</p> <p>2. Can Members access their individual accounts/ benefit statements online or through the web?</p> <p>3. Do you offer an electronic Employer/ Client interface?</p> <p>4. What member advice services to you offer (benefit consultants, financial planning advisors, retirement needs analysis, investment strategy etc.)?</p> <p>5. Do you offer a benefit payment and SARS interface?</p> <p>6. What reporting do you offer trustees and members?</p> <p>7. Please describe your fund accounting</p>			



<p>principles including pricing and balancing of assets and liabilities.</p> <p>8. Please describe the financial reporting for the fund including timing of reports;</p> <p>9. Please describe your investment reporting including investment management and administration;</p> <p>10. Please describe your complaints reporting process;</p> <p>11. Please describe your pensioner and unclaimed benefits administration and reporting.</p>			
<b>MEMBER PARTICIPATION</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
<p>1. How do you facilitate consultative decision making in the Fund which includes the Employer and its Members?</p> <p>2. How is the Employer and members represented at the AGM of the Board of Trustees of the Fund?</p> <p>3. Does the Board of Trustees of the Fund include independent trustees elected by the Employer or its Members?</p>			
<b>BENEFICIARY VALUE-ADD</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
<p>1. Do you employ a process of annual revision of nominated beneficiaries of members;</p> <p>2. Is a member able to nominate a trust to receive benefits on behalf of a minor beneficiary?</p> <p>3. Alternatively, does the Fund make provision for a Trust Beneficiaries Fund, where if a member dies and the member's beneficiaries are minors, there is an option for the benefits to be held in trust until the beneficiaries reach majority?</p>			
<b>ORGANISATION'S EXPERIENCE</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
<p>1. Provide details of your organisation's experience in the industry as it applies to the required Services.</p>			
<b>CLIENT SERVICE AND RATINGS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
<p>1. Provide details of the customer service plan you would undertake for this contract.</p> <p>2. What other customer service orientated proposals do you have that will enhance</p>			

your bid?			
<b>INNOVATION AND STRATEGY</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
1. Provide details of the innovative or unique component of your proposal, which could for example, involve the use of leading technologies, innovative solutions, and best practice.			
<b>FINANCIAL VIABILITY</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
1. Are there any significant events, matters, occurrences or circumstances which have arisen since the end of your last financial year which may significantly affect operations and your ability to continue to operate as a going concern? 2. Are there any other factors which could adversely impact on your financial ability to successfully perform the obligations contemplated in this RFT?			
<b>COSTING</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
1. How are benefits charged? Is it a fixed rate per participating employee, a fixed rate per rand of cover or a % of salary? 2. How are your fees increased and how regularly are these increases effected? 3. How do claims affect the fees and costs charged? 4. What makes your cost structure competitive?			
<b>ANY OTHER MATTER</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION/ COMMENTS</b>
Please detail any other additional information which has not been covered in the previous sections, and which you believe must be considered in the evaluation of your tender.			

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

- Bidders are required to submit a current original Tax Clearance Certificate for all price quotations exceeding the value of R 30 000 (VAT included).
- Failure to submit an original and valid Tax Clearance Certificate will result in the invalidation of your response to this RFP.
- A certified copy of the Tax Clearance Certificate will not be accepted.
- It is the responsibility of the bidder to ensure that GMA is in possession of the bidder's valid Tax Clearance Certificate.
- It is therefore not necessary to submit a tax clearance certificate with every new RFP response if the bidder has submitted a Tax Clearance for any RFP before at GMA, provided that such tax clearance certificate is still valid at the time of responding to this RFP.
- It must be noted that the onus is on the bidder to ensure that GMA receives a valid Tax Clearance Certificate as soon as the validity of the said certificate expires, as this may invalidate the bidder's response to this RFP if such tax clearance certificate expires during the evaluation and subsequent RFP award process.
- In terms of the Treasury Regulations all bidders are required to complete Section 3 for all price quotations/proposals exceeding the estimated transaction value of R 30 000 (VAT included).
- Certified copies of the Tax Clearance Certificate will not be acceptable.
- In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

**PRICING SCHEDULE**

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.**

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VAT</u>
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1. The accompanying information must be used for the formulation of proposals.
  
2. Bidders are required to indicate a ceiling price based on the total estimated cost for the provision of the services according to the specification including all expenses inclusive of VAT for the project.

R.....

3. **PLEASE INDICATE THE METHOD IN WHICH BENEFITS ARE CHARGED FOR EACH REQUIREMENT AS LISTED IN THE SPECIFICATION.**

-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

6. Period required for commencement with project after acceptance of bid .....
  
7. Estimated amount of man-days for completion of project. ....
  
8. Are the rates quoted firm for the full period of contract ? .....
  
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....

**PRICING DECLARATION**

Dear Sir/Madam

After having carefully read through and examined this RFT Reference Number GMA/002/11 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer to render to employee benefit services to the GMA as detailed in Specification section of the Request for Tender document:

IN AMOUNTS:

R \_\_\_\_\_ (including VAT)

IN WORDS:

R \_\_\_\_\_  
\_\_\_\_\_ (including VAT)

We confirm that this price covers all activities associated with the supply of the services to the GMA as per the requirements in the specification.

We confirm that GMA will incur no additional costs whatsoever over and above this amount in connection with the provision of this service.

We undertake to hold this offer open for acceptance for a period of 90 (Ninety) days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Tender.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the

submission of this tender or the details therein except where such is necessary for the submission of this tender.

# PRICE DECLARATION

## (MANDATORY INFORMATION)

I the undersigned \_\_\_\_\_ (full name) hereby certify that:

- I have read, understood and unconditionally accept that the conditions contained in above Section of this RFT.
- I have supplied all the required information, and all the information submitted as part of the Pricing Section of this RFT is true and correct.

<b>FULL NAME</b>	
<b>IDENTITY NUMBER</b>	
<b>DESIGNATION</b>	
<b>AUTHORISED SIGNATORY</b>	

**PREFERENTIAL POINTS CLAIM FORM**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (“HDI”) preference points as well as a summary for preference points claimed for attainment of other specified goals

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**BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HDI’s, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.**

---

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R500 000; and
- the 90/10 system for requirements with a Rand value above R500 000.

1.1.1 The value of this bid is estimated to exceed R500 000 and therefore the 90/10 system shall be applicable.

1.2 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3 The preference points for this bid are allocated as follows: **POINTS**

<b>1.3.1.1</b>	<b>PRICE</b>	90
<b>1.3.1.2</b>	<b>SPECIFIC CONTRACT PARTICIPATION GOALS</b>	10

	Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 and 1993 Constitutions	4
--	--	---

- |  |                            |   |
|--|----------------------------|---|
|  | (ii) Who is a female       | 2 |
|  | (iii) Who has a disability | 1 |

Other specific goals (goals of the RDP- plus local manufacture)

- |  |                      |   |
|--|----------------------|---|
|  | (i) SME/SMME/Other   | 1 |
|  | (ii) Skills transfer | 2 |

	<b>Total points for Price, HDIs and other RDP-goals must not exceed</b>	<b>100</b>
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**SEPARATE PREFERENCE POINTS CLAIM FORMS WILL BE USED FOR THE PROMOTION OF THE SPECIFIC GOALS FOR WHICH POINTS HAVE BEEN ALLOCATED IN PARAGRAPH 1.3.1.2 (B) ABOVE.**

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

**2. GENERAL DEFINITIONS**

**2.1. “Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

**2.2. “Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

**2.3. “Comparative price”** means the price after the factor of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

**2.4. “Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

**2.5. “Contract”** means the agreement that results from the acceptance of a bid by an organ of state.

**2.6. “Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001. In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

**2.7. “Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

**2.8. “Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

**2.9. “Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.

**2.10. “Historically Disadvantaged Individual (HDI)”** means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the



Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or

(i) who is a female; and/or

(ii) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 **“Person”** includes reference to a juristic person.

2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.17 **“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.

2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE**

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

#### 4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

#### 5. POINTS AWARDED FOR PRICE

##### 5.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**                      **or**                      **90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Rand value of bid under consideration

$P_{\min}$  = Rand value of lowest acceptable bid

#### 6. Points awarded for historically disadvantaged individuals

- 6.1. In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2.1 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.2.2 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.3 Listed companies and tertiary institutions do not qualify for HDI preference points.
  - 6.3.1 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
  - 6.3.2 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

**7. BID DECLARATION**

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

**8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.**

Ownership	Percentage owned	Points claimed
8.1 Equity ownership by persons who had no franchise in the national elections	%	.....
8.2 Equity ownership by women	%	.....
8.3 Equity ownership by disabled persons*	%	.....

\*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

**9 DECLARATION WITH REGARD TO EQUITY**

9.1 Name of firm : .....

9.2 VAT registration number : .....

9.3 Company registration number : .....

**9.4 TYPE OF FIRM [TICK APPLICABLE BOX]**

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

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

**9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? .....**

**9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.**

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

\*Indicate YES or NO

### 9.9 Consortium / Joint Venture

9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- a. The information furnished is true and correct.
- b. The equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- c. In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of GMA that the claims are correct.
- d. If the claims are found to be incorrect, GMA may, in addition to any other remedy it may have –
- e. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- f. 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;
- g. impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

# PPP FORM DECLARATION

I the undersigned \_\_\_\_\_ (full name) hereby certify that:

- I have read, understood and unconditionally accept that the conditions contained in above Section of this RFT.
- I have supplied all the required information, and all the information submitted as part of the PPP Form Section of this RFT is true and correct.

<b>FULL NAME</b>	
<b>IDENTITY NUMBER</b>	
<b>DESIGNATION</b>	
<b>AUTHORISED SIGNATORY</b>	
<b>1<sup>ST</sup> WITNESS</b>	
<b>2<sup>nd</sup> WITNESS</b>	

**PREFERENTIAL POINTS CLAIM FORM – SMALL BUSINESS**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001  
PROMOTION OF SMALL BUSINESSES**

**BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM SBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001**

1. Regulation 17 (3) (c) of the Preferential Procurement Regulations makes provision for the promotion of small businesses within the preference point systems.

2. SPECIFIC GOAL	POINTS ALLOCATED
The promotion of small businesses as defined in the National Small Business Act, 1996 (Act 102 of 1996).	1

3. **BID DECLARATION**  
  
Bidders who wish to claim points in respect of this goal must complete paragraph 5 below.

4. **POINTS CLAIMED**  
  
Indicate whether the points allocated for this goal is claimed. Yes / No

5. **INFORMATION FURNISHED WITH REGARD TO THE PROMOTION OF SMALL BUSINESSES**

5.1 Indicate whether the company is a small, medium or micro enterprise as defined by the National Small Business Act, 1996 (Act 102 of 1996). Yes / No

5.1.1 If the response to paragraph 5.1 is yes, the following must be completed:

- 5.1.1.1 Sector or sub-sector in accordance with the Standard Industrial Classification .....
- 5.1.1.2 Size or class .....
- 5.1.1.3 Total full-time equivalent of paid employees .....
- 5.1.1.4 Total annual turnover .....
- 5.1.1.5 Total gross asset value (fixed property excluded) .....

5.1.1.6 Points claimed hereunder must be based on value added, excluding profit and overheads but

including and not limited to local manufacture, packaging and distribution to this specific bid.

5.1.1.7 GMA shall indicate the different categories of percentage value added as well as the points allocated for each category. These categories may vary from industry to industry. The bidder is compelled to indicate for which category he/she is bidding and the relevant preference points claimed.

Percentage Added	Value	Points Allocated	Points Claimed

5.1.1.8 Please furnish details of value added:

.....  
 .....

5.1.1.9 If required, the information supplied above must be substantiated by an external auditors certificate and the relevant documentation.

5.2 Indicate whether the company is actively involved in the promotion of small businesses, as defined in the National Small Business Act, 1996 (Act 102 of 1996), by subcontracting/outsourcing any of the business functions of the company to local small businesses *inter alia* manufacturing, packaging, distribution etc. Yes / No

5.2.1.1 If the response in paragraph 5.2 is yes, paragraphs 5.1.1.1 to 5.1.1.5 as well as the following must be completed:

5.2.1.1 Specific business function(s) subcontracted/outsourced .....

5.2.1.2 Name of small business .....

5.2.1.3 Address and telephone number of small business as well as contact person

.....  
 .....

5.2.1.4 Points claimed hereunder must be based on outsourced business to small businesses as a percentage of annual turnover for the previous financial year(s).

5.2.1.4.1 GMA shall indicate the different categories of percentage value added as well as the points allocated for each category. These categories may vary from industry to industry. The bidder is



compelled to indicate for which category he/she is bidding and the relevant preference points claimed.

Percentage Turnover	of	Points Allocated	Points Claimed

5.2.1.5 If required information supplied above must be substantiated by an external auditors certificate and the relevant documentation.

5.2.1.6 Total points claimed under par. 5.1.1.6 and 5.2.1.4 will not exceed the maximum of 1 points allocated for this specific goal.

## SMALL BUSINESS DECLARATION

I/we, the undersigned, \_\_\_\_\_ (full name) who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on promotion of small, medium or micro enterprises, qualifies the firm for the point(s) shown and I / we acknowledge that:

- The information furnished is true and correct.
- In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of GMA that the claims are correct.
- If the claims are found to be incorrect, GMA may, in addition to any other remedy it may have –
- recover all costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- 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; and
- impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid.

<b>FULL NAME</b>	
<b>DESIGNATION</b>	
<b>AUTHORISED SIGNATORY</b>	
<b>1<sup>ST</sup> WITNESS</b>	
<b>2<sup>nd</sup> WITNESS</b>	

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2001**

**DEVELOPMENT OF HUMAN RESOURCES, INCLUDING ASSISTING IN  
TERTIARY AND OTHER ADVANCED TRAINING PROGRAMMES IN LINE  
WITH KEY INDICATORS SUCH AS PERCENTAGE OF WAGE BILL SPENT  
ON EDUCATION AND TRAINING AND IMPROVEMENT OF MANAGEMENT  
SKILLS**

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**NB:** BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

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1. Regulation 17 (3) (j) of the Preferential Procurement Regulations makes provision for the promotion of active involvement in the development of human resources, including assisting in tertiary and other advanced training programmes in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills

**SPECIFIC GOAL**

**POINTS ALLOCATED**

The development of human resources, including assisting in tertiary and other advanced training programmes in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills

2

**2. BID INFORMATION**

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 4 below.

**3. POINTS CLAIMED**

Indicate whether point(s) for this goal is (are) claimed Yes / No

**4. INFORMATION WITH REGARD TO HUMAN RESOURCE DEVELOPMENT**

4.1 Indicate whether your company develops it’s human resources by inter alia, assisting in tertiary and other advanced training programmes. Specify programmes and number of persons currently involved as well as envisaged benefit for these persons.

4.2 Points will be awarded based on the following sliding scale.

<b>% of wage bill spent on development</b>	<b>Points allocated</b>	<b>Points Claimed</b>
<b>1 – 1.5 %</b>		
<b>1.6 – 2 %</b>		
<b>2 % +</b>		

.....

.....

.....

.....

.....

NOTE: Training courses shall address all related issues, utilizing human resources for the improvement of management and other skills, advice on functional tools and methods to be used to transfer these skills.

**5. BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on human resource development, qualifies the firm for the point(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct.

- (ii) The signatory to bid document is duly authorised.
- (iii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (b) 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;
  - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

**WITNESSES:**

1. ....  
 .....  
 SIGNATURE(S) OF BIDDER(S)

2. .... DATE: .....

**CONTRACT FORM - RENDERING OF SERVICE**

**THIS FORM MUST BE FILLED IN DUPLICATE BY THE SERVICE PROVIDERS**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number GMA/001/11 at the price/s quoted.
  
2. My offer/s remain binding upon me and open for acceptance by GMA during the validity period indicated and calculated from the closing date of the bid.

<b>RENDERING OF SERVICES</b>	
<p>I/we, the undersigned, _____ (full name) confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.</li>   <li><input type="checkbox"/> I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid</li>   <li><input type="checkbox"/> I confirm that I am duly authorised to sign this contract.</li> </ul>	
<b>FULL NAME</b>	
<b>DESIGNATION</b>	
<b>AUTHORISED SIGNATORY</b>	
<b>1<sup>ST</sup> WITNESS</b>	
<b>2<sup>ND</sup> WITNESS</b>	

**SUPPLY CHAIN MANAGEMENT PRACTICES**

THIS DECLARATION MUST FORM PART OF ALL BIDS INVITED.

1. It serves as a declaration to be used by bidders in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
2. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - abused the institution'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.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

NO.	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so, furnish particulars:		

# SCM PRACTICE DECLARATION

I/we, the undersigned, \_\_\_\_\_ (full name) certify that

- the information furnished on this declaration form is true and correct, accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.
  
- I confirm that I am duly authorised to sign this contract.

<b>FULL NAME</b>	
<b>DESIGNATION</b>	
<b>AUTHORISED SIGNATORY</b>	
<b>1<sup>ST</sup> WITNESS</b>	
<b>2<sup>ND</sup> WITNESS</b>	

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

<sup>3</sup> 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.

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of : \_\_\_\_\_

that:

(Name of Bidder)



1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<b>FULL NAME</b>	
<b>DESIGNATION</b>	
<b>AUTHORISED SIGNATORY</b>	
<b>1<sup>ST</sup> WITNESS</b>	
<b>2<sup>nd</sup> WITNESS</b>	

**CHECKLIST**

Bidders are to use this checklist to ensure that the bid documentation is complete for administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
1.	Is your Bidder's Response completed in full and signed?		
2.	Have you submitted all attachments and additional information required?		
3.	Annexure A		
4.	Annexure B		
5.	Annexure C		
6.	Annexure D		
7.	Annexure E		
8.	Annexure F		
9.	Annexure G		
10.	Annexure H		
11.	Annexure I		
12.	Did you submit <b>one</b> (1) original and <b>three</b> (3) hard copies of the Bidder's Response?		
13.	Did you submit <b>an electronic copy</b> of the Bidder's Response		
		<b>Tick to indicate that the information is included</b>	

