



the gpaa

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## **GPAA RFP 19/2014**

# **CASE MANAGEMENT SOLUTION FOR FORENSIC AND FRAUD PREVENTION MANAGEMENT**

## **REQUEST FOR PROPOSAL GUIDELINES, INSTRUCTIONS, AND CONDITIONS**

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## 1 INTRODUCTION

### 1.1 Proposal publication

- 1.1.1 The Government Pensions Administration Agency (GPAA) invites suitably qualified service providers to submit Proposals in accordance with the rules set out in this Request for Proposal (RFP) for the provision of services in respect of supply, installation, maintenance and support of Case Management Solution (CMS) for forensic and fraud investigation services.
- 1.1.2 The GPAA thus requires prospective Service Provider to also have requisite qualifications and experience to provide it with Fraud case management capabilities.

### 1.2 Organisation of the document

This RFP document is organised as provided in the table below.

Section	Contents
1	Introduction
2	Summary of the requirements
3	Bidding qualification and subcontracting requirements
4	Bidding process
5	Bid evaluation and selection
6	General/special conditions of the tender

### 1.3 Glossary of Key Terms

1.3.1 In any document in the RFP pack, and in this document in particular, the following conventions are adopted and used:

1.3.1.1 *Capitalised terms used will have the meanings given to them in the glossary table below, unless the capitalised term has been defined within the document in which such term appears. Where this is the case, the definition in that document will be the meaning assigned to the capitalised term;*

1.3.1.2 *Reference to persons or entities includes a reference to natural persons, corporates, associations, trusts, partnerships or other entities or organisations;*

1.3.1.3 *A person or entity includes a reference to that person's or entity's successors or assigns;*

1.3.1.4 *The singular includes the plural and vice versa, unless the context otherwise requires;*

1.3.1.5 *The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it.*

1.3.2 Terms that are not contained in the definitions set out below have their generally understood meanings, or if the terms are technical in nature they will have their generally understood meanings in the telecommunications and information technology industries and, if used in ITIL, then in ITIL; and

Terminology	Definition
Bidder	Means a prospective Service Provider who submits a Proposal in respect of this RFP.
Briefing Session	Means a meeting that GPAA holds with prospective Bidders to provide them with an overview and general understanding of the RFP and to provide prospective Bidders with the opportunity to raise clarity questions about any aspect of the RFP documentation. The meeting is normally scheduled to take place within one to two weeks following the publication of the RFP.
Closing Date	Means the date by which the Bidder is required to submit their response to this RFP
Customer	Is a recipient of any of the IT services defined in this RFP. A Customer also means a client, a user or an end-user of ICT services.
GPAA	Government Pensions Administration Agency
GPAA Confidentiality and Secrecy Undertaking	Means a document of that name in the RFP Pack referenced in the table in the RFP Pack Index Document.
Head Office	Means GPAA main offices based at 34 Hamilton Street,

Terminology	Definition
	Arcadia, Pretoria.
ICT	Information and Communications Technology
Case Management Solution Agreement	Means the contract between a Bidder and the GPAA in respect of this RFP.
ITIL	Information Technology Infrastructure Library
Proposal	Is a response submitted by a Bidder to this RFP
RFP	Means this Request for Proposal, including all documents in the RFP Pack.
RFP Document Pack	Means the collection of documents making up the GPAA Forensic & Fraud Investigation Case Management tender.
Service Provider	Is the Bidder who is awarded one of the Case Management Solution of this RFP and with whom the GPAA has entered into an agreement to provide Services.
Services	Include all duties, services, activities, deliverables, functions and responsibilities to be provided or to be performed by the Service Provider for the GPAA in terms of the Case Management Solutions Agreement.
Term	Means the term of the Case Management Solution Agreement which the Service Provider(s) and the GPAA will enter into.

## 1.4 Key dates and activities

1.4.1 The table below lists certain key dates and associated activities from the time of publication of the RFP up to and including the Closing Date.

Item	Activity	Duration	Start	End
1	RFP documentation available (Published)		31 October 2014	28 November 2014
2	Compulsory Briefing Session		7 November 2014	
3	RFP questions and clarification		7 November 2014	14 November 2014
3	RFP Close		28 November 2014	
5	Evaluate proposals		1 December 2014	5 December 2014
6	Due diligence on top candidate		9 December 2014	12 December 2014

7	Select final preferred Service Provider/s		15 December 2014	15 December 2014
	Approval by GPAA Executive		19 DECEMBER 2014	22 December 2014
8	Contract Negotiations		5 JANUARY 2015	19 January 2015
9	Sign contract/s		20 JANUARY 2015	22 January 2015
10	Services Provision		1 FEBRUARY 2015	

1.4.1 All dates and times in this RFP are South African Standard Time.

1.4.2 Any time or date in this RFP is subject to change at the GPAA's discretion. A time or date determined by the GPAA in this RFP does not create an obligation on the part of the GPAA to take any action, or create any right in any way for any Bidder to demand that any action be taken on the date established, or on any other date. The Bidder accepts that if the GPAA extends the deadline for RFP submission for any reason, the requirements of this RFP otherwise apply equally to the extended deadline.

**1.5 Contact Person**

1.5.1 All communications to the GPAA must be addressed to the Tender Office at:

Email	RFP19-2014@gpaa.gov.za
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1.5.2 Communications sent by the GPAA must only be regarded as official communication if sent from the above e-mail address.

**2 THE REQUIREMENTS**

The GPAA has published this RFP to invite service providers with requisite qualifications and experience to submit Proposals to provide maintenance and operational support services to its Forensic and Fraud Investigation capabilities. While these requirements are discussed in Service Requirements Definitions Section of this RFP, they fall into the following broad categories, as summarized below:

- Challenges
- Requirements of the RFP
- Reserved rights

## 2.1 Challenges

- 2.1.1 The following challenges that are currently experienced within the Forensic & Fraud Prevention Management inform the formulation of this RFP:
- 2.1.1.1 *Usage of a manual case register for the recording of cases and to account for the incoming and finalized cases.*
  - 2.1.1.2 *Delayed mitigation of audit queries for the inaccuracy in the reporting of stats resulting from manual data capturing.*
  - 2.1.1.3 *Late or slow prioritization and allocation of reported cases*
  - 2.1.1.4 *Inadequate and timeous tracking on investigation progress*
  - 2.1.1.5 *Lack of reporting and tracking the implementation of recommendations.*
  - 2.1.1.6 *Inability to electronically manage cases*
  - 2.1.1.7 *Delays in retrieving previous/old case data or references*
  - 2.1.1.8 *Inability to automatically link like cases or provide trending reports*
  - 2.1.1.9 *Inability to electronically link case data*
  - 2.1.1.10 *Manual capturing is prone to human error and omission*
- 2.1.2 The GPAA is seeking to address all the challenges listed above by awarding this RFP and Bidders must therefore ensure that solutions contained in their Proposals address these challenges fully. Over and above the compliance to any particular minimum specifications, Proposals will be evaluated for their ability to provide solutions that will adequately address, resolve and remove these challenges.

## 2.2 Requirements of the RFP

- 2.2.1 Functional requirements of the Case Management Solution:
- 2.2.1.1 *Capture/maintain information. Various users (Internal GPAA users and External Clients) should also be able to log incidents via different channels; e.g. Web, Email, SMS, etc.*
  - 2.2.1.2 *Classify captured (registered) cases in terms of defined GPAA modus operandi and also allocate a unique reference number per case,*
  - 2.2.1.3 *Provide Analytics; i.e. Analyse, and prioritize cases that are "like/similar/the same" across many integrated systems.*
  - 2.2.1.4 *Provide workflow with tracking (to indicate where in the process is the case) with the ability to escalate tasks that exceed defined GPAA service levels,*
  - 2.2.1.5 *Store and retain artefacts,*
  - 2.2.1.6 *Provide secure access through a role-based access control facility to assign access per role,*
  - 2.2.1.7 *Provide secure storage (ability to ensure the integrity of artefacts so that they are admissible in court or disciplinary hearings as evidence),*
  - 2.2.1.8 *Support the upload or import of different information formats; e.g. voice, video, picture, text, files, etc.*



- 2.2.1.9 *Provide reporting with the ability to easily customise reports,*
- 2.2.1.10 *Provide a dashboard capability that summarizes cases logged and their related status,*
- 2.2.1.11 *Print specific information or save the information in different formats while maintaining its integrity,*
- 2.2.1.12 *Provide search capabilities that permit location and retrieval of requirement records and document maintained in the database or websites, using keywords, titles, or numbers and full range of Boolean logical combinations,*
- 2.2.1.13 *Provide sorting capabilities that will have the ability to sort and display search results in terms of their relevance to the case, thus allowing a better choice of which document is best to download,*
- 2.2.1.14 *Provide the ability to assign tasks to different role players to resolve the recommendations and also the ability to track status of implementation. The solution must have an alerting (email or sms) facility.*
- 2.2.1.15 *Provide the ability to integrate with the GPAA (and other) finance systems to record and/or link losses and recoveries, and*
- 2.2.1.16 *Provide a full audit trail on usage of the system/solution.*

## 2.2.2 Technical requirements of the Case Management Solution:

- 2.2.2.1 *Provide web-based functionality; i.e. be accessible from the Internet and/or the GPAA's network*
- 2.2.2.2 *Provide Access Control capabilities to allow/restrict different types of users of the case management solution; e.g. Forensic Manager, Forensic Analyst, etc.*
- 2.2.2.3 *Support a large range of file formats used in the Fraud Investigation Process; e.g. voice files, text files, video clips, etc.*
- 2.2.2.4 *Support the integration to different ICT platforms / systems; the GPAA environment consists of Windows, Linux, Oracle Databases, Virtual Servers, etc.*
- 2.2.2.5 *Provide a full audit trail of usage; i.e. who did what and when. This audit/logging facility must also integrate to other GPAA Event Management solutions.*

## 2.3 Reserved rights

During the Term of the contract, the GPAA reserves the right to:

- 2.3.1 Request ad hoc services;
- 2.3.2 Require that the pricing of any new requirements be aligned with the pricing applicable to existing Case Management Solution where such services are similar to those already provided.

## 2.4

# 3 BIDDING QUALIFICATION AND SUBCONTRACTING

## 3.1 Regulatory framework

- 3.1.1 The GPAA has a detailed evaluation methodology premised on Treasury Regulation 16A3 of the Public Finance Management Act 1 of 1999, which prescribes that the GPAA's process be:
  - 3.1.1.1 *Economical, efficient, fair, equitable, transparent, competitive and cost effective;*
  - 3.1.1.2 *Consistent with the Preferential Procurement Policy Framework Act 5 of 2000; and*
  - 3.1.1.3 *Consistent with the Broad-Based Black Economic Empowerment Act 53 of 2003.*
- 3.1.2 In furtherance of this evaluation methodology, the following bidding qualifications set out further in this section will apply.

## 3.2 Bidding qualifications

- 3.2.1 Prospective Bidders who cannot, or do not, satisfy all of the conditions contained in paragraphs The GPAA is only interested in organisations that take accountability for service delivery. To avoid issues encountered where a single entity cannot provide the warranties of performance required or be held accountable for performance, the GPAA will not consider Proposals submitted by a consortium or a special purpose vehicle constituted for the purpose of responding to this RFP. The Bidder must be fully tax compliant and must submit an original Tax Clearance Certificate, valid on the Closing Date, as part of its Proposal. The Bidder's attention is further drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term. Failure to do so will be a material breach of the Agreement. should not submit a Proposal. If a Bidder is found not to meet any one of the requirements listed in paragraphs The GPAA is only interested in organisations that take accountability for service delivery. To avoid issues encountered where a single entity cannot provide the warranties of performance required or be held accountable for performance, the GPAA will not consider Proposals submitted by a consortium or a special purpose vehicle constituted for the purpose of responding to this RFP. The Bidder must be fully tax compliant and must submit an original Tax Clearance Certificate, valid on the Closing Date, as part of its Proposal. The Bidder's attention is further drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term. Failure to do so will be a material breach of the Agreement. then that Bidder's Proposal will be rejected without any further consideration at the GPAA's sole discretion.
- 3.2.2 The GPAA is only interested in organisations that take accountability for service delivery. To avoid issues encountered where a single entity cannot provide the warranties of performance required or be held accountable for performance, the GPAA will not consider Proposals submitted by a consortium or a special purpose vehicle constituted for the purpose of responding to this RFP.
- 3.2.3 The Bidder must not subcontract Services to a value in excess of 25% (forty-nine percent) of the revenue projected to be earned by the Bidder from the GPAA as a result of an award of this RFP to the Bidder.

- 3.2.4 A Bidder must be a South African entity (Company, Closed Corporation, Sole Proprietor or individual).
- 3.2.5 The Bidder must be fully tax compliant and must submit an original Tax Clearance Certificate, valid on the Closing Date, as part of its Proposal. The Bidder's attention is further drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term. Failure to do so will be a material breach of the Agreement.

### 3.3 Bidder disqualification

- 3.3.1 Subject to sub-paragraph The GPAA in its sole discretion will be entitled (but not obliged) to exempt, in writing, a Bidder from disqualification in terms of sub-paragraph Has in the past engaged in any matter referred to in sub-paragraphs Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this RFP; to Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or foregoing. foregoing. A Bidder that stands to be disqualified in terms of sub-paragraph Has in the past engaged in any matter referred to in sub-paragraphs Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this RFP; to Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or foregoing. foregoing may, prior to submitting a Proposal, approach the GPAA in writing for an exemption as foresaid, in which event: below, the GPAA will disqualify any Bidder who either itself or any of whose members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least 15% (fifteen percent) of the interests in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or senior management, whether in respect of the GPAA or any other government organ or entity (and whether of the Republic of South Africa or otherwise) ("Government Entity"):

- 3.3.1.1 *Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this RFP;*
- 3.3.1.2 *Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;*
- 3.3.1.3 *Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the GPAA's officers, directors, employees, advisors or other representatives;*
- 3.3.1.4 *Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;*
- 3.3.1.5 *Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;*
- 3.3.1.6 *Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or*

3.3.1.7 *Has in the past engaged in any matter referred to in sub-paragraphs Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this RFP; to Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or foregoing.*

3.3.2 The GPAA in its sole discretion will be entitled (but not obliged) to exempt, in writing, a Bidder from disqualification in terms of sub-paragraph Has in the past engaged in any matter referred to in sub-paragraphs Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this RFP; to Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or foregoing. foregoing. A Bidder that stands to be disqualified in terms of sub-paragraph Has in the past engaged in any matter referred to in sub-paragraphs Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this RFP; to Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or foregoing. foregoing may, prior to submitting a Proposal, approach the GPAA in writing for an exemption as foresaid, in which event:

3.3.2.1 *The Bidder is required to provide the GPAA with full information to enable the GPAA to consider such an application for exemption;*

3.3.2.2 *The GPAA will not be obliged to consider any such application or to grant any exemption, such consideration or granting of exemption being solely within the GPAA's discretion.*

3.3.2.3 *By submitting a Proposal the Bidder represents to the GPAA that it does not stand to be disqualified in terms of paragraph Has in the past engaged in any matter referred to in sub-paragraphs Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this RFP; to Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or foregoing. foregoing, unless it has otherwise applied for exemption or been exempted in terms of paragraph The GPAA in its sole discretion will be entitled (but not obliged) to exempt, in writing, a Bidder from disqualification in terms of sub-paragraph Has in the past engaged in any matter referred to in sub-paragraphs Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this RFP; to Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or foregoing. foregoing. A Bidder that stands to be disqualified in terms of sub-paragraph Has in the past engaged in any matter referred to in sub-paragraphs Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this RFP; to Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or foregoing. foregoing may, prior to submitting a Proposal, approach the GPAA in writing for an exemption as foresaid, in which event: foregoing.*

3.3.2.4 *The GPAA will reject a Bidder's Proposal without any further consideration where that Bidder makes culpable misrepresentation in its Proposal to the GPAA or at any stage during this RFP process.*

3.3.3 The GPAA may disqualify a Bidder:

3.3.3.1 *Whose Proposal contains a negligent misrepresentation which is materially incorrect or misleading;*

3.3.3.2 *In respect of whom any of the members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least 15% (fifteen percent) of the interests in the Bidder other than through shares listed on a recognised stock exchange), directors or senior management are not in full compliance with all applicable laws relating to taxation in South Africa, in which regard the GPAA further reserves the right to require the Bidder to submit a valid tax clearance certificate in respect of any one or more such persons;*

3.3.3.3 *Whom the GPAA considers to be directly or indirectly owned, controlled or managed by persons who are not acceptable to the GPAA from an ethical, business or governance perspective;*

3.3.3.4 *Who fails to attend the compulsory Briefing Session or fails to sign the attendance register as set out in paragraph Compulsory briefing and related matters ;*

- 3.3.3.5 *Who had access to any of the GPAA's proprietary information or any other matter that may have unfairly placed that Bidder in a preferential position in relation to any of the other Bidders;*
- 3.3.3.6 *Who materially fails to comply with any conditions or requirements of this RFP;*
- 3.3.3.7 *Who, in the GPAA's opinion, has either materially failed to comply with any of the conditions of any existing or past agreement between such a Bidder and the GPAA or who has performed unsatisfactorily under any such agreement; or*
- 3.3.3.8 *Who fails to respond as required to written notices given by the GPAA in connection with its Proposal under this RFP.*

### **3.4 Subcontracting**

#### 3.4.1 Definition of subcontractor

A service provider of a comprehensive solution to a portion of the scope of this RFP which the Bidder has engaged to enable it to propose a complete solution to the GPAA is regarded as a subcontractor.

#### 3.4.2 Retained accountability

Although the GPAA permits and encourages Bidders to subcontract areas of scope, the successful Prime Bidder will at all times be solely and entirely accountable to the GPAA for the performance of the contractual obligations. The Bidder's attention is drawn to the provision of the National Treasury Regulations set out in paragraph Error! Reference source not found..

### 3.4.3 B-BBEE Profile:

3.4.3.1 *The GPAA is especially interested in encouraging the use of SMME sub-contractors with a verifiable B-BBEE profile meeting the requirements set out below. A valid current report (the full report must be submitted) and B-BBEE certificate issued by an approved verification agency verifying the subcontractor's B-BBEE status level, based on the Generic Scorecard (balanced B-BBEE scorecard included in Code 000 Statement 000 - Codes of Good Practice on Black Economic Empowerment) must be included in the Proposal. The report and certificate must have been issued by an agency which is either accredited by the South African National Accreditation System or which is a full member of the Association of B-BBEE Verification Agencies. The full report must be submitted and the certificate must at the least reflect the overall B-BBEE status of the sub-contractor and the scoring of the subcontractor on each of the elements of the Generic Scorecard. However subcontractors with a turnover of less than R5 million (Exempt Micro Enterprises, or EMEs) may submit a letter from a chartered accountant or auditor confirming the company's annual turnover and percentage of black ownership.*

3.4.3.2 *The Bidder should note that the evaluation of the B-BBEE criterion accounts for the sub-contractor's B-BBEE ratings in proportion to their anticipated revenue and hence additional points may be earned for the engagement of such Small, Micro and Medium Enterprise (SMME) sub-contractors.*

3.4.4 **Sub-contractor participation:** SMME sub-contractors wishing to participate in the RFP should engage with suitably qualified Prime Bidders to participate in the submission of a Proposal. Such SMME sub-contractors are not restricted by the GPAA to only doing so with a single Prime Bidder.

3.4.5 **Sub-contractor details required:** Where a Bidder proposes to contract with a sub-contractor in order to provide the Services, the Bidder must, in its Proposal, in respect of each proposed sub-contractor:

3.4.5.1 *Identify the sub-contractor in full;*

3.4.5.2 *Provide full details of the functions which the sub-contractor will fulfil. Provide the total contract value which will be sub-contracted to the sub-contractor and the anticipated overall percentage which the sub-contractor will receive of the benefits which arise for the Bidder under its anticipated contract with the GPAA. The proportion of the budget allocated to subcontractors should not exceed 25% of the total budgetary value of the contract;*

3.4.5.3 *The GPAA reserves the right to refuse the Bidder the right to appoint any sub-contractor in respect of whom the Bidder has not fully complied with in terms of the provisions of paragraph **Sub-contractor details required** and paragraph 4.3; and*

3.4.5.4 *The GPAA may disqualify a Bidder's Proposal for a Case Management Solution in which the Bidder proposes to appoint a sub-contractor and for which the provisions of paragraph 4.3. have not been complied with.*

## 4 BIDDING PROCESS

- 4.1.1 This section details the instructions to Bidders on the process to be followed in preparing a Proposal in response to RFP 19/2014, from the collection of the RFP Document Pack to Proposal submission. These instructions must be followed in detail to enable the information contained in the Bidder's Proposal to be read, understood and evaluated in a common and consistent layout. Should a Proposal be received that is not in the correct format, the GPAA reserves the right to reject the entire Proposal or portions of the Proposal, depending on the extent of the deviation from the format described in this document. Information that has not been requested should not be submitted in the Bidder's Proposal.

## **4.2 Compulsory briefing and related matters**

- 4.2.1 A compulsory Briefing Session will be held on the date specified in paragraph 1.4 and at a time and venue to be published in certain daily and weekly newspaper publications inviting Proposals for this RFP.
- 4.2.2 The purpose of the compulsory Briefing Session will be to provide prospective Bidders with an overview of the RFP in terms of the GPAA's intentions and expectations of the Proposals. It will also give Bidders opportunity to raise questions for clarity about any matter relating to the RFP. Such questions will be dealt with as specified in the paragraph below.
- 4.2.3 This compulsory Briefing Session is compulsory for any prospective Bidder. It is therefore the responsibility of Bidders to ensure that their representative(s) at the compulsory Briefing Session signs the attendance register in the Bidder's name. The GPAA will rely on information in the attendance register to confirm the Bidder's attendance.
- 4.2.4 Each prospective Bidder may send up to 3 (three) representatives to the compulsory Briefing Session. The Bidder must also submit a GPAA Confidentiality and Secrecy Undertaking, completed and signed by each representative of the Bidder attending the compulsory Briefing Session. The completed and signed Briefing Session registration form and the GPAA Confidentiality and Secrecy Undertaking for each attendee must be submitted before admission will be granted to the prospective attendees of the compulsory Briefing Session.

## **4.3 Question and answer process**

- 4.3.1 Between the dates given in Table 1, Item 4, the GPAA will receive questions sent by Bidders by email to the address RFP19-2013@gpaa.gov.za. The GPAA will respond to these questions and those submitted in writing at the Briefing Session, provided that the GPAA will not be obliged to respond to a question should it choose not to do so. Where The GPAA responds to a question, it will do so by email to all registered Bidder email addresses and will include a copy of the question and the corresponding response. The identity of a Bidder who has directed a question to the GPAA will not be disclosed by the GPAA in such responses. Bidders are encouraged to send an e-mail to the address stated should they not receive any e-mail within a week from the Briefing Session to enable the GPAA to confirm their e-mail addresses or status.
- 4.3.2 The Bidder's representatives at the compulsory Briefing Session will be afforded the opportunity to submit questions, in writing, to the GPAA during the compulsory Briefing Session. Subject to the same conditions set out in Between the dates given in Table 1, Item 4, the GPAA will receive questions sent by Bidders by email to the address RFP19-2013@gpaa.gov.za. The GPAA will respond to these questions and those submitted in writing at the Briefing Session, provided that the GPAA will not be obliged to respond to a question should it choose not to do so. Where The GPAA responds to a question, it will do so by email to all registered Bidder email addresses and will include a copy of the question and the corresponding response. The identity of a Bidder who has directed a question to the GPAA will not be disclosed by the GPAA in such responses., the GPAA may respond during the compulsory Briefing Session and will endeavour to respond by e-mail to all such questions to all registered Bidders after the compulsory Briefing Session. The e-mail response will be take precedence over the verbal response during the briefing in case of conflict.

## **4.4 Contents and format of the Proposal**

- 4.4.1 Components of a complete proposal



4.4.1.1 *The table below gives an outline of the components of a complete proposal. The completeness of the proposal will form the basis for compliance evaluation.*

4.4.1.2 *Bidders are strongly advised to ensure that they submit a complete proposal. Omission of any of the documents specified in the table from the proposal will render the proposal incomplete, thus constituting non-compliance and will result in the bidder being eliminated from the evaluation.*

<b>Components of a Complete Proposal</b>	
<b>No.</b>	<b>File divider / directory name and content required</b>
1	Covering letter: <ul style="list-style-type: none"> <li>• Covering letter from the Bidder confirming the submission of the Proposal</li> <li>• No template is provided – this is free format and <b>must</b> be submitted on the Bidder’s letterhead.</li> <li>• PDF format in electronic copy.</li> </ul>
2	Board resolution: <ul style="list-style-type: none"> <li>• Board resolution authorising the Bidder’s signatory.</li> <li>• PDF format in electronic copy</li> </ul>
3	SBDs: <ul style="list-style-type: none"> <li>• Completed Standard Bidding Documents.                             <ul style="list-style-type: none"> <li>○ Invitation to Bid (SBD1)</li> <li>○ Tax Clearance (SBD 2)</li> <li>○ Pricing schedule (SBD 3)</li> <li>○ Declaration of Interest (SBD 4)</li> <li>○ National Industrial Participation Program (SBD 5)</li> <li>○ Preferential Points Claim Form (SBD 6.1)</li> <li>○ Declaration of Past SCM Practices (SBD 8)</li> <li>○ Certificate of Independent Bid Determination (SBD 9)</li> </ul> </li> <li>• In the hardcopy file, the original signed documents must be included.</li> <li>• The original signed copy must be scanned and submitted electronically in PDF format.</li> </ul>
4	Tax Clearance Certificate (TCC): <ul style="list-style-type: none"> <li>• Tax Clearance Certificate valid at the Closing Date.</li> <li>• In the hardcopy file the <u>original document</u> must be included.</li> <li>• The original must be scanned and submitted electronically in PDF format.</li> </ul>
5.	Technical proposal
6.	Pricing proposal

7.	<p>Subcontractor Tax Clearance Certificates (Applicable only to service providers intending to use subcontracting arrangements):</p> <ul style="list-style-type: none"> <li>• Bidder must attach a current, original tax clearance certificate for every subcontractor named by the Bidder in the template in item No. 1 above.</li> <li>• The Tax Clearance certificates must be scanned and submitted as PDF documents on the CD.</li> <li>• SBD4, 8 and 9</li> </ul>
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4.4.2 Technical Proposal

4.4.2.1 *The table below gives an outline of the contents of the Technical Proposal.*

4.4.2.2 *Bidders are strongly advised to ensure that their technical proposals are organized to conform to this format. Ensuring that this is the case will be part of the compliance evaluation, and non-compliance will result in the bidder being eliminated from the evaluation process.*

<b>Indicators</b>
<p><b>Introduction and overview :</b></p> <ul style="list-style-type: none"> <li>• An overview of the requirements of the Functionality in terms of goals, objectives, scope and key deliverables.</li> <li>• An overview of the proposed engagement model.</li> <li>• An overview of Bidder’s capacity to successfully undertake the assignment.</li> </ul>
<p><b>Proposed solution</b></p> <ul style="list-style-type: none"> <li>• A detailed discussion of how and the extent to which the proposed solution meetings the requirements of the RFP as outlined in Section Requirements of the RFP of this document.</li> <li>• Proposed approach/methodology to be employed in the implementation and maintenance and support with suitable justification of the choice of such approaches and methodologies</li> <li>• Project plan outlining the task and activities to be undertaken and the timelines for the installation, commissioning and ongoing maintenance and support</li> </ul>
<p><b>Proposed engagement model:</b></p> <ul style="list-style-type: none"> <li>• Project staffing arrangements model providing information on position and specific outcomes of the project for which they are responsible.</li> <li>• Maintaining standards and quality assurance in terms of meeting established and agreed upon service level targets.</li> <li>• A discussion of the risks to which the implementation of a Case Management Solution is likely to expose GPAA to together with proposed suitable mitigation strategies to be employed.</li> <li>• Project governance model to ensure effective coordination, decision making and alignment with other related undertakings in GPAA's ICT place and business environment.</li> </ul>
<p><b>Bidder’s relevant business capabilities and experience</b></p> <ul style="list-style-type: none"> <li>• The Bidder's core business and the extent to which it is relevant to the requirements of this</li> </ul>

- solution.
- The extent and scope of the Bidder's experience in its core business in terms of years and national, regional and global presence.
  - The Bidder's current and planned service offerings relevant to this Solution.
  - Relevant technical, professional and management personnel at the disposal of the Bidder.
  - The Bidder's clientéle in related projects, including the number of projects, and geographical spread and the number of different categories of specialized personnel deployed.
  - The Bidder's portfolio of subcontracts and subcontracting arrangements.

4.4.3 Pricing Proposal

The pricing proposal, submitted in a separate and sealed envelope should include all associated costs, which included but are not limited to the following:

- 4.4.3.1 *Software or application license fees for three years*
- 4.4.3.2 *Installation and commissioning charges based on project plans*
- 4.4.3.3 *Post-implementation maintenance and support for three years*
- 4.4.3.4 *All costs are to be inclusive of VAT and any other applicable rates..*

**4.5 Bid packaging**

4.5.1 Each of the component documents making up the Proposal should be packaged into a file or bound document (for hardcopies) and folders for electronic copies.

4.5.2 The hardcopy files and electronic copy folders should be named as given in the table below.

Document	Hardcopy	Electronic copy
Compliance	GPAA RFP 19/2014 <Bidder Name> File-CC Common Component	RFP 19-2014 <Bidder Name> -CD-CC
Technical Proposal	GPAA RFP 19/2014 <Bidder Name> File-TP-x	RFP 19-2014 <Bidder Name> -CD-TP-x
Pricing Proposal	GPAA RFP 19/2014 <Bidder Name> File-PP-x	RFP 19-2014 <Bidder Name> -CD-PP-x

- 4.5.3 The hardcopy documents comprising a complete proposal should then be arranged in a single bundle for each component. The name of the bundle should be printed on the box containing the bundle.
- 4.5.4 Similarly, electronic copies of the documents comprising a complete proposal should be burnt onto a CD/DVD as folders. The name of the bundle should be printed on the CD.
- 4.5.5 In either case, the bundle should then be named as given in the table below, with hardcopy and electronic copies bearing the same name.

## **5 BID EVALUATION**

### **5.1 Process after Closing Date**

After the Closing Date:

- 5.1.1 The GPAA's Internal Audit function will verify that Proposals were submitted in sealed envelopes/boxes as stated in the acceptance forms that were signed by the Bidder's delivery persons and the GPAA's SCM official that received the Proposals.
- 5.1.2 The GPAA may request additional information, clarification or verification in respect of any information contained in or omitted from a Bidder's Proposal, which the GPAA may do either in writing or at a meeting convened with the Bidder for that purpose;
- 5.1.3 The GPAA may conduct a due diligence on any Bidder or its subcontractor, which may include interviewing customer references or other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's various premises and/or production sites to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to provide the GPAA with all such access, assistance and/or information as the GPAA may reasonably request and to respond within the timeframes set by the GPAA;
- 5.1.4 No amendment may be made to a Proposal, unless specifically permitted or requested by the GPAA;
- 5.1.5 The GPAA may shortlist Bidders and may request presentations from short-listed Bidders;
- 5.1.6 The GPAA may enforce whatever measures it considers necessary in order to ensure the confidentiality and integrity of the contents of the Proposals;
- 5.1.7 The GPAA will evaluate the Proposals with reference to the GPAA's Evaluation Criteria detailed in paragraph Score distribution. The GPAA reserves the right to utilise subject matter experts to assist in performing such evaluations.

## 5.2 Compliance evaluation

- 5.2.1 The compliance evaluation will examine the extent to which Bidders have complied with the requirements of the RFP in their submissions.
- 5.2.2 Paragraphs Bidding and 4.3 have also addressed compliance in terms of bidding qualifications and proposal compliance and their implications to the evaluation of the proposals.
- 5.2.3 Bidders meeting all compliance requirements will move to the functionality evaluation phase of the evaluation process.
- 5.2.4 Failure to comply in terms of these paragraphs will leads to the exclusion of a Proposal from further consideration in the evaluation process.
- 5.2.5 Where there is a failure to comply fully with any of the pre-qualification criteria or where the GPAA is, for any reason, unable to verify whether the pre-qualification criteria are fully complied with, the GPAA will have the right to either:
  - 5.2.5.1 *Entirely reject the Proposal in question and not to evaluate it at all;*
  - 5.2.5.2 *Give the Bidder the opportunity to supplement the information provided by it under its Proposal so as to achieve full compliance with the pre-qualification criteria within a period prescribed by the GPAA;*
  - 5.2.5.3 *Require the Bidder to provide the GPAA with such information as the GPAA may request within a period prescribed by the GPAA in order to enable the GPAA to properly verify whether there is full compliance; or*
  - 5.2.5.4 *In any event permit the Proposal to be evaluated.*

## 5.3 Functionality evaluation

- 5.3.1 Functionality evaluation seeks to establish the extent to which the Bidder is able to render services in terms of this RFP. It thus focuses on three critical dimensions of functionality, namely the capability of the Bidder, the financial risk profile of the Bidder, and the legal risk profile of the Bidder's Proposal.

- 5.3.2 The capability dimension of the functionality evaluation is demonstrated by the soundness of the technical proposals submitted in respect of each of the Functionalities. Evidence of this demonstration will be found in the manner in which a Bidder has responded to these requirements in the Technical Response Template for the respective Functionalities for which the proposal is submitted.
- 5.3.3 Responses to these requirements are captured in terms of the Technical Response Templates for each functionality given in Paragraph 4.3.
- 5.3.4 A uniform framework has been adopted to guide the evaluation of the capability component of Bidders' response to each of the Functionality. The table below depicts the key dimensions of the framework.

<p><b>Introduction and overview :</b></p> <ul style="list-style-type: none"> <li>• An overview of the requirements of the Functionality in terms of goals, objectives, scope and key deliverables.</li> <li>• An overview of the proposed engagement model.</li> <li>• An overview of Bidder's capacity to successfully undertake the assignment.</li> </ul>
<p><b>Proposed solution</b></p> <ul style="list-style-type: none"> <li>• A detailed discussion of how and the extent to which the proposed solution meetings the requirements of the RFP as outlined in Section Requirements of the RFP of this document.</li> <li>• Proposed approach/methodology to be employed in the implementation and maintenance and support with suitable justification of the choice of such approaches and methodologies</li> <li>• Project plan outlining the task and activities to be undertaken and the timelines for the installation, commissioning and ongoing maintenance and support</li> </ul>
<p><b>Proposed engagement model:</b></p> <ul style="list-style-type: none"> <li>• Project staffing arrangements model providing information on position and specific outcomes of the project for which they are responsible.</li> <li>• Maintaining standards and quality assurance in terms of meeting established and agreed upon service level targets.</li> <li>• A discussion of the risks to which the implementation of a Case Management Solution is likely to expose GPAA to together with proposed suitable mitigation strategies to be employed.</li> <li>• Project governance model to ensure effective coordination, decision making and alignment with other related undertakings in GPAA's ICT place and business environment.</li> </ul>
<p><b>Bidder's relevant business capabilities and experience</b></p> <ul style="list-style-type: none"> <li>• The Bidder's core business and the extent to which it is relevant to the requirements of this solution.</li> <li>• The extent and scope of the Bidder's experience in its core business in terms of years and national, regional and global presence.</li> <li>• The Bidder's current and planned service offerings relevant to this Solution.</li> </ul>

- Relevant technical, professional and management personnel at the disposal of the Bidder.
- The Bidder's clientéle in related projects, including the number of projects, and geographical spread and the number of different categories of specialized personnel deployed.
- The Bidder's portfolio of subcontracts and subcontracting arrangements.

## 5.4 Score distribution

5.4.1 Each component of the functionality evaluation will be based on a maximum score of 100.

5.4.2 The distribution of scores for the Case Management Solution will be as given in the table below. A Bidder must obtain a score of 60% and above in order to qualify for participation in the next stage of the evaluation process.

Indicators	Score
<p><b>Introduction and overview :</b></p> <ul style="list-style-type: none"> <li>• An overview of the requirements of the Functionality in terms of goals, objectives, scope and key deliverables.</li> <li>• An overview of the proposed engagement model.</li> <li>• An overview of Bidder's capacity to successfully undertake the assignment.</li> </ul>	<b>15</b>
<p><b>Proposed solution</b></p> <ul style="list-style-type: none"> <li>• A detailed discussion of how and the extent to which the proposed solution meetings the requirements of the RFP as outlined in Section Requirements of the RFP of this document.</li> <li>• Proposed approach/methodology to be employed in the implementation and maintenance and support with suitable justification of the choice of such approaches and methodologies</li> <li>• Project plan outlining the task and activities to be undertaken and the timelines for the installation, commissioning and ongoing maintenance and support</li> </ul>	<b>42</b>
<p><b>Proposed engagement model:</b></p> <ul style="list-style-type: none"> <li>• Project staffing arrangements model providing information on position and specific outcomes of the project for which they are responsible.</li> <li>• Maintaining standards and quality assurance in terms of meeting established and agreed upon service level targets.</li> <li>• A discussion of the risks to which the implementation of a Case Management Solution is likely to expose GPAA to together with proposed suitable mitigation strategies to be employed.</li> <li>• Project governance model to ensure effective coordination, decision making and alignment with other related undertakings in GPAA's ICT place and business environment.</li> </ul>	<b>28</b>
<p><b>Bidder's relevant business capabilities and experience</b></p> <ul style="list-style-type: none"> <li>• The Bidder's core business and the extent to which it is relevant to the requirements of this solution.</li> <li>• The extent and scope of the Bidder's experience in its core business in terms of years and national, regional and global presence.</li> </ul>	<b>15</b>

<ul style="list-style-type: none"> <li>• The Bidder's current and planned service offerings relevant to this Solution.</li> <li>• Relevant technical, professional and management personnel at the disposal of the Bidder.</li> <li>• The Bidder's clientéle in related projects, including the number of projects, and geographical spread and the number of different categories of specialized personnel deployed.</li> <li>• The Bidder's portfolio of subcontracts and subcontracting arrangements.</li> </ul>	
<p><b>Total</b></p>	<p><b>100</b></p>

**5.5**

**5.6 Contract negotiation and due diligence**

- 5.6.1 The GPAA may conduct due diligence on Bidders with the best scores on the pricing / BBEE Evaluation.
- 5.6.2 The due diligence may include interviewing customer references or other activities to verify a Bidder's submission or other information and capabilities (including visiting the Bidder's various premises and production sites to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to provide the GPAA with all such access, assistance and/or information as the GPAA may reasonably request.
- 5.6.3 The GPAA reserves the right to revise the points accorded to a Bidder in respect of all or any of the criteria at any time in the event of further information being obtained by the GPAA, which in the GPAA's opinion justifies such revision.
- 5.6.4 The GPAA will be under no obligation to select the Bidder with the highest number of points.

**5.7 Award**

- 5.7.1 Upon an award, the successful Bidder will be required to enter into a Case Management Solution Agreement with the GPAA.
- 5.7.2 In this regard, the GPAA will enter into negotiations with the Bidder with a view to concluding a Case Management Solution Service Agreement.
- 5.7.3 The GPAA will be entitled to cease negotiating with a Bidder and negotiate with another Bidder if the GPAA, in its sole discretion, is of the opinion that: the Bidder has made misrepresentations in its Proposal; the Bidder is attempting to withdraw from positions or commitments made in its Proposal; the Bidder is not negotiating in good faith or that an agreement may not be expeditiously concluded with the Bidder.

**6 GENERAL/SPECIAL CONDITIONS OF TENDER**

**6.1 Acceptance of RFP conditions**

The Bidder's participation in the RFP process (including but not limited to attendance at the compulsory Briefing Session or information sessions; directing questions to the GPAA as referred to in paragraph Question and answer process; or submitting a Proposal) is deemed



to constitute acknowledgement and acceptance by the Bidder of the terms and conditions contained in this RFP.

## **6.2 Reservation of rights**

- 6.2.1 The GPAA reserves the right in its discretion to:
- 6.2.2 Withdraw, suspend or cancel this RFP or the RFP process at any time and without providing reasons;
- 6.2.3 Not provide reasons for its rejection or the failure of any Bidder or Proposal;
- 6.2.4 Change any of its requirements as set out in this RFP;
- 6.2.5 Change any condition, procedure or rule of the RFP;
- 6.2.6 Amend, vary or supplement any of the information, terms or requirements contained in this RFP, any information or requirements delivered pursuant to this RFP, or the structure of the RFP process;
- 6.2.7 Re-advertise for Proposals; and
- 6.2.8 Provide further information in respect of, and modify the provisions of, this RFP at any time prior to the Closing Date by notice to all prospective Bidders.

## **6.3 Validity of information**

- 6.3.1 The GPAA has made all reasonable efforts to ensure accuracy in compiling this RFP. However, neither the GPAA, nor its employees, officers, advisers or agents will be liable to the Bidder or any third party for any inaccuracy or omission in the RFP or in respect of any additional information the GPAA may provide to the Bidder as part of the RFP process.
- 6.3.2 The Bidder is deemed to have examined this RFP and any other information supplied by the GPAA to the Bidder and to have satisfied itself of the correctness and sufficiency of such before submitting its Proposal.

## **6.4 RFP not an offer**

- 6.4.1 This RFP does not constitute an offer to do business with the GPAA, but merely serves to facilitate a requirements-based decision process.
- 6.4.2 Nothing in this RFP or any other communication made between the GPAA (including its officers, directors, employees, advisers and representatives) is a representation that the GPAA will offer, award or enter into a contract.

## **6.5 Preparation costs**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Proposal to this RFP and all other costs incurred by it throughout the RFP process. Furthermore, no statement in this RFP will be construed as placing the GPAA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidders in the preparation of their Proposal to this RFP.

## **6.6 Precedence**

The terms and conditions of this RFP Document will prevail over any information provided during any Briefing Session whether oral or written, unless such information is provided by the duly authorised GPAA representative as set out in paragraph Contact Person in writing and that such information expressly states that it amends this main document.

## **6.7 Responsibility for sub-contractors and Bidder's personnel**

A Bidder is responsible for ensuring that its sub-contractors, personnel (including officers, directors, employees, advisors and other representatives of a Bidder) and personnel of its sub-contractors comply with all terms and conditions of this RFP and in particular the provisions of paragraph Confidentiality below.

## **6.8 Confidentiality**

- 6.8.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this RFP or a Bidder's Proposal(s) will be disclosed by any Bidder or other person not officially involved with the GPAA's examination and evaluation of a Proposal.
- 6.8.2 No part of the RFP may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Proposal. This RFP and any other documents supplied by the GPAA remain proprietary to the GPAA and must be promptly returned to the GPAA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.
- 6.8.3 Throughout this RFP process and thereafter, Bidders must secure the GPAA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this RFP relates; or (ii) the process which follows this RFP. Failure to adhere to this requirement may result in disqualification from the RFP process and civil action.
- 6.8.4 After the Closing Date, no confidential information relating to the process of evaluating or adjudicating Proposals or appointing a Bidder will be disclosed to a Bidder or any other person not officially involved with such process.

## **6.9 Communication with the GPAA**

The Bidder may not make any communication to the GPAA regarding this RFP other than through the official contact(s) provided in paragraph Contact Person. The GPAA may, at its sole discretion, disqualify the Bidder if communications regarding this RFP are attempted or made to any GPAA employee, official or any third parties involved in the preparation, evaluation or award of the RFP.

## **6.10 Governing Law**

South African law governs this RFP and the RFP response process. The Bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this RFP, the RFP itself and all processes associated with the RFP.

**<END OF DOCUMENT>**