



TENDER NO. : **IRBA017/2017**
CLOSING DATE : **25 MAY 2017 AT 12H00**
VALIDITY PERIOD : **90 DAYS (CALCULATED FROM CLOSING DATE)**

BID DESCRIPTION : **APPOINTMENT OF A SERVICE PROVIDER TO MANAGE THE IRBA'S IT FUNCTION, INCLUDING RENDERING IT DESKTOP SUPPORT AND SERVER MAINTENANCE SERVICES FOR A PERIOD OF FIVE (5) YEARS**

Bidders are invited to submit their proposals for the supply of the abovementioned services, as per the attached Terms of Reference and conditions, as outlined in the tender documentation and annexures.

1. This bid is subject to the General Conditions of Contract (GCC) and, where applicable, any other special conditions of contract.
2. Kindly note that the proposals should be submitted as follows:
 - **Via hand delivery** by depositing them in the IRBA tender box on the Ground Floor of Building 2, Greenstone Hill Office Park, Emerald Boulevard, Modderfontein, 1609.
 - The IRBA requires four (4) printed copies – one (1) original and three (3) hard copies of the complete bid documentation.
3. No late proposals will be accepted.
4. Bidders must not have any links to an audit firm (or network firm) nor an individual registered with the IRBA.

DIRECTOR: OPERATIONS

DATE:

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO MANAGE THE IT FUNCTION OF THE IRBA, INCLUDING RENDERING IT DESKTOP SUPPORT AND SERVER MAINTENANCE SERVICES FOR A PERIOD OF FIVE (5) YEARS

The Independent Regulatory Board for Auditors (IRBA) invites proposals for the provision of the abovementioned services from suitably qualified and experienced service providers for a period of five years.

The IRBA IT strategy, as approved by the Board, necessitates the appointment of an IT service provider to manage and administer the organisation's IT requirements.

The IT management requirements must include, but are not limited to, the following services:

- Connectivity.
- Core IT services.
- A full-time onsite resource for desktop support and maintenance.
- Server maintenance and configuration.
- Software management and licencing.
- Printing services.
- Voice and video conferencing.
- Management of other IT service providers.
- Provide support to the website hosting service provider.
- Provision of solutions to business problems.
- Business continuity and disaster recovery.
- Advice regarding latest IT technologies and trends.

The current IT infrastructure supports about 90 staff members.

1. BACKGROUND OF THE IRBA

The IRBA was established in terms of Section 3 of the Auditing Profession Act, 2005 (Act No. 26 of 2005) (APA).

The objects of the Act, as set out in Section 2, are as follows:

- To provide for the establishment of an Independent Regulatory Board for Auditors.
- Developing and maintaining auditing and ethics standards that are internationally comparable.
- Providing an appropriate framework for the education and training of properly qualified auditors and their ongoing competence.
- Registration of auditors who meet the registration requirements.
- Monitoring registered auditors' compliance with professional standards.
- Investigating and taking appropriate action against registered auditors in respect of improper

conduct.

- Developing and maintaining stakeholder relationships to enhance performance, accountability and public confidence.

2. OVERVIEW

The IRBA functions in terms of the Auditing Profession Act, 2005 (Act 26 of 2005). The members of the Board are appointed by the Minister of Finance, who must appoint competent persons, including registered auditors (RAs), to effectively manage and guide the activities of the Regulatory Board, based on their knowledge and experience.

The IRBA is funded through:

- The collection of prescribed fees and levies from RAs and firms.
- All other monies that may accrue to the Regulatory Board from any other legal source, including sanctions imposed by the Regulatory Board.
- Monies appropriated for that purpose by Parliament.

The IRBA reports annually to the Minister of Finance, who then tables that report in Parliament.

3. THE IRBA'S MAIN GOAL

The main goal of the IRBA is to help create an ethical, value-driven financial sector that encourages investment, creates confidence in the financial markets and promotes sound practices.

This is done by:

- Developing and maintaining auditing and ethical standards which are internationally comparable (Standards Department).
- Providing an appropriate framework for the education and training of properly qualified auditors as well as their ongoing competence, and promoting transformation in the auditing profession (Education and Transformation (ET) Department).
- Registering auditors who meet the registration requirements; monitoring compliance with reportable irregularities and anti-money laundering; and instituting disciplinary action against registered auditors when appropriate (Legal Department).
- Monitoring registered auditors' compliance with professional standards (Inspections Department).
- Investigating and taking appropriate action against registered auditors in respect of improper conduct (Investigations Department).
- Developing and maintaining stakeholder relationships to enhance performance, accountability and public confidence (Executive Department).
- Strengthening the IRBA's organisational capability, capacity and performance to deliver on its mandate in an economically efficient and effective manner, in accordance with the relevant regulatory frameworks (Operations Department).

In doing so, we support and protect registered auditors who carry out their duties competently, fearlessly and in good faith.

4. OBJECTIVES OF THE IT MANAGEMENT FUNCTION

The key objectives for the management of the IRBA's IT services are as follows:

Strategic IT objectives

- Define and align an IT strategy aligned to the IRBA's objectives.
- Continually improve the quality, processes and maturity of IT service delivery.
- Reduce costs associated with the delivery of IT services.
- Identify, mitigate and manage risks that can impact the delivery of IT services.
- Identify resources and competencies required within the IT management function.
- Define and review IT standards, policies and controls.
- The IT services must be provided and managed in accordance with the requirements of the King III and/or IV corporate governance framework.

IT service design objectives

- Catalogue all IT services.
- Ensure the appropriate availability of each IT service.
- Plan and manage the capacity of each IT service.
- Ensure the appropriate continuity of each IT service.
- Define the service levels for each IT service.
- Define the delivery model, including resources and suppliers for each IT service.

IT service deployment objectives

- Ensure that all changes to the designed IT service operation are appropriately controlled and managed through a change management process.
- Identify, track and manage the configuration of all elements of the IT systems.
- Manage the release and deployment of new and changed IT services to maximise value to the business and minimise risks.

IT service delivery objectives

- Track and manage the resolution incidents (break/fix) in accordance with the SLA.
- Identify and manage the resolution of problems.
- Monitor IT systems for events and take the appropriate action to resolve any issues.
- Track and manage the fulfilment of any other IT related requests from the business.
- Track, monitor, report and manage the agreed service levels for each IT service.
- Implement the access controls and changes as requested by the appropriate business representatives.
- Manage the lifecycle of applications used in the provision of IT services.

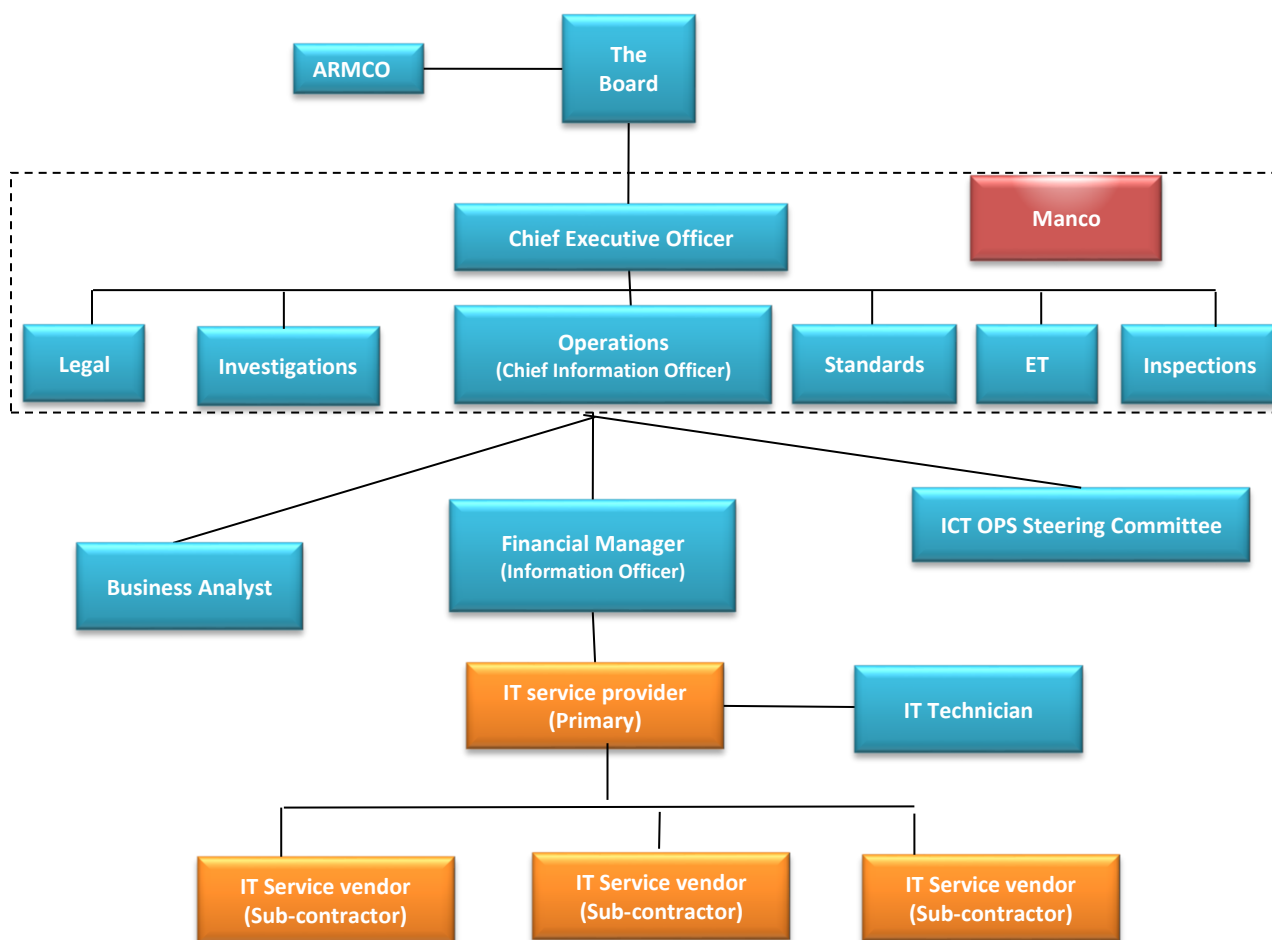
Continual IT service improvements

- Review, analyse and audit the quality and performance of each of the IT management areas.

- Recommend improvements to each IT management area.
- Review and analyse the performance of each IT service against the agreed service levels.
- Identify and define initiatives and activities to implement the improvements.
- Ensure applicable quality management practices are in place to assure quality service delivery.

Current IT Organisational Structure

The IT function within the IRBA reports to the Financial Manager, who reports to the Director Operations. The IRBA would like a single IT vendor to be responsible for all IT service management and delivery requirements. This Service Provider will be responsible for managing and facilitating the service delivery of all IT service providers/vendors of the IRBA. The current structure is as follows:



5. SCOPE OF THE WORK

The IRBA wishes to appoint a suitably, qualified and experienced IT Service Provider to control and manage the organisation’s IT requirements, in line with the IRBA’s governance and compliance requirements.

The successful bidder will be responsible for the execution of the following services in line with the Terms and Conditions as outlined in this document:

5.1. Preventative Maintenance

Preventive maintenance services must be carried out, and they comprise of a programme of

activities to be performed periodically, on-site.

This includes checks, searching for abnormalities, abnormality corrections, adjustments, tests, measurements, internal and external cleaning, surveys, as well as the analysis and replacement/repair of units, parts, modules, components and spare parts to ensure optimal performance, effective performance and performance as per the Original Equipment Manufacturer's specifications.

5.2. Corrective Maintenance

Corrective maintenance is carried out to repair, replace, fix or adjust equipment defects and failures, including the required replacement of significant units, parts, modules and components.

5.3. Route cause analysis (RCA) and reason for outage reports

The Reason for Outage (RFO) for system or server failures must be issued within 12 hours of the failure by the Service Provider.

A detailed Root Cause Analysis (RCA) shall be issued within 36 hours of the infrastructure or connectivity failure. The following minimum points shall be addressed in the RCA:

- Background leading to the failure.
- Reason for failure, which is supported by the Original Equipment Manufacturer.
- If there is a component failure, why it hasn't been detected and repaired during preventive maintenance.
- If there is an SLA failure, why the SLA has been breached.
- How similar failures shall be prevented for this site and other sites under the maintenance contractor's responsibility.
- Time required for permanent repairs.
- How the restored system (and other similar systems) shall be tested to make sure similar failures will not occur.
- How lessons learned shall be incorporated into the Preventive Maintenance, Corrective Maintenance, and Emergency Maintenance Standard Operating Procedures during the remainder of the maintenance contract.

5.4. Reporting

5.4.1. The successful Service Provider must meet with the IRBA at least once per month during the contract period, during which the progress of the contract and issues under this contract must be discussed.

5.4.2. A monthly report must be submitted to the IRBA in the first week of the following month, with the following information:

- Status of equipment as per the maintenance schedule.
- Problems, solutions and risks.
- Where any downtime occurred, the following must be shown:
 - Reason for outage;
 - Date of outage;
 - Time of outage; and

- Total repair time.

5.4.3. A formal report must be submitted to the IRBA representative after every service, maintenance or repair, and it must include the relevant job sign-off sheets signed by the IRBA and the Service Provider.

5.4.4. The Service Provider must provide a detailed schedule that will be used for inspections and maintenance at the IRBA, as well as the processes that will be followed to perform the abovementioned tasks.

5.5. Service level matrix

The following service level matrix must be applied to IT services to ensure continuity of services:

Service level dimension	Low	Medium	High
Service hours	07H00-17H00 business days only	07H00-17H00 business days only	07H00-17H00 business days only. Must include after-hours support.
Service availability	96% (8 hours downtime per month)	98% (4 hours downtime per month)	99,8% (23 minutes downtime per month)
Reliability	Max 1 service break per week	Max 2 service breaks per month	Max 4 service breaks per annum
Customer support	<ul style="list-style-type: none"> • Severity 1 – Whole business affected (1-hour response time, same day resolution) • Severity 2 – Affects more than one person (2-hour response time, 2 business day resolution) • Severity 3 – Affects only 1 individual (4-hour response time, 4 business day resolution) 		
Continuity (disaster recovery)	Four business days to recover	Next business day to recover	Same day to recover

5.6. IRBA Business Needs Analysis

The table below represents an overview of the IRBA's specific IT service requirements based on the following priority elements:

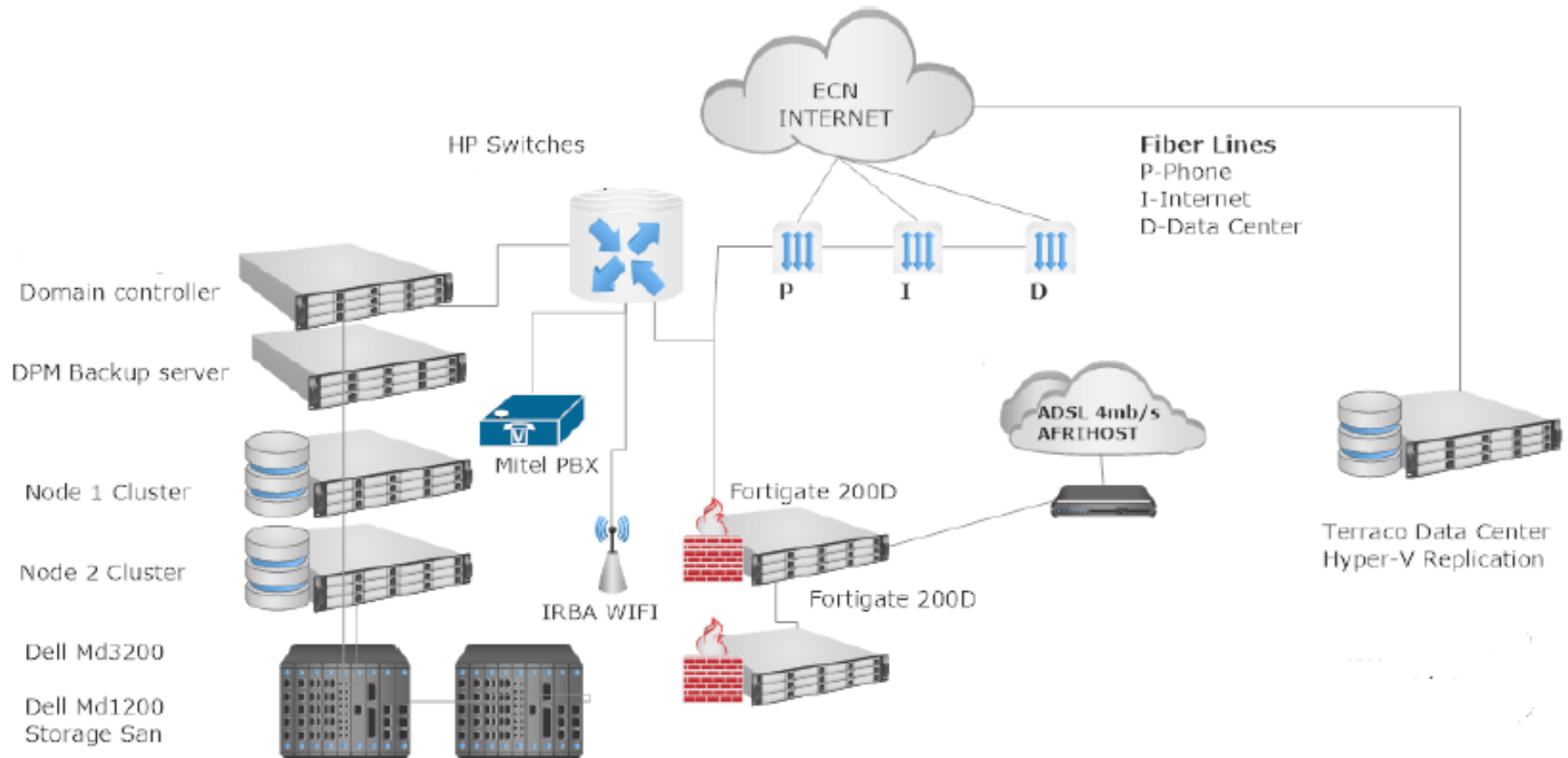
- High – Mission-critical to operations.
- Medium – Useful to operations.
- Low – Nice to have.

IT service element	Executive and Operations	Standards	Education & Transformation	Investigations	Inspections	Legal
Messaging and collaboration	High	High	High	High	High	High
File sharing	Medium	Medium	Medium	High	High	High
*Printing	High	High	Low	High	Low	High
Mobility	High	High	Low	Medium	High	High
Backup of remote data	Medium	High	Low	Low	High	Medium
Internet access	Medium	High	Medium	Medium	Medium	High
*Telephony	High	Medium	High	High	Medium	High
*Video conferencing	High	High	Low	Low	Low	Low
End-user training	Low	Medium	Low	Low	Low	High
*Document management	High	High	Medium	Medium	High	High
Business analysis for IT solutions	Low	Medium	Medium	Low	Medium	High
*Workflow (FlowCentic)	Low	n/a	High	Medium	High	High
*B.I. (QlikView)	Low	n/a	Low	Low	High	High
*Financial systems	High	Low	Medium	Low	Medium	Medium

Note: *The hardware/software not included in this RFP

5.7. IT Services Network and Servers

The following diagram illustrates the IT services Network and Server catalogue currently functioning within the IRBA:



Server	Role/Function	Virtual/Physical	Storage	Memory	Processors	Operating System
1	Flow centric Server	Virtual	C: 50 GB D: up to 500 GB	8 GB	4 Virtual	Windows Server 2008
2	Qlikview Server	Virtual	C: 50 GB E: up to 200 GB	12 GB	2 Virtual	Windows Server 2008
3	VIP Server	Virtual	C: 50 GB E: up to 200 GB	4 GB	1 Virtual	Windows Server 2012
4	AccPac Server	Virtual	C: 75 GB	8 GB	2 Virtual	Windows Server 2012
5	Biometric Software Server	Virtual	C: 50 GB	4 GB	1 Virtual	Windows Server 2012
6	System Centre Management Server	Virtual	C: 50 GB D: up to 500 GB	10 GB	2 Virtual	Windows Server 2012
7	File and Print Server	Virtual	C: 50 GB E: up to 2000 GB	4 GB	4 Virtual	Windows Server 2012
8	Case ware Server	Virtual	C: 100 GB	6 GB	2 Virtual	Windows 7 Pro
9	Quality Assurance Server	Virtual	C: 100 GB D: up to 200 GB	12 GB	2 Virtual	Windows Server 2012

5.8. Disaster Recovery and Replication

Currently, in the event of a failure at the main IRBA head office, the servers replicating via a dedicated ECN line to the Terraco data centre will be brought online and issue the same IP address as the replicating partner.

Two successful disaster recovery tests must be conducted yearly.

5.9. Current IT Infrastructure

5.9.1. Hardware

The IRBA currently utilises Dell hardware for servers, workstations and laptops.

All current hardware is the property of the IRBA and, where applicable, warranties are in place with onsite service.

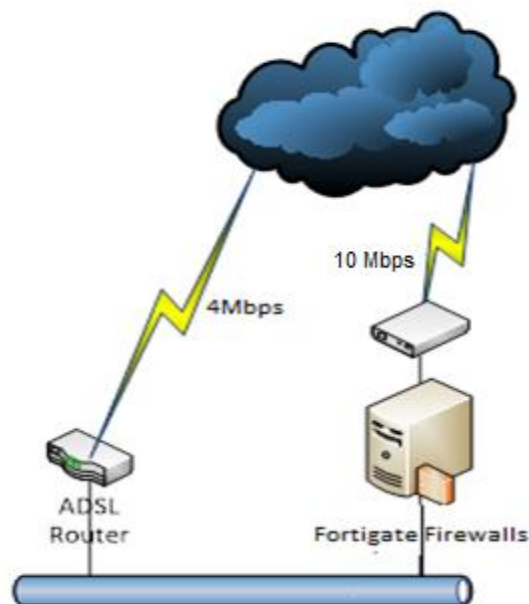
5.9.2. LAN and WAN

The IT infrastructure is supported by a single Class C private TCP/IP subnet.

There is a 10Mbps shaped fibre link to ECN that provides for the voice and data connectivity requirements.

There is also a 4Mbps ADSL line that is currently not being used but was setup to handle video conferencing services.

The figure below illustrates the connectivity:



5.9.3. Directory Services

A single Microsoft Active Directory 2012 root domain provides directory services for IT services and infrastructure.

5.9.4. Microsoft Exchange

The IRBA uses an Exchange 2010 Standard Edition server to support all messaging and collaboration requirements.

An Enterprise Root CA Certificate Authority has been setup to provide certificates for the secure Exchange remote access clients. This service is running on the Exchange server itself.

This Exchange server resides on premises at the IRBA. All incoming and outgoing mail is routed through Mimecast.

5.9.5. Applications and Services

The following applications and services are currently being hosted on the IRBA network:

- **HR system**

The VIP and ESS HR system resides on a hosted virtual server.

- **Backup system**

DPM is used to make daily backups. These DPM backups are replicated over the exiting fibre line to a hosted DPM server (live replication).

Weekly backups are made to disk and sent offsite for continuity and to ensure monthly and yearly backups.

- **FortiGate firewalls**

Two FortiGate firewalls (one active, one passive) provide security and connectivity to the 10Mbps ECN fibre line. The IRBA has a Service Level Agreement with a service provider specialising in these firewalls.

- **FlowCentric**

FlowCentric is the core line-of-business application that manages the workflow across many of the departmental processes, and it integrates with the finance systems.

The FlowCentric maintenance and support is fully outsourced to FlowCentric (Pty) Ltd.

- **QlikView**

The Business Intelligent (B.I.) tool, QlikView, as well as its maintenance and support are fully outsourced to FlowCentric (Pty) Ltd.

- **AccPac**

The AccPac system is supported and maintained by Lorge (Pty) Ltd, a supplier and implementer of Sage ERP AccPac.

- **The IRBA Websites and MX records**

The websites and MX records are supported and maintained by Thoughtcorp.

6. EXPECTED SERVICE OUTCOMES AND DELIVERABLES

The Service Provider will be expected to deliver the services as outlined in section 5 above and in accordance with the Service Level Agreement requirements and service deliverables, which include generic IT services as follows:

- A full-time support engineer onsite.
- Co-ordinate meetings with IT sub-contractors in the event of system downtime, telephone downtime, internet and network connectivity issues, restoration of IT links, etc.
- Resolve IT issues independently with all IT sub-contractors/ or service providers, and provide detailed feedback to the Director Operations.

- Ensure quick, efficient and effective response time to system faults, network failures and connectivity issues.
- Remedial system or network action must result in the stabilisation of the IRBA network to ensure business continuity.
- In the event of system or network disruptions, the IRBA must be informed of the response time to resolve system and/or network issues, and mitigation measures must be put in place to ensure system and/or network connectivity issues are restored and/or resolved.
- Provide reliable internet connectivity to ensure business continuity.
- Quality control resolutions must be ensured to avoid network outages and system downtime.

The Service Provider will be expected to facilitate the transition of the IT services from the IRBA current IT service provider.

The Service Provider must supply the IRBA with the CV's of the onsite support engineer and project team (including project manager) and confirm that relevant background checks have been performed for the specific personnel.

The Service Provider must deliver the IT services in accordance with the objectives laid out for IT management service requirements and deliverables as outlined in the TOR, and adhere to the management and monitoring requirements as laid out in section 6 and 7.

The following services must be rendered as part of the complete service solution:

- The Service Provider will be required to submit monthly reports.
- The Service Provider will be responsible for all software Upgrades and Service Requests, including a full preventative and corrective maintenance service.

Services Out of Scope

The following ICT elements are Out of Scope, but should be managed and facilitated by the Service Provider:

- Data Services – Transmission and connectivity.
- Telephone connection services.
- Leased and owned printing equipment.
- Managing projects regarding developments and maintenance of FlowCentric, QlikView and the IRBA website.

7. SERVICE MANAGEMENT, REPORTING AND SERVICE MONITORING

- 7.1. Operational reports** must be presented at monthly IT management meetings. These reports must be distributed to the Financial Manager (Information Officer) and the Director: Operations (CIO).
- 7.2. Project management reporting** must be distributed to the project sponsor (IRBA's key stakeholder) and the Information Officer at least every two weeks. This, though, would depend on the nature of the project and its potential impact.
- 7.3. Annual IT Preliminary Report:** Assess and report on the state of IT with recommendations for enhancements.

The Service Provider will meet with the Director: Operations to discuss technical difficulties on an ad hoc basis as and when required.

The Service Provider must ensure that a permanent IT technician is onsite from Monday to Friday, between 08H00 and 17H00, and be readily available or on standby during weekends and public holidays. The Service Provider will ensure that a replacement technician is onsite as and when the need arises.

The contractor shall have trained and competent personnel available to fulfil its obligations. The contractor will also ensure that the skills level of technicians and support personnel is of a high standard.

It is expected that bidders will be able to provide all necessary facilities, systems, equipment and personnel needed for an effective and efficient delivery of the TOR requirements and Service Level Agreement (SLA), without any upfront payment by the IRBA.

8. INSTRUCTIONS FOR PROPOSALS

Each proposal must be presented in two sections – technical proposal and financial proposal, including preference points claimed. The technical proposal will be evaluated against the evaluation criteria indicated at point 9 below.

Each proposal must be clearly marked in separately sealed envelopes.

The proposals must include the following sections to provide comprehensive information relating to the company's IT proficiency:

Section A – Company Overview

Description of organisation

Present an overview of the company, including the organisation's core business, an organisational chart indicating the ownership structure of the company and a brief history relating to the company's IT expertise. During the past three years (between 2013 and 2016) the bidder must have executed (or be currently executing) specialised maintenance contracts within a Data Centre Environment or High Availability Environment.

In the event of sub-contracting, service providers are requested to clearly indicate the portion that will be outsourced to the sub-contracted company. The project team and a description of the services that will be sub-contracted must be outlined in the proposal, as the information will be evaluated. This requirement applies to joint ventures as well as sub-contracting bid submissions.

Bidders are required to provide all information as requested to demonstrate their capabilities and experience regarding the requested IT infrastructure services.

Service expertise and capacity

Present your company's approach to delivering the required services as outlined in this document. Demonstrate staff capacity and expertise in the provision of the service requirements. Outline the structure of the business, including roles, and clearly indicate which roles will be involved with this project. Bidders are required to clearly indicate how the work will be completed when projects need to be finalised concurrently.

Continuity of service

Describe fully your organisation's approach to backing up the support of the proposed staff and services, and the succession planning in terms thereof in the event of unexpected staff losses or other events that may materially affect the provision of the relevant services to the IRBA. A comprehensive project plan must be included, indicating timelines, deadlines, responsibilities, allocation of resources and deliverables.

Section B – Experience and Composition of the Team

Submit an organisational chart identifying key personnel for the effective management of the project. Also, note that the key individuals shall not be substituted without the prior notification and subsequent approval of the IRBA.

Should key staff need to be substituted, the replacement staff must be of the same calibre or have the same level of expertise as the staff initially approved by the IRBA.

Bidders are required to submit abridged CVs of all key listed personnel, and these should demonstrate prior experience and relevant qualifications.

Section C – Methodology and activity plan

This section should present the company's approach to delivering the required services, as outlined in this document.

Bidders are required to submit a methodology and activity plan clearly illustrating an understanding of the ICT requirements of the IRBA in this TOR. The proposal must clearly reflect how the bidder will treat, monitor, manage and control the deliverables as contained in the TOR. Bidders should also demonstrate how the proposed methodology is in line with applicable standards, rules, regulations and best practice, inter alia:

- i. Legislative Requirements: Public Finance Management Act and Treasury Regulations, South African Revenue Service minimum data and information back-up and retention requirements.
- ii. Val-IT and COBIT as a set of best practice frameworks for ICT.
- iii. Information Technology Infrastructure Library (ITIL) – a set of concepts and techniques for managing IT infrastructure, developments and operations.

Bidders are requested to structure their technical proposals in line with the following focus areas, covering all areas specified in the TOR document:

- Service strategy.

- Service design.
- Service deployment.
- Service delivery.
- Continual IT service improvement.
- Reporting.
- IT services.
- Full IT support on premises with qualifications of incumbent.

Bidders should adhere to the TOR requirements by elaborating on the services required, proposed methodology and approach, demonstrating whether the proposed process meets the TOR requirements.

Bidders may be requested to do a presentation to the IRBA's evaluation team.

Section D – Track Record and References

Bidders are requested to indicate the number of clients to which similar services have been provided, as well as evidence from a list of clients (including contact information) outlining the track record of the bidding company.

Bidders are required to provide documentary proof that they have previously performed similar services. Letters of reference from at least three contactable referees must be submitted.

Failure to submit at least three letters of reference for similar services will lead to a score of zero (0) for references.

The IRBA reserves the right to visit bidders' work premises and engage with bidding companies' clients.

9. EVALUATION AND ADJUDICATION OF THE BID

Phase 1: Technical Evaluation

Bids will be subject to a responsiveness criteria to determine which bid responses are compliant or noncompliant with the bid specifications and requirements issued by the IRBA as part of the bid process.

Thereafter, responsive bids will be evaluated against the criteria and weights for functionality as depicted in the table below:

Criteria: Functionality	Information Required	Weight
Service Provider's relevant capability and capacity to render the services required	Section A	30
Service Provider's relevant experience in relation to the required services	Section B	20
Proposal methodology that is aligned to the specifications and/or scope of work to be	Section C	30

rendered		
Track record and references	Section D	20
Total		100
Minimum Threshold	80%	

Bids that score less than **80%** of the points for functionality will be eliminated from further consideration.

Phase 2

The service providers that qualify in Phase 1 will be evaluated in terms of the 80/20 preference points system, where the 80 points will be used for rating pricing and the 20 points will be awarded to the bidder for being a B-BBEE status level contributor in accordance with their BEE Certificate/Affidavit document.

10. MINIMUM REQUIREMENTS FOR A VALID BID

10.1. Bidders must comply with the minimum conditions below, if they would like their bids to be evaluated on functionality. Failure to submit or comply will render the bids noncompliant.

10.2. The bidder is required to complete and submit **all** Standard Bid Documents (SBD), failing which his/her bid will be disqualified. The standard bid documents are as follows:

- SBD 1: Invitation to Bid.
- SBD 3.3: Pricing Schedule (only fixed pricing will be accepted).
- SBD 4: Declaration of Interests Form.
- SBD 6.1: Preference Points Claim Form in terms of PPPFA, 2011.
- SBD 8: Abuse of Supply Chain Management System.
- SBD 9: Certificate of Independent Bid Determination.
- General Conditions of Contract (GCC) (Document is available on the IRBA website).
- Certified copy of the company/individual's BEE Certificate.
- Company proposal (the evaluation will be based on the information as outlined and contained in the document).

10.3. Joint Ventures: It must be noted that all parties participating in a joint venture should provide an Original Tax Clearance Certificate, copies of their B-BBEE Certificates and a consolidated BEE Scorecard; and each participating party needs to complete the SBD 4 document.

10.4. National Treasury – Central Supplier Database: Suppliers must submit confirmation of the company or individual registration on the Central Supplier Database (CSD). The IRBA will not award any bid to a supplier that is not registered as a prospective supplier on the CSD, as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction Note 4 of 2016/2017. The CSD registration requirement applies to all companies/individuals, including joint ventures and sub-contracted companies.

10.5. Sub-Contracting: Bidders may not sub-contract more than 25% of the contract value to a service provider that has a lower BEE rating. **NB:** *The sub-contractor must provide a BEE certificate, and will be evaluated in accordance to the evaluation criteria as set out in point 9 above.*

10.6. VAT: Bidders must submit bids that are **inclusive of VAT** (if applicable) with their proposals.

11. DURATION OF CONTRACT

11.1. The contract is for an initial one-year period. After that, the contract may be extended for a further four years, depending on satisfactory service provider performance.

11.2. The successful bidder must be able to commence services during June 2017, or at a date to be determined. A Service Level Agreement will be entered into between the successful Service Provider and the IRBA to manage and track the quality of services to be rendered.

12. CANCELLATION OF CONTRACT

12.1. If the IRBA is satisfied that any person (including an employee, partner, director or shareholder of the tenderer or a person acting on behalf of or with the knowledge of the tenderer), firm or company:

12.1.1. is executing a contract with the IRBA unsatisfactorily;

12.1.2. has, in any manner, been involved in a corrupt act or offered a gift or remuneration to any officer or employee of the IRBA about obtaining or executing a contract;

12.1.3. has acted in bad faith, in a fraudulent manner or committed an offence in obtaining or executing a contract;

12.1.4. has in any manner influenced or attempted to influence the awarding of the IRBA's bid;

12.1.5. has, when advised that his tender has been accepted, given notice of his inability to execute or sign the contract;

12.1.6. has engaged in any anti-competitive behaviour, including having entered any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from tendering for this contract, or relating to the tender price to be submitted by either party; and/or

12.1.7. has disclosed to any other person any information relating to this bid, except where disclosure in confidence was necessary to obtain quotations required for the preparation of the tender; the IRBA may, in addition to any other legal recourse which it may have, cancel the contract between the IRBA and such a person/firm/company and/or resolve that no tender from such a person/firm/company will be favourably considered for a specified period.

- 12.2.** If the IRBA is satisfied that any person is or was a shareholder or a director of a firm or company, which in terms of paragraph 10.1 is one from which no tender will be favourably considered for a specified period, the IRBA may also decide that no tender from such a person, firm or company shall be favourably considered for a specified period.
- 12.3.** Any restriction imposed upon any person shall apply to any other person with which such a person is actively associated.
- 12.4.** The IRBA reserves the right to unilaterally terminate the contract with the successful Service Provider on one month's notice, in the event of circumstances beyond its control and that render continuation with the contract undesirable or unnecessary, without compensation to the Service Provider.

13. CONTRACTUAL ASPECTS

- 13.1.** The contents of this document shall be deemed to constitute the Special Conditions of Contract applicable to this bid, and shall be read together with the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations.
- 13.2.** Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- 13.3.** The bid document, together with the specifications contained in this document, shall constitute part of the Contract.
- 13.4.** Bidders shall not perform any work or render any services in terms of the Contract unless they are in receipt of a written instruction to that effect from the IRBA.
- 13.5.** The successful bidder may not assign his/her own obligations.
- 13.6.** The successful bidder must advise the IRBA immediately when it seems like unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished to the IRBA, including project team changes that may affect the quality of the service.

14. PENALTIES

- 14.1.** It is recorded and agreed that if the successful bidder fails to render services within the scope as stipulated in this Agreement, the IRBA shall be entitled to impose penalties on the Service Provider.
- 14.2.** The IRBA's right to impose penalties shall not in any way detract from the IRBA's right to claim damages in lieu of penalties in the event of a breach by the Service Provider of any or all of the terms and conditions of this Agreement.
- 14.3.** Should the Service Provider not adhere to maintenance service requirements – the SLA timeframe specified to respond (MaxTTResp) to an incident – the penalty to the maintenance contractor shall be equal to 2% of the full value of the Scheduled Maintenance cost for that month in terms of labour and equipment.
- 14.4.** Should the Service Provider not adhere to the SLA timeframe specified to repair (MaxTTRep) an incident, the penalty to the maintenance contractor shall be equal to 5% of the full value of the Scheduled Maintenance cost for that month in terms of labour and equipment.

- 14.5. Should the Service Provider not adhere to the Report timelines, the penalty to the maintenance contractor shall be equal to 2% of the full value of the Preventive Maintenance cost for that month (if submitted but late), and continue to be applied each month for which the called-for document has not been submitted.
- 14.6. Should any component be found not to have been serviced or not fully serviced as called for in this document, the full Preventive Maintenance rate for the relevant site shall be credited to the IRBA.
- 14.7. The above penalties shall be applied at the IRBA's discretion, following the breach of a Service Level Agreement. The Service Provider shall have the opportunity to provide a report, within seven calendar days following the incident or at the IRBA's notice of penalty, indicating why the Service Provider deems the penalty not to be applicable. The IRBA shall take this into consideration, but the IRBA's decision shall be final and it shall deduct penalty values from the monthly invoices.

15. DISCLAIMER

- 15.1. Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of all aspects of the bid. The IRBA will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.
- 15.2. The IRBA reserves the right to not appoint any contracted partner that does not comply with the conditions of this bid, or if information that could put the IRBA at risk is obtained by the IRBA about a bidder.
- 15.3. The IRBA reserves the right to cancel this bid should the budget to cover the full quote of this tender not be available at the time of awarding the bid or if the need does not exist anymore or the specifications have changed.

16. ABSENCE OF OBLIGATION

No legal or other obligation shall arise between bidders and the IRBA, unless and until the formal appointment documentation has been signed. The IRBA is not obliged to proceed with any bidder's proposals. The IRBA reserves the right to request changes to any proposed consortia.

17. TENDER SUBMISSION REQUIREMENTS

- 17.1. The IRBA requires **four (4) printed copies – one (1) original and three (3) hard copies** of the complete bid documentation supporting the criteria as stated above. The IRBA reserves the right to make additional copies, as required, for the evaluation.
- 17.2. Completed documents must be sealed, clearly marked and submitted with the correct reference and tender number.
- 17.3. Enclosed documents must be deposited in the tender box situated at the reception area of the IRBA building on or before the closing date and time.

18. PRICING SCHEDULE

- 18.1.** Bidders are requested to provide the pricing schedules for all proposed services, as detailed in the SBD 3.3 document.
- 18.2.** For ease of evaluation, the pricing schedule must be submitted in a separately sealed envelope that does not contain the technical proposal. The pricing schedule must also be submitted in the format as set out in the SBD3.3 form and must be clearly marked.
- 18.3.** Bidders must indicate the maximum fixed cost for the scope of services provided as follows:
- Per month for each year;
 - Per year, including estimated increases; and
 - A full contract price for the five-year period.
- 18.4.** The IRBA will not be responsible for expenses incurred by the successful Service Provider for operational and/or other requirements to render the services.

19. OTHER

Enquiries may be directed as follows:

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