

NOTIFICATION OF TENDER ADVERT

Bid Number:SASSA: 41-23-GA-HO

Bid Description:The South African Social Security Agency hereby invites proposals from potential service provider for the provision of call centre services for the south african social security agency for a period of (03)three years.

Name of Institution:South African Social Security Agency

Place where goods, works or services are required:

SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria

Date Published: 12 September 2023

Closing Date / Time: 3rd October 2023 @11:00am

Enquiries:

Contact Person:Ms Mogafe Mphahlele

Email: callcentrebids@sassa.gov.za

Telephone number: 012 400 2412

FAX Number:

Where bid documents can be obtained:

Website:<https://etenders.treasury.gov.za/>

<https://sassa.gov.za>

Physical Address:Where bids should be delivered:

Physical Address:SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria

Briefing Session

N/A



*paying the right social grant, to the right person,
at the right time and place. N!ALO!*

South African Social Security Agency
Head Office

SASSA House • 18 Ferreira Street
Nelspruit • Private Bag X55662 • Nelspruit, 1200
Tel: +27 12 754 9346 • Fax 086 656 4166
www.sassa.gov.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 41-23-GA-HO	CLOSING DATE	03-10-2023	CLOSING TIME	11:00 AM
DESCRIPTION	The South African Social Security Agency hereby invites proposals from potential service provider for the provision of call centre services for the south African social security agency for a period of (03) three years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mogafe Mphahlele		CONTACT PERSON	Masego Maake	
TELEPHONE NUMBER	(012)400 2412		TELEPHONE NUMBER	012 400 2559	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	callcentrebids@sassa.gov.za		E-MAIL ADDRESS	callcentrebids@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number SASSA: 41- 23- GA- HO
Closing Time 11:00 am	Closing date 3rd October 2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1** Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2** Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**
- 2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

STANDARD BIDDING DOCUMENT (SBD) 4

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

.....

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

STANDARD BIDDING DOCUMENT (SBD) 4

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for

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

STANDARD BIDDING DOCUMENT (SBD) 4

investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps** = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1.** In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2.** In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 80/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10	20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9	18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8	16		
B-BBEE Status Level 1 - 2 contributor	7	14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	6	12		
B-BBEE Status Level 3 - 4 contributor	4	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
Others (Non-Compliant)	0	0		
Note: In the event of a bidder obtaining more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.				

Returnable documents to claim points. (Please tick below for the attached document)	
1. B-BBEE Certificate	
2. Sworn Affidavit (EME or QSE)	
3. CSD registration number	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)...**SOUTH AFRICAN SOCIAL SECURITY AGENCY**.... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number... **SASSA: 41-23-GA-HO** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract,
within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping
and countervailing
duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

Terms of Reference

**PROVISION OF CALL CENTRE SERVICES
FOR THE SOUTH AFRICAN SOCIAL SECURITY AGENCY
FOR A PERIOD OF THREE YEARS**

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SECTION A – GENERAL INFORMATION

1. STRUCTURE OF THE BID DOCUMENT

- 1.1 In order to best articulate the requirements of the bid, this document is therefore structured and divided into ten sections, namely:

Section A: General Information

Section B: Business Overview

Section C: Objective and scope of the bid

Section D: Call Centre Services;

Section E: Deliverables

Section F: Mandatory Requirements

Section G: BID Pricing

Section H: Evaluation of the Bid

Section I: Bid Conditions

Section J: Bid Clauses

Section K: Bid Award

2. BID RESPONSE REQUIREMENTS

- 2.1. All proposals should be well structured, accurate and unambiguous in their response to the requirements stipulated in the bid document. All responses must be prepared as per instructions set out in this bid document.
- 2.2. All sections of the bid are critical to the satisfaction of all the requirements, and must be responded to fully.
- 2.3. Any further supporting information that cannot be accommodated on the response Annexure must be included as an attachment in the response and clearly referenced,

both in the response annexure, and on the attachment itself. Failure to cross-reference will result in such attachments not recognized, and eventually not evaluated.

- 2.4. In responding to this bid, bidders are required to demonstrate ability, track record and compliance to the Agency's requirements. Lack of information on any of these aspects will disadvantage the bidder in terms of point scoring during the evaluation of the bid.
- 2.5. An original response must be accompanied by a hard copy (Original) and an electronic soft copy on thumb drive/USB or CD. All the contents of the electronic copy must be in the exact same order as in the hard copy to make it easier to navigate, and evaluate the bid response.

3. BID ENQUIRIES

- 3.1. All enquiries, questions and requests for clarification must be sent to (callcentrebid@sassa.gov.za) within five days of the Bid advert, and all enquiries, questions and requests will be responded to within the same period.

The content of the email to clearly indicate the following:

- 3.1.1. Bid Ref number in the Subject Line of your e-mail
- 3.1.2. The companies' name
- 3.1.3. Contact person and
- 3.1.4. Telephone number

4. RIGHTS OF THE AGENCY

- 4.1. The Agency further reserves the right to:
 - 4.1.1. Award the bid to any preferred Service Provider
 - 4.1.2. Not to award the bid to any Service Provider
 - 4.1.3. Cancel the bid

5. CONFIDENTIALITY

- 5.1. The Bidder, its offices, agents, employees and consultants shall hold in confidence any information and /or materials identified as proprietary and/or confidential to the Agency or to any third party to which the Bidder may have access to in the course of performing its obligations in terms of this Bid including any contract agreement with SASSA. The Bidder shall not disclose or authorize disclosure to others, or use for its own benefit, such confidential information and/or materials without the express written consent of the Agency or the affected third party owner.

6. ACRONYMS

- 6.1. The following acronyms and abbreviations are used in this TOR and must be similarly used in the proposal submitted in response:

Abbreviation	Meaning
API	Application Programming Interface
AR	Architecture Requirements
CLI	Caller Line Identification
CTI	Computer Telephony Integration
EA	Enterprise Architecture
ECM	Enterprise Content Management
ECT	Electronic Communication and Transaction
e.g.	"for example"
Email	Electronic Mail
Etc.	"and other things"
FR	Functional Requirements

Abbreviation	Meaning
API	Application Programming Interface
FTP	File Transfer Protocol
ICT	Information and Communication Technology
ID	Identity document
ICCAS	Integrated Customer Care Application System
i.e.	"that is" or "in other Text file"
IIS	Internet Information Server
ISO	International Organisation for Standardisation
IT	Information Technology
IVR	Interactive Voice Recording
JMS	Java Message Service
KN	Knowledge Network
Mr	Mister
Ms	Miss, Misses
.NET	Microsoft XML Web Services platform
OR	Operational Requirements
PAIA	Promotion of Access to Information Act
PDF	Portable Document Format
RACF	Resource Access Control Facility
Ref.	Reference
Rev.	Revision
SAPO	South African Post Office
SASSA	South African Social Security Agency
SCM	Supply Chain Management

Abbreviation	Meaning
API	Application Programming Interface
SMS	Short Message Service
SOA	Service-Oriented Architecture
SOCPEN	Social Pension System
SOI	Service-Oriented Integration
SQL	Structured Query Language
SRD	Social Relief of Distress
SSO	Single Sign-On
TOGAF	The Open Group Architecture Framework
TOR	Terms Of Reference
WAN	Wide Area Network
XML	Extensible Mark-up Language

SECTION B – BUSINESS OVERVIEW

7. BUSINESS OVERVIEW

7.1. South African Social Security Agency (SASSA) (also referred here-in as the 'Agency') was established in terms of the South African Social Security Agency Act, 2004 (Act No. 9 of 2004) to administer social assistance in terms of Chapter 3 of the Social Assistance Act, 2004 (Act No. 13 of 2004). SASSA is mandated to ensure effective and efficient delivery of service of high quality with regard to the management and administration of social grants such that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well as the integrity of the whole system.

7.2. SASSA has the following tiers of operations:

7.2.1. Head Office;

7.2.2. 9 Regional Offices (one per province);

7.2.3. District Office (one per district / metropolitan municipality);

7.2.4. Local offices (one or more per local municipal area, depending on the population density and distances).

7.3. SASSA has established a Call Centre within Head Office. The Telephone management system (**Genesys**) capability has been contracted. The capturing of enquiries is done on a web application called Integrated Customer Care Application System (**ICCAS**). It provides electronic capturing of customer enquiry details, requests, complaints and appeals. It aims to enable and assist the Agency in their attempt to manage enquiries within a prescribed timeframe. Users are able to access the system remotely from any part of the country through their internet browsers. ICCAS is hosted at the SASSA Private Cloud Appliance (PCA) environment. It is secured by windows authentication and SASSA's current security measures, i.e. Symantec Antivirus and Firewalls. The web application caters for 500 simultaneous users within the period from 07:30 A.M. to 16:30 P.M. maximum loads at other periods will be 150 simultaneous users.

- 7.4. ICCAS is built using Microsoft C# (ASP.NET) and Visual Basic language. It currently runs on Visual Studio 2019 IDE. It uses SQL Server management studio for data storage.
- 7.5. Average number of telephonic calls received by SASSA call centres (internal and outsourced), average 20 000 to 30 000 calls per day, refer to the call centre statistical report, Annexure (A).

SECTION C – OBJECTIVE AND SCOPE OF THE BID

8. OBJECTIVE AND SCOPE OF THE BID

8.1. The objective of the bid:

- 8.1.1. SASSA wants all citizens to experience exceptional services when they engage with us. As part of the strategy to deliver excellent citizen experiences and the digitisation of the contact centre of the future, SASSA believes that communication with citizens (and vice versa) should take place through various channels, and that artificial intelligence, bot (Software programme that performs automated, repetitive, pre-defined tasks) and Natural Language understanding; must be part of the solution; as currently SASSA is not offering those capabilities and does not have digitised platforms.
- 8.1.2. Citizens should be able to communicate anywhere, at any time and in their channel of preference with SASSA.
- 8.1.3. SASSA is looking for a service provider that has a deep understanding of social media communication, BOTs, Artificial Intelligence and Natural Language understanding that will assist in driving a digital-first citizen service strategy that will bring Conversational AI to SASSA's contact centres and citizen services.
- 8.1.4. Bidder must also create customer journey maps which will include the identification of customer touch points to assist SASSA in improving processes to be customer-centric.
- 8.1.5. The digital and automation solutions should allow an annual reduction in the number of agents required thereby reducing operational costs.

8.1.6. The objective of this bid is to source proposals and to successfully contract and enable a suitable Service Provider to render Call Centre services to the Agency for a period of three (3) years.

8.2. The Scope of this bid covers the following:

8.2.1 In support of SASSA's digital transformation and citizen service improvement strategy, potential service providers must include technology solutions that will include digital channels that will provide:

8.2.1.1 Web-messaging as a digital service channel on the SASSA website that are also connected with AI powered Bots that can drive automation and Customer self-service.

8.2.1.2 IVR-Deflection applications on the incoming voice channel to provide Customers with the option to switch from the more expensive voice-channel to messaging channels such as WhatsApp or SMS.

8.2.1.3 Using pro-active Citizen Engagement via messaging channels to notify Clients of key events so they do not have to call the contact centre. (Notifications, Alerts, Updates)

8.2.1.4 Make use of Bots to complete client satisfaction surveys directly after the engagement using digital channels. Bidder to provide customer satisfaction Surveys after a call.

8.2.1.5 Ensure seamless handover between Bots and Agents with the context of conversations to avoid Clients having to call the contact centre.

8.2.1.6 Add Live-chat (Web chat), Web-messaging, and SMS as digital service channels to the SASSA website. Connect the Live-chat (Web chat), Web-messaging, and SMS channels to AI powered Bots that can drive automation and Citizen self-service.

8.2.1.7 Create a Frequently Asked Questions (FAQ) Knowledge Base that is made available on the SASSA website and manage Customer engagement with this FAQ portal via an AI powered Bot to simplify and automate responses. Make the Frequently Asked Questions (FAQ) Knowledge Base and AI

powered Bot available to the SASSA human-agents to better support them with correct information as and when required.

- 8.2.1.8 Add social-media channels such as Facebook, Facebook-Messenger and Twitter as digital service channels. Integrate all these digital citizen service channels with the contact centre environment to ensure seamless handover and support by human-agents when required.
- 8.2.2 Provision of call centre system, Monday to Friday (07:30 to 16:30);
- 8.2.3 Provision of call centre workforce to handle incoming and outbound calls and emails;
- 8.2.4 Record calls and conversations (voice logging);
- 8.2.5 Providing email services for incoming emails;
- 8.2.6 Provision of call centre management;
- 8.2.7 Conduct and manage campaigns on request;
- 8.2.8 Provision of incident escalation capability;
- 8.2.9 Provision of reports and KPIs that also monitor and measure the following customer engagement channels:
 - a) Voice
 - b) E-mail
 - c) SMS
 - d) Social media
 - e) Self-service (Via WhatsApp, Website, Web chatbot and Livechat)
- 8.2.10 Provision of real time call centre information (dashboard);
- 8.2.11 Implement quality control of all calls and emails received and responded to;
- 8.2.12 Provision of scripts and continuous adjustments;
- 8.2.13 Provision of case management life cycle capability;
- 8.2.14 Provision of seamless integration between SASSA IVR and Bidder system;
- 8.2.15 To handover all Call Centre data collected during the project;
- 8.2.16 Provision of Call Centre and beneficiaries' data collection on a monthly basis.
- 8.2.17 Closeout report including SASSA call centre recommendation improvement.

SECTION D – CALL CENTRE SERVICES

9 BACKGROUND INFORMATION

9.1 The introduction of the Covid-19 SRD grant in 2020 increased the pressure on the in-house Call Centre. This grant has been extended to run up until March 2024. Apart from the increased workload as a result of the Special COVID-19 SRD grant, the in-house contact centre has been struggling to cope with even the normal volumes of calls and thus requires additional capacity to manage the volumes. The failure by the contact centre to respond effectively to all incoming calls, mails, walk-ins, and a failure to provide more preferred self-service and digital channels like WhatsApp creates serious reputational risk to the Agency.

9.2 It is for this reason that the Agency realises that there will always be a demand on the contact centre, which SASSA needs to address. As SASSA embarks on a digital transformation strategy and moves more towards online applications and services, the need for additional support to citizens who struggle with technology will increase. This would require additional capacity while the agency is developing a permanent solution, internally.

9.3 Current human capacity and available in-house technology solutions are not sufficient to manage the increasing demands for SASSA to be responsive to the clients served. This then necessitates the SASSA to consider outsourcing the services of the call centre to manage the peak and latent demand as these demands are determined by the kind of a project implemented by government at the time.

9.4 SASSA has a business need to start adopting the Fourth Industrial Revolution (4IR) and a desire to make the following improvements on the various grant services offered:

- a) Improve Customer service levels and experience.
- b) Provide Clients with more digital and self-service channels.
- c) Improve operational efficiencies.

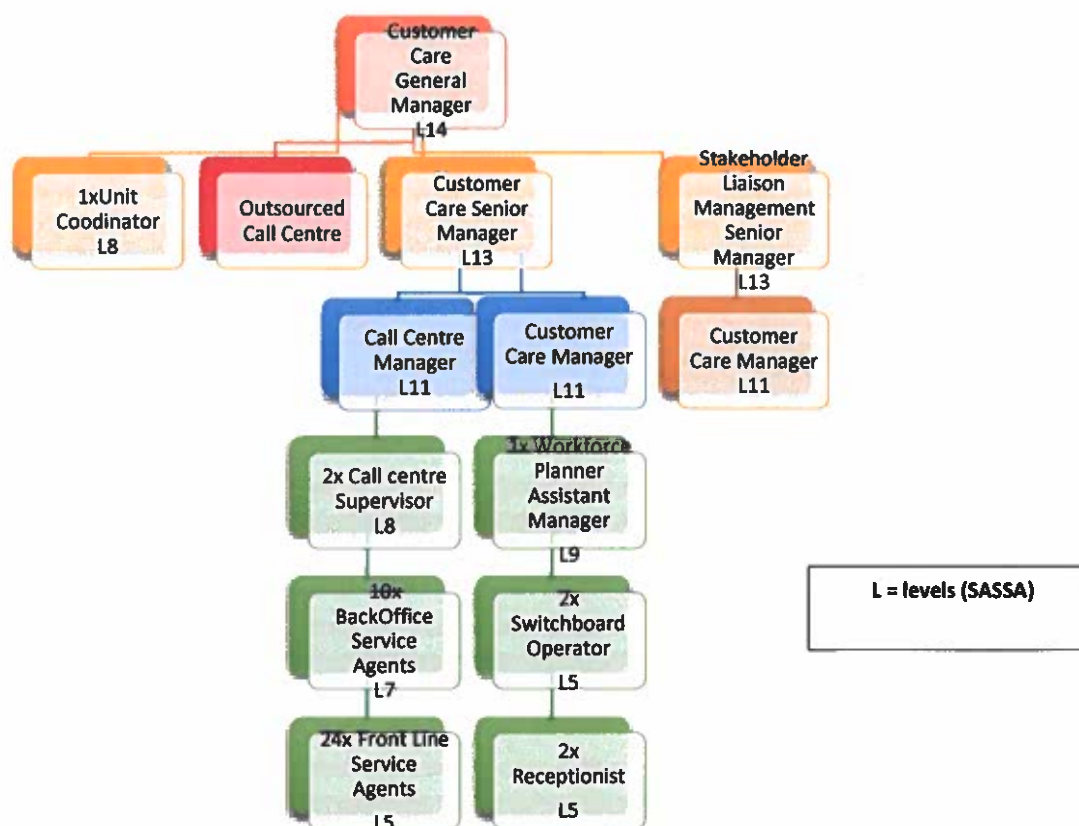
d) Reduce the operational costs of the Contact Centre.

9.5 SASSA wants to make it easier and faster for clients to engage with them by offering digital and self-service channels on the website that are integrated into the existing contact centre environment. The use of digital automation tools and technologies will also reduce the need to appoint additional human-agents to manage the ever-growing call volumes. This will also offer extended services online beyond office hours making SASSA services available over 24 hours.

9.6 The least invasive approach is to setup an independently staffed and managed call centre off-site that will act as an extension to SASSA Call Centre handling of Grants' enquiries.

The diagram below illustrates the SASSA Call Centre management and acquisition initiatives (Red boxed) that will be deployed.

Figure 1: Call Centre Proposed unit Structure



Geographical Locations

The Agency has one fixed Call Centre in Head Office.

Table 1: Geographical Locations (for SASSA call centres)

Offices	Number
SASSA Head Office (Pretoria)	1
Outsourced Call Centre Office	1

10 SERVICE REQUIREMENTS

The following are the Agency's requirements for Call Centre services for the term of this contract. Bidders should elaborate in their response how each requirement will be fulfilled.

- 10.1. Bidder must provide a turnkey solution. Bidder is expected to implement and run the call centre services off site for inbound and outbound.
- 10.2. The solution should be configurable to meet the requirements of SASSA.
- 10.3. The call centre services will be contracted for a period of three (3) years and will automatically end without any parties giving notice.
- 10.4. Bidder must have telephony that will receive redirected inbound calls from SASSA toll free number (0800 60 10 11).
- 10.5. Bidder telephony must integrate with the SASSA IVR to enable grant enquiries option to be redirected to the Bidder telephony.
- 10.6. Bidder telephony must be able to provide Caller Line Identification (CLI) and contact number.
- 10.7. The Bidder IVR should provide the caller with an option to select a preferred language.
- 10.8. Bidder must also conduct outbound calls for follow-up and resolution.
- 10.9. The telephony must record usage details of the caller including all options selected by the caller and all details entered by caller from the time the caller reaches a Call centre Agent.
- 10.10. Bidder telephony must record call status, for example, entered call, answered call, abandoned call, distributed call, transferred call, and abandoned at what stage.
- 10.11. Bidder to maintain 100% recording of calls for period of contract duration.
- 10.12. The recording should contain detailed call information, feedback of quality analyst for analysed calls, updating in questionnaires etc.
- 10.13. Have quality assurance for all calls and emails received and responded to. Reports should be provided.
- 10.14. Bidder is required to send data changes to SASSA on a weekly basis.

- 10.15. The service provider upon the end of the contract will hand over all calls data including recording to SASSA.
- 10.16. Bidder will provide Call Centre solution that will ensure resolution of cases through telephone, email and self-service platforms.
- 10.17. Bidder will provide a capability to escalate incidents to SASSA.
- 10.18. Bidder solution should be able to escalate and receive emails from SASSA environment.
- 10.19. Bidder must provide Customer Relationship Management (CRM) solution for incident capturing.
- 10.20. The CRM solution must support cases with all related data logging and case tracking.
- 10.21. The system must provide a unique identifier for each applicant/Client, so that all requests and contacts from a customer may be linked (e.g., for the purpose of providing a history for that applicant).
- 10.22. The system must be able to send and receive electronic notification to and from emails.
- 10.23. Bidder should be able to make information of the escalated cases available as and when required.
- 10.24. The Bidder to resolve 90% of enquiries and complaints within 5 working days.
- 10.25. The Bidder to resolve 80% of disputes within 14 working days.
- 10.26. The Bidder to answer 80% of calls per day.
- 10.27. The Bidder must be able to expand the current customer services channels to include more digital customer self-service channels.
- 10.28. Bidder to develop a digital and automation solution to reduce the annual operational costs of the SASSA contact centre on a year-on-year basis.
- 10.29. The three year cost saving plan will allow the Bidder to reduce agent headcount.
- 10.30. Bidder to add Live-chat (Web chat), Web-messaging, and SMS as digital service channels to the SASSA website.
- 10.31. Bidder to connect the Live-chat (Web chat), Web-messaging, and SMS channels to AI powered Bots that can drive automation and Customer self-service.

- 10.32. Bidder to create a Frequently Asked Questions (FAQ) Knowledge Base that is made available on the SASSA website and manage Citizen engagement with this FAQ portal
- 10.33. Bidder to add social-media channels such as Facebook and Facebook-Messenger as digital service channels.
- 10.34. Bidder to Make the Frequently Asked Questions (FAQ) Knowledge Base and AI powered Bot available to the SASSA human-agents to better support them with correct information as and when required.
- 10.35. Bidder to activate "IVR-Deflection" on the incoming voice channel to provide Customers with the option to switch from the more expensive voice-channel to a messaging channel such as WhatsApp or SMS.
- 10.36. Bidder to integrate all these digital Customer service channels with the contact centre environment to ensure seamless handover and support by human-agents when required.
- 10.37. Bidder should be able to make use of proactive Customer engagement via messaging channels such as WhatsApp and SMS to notify Clients of key event so they do not have to call the contact centre. (Notifications, Alerts, Updates)
- 10.38. Bidder should be able to make use of Bots to complete Customer satisfaction surveys directly after the engagement using digital channels.
- 10.39. Bidder's call centre agents to handle voice calls and multiple chats and / or messaging interactions simultaneously.
- 10.40. Bidder should be able to activate co-browse technology to allow agents to assist customers with completion of online grant applications and navigating of webpages collaboratively.
- 10.41. Bidder to ensure seamless handover between Bots and Agents with the context of conversations to avoid Customers having to call the contact centre.
- 10.42. Bidder will be expected to provide SASSA with live reporting (Dashboard) of call centre performance.
- 10.43. All reports should have a portfolio of evidence on request.
- 10.44. Bidder will provide reports on availability of call centre Agents, call centre Agents attendance report, number of calls handled, number of hours of call handling.

- 10.45. Bidder should be able to segregate the duration of calls handled by call centre Agents and IVR.
- 10.46. Bidder should be able to provide Call Centre Projection performance report, reports generated based on the feedback of caller; Call status report (answered calls, abandoned calls, calls not answered, calls answered at Agent level).
- 10.47. Reports containing details such as number of calls, wrong numbers, correct numbers and duration of calls; Number of calls Logged and/or Resolved and/or Closed per day or week or month, this is but a few and capability to add as and when the Agency requires.
- 10.48. Email report and resolution status; Generate reports with different dimensions; Print legible reports: Incident Counts per Status; per Region and per Computer Telephony Integration (CTI) over time.
- 10.49. Number of incidents (emails & calls) Logged and/or Resolved and/or Closed per day or week or month.
- 10.50. The solution should be able to present reports in different formats e.g. graphs, charts excel, pdf, and PowerPoint, also be printable in different format.
- 10.51. Report of outstanding or open email issues and the progress made.
- 10.52. Reports to include, monitor and measure the following customer engagement channels:
 - 10.1.1 Web chat
 - 10.1.2 WhatsApp
 - 10.1.3 Social-media
 - 10.1.4 Self-service (via WhatsApp, Web-site, Web chat, FAQ).
- 10.53. Bidder will provide campaign report on number of SMS sent for a campaign, the report should show successful and failed SMS, and reasons for failed SMS.
- 10.54. Bidder will provide closeout report including recommendation on SASSA call centre improvement.
- 10.55. Bidder's call centre agents will be expected to handle calls and emails.
- 10.56. Below is an indicative list of manpower that will be required for the project but not limited to:

- 10.56.1. **SASSA and Bidder Call centre agents** – these agents will attend and respond to telephonic queries, including complaints and disputes; and will act as first point of contact. The agents will be granted grant (all grants) database “view only” access that will assist in resolving the calls. SASSA’s in-house call center agents will also be onboarded onto the Bidder call center system, however, management of SASSA call center agents/staff, will remain with SASSA.
- 10.56.2. **Bidder back-office call centre agents** – Any calls that cannot be resolved at the 1st line of support will be routed to BIDDER Back-office support for further investigation and resolution. They will also handle new incoming emails. The agents will be granted grant database view only access that will assist in resolving routed calls; and incoming emails. Any incident, logged calls and emails, that requires further investigation will be escalated to **SASSA** back-office support. Feedback resolution will be routed back to the service provider.
- 10.56.3. **Bidder Supervisors:** These resources will support Call centre Agents and assist in resolving the problem, interacting with the SASSA programme owners until the resolution of the problem is captured into the knowledge base, including the assessment of the quality of the service provided by the call centre agents.
- 10.56.4. **SASSA back office agents** - The current in-house call center back office agents will support the service provider’s back office with escalations, including escalations from regions and other internal stakeholders by following up on queries, disputes and complaints. The in-house back-office agents will also assist with SASSA walk-in clients.
- 10.56.5. **Bidder** to also provide, but not limited to, a quality assurance team, workforce management team, training team, and overall call center operations management team

- 10.57. Bidder Call Centre Agent will call the clients to provide feedback and will close the incident on BIDDER CRM solution.
- 10.58. SASSA will train BIDDER personnel on the Grant process.
- 10.59. SASSA will also provide BIDDER call centre agents with documented hints to capacitate them to handle and resolve Grant related calls.
- 10.60. Bidder will be expected to maintain the database of Frequently Asked Questions (FAQs) by callers.
- 10.61. Bidder will be responsible for identifying the knowledge gaps for domain specific areas and collaborate with the domain experts from SASSA to develop appropriate content.
- 10.62. Bidder will ensure that validated and updated information is available within the system for answering the FAQs and updating FAQs on a regular basis. The response to new questions may be validated and approved by SASSA.
- 10.63. Bidder to provide capability to SASSA head office and regional offices with access to reports (national and regional specific reports).
- 10.64. Bidder to have capability to provide a central database for Grant Enquiries emails received for regions and head office.
- 10.65. All emails should be saved on the central database accessible to SASSA.
- 10.66. Bidder to transfer skills to SASSA's in-house call centre and provide advisory services for the development and capacitation of SASSA's in-house call centre.
- 10.67. Bidder to provide a skills transfer plan.
- 10.68. Bidder system to have capability to provide the location where a beneficiary is calling from.
- 10.69. Bidder to provide a solution to save and retrieve all types of communications including emails.
- 10.70. The Bidder's capturing and reporting system should comply with SASSA's reporting requirements.
- 10.71. Bidder to have a reporting system that is flexible in providing reports as and when required.
- 10.72. Bidder to align to SASSA's turn-around times and compliance targets.

11 SERVICE TAKE-ON

11.1 Service take-on must be concluded within **ten (10) working days upon bid award**;

11.1.1 Bidder must provide a project plan for the service take-on.

11.1.2 All staffing resource must be trained and ready to handle calls; this training will include SASSA grant processes;

11.1.3 All call centre systems must be implemented and operational including integration with SASSA telephony and access to grant database;

11.1.4 Service provider must have access to SASSA account emails to handle incoming emails;

11.2 Take-on of all services pertaining to this bid will start ten (10) days after SASSA receives the acceptance letter from the successful bidder.

12 CALL CENTRE PERFORMANCE

12.1 Campaigns must be executed within the stipulated time frame as defined in the SLA.

12.2 Submit daily reports on calls analysis, emails, SMS, WhatsApp services.

12.3 The Bidder to resolve 90% of enquiries and complaints within 5 working days.

12.4 The Bidder to resolve 80% of disputes within 14 working days.

12.5 The Bidder to answer 80% of calls per day.

13 PROJECT CLOSEOUT

13.1 Bidder to provide project closeout report with recommendations and areas of improvement.

13.2 Bidder should handover all the data collected during the project.

SECTION E: DELIVERABLES

14 DELIVERABLES

14.1 Deliverable management will include but not be limited to the following responsibilities:

14.1.1 Execute tasks according to the objectives of this bid and support requirements as outlined in section 10 to 13.

14.1.2 Ensure that all project deliverables are met.

14.1.3 Continuously manage identified and new risks regarding the project

14.1.4 Report on progress and project risks.

14.1.5 Co-ordinate the effort and communication between stakeholders

14.1.6 Govern timeframes on deliverables where deliverables are included as SASSA's responsibility ensuring all service levels are achieved.

14.1.7 Review feedback (progress) reports.

14.1.8 Close-Out Report and handover data collected, scripts, FAQs during the period of the project.

SECTION F: MANDATORY REQUIREMENTS

15 MANDATORY REQUIREMENTS

15.1 The Bidder must provide a reference letter(s) highlighting a minimum of 3 (three) years call centre experience in rendering Customer Care Services (inbound calls).

15.2 The reference letter(s) must be on the letter head of the client(s), stating the contract(s) period and the service rendered.

N.B.

- ❖ **Contracts running concurrently, cumulatively and non-cumulatively will be considered.**
- ❖ **Contract period must be clear, (e.g. specify contract start date and end date/ specify number of months / years).**
- ❖ **The reference letter will be used in the functional evaluation.**

Please Note:

- a) FAILURE TO COMPLY WITH THE MANDATORY REQUIREMENTS WILL RESULT IN THE BID PROPOSAL BEING DISQUALIFIED.**
- b) THE INFORMATION PROVIDED WILL ALSO BE USED IN THE BID EVALUATION PROCESS.**

SECTION G: BID PRICING

16 SOLUTION PRICING

- 16.1 Pricing for the duration of the contract should include but not limited to the following:
 - 16.1.1 Call centre solution that includes Customer Relationship Management (CRM)
 - 16.1.2 ICT infrastructure to host the solution;
 - 16.1.3 Back offices services to support and monitor performance;
 - 16.1.4 Call centre agents with required equipment and systems;
 - 16.1.5 Development and implementation of digital and self-service capabilities;
 - 16.1.6 Knowledge base Solution
 - 16.1.7 Customization and integration with internal systems and access to information through API (SOCPEN/ICCAS).

- 16.2 All digital and automation costs must be included in the monthly per agent cost (no upfront, once-off costs will be considered).
- 16.3 The bidder must include the breakdown of costs.
- 16.4 Annual savings on operational costs breakdown to be included.

SECTION H: EVALUATION OF THE BID

17 BID EVALUATION PRINCIPLES

The bid proposals shall be evaluated in accordance with the 90/10 principle. The evaluation shall be conducted as follows:

- i. First Stage**

- a) Phase 1: Mandatory Requirements
- b) Phase 2: Administrative Compliance
- c) Phase 3: Technical / Functional criteria

- ii. Second Stage**

- a) Price
- b) Specific Goals

17.1 FIRST STAGE OF EVALUATION

EVALUATION CRITERIA
Phase 1: Mandatory requirements
<ul style="list-style-type: none">❖ The Bidder must provide a reference letter(s) highlighting a minimum of 3 (three) years call centre experience in rendering Customer Care Services (inbound calls).❖ The reference letter(s) must be on the letter head of the client(s), stating the contract(s) period and the service rendered.❖ Contracts running concurrently, cumulatively and non-cumulatively will be considered.❖ Contract period must be clear, (e.g. specify contract start date and end date specify number of months / years).
N.B.
<ul style="list-style-type: none">a) Mandatory Requirements are those elements of the bid that are compulsory for the bidders to comply with.b) Failure to comply with these will result in the bid response being disqualified wholly.
Phase 2: Administrative Compliance
Bidders must submit the following:
<ul style="list-style-type: none">1. Tax Compliance Status PIN NB No bid will be awarded to any bidder whose tax matters have not been declared by SARS to be in order.2. Proof of company registration with Central Supplier Database.3. Fully Complete SBD forms in response to the requirements outlined in the Bid document.4. Annexure B (site visit - Bidder info).

NB: FAILURE TO COMPLY WITH THE ABOVE MAY RESULT IN THE BID PROPOSAL BEING DISQUALIFIED AND NOT EVALUATED FURTHER.

Phase 3: Technical / Functional criteria

1. Responses to the Functional requirements below to be completed and attached as part of the proposal.
2. Only Bidder(s) who score a minimum of 60 points out of 100 points for functionality will proceed to be evaluated further on Price and Specific Goals.
3. Criteria A to C under Functionality will also be verified during the site visit for shortlisted Bidders.
4. Checklist for onsite visit included (ANNEXURE B).
5. The criteria and values below will be used to evaluate bidders on functionality criteria:

Values: 1= Poor; 2=Average; 3= Good; 4 = Very good; 5= Excellent

NB. Bidders who score less than 60 out of the 100 points of the Functional criteria will be disqualified, and thus will not be evaluated further.

Technical / Functional Criteria	Weight
A. Statistical Report: Emails	15
<p>Values: 1 = Poor; 2 = Average; 3 = Good; 4 = Very good; 5 = Excellent</p> <p>The Bidder must provide statistical report (emails) demonstrating capability to receive and to respond to emails:-</p> <p><u>Number of emails received per month:</u></p> <p>0 - 5 000 per month = 1</p> <p>above 5 000 - 10 000 per month = 2</p> <p>above 10 000 - 15 000 per month = 3</p> <p>above 15 000 - 20 000 per month = 4</p> <p>above 20 000 per month = 5</p> <p>Please note: Statistical report does not need to be on the client's letter head.</p>	

B. Statistical Report: Call Volumes	20
<p>Values: 1 = Poor; 2 = Average; 3 = Good; 4 = Very good; 5 = Excellent</p> <p>The Bidder must provide statistical report (call volumes) demonstrating capability to receive and to respond to call volumes.</p> <p>Bidder to provide a 3 months call volume statistical report highlighting the following: -</p> <p>Statistical report to indicate monthly call volume trend analysis indicating:</p> <ul style="list-style-type: none"> - Number of calls received, answered and abandoned. <p>The bidder will be scored as follows (call volumes received):</p> <p>0 – 10 000 per week / no statistical report = 1 Above 10 000 - 20 000 per week = 2 Above 20 000 - 30 000 per week = 3 Above 30 000 - 40 000 per week = 4 Above 40 000 per week = 5</p> <p>Please note: Statistical report does not need to be on the client's letter head.</p>	
C. AI Capabilities	20
<p>Values: 1 = Poor; 2 = Average; 3 = Good; 4 = Very good; 5 = Excellent</p> <p>The Bidder must provide a reference letter(s) highlighting AI Capabilities.</p> <p>Number of AI capabilities successfully implemented. (E.g. email integration, whatsapp, Chatbots, Webchat, social media, etc.)</p> <p>0 - AI capabilities = 1 1 - AI capabilities = 2 2 - AI capabilities = 3 3 - AI capabilities = 4 4 and above AI capabilities = 5</p> <p>Please note: AI capability report does not need to be on the client's letter head.</p>	
D. Approach and Methodology	20
<p>Bidders must provide a detailed call centre Proposal, including but not limited to People, Process and Technology.</p>	

E. Site Inspection (Onsite Visit)	25
Please Note: Onsite Visit: In this evaluation stage, SASSA will visit the selected bidders' premises. During the onsite visit, SASSA will verify information provided. Values: 1 = Poor; 2 = Average; 3 = Good; 4 = Very good; 5 = Excellent	
E.1. Statistical Report: Emails (source of information for the reports).	5
E.2. Statistical Report: Call Volumes (source of information for the reports).	5
E.3. AI Capabilities (system demonstration).	5
E.4. Facilities (e.g. physical evidence of available space, office space / layout). Please note that Physical Evidence of the facilities is required and sites must be active to allow SASSA to conduct a site visit.	5
E.5. IT infrastructure (e.g. equipment, computers, CRM system).	5
TOTAL	100

17.2 SECOND STAGE OF EVALUATION

17.2.1 EVALUATION CRITERIA ON PRICE AND SPECIFIC GOALS

Second Stage: Price and Specific Goals	Weights
Price	90
Specific Goals	10

17.2.1.1 90 points will be for price and the 10 points will be for Specific Goals.

17.2.1.2 Bidders to submit a B-BBEE verification certificate from a verification agency accredited by the South African National Accreditation System (SANAS) or a sworn affidavit indicating the percentage of all shareholders and signed by Commissioner of oaths, shareholder or/and owners of the company.

17.2.1.3 Bidder should note that 90 points will be for price and the 10 points will be for specific goals:

Price

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

17.2.1.4 In terms of SASSA SCM Policy (approved 15 January 2023), specific goals must be awarded to a bidder as per the table below :

Specific Goals	Number of points (90/10 system)
1. B-BBEE Status Level 1-2 contributor with at least 51% black women ownership	10
2. B-BBEE Status Level 3-4 contributor with at least 51% women ownership	9
3. B-BBEE Status Level 1-2 contributor with at least 51% youth or disabled ownership	8
4. B-BBEE Status Level 1-2 contributor	7
5. B-BBEE Status Level 3-8 contributor with at least 51% youth or disabled ownership	5
6. B-BBEE Status Level 3-4 contributor	3
7. B-BBEE Status Level 5-8 contributor	2
Others	0

SECTION I: BID CONDITIONS

18 BID CONDITIONS

- 18.1 The General Conditions as stipulated by the National Treasury will be applicable.
- 18.2 Price negotiations may be entered into with the preferred bidder.
- 18.3 Bidder not to solicit, or accept solicitation from (either directly, indirectly, or through a third party) the employees of SASSA directly involved in this project during the period of the contract.
- 18.4 The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.
- 18.5 All information processed, stored, or transmitted by Bidder for this project belongs to SASSA.

- 18.6 By having the responsibility to operate the proposed call centre, the Bidder does not acquire access rights to the information or rights to redistribute the information.
- 18.7 All stored data should be transferred to SASSA as and when SASSA wants it.
- 18.8 Bidders shall ensure that during the transition and throughout the term of the contract that the agency's information remains secured and fully protected.
- 18.9 The Bidder must agree to sign a non-disclosure agreement with SASSA that all the information of callers, as well as email data, and any data acquired on behalf of SASSA will be protected using appropriate security measures.
- 18.10 The Agency will contract and also conclude Service Level Agreement(s) with the successful bidder(s).
- 18.11 Successful Bidder (s) will be subjected to security screening by the agency.
- 18.12 Bidder to comply with POPIA and PAIA requirements.
- 18.13 SASSA will conduct site visits at Bidder's offices and/or at client sites if so required.
- 18.14 SASSA will notify the Bidder two days prior to the site visit.

19 Bidder Responsibilities

- 19.1 Bidder to provide monthly invoicing for Call Centre services and must be accompanied by a Call Centre performance report.
- 19.2 Bidder to include once off, first month invoicing costs for implementation, integration, service take-on and report customization.
- 19.3 Bidder to bill SASSA monthly for actual communication on Voice, emails, SMS and WhatsApp channels.
- 19.4 Bidder to ensure that SMS pricing for campaigns to not exceed 0.15 cents per SMS. The campaigns will be sent as and when required, and they must be approved by SASSA before they can be sent.

SECTION J: BID CLAUSES

20 ANTI BRIBERY AND CORRUPTION CLAUSES

- 20.1 The bidder represents that it is familiar with (i) the South African Prevention and Combatting of Corrupt Activities Act, Act 12 of 2004, and (ii) other public and commercial anti-bribery laws which may apply ("Anti-Bribery Laws").
- 20.2 The bidder represents that this tender process will be done in compliance with the Anti-Bribery Laws.
- 20.3 The bidder warrants that it and its affiliates have not made, offered, or authorised and will not make, offer or authorise with respect to the matters which are the subject of this tender, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any officer or employee of SASSA or any public official (i.e., any person holding a legislative, administrative or judicial enterprise) office, including any person employed by or acting on behalf of a public agency, or a public or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.
- 20.4 The bidder shall not make any payment (facilitation payment) to any employee of SASSA to solicit a pre –determined outcome on a procurement matter or to speed up an administration process in the realisation of a pre-determined outcome.
- 20.5 The bidder represents that, to the best of its knowledge and belief, and save as disclosed to SASSA, neither it nor any of its personnel have been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any breach of the Anti-Bribery Laws by any law enforcement, regulatory or other government agency or any customer or supplier; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any breach of the Anti-Bribery Laws, or been debarred from bidding for any contract or business; or are public officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of the company. The bidder agrees that if, at any time, it becomes aware that any of the representations set out in this clause are no longer correct, it will notify SASSA of this immediately in writing.
- 20.6 Any breach of or failure to comply with the provisions of this clause shall be

deemed material and shall entitle SASSA to disqualify the bidder or terminate the contract.

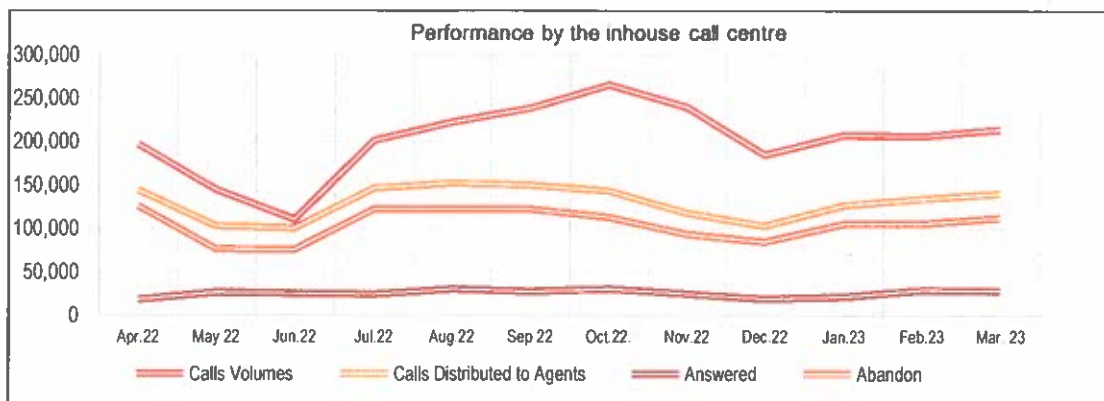
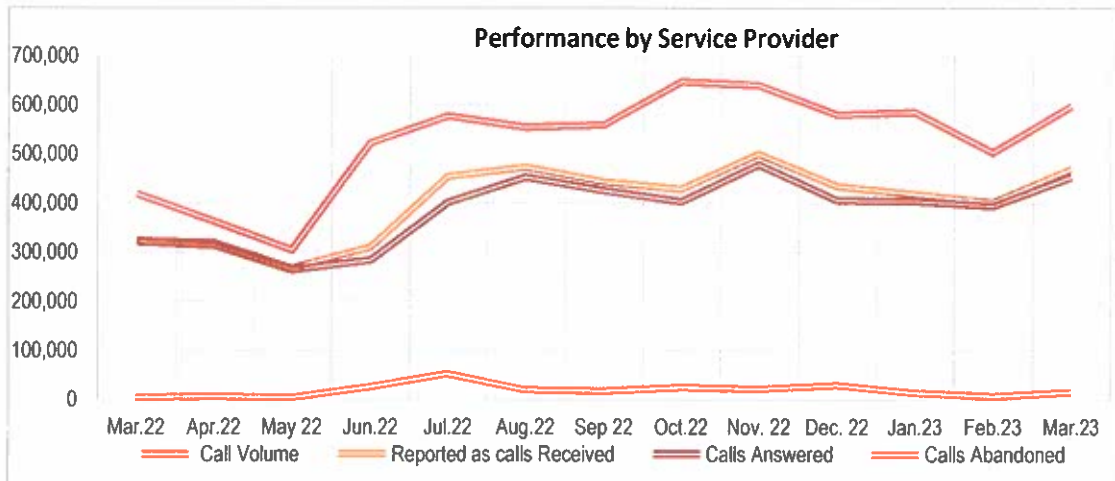
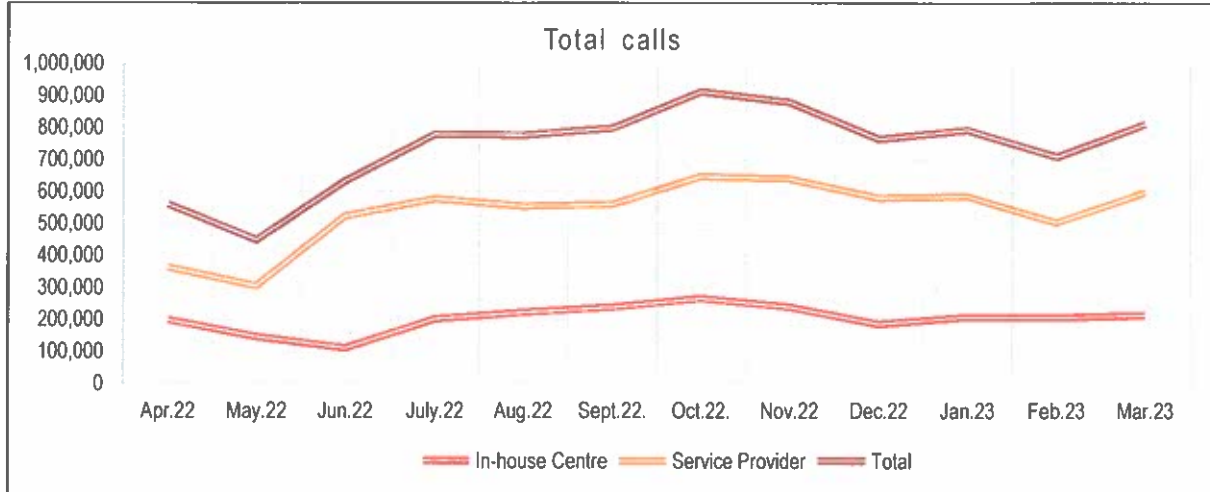
SECTION K: BID AWARD

21 AWARDING OF THE BID

21.1 The bid will be awarded to the successful bidder(s) in writing.

ANNEXURE A: SASSA CALL CENTRE STATS

Average calls received by SASSA call centres.



ANNEXURE B



CALL CENTER SITE VISIT CHECKLIST BIDDER TO FULLY COMPLETE PART A ONLY:

PART A:

1. The following information should be provided for purposes of a site visit:

- 1.1 Bidder Name _____
- 1.2 Bidder contact / telephone number _____
- 1.3 Bidder email address _____
- 1.4 Bidder physical address - where the call center is situated. In cases where the bidder call center agents work off-site, the Bidder needs to provide a location where they manage the call center systems and operations.

Bidder's Name: _____ Designation / Position: _____

Signature: _____ Date: _____

ANNEXURE B

PART B:

N.B. FOR OFFICE USE ONLY (SASSA TO COMPLETE THE BELOW):-

A. Site Inspection (Onsite Visit)	Weight 25	Scoring	Comments
Please Note: Onsite Visit: In this evaluation stage, SASSA will visit the selected bidders' premises. During the onsite visit, SASSA will verify information provided. Values: 1 = Poor; 2 = Average; 3 = Good; 4 = Very good; 5 = Excellent			
E.1. Statistical Report: Emails (source of information for the reports)	5		
E.2. Statistical Report: Call Volumes (source of information for the reports)	5		
E.3. AI Capabilities (system demonstration)	5		

ANNEXURE B

E.4. Facilities (e.g. physical evidence of available space, office space / layout). Please note that Physical Evidence of the facilities is required and sites must be active to allow SASSA to conduct a site visit.	5			
E.5. IT infrastructure (e.g. equipment, computers, CRM system)	5			

SASSA BEC Member (Name and Surname): _____ **Designation / Position:** _____

Signature: _____ **Date:** _____