sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA:109-23-ICT-HO

Bid Description: The South African Social Security Agency hereby invites bid proposals for the provision of ICT infrastructure & End user support, Maintenance & Service desk services.

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: 30 January 2024

Closing Date / Time: 20 February 2024 @11:00am

Enquiries:
Contact Person:Ms Shadi Leshika
Email: ShadiL@sassa.gov.za
Telephone number: 012 400 2392

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

Compulsory briefing session will be held on:
Date: 09 February 2024
Time:11:00 am
Venue: SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria

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

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**SASSA: 109-23-ICT-HO**	**CLOSING DATE**	**20 -02-2024**	**CLOSING TIME**	**11:00 AM**
DESCRIPTION	The South African Social Security Agency hereby invites bid proposals for the provision of ICT infrastructure & End user support, Maintenance & Service desk services for period of 36 months				
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**	
CONTACT PERSON	Ms Shadi Leshadi	CONTACT PERSON	Khanyiswa Rakgophala
TELEPHONE NUMBER	(012)400 2412	TELEPHONE NUMBER	12 400 2321
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	**shadil@sassa.gov.za**	E-MAIL ADDRESS	**khanyir@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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:**109-23-ICT-HO**
Closing Time **11:00 am**	Closing date **: 20 February 2024**

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)

- 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.

sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

STANDARD BIDDING DOCUMENT (SBD) 4

Full Name	Identity Number	Name of State institution

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:

80/20 or **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \text{ or } Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

80/20 or **90/10**

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

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 90/10 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 (90/10 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 (90/10 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	5	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 claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.				

Returnable document 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: ……………………………………………………

……………………………………………………

……………………………………………………

……………………………………………………

sassa

SBD 7.2

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: 109-23-ICT-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: ....

sassa

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 number ………………………dated…………………………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 AT ……………………………………ON………………………………..

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

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 (NIP) Programme

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.

Terms of Reference

sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

ICT INFRASTRUCTURE & END USER SUPPORT, MAINTENANCE & SERVICE DESK SERVICES

FOR

THE SOUTH AFRICAN SOCIAL SECURITY AGENCY

Contents

ACRONYMS AND ABBREVIATIONS

Abbreviations	Description
AD	Active Directory
ADSI	Active Directory interface
BI	Business Intelligence
CAR	Corrective Action Request
CAS	Central Authentication Service
CMDB	Configuration Management Database
CMS	Configuration Management System
CPU	Central Processing Unit
CSD	Central Supplier Database
DAG	Database Availability Group
DHCP	Dynamic Host Configuration Protocol
DNS	Domain Name System
DR	Disaster Recovery
DO	District Office
EA1	Enterprise Architecture
EA2	Enterprise Agreement
ECM	Electronic Content Management
EME	Exempted Micro Enterprises
ERP	Enterprise Resource Planning
HDD	Hard Disk Drive
ICT	Information Communication Technology
IMC	Intelligent Management Centre
IMACD	Installation, Move, Add, Create, Disposal

Abbreviations	Description
I/O	Input/output
IP	Internet Protocol
IPSec	Internet Protocol Security
ITIL	Information Technology Infrastructure Library
LAN	Local Area Network
LDAP	Lightweight Directory Access Protocol
LCM	Lightweight Communication
MIS	Management Information System
MPLS	Multiprotocol Label Switching
NAS	Network Attached Storage
NFS	Network File System
NIC	Network Interface Card
OEM	Original Equipment Manufacturer
OS	Operating System
PABX	Private Automatic Branch Exchange
PBX	Private Branch Exchange
PC	Personal Computer
PKI	Public Key Infrastructure
POP	Points of Presence
PRI	Primary Rate Interface
PSU	Power Supply Unit
PTO	Performance Tuning Optimisation
QoS	Quality of Service
RAM	Random Access Memory
RAID	Redundant Array of Independent Disks
RIP	Routing Information Protocol

Abbreviations	**Description**
RO	Regional Office
SASSA	South African Social Security Agency
SAN	Storage Area Network
SANAS	South African National Accreditation System
SCCM	System Centre Configuration Manager
SCOM	System Centre Operations Manager
SCSM	System Centre Service Manager
SCVMM	System Centre Virtual Machine Manager
SLA	Service Level Agreement
SITA	State Information Technology Agency
SOCPEN	Social Pension Grant System
SQL	Structured Query Language
TCP	Transmission Control Protocol
TMG	Threat Management Gateway
TOR	Terms of Reference
USB	Universal Serial Bus
UTP	Unshielded Twisted Pair
VAT	Value Added Tax
VLAN	Virtual Local Area Network
VOIP	Voice Over Internet Protocol
VPN	Virtual Private Network
WAN	Wide Area Network
WWAN	Wireless Wide Area Network
WAP	Wireless Application Protocol
WSUS	Windows Server Update Services
ZFS	Zettabyte File System

SECTION A – BACKGROUND

1. OVERVIEW

1.1. 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 the integrity of the whole system.

1.2. The Agency is currently structured as follows:

1.2.1 Head Office (Pretoria);

1.2.2 Regional Offices (in each Province);

1.2.3 District Offices (in each Region);

1.2.4 Local Offices (Under All District Offices in the Regions) ;

1.2.5 Services Points (Under All Local Offices in the Regions); and

1.2.6 In addition to the above all 9 regions have records management centre where all beneficiary records are stored and managed

1.3. The Agency currently has approximately 462 offices located nationwide; in addition to these offices there are service points which are mobile/virtual offices in all regions.

2. OBJECTIVE OF THE BID

2.1 The main objective of this Bid is to acquire ICT infrastructure & end user Support, Maintenance and Service Desk Services for a period of thirty-six (36) months

2.2 The successful bidder will be required to provide the following services but not limited to:

2.2.1 Support Services

This will involve performing reactive and proactive support activities according to the approved ITIL processes in line with ISO/IEC 20000 standard in all ICT infrastructure.

This includes, but not limited to Systems Administration, Database Administration, Backup & Restore Operations, Configuration Management, Change Management, Uptime and Availability Management, User Account Management & Registrations, Software & Hardware Testing and Validation, Current and New Software Deployment (inclusive but not limited to Software upgrades), Capacity Management and Security Management, according to the approved ITIL processes.

2.2.2 Maintenance Services

Maintenance Services refers to pro-active approach to preventing ICT problems and / or recurring incidents from happening, reducing risks, and maximising the uptime of the infrastructure components so that the required service availability levels are achieved.

This will involve conducting regular health checks, as well as performing routine maintenance (weekly, monthly and quarterly) on all technology platforms including preventative, adaptive and corrective maintenance activities in line with SASSA standards, OEM guidelines/recommendations and, best practises e.g. but not limited to ISO/IEC 20000.

2.2.3 Service Desk Services

The Service Desk Service will be running at the outsource location and must leverage on the integration of the Agency's technologies such as but not limited to the Microsoft's Active Directory, System Centre Configuration Manager, System Centre Operations Manager, ManageEngine, and must have a full Event Management and Major Incident workflow integration.

This will involve provisioning of the single point of contact capability together with the Service Management Capabilities such as but not limited to the management of Incidents, Problems, Requests, Changes, Releases and Third Parties.

2.2.4 Contingency Services

This will involve provisioning of unplanned service requirements that the Agency will require from time to time. This will also include rectifying and addressing operational or performance challenges of the technologies already in use.

These include but not limited to service requests, projects, break fix and SASSA events such as community outreach programmes.

2.3 In view of the background under overview and high-level scope as detailed in **paragraph 2.2** above, for purposes of the bid, the successful bidder should within the context of this bid quote to support approximately 450 offices with about 8000 users.

2.4 The bidder to also take note that they will be supporting users who assist beneficiaries from service points. These service points are run by the same users who fall within the 8000 user base and that service points do not operate 5 days a week but rather on specific/nominated days of the week. In exceptional cases, Service Points may be run over a weekend/Public Holiday

3. RESPONDING TO THIS BID

3.1 The bid is broken down into sections as indicated below:

3.1.1. Section A – Background;

3.1.2. Section B – ICT Structure and landscape;

3.1.3. Section C - the scope of this bid;

3.1.4. Section D – solution pricing and

3.1.5. Section E with the Evaluation Information.

3.2 Section C must be responded to in full using the prescribed Annexure A.

3.3 A **compulsory** briefing session will be held; and the date, time and venue will be communicated in the bid advert, failure to attend the compulsory briefing session will lead to the disqualification of the bidder and your response will not be considered.

3.4 Your proposal must clearly demonstrate the ability to comply with as well as fulfil the requirements.

3.5 Any additional attachment to the bid that is not accommodated on any response annexure must be clearly referenced both in the response annexure, and on the attachment itself. Failure to cross-reference will result in such attachments not recognised, and eventually not evaluated.

3.6 The bid consists of Mandatory Elements which are compulsory to comply with. These are elements that are indicated as "**Mandatory Element(s)**", or marked with three stars **(***)**.

3.7 Mandatory Elements **will** form part of the baseline service offering, and will **NOT** be negotiated down or out once the bid is awarded. Responding to this bid is also acknowledgement of this condition.

3.8 Bids must be submitted in line with any attached annexures, detailed specifications.

3.9 The Agency will contract and also conclude Service Level Agreement(s) with the successful bidder(s).

SECTION B – ICT STRUCTURE AND LANDSCAPE

1. ICT STRUCTURE

The Agency's ICT Structure is made up of four business units, namely ICT Operations, Information Management, Enterprise Architecture and Business Applications Support Centre.

1.1 **ICT Operations department** is responsible for the provision of enabling services to the Agency such as, but not limited to connectivity, communication, collaboration, Security, end-user support and computing.

As a result, it operates and maintains the ICT infrastructure, including the Computing, Networking, MPLS VPN, Telephony, Hosting Centres, Data Centres, Servers, Storage, and Security platforms.

1.2 **Information Management department** is responsible for the management of the Agency's information, including collaborative information, data warehousing, business intelligence, Agency's Internet and Intranet, Information Resource Centres and Research Support Function.

1.3 **Enterprise Architecture department** develops, maintains and governs the EA function across business, information, application and technology domains in alignment with organizational strategy. This department integrates the architecture process with related processes like ICT Governance, ICT strategic Planning and Quality Assurance.

1.4 **Business Support Centre department** is responsible for the provisioning of support and maintenance of the core business systems of the Agency, which includes amongst others the Oracle ERP, SOCPEN, SRD, BAS, BI, Biometrics, ICASS, Livelink etc. This department is also responsible for developing new business systems when required by the Agency.

2. TECHNOLOGY LANDSCAPE

The Agency's current technology landscape includes the following platforms:

2.1 **Computing Platform** inclusive of Desktop and laptops, tablets, smartphones, printers, scanners, projectors, presentation devices including monitors in executive's offices, desktop-related software;

2.2 **Local Area Network Platform** inclusive of networking cabling, network switches (wired and wireless), network cabinets and patching, UPSs, Enviroracks and Network Rooms with the accompanying facilities for such environmental equipment, access control and security equipment in the Network Rooms;

2.3 **Telephony Platform** inclusive of: Telephone Management System (VSA Rampage), Video and Teleconferencing Facilities, Call Centre Telephony (Genesys), Telephone Hand Sets, Session Border Controllers (Audio codes), Microsoft Teams, SIP service;

2.4 **Wide Area Network Platform** - Oversee the platform as it is managed by the MPLS Service Provider (MTN) – from the Router through to the MPLS to the Data Centres (Primary and Secondary), Internet connectivity, APN services (Vodacom), VPN service;

2.5 **Microsoft Platform** inclusive but not limited to directory services, DHCP and DNS services, file share services, electronic mail services; E365 products;

2.6 **Utilities Platform** inclusive of: remote assistance systems, software deployment systems, configuration management systems;

2.7 Applications Platform Oversee the platform as it is managed by various application services providers;

2.8 Storage Platform inclusive of but not limited to the SANs, Synchronisation of the Desktop and Network Storage, Backup and Restore, Offsite Backup storage;

2.9 Security Platform Overall responsibility for security is inclusive of Firewalls, Intrusion Prevention, Identity and Privilege Access Management, anti-virus and anti-spyware systems, patch management systems, Internet proxies and, Email spam/malicious content filtering solutions;

2.10 Collaboration Platform inclusive of but not limited to MS Teams, SharePoint.

A comprehensive Technology Landscape will be presented during the briefing session.

SECTION C – SCOPE OF THE BID

1. SUPPORT SERVICES

NB: Provide a comprehensive elaboration indicating the ability and compliance to the following requirements

1.1. Bidder must submit a proposal on how the first line and remote support will be used to increase efficiency in Incident Management and fulfilment of requests, considering that the Agency has invested in System Centre and VPN Technologies,

1.2. Bidder must ensure any call not resolved by first line support, must have been resolved at second and / or third level within the SLA time. This includes calls where a third party such as MTN, SITA, and Vodacom etc. is required to interact with the call.

1.3. ***Bidder must ensure that they keep stock of the most used equipment for loan purposes locally in order to achieve Service Levels, these being:

a) ***Computing stock*** such as but not limited to desktop printers, laptops, screens/monitors; (Computing stock must be in proportion to the number of users and be of the same specification or higher as the SASSA equipment, while keeping reserves to a manageable number in the storeroom)

b) ***LAN stock*** such as but not limited to Switches, WAPs, UTP Cables, and other related LAN Loaners;

c) ***WAN stock*** such as but not limited to, Routers, and other related parts, mobile SIM routers.

d) ***Peripherals*** such as biometric fingerprint scanners, hand held scanners.

1.4. ***For each call logged requiring desk side or site attendance support, Technicians / Engineers must already arrive at the site with the required stock as workaround to resolve the incident. There will be no excuse for poor performance resulting from prolonged downtime due to the correct stock not being on site within the SLA time.

1.5. ***All Back Office Incidents are to be resolved within 2 hours.

1.6. ****The Agency does not have Unified Support (previously known as premier support) with Microsoft, such support (equivalent to Premier/Unified support) will be provided by the successful bidder. This means that the successful bidder must have back to back agreements with the OEM where the successful bidder does not have skilled and experienced engineer.

1.7. ***The Agency is running an Oracle PCA environment and has only hardware support with Oracle, the successful bidder will be responsible for support and maintenance of the PCA. This means that the successful bidder must have back to back agreements with the OEM where the successful bidder does not have skilled and experienced engineer.

1.8. SASSA has hardware infrastructure support with various hardware partners. These support contracts provide faulty hardware replacement, access to firmware updates/patches, and telephone support. The winning bidder will be responsible for the implementation of firmware updates/patches and seeing through all calls up to resolution.

1.9. ***Front Office Incidents to be resolved as follows.

a) 1 Hour at Head Office;

b) 1 Hour at Regional Offices and Records Management Centres;

c) 2 Hours at District Offices; and

d) 2 Hours at Local and Service Points;

1.10. All Incidents (both Front Office and Back Office) that are not fully resolved, but have been operationalised through workarounds, must have been fully resolved within 20 working days noting that workarounds are not permanent solutions.

1.11. All Problems (both Front Office and Back Office) must have been resolved within 20 working days, where the implementation of a workaround will be measured as an incident resolution.

1.12. Facilitate all third party related incidents up to resolution for all equipment, where such is covered by OEM maintenance, this includes having enough loan equipment to implement workarounds within SLA time.

1.13. ***Resolve all incidents for all equipment, where such is **NOT** covered by OEM maintenance,

1.14. ***Conduct quarterly assessment on the state of the entire environment, covering all technologies, produce a report and make recommendations to correct identified gaps as well as implement recommended changes;

1.15. ***The Agency has an office at Walvis Bay in Namibia with one user. Bidder to elaborate how this office will be supported at no additional cost;

1.16. ***The bidder to provide the structure with KRAs of the skilled and experienced human resources that will deliver the services required in this bid ensuring that the service levels are met.

1.17. ***Bidder to provide proof of relevant qualifications and experience for the resources at service take stage on and as and when the resources are allocated

1.18. ***Bidder to acknowledge that should any of the resources not perform / under performs, the Agency reserves the right to recommend performance improvement and if that does not work, the Agency reserves the right to have that resource replaced , noting that resources performance management is the responsibility of the successful bidder.

1.19. ***Bidder to acknowledge and confirm that should any of the resources not be available to report on duty (be it that they are sick, on leave etc.), then there will always be an equivalent backup resource to ensure service continuity.

1.20. ***The successful bidder will be required to create and or update architecture documents, SOPs, as well as "How-To" Documents relating to changes and / or new technology implementations by various service providers.

1.21. ***Bidders must acknowledge that the Agency **will not** provide the following to their onsite resources, and these must be provided for by the bidder per resource:

a) Laptops;

b) LTE data card Connectivity;

c) Spares and Parts;

d) Parking

e) Internet Access

1.22. ***Bidders also acknowledge that the use of land lines/SASSA telephony services will be at the bidder's cost;

1.23. The bidder must conduct or perform the following daily information security operations tasks:

1.23.1. Ensure that all applications, operating systems and firmware are kept at the latest patch level or updates as required by OEM.

1.23.2. Deploy, maintain the anti-virus software to all devices including endpoints and servers. In addition, ensure that any virus detected is effectively removed from the network or devices.

1.23.3. Manage daily user access to applications, operating systems, databases, and all other ICT resources.

1.23.4. Security Auditing – record all logins to the databases, servers, and operating systems, and log all operations performed on sensitive data.

1.23.5. Implement any other required information security controls such as security certificates on web applications, encryptions as well as remedial actions from penetration tests and vulnerability assessments.

1.24. Conduct or perform the following daily information security risk functions:

1.24.1. Perform daily information security monitoring on the ICT environment, collect and analyse indicators of potential security threats, weaknesses and misconfigurations.

1.24.2. Implement and manage information security incident and response procedure. This includes analysis and investigation of security incidents on the ICT environment, providing investigation reports and recommending appropriate security measures to prevent similar incidents from re-occurring.

1.24.3. Participate in ICT projects and ensure that appropriate security controls are incorporated into the solutions or systems.

1.25. ***Perform complete vulnerability management scans and penetration testing on the ICT environment, collect and analyse indicators of potential security threats, weaknesses and misconfigurations, and produce four (4) Vulnerability Assessment Test and Reporting completed per annum.

1.26. *** Perform complete vulnerability management scans and penetration testing on the ICT environment, collect and analyse indicators of potential security threats, weaknesses and misconfigurations, and produce two (2) Penetration testing and reporting per annum for all SASSA externally published services (web services).

2. MAINTENANCE SERVICES

NB: Provide a comprehensive elaboration indicating the ability and compliance to the following requirements

2.1. The Successful Bidder will be required to perform Capacity Management and preventative maintenance in all ICT infrastructure, and provide the Agency with the accurate and updated Capacity Plan monthly and quarterly;

2.2. ***The successful bidder will be required to manage and monitor resources (RAM, hard drive etc.) capacity allocation and ensure that unused resources are reclaimed and reallocated as required on a quarterly basis; bidder to propose how optimal usage of resources will be fulfilled;

2.3. ***The bidder will be required to perform Quarterly Health Checks on all technologies as part of the baseline service offering. The health checks will assess/audit the design, configuration, including licensing for each technology/platform/system in scope for this bid. The intentions of the audit is to identify gaps/issues, develop plans, and address them.

2.4. ***The successful bidder will be required to implement recommendations of all approved Root Cause Analyses Reports. Bidder must propose an approach to fulfil this requirement, including the quality management thereof;

2.5. ***For all technologies, the successful bidder will be required to conduct monthly preventative maintenance in accordance with OEM guidelines and/or best practice.

2.6. ***The successful bidder will be required to keep accurate record of and communicate Infrastructure and service related risks to the Agency timely at the relevant platforms, and to maintain the Infrastructure-related Risk Register.

2.7. The successful bidder will be required to manage the availability of all platforms. This includes the measurement of all services to the Agency's internal users, and reporting on the availability thereof.

2.8. The successful bidder will be required to Operate and Manage User Account Management and Registrations processes for all Desktop, Microsoft systems, Utilities and Telecommunications services. Bidder must propose the most efficient manner of carrying this out, with a credible Audit Trail for audit purposes at both Regional and National Levels;

2.9. ***The successful bidder will be required to manage the Agency's configuration at the Desktop, LAN, Telecommunications, Server, Microsoft, Storage and Security Platforms. Bidder must propose a holistic approach to Configuration Management, and the detection of any non-compliance that may have been effected on the production environment, and the corrective action approach thereof;

2.10. ***The successful bidder will be required to perform Software Deployment on all equipment (e.g. New software, software upgrades, software patches, and service packs) according to the Agency's software stack and policies as part of the baseline service;

2.11. The successful bidder will be required to perform monthly software audits on all installed equipment, main objective is identification of unauthorised installed applications and define removal timelines.

2.12. The Agency is using Commvault as a backup solution, therefore the successful bidder will be required to perform Data Backups and Restores for all Systems in all platforms. Backups and Restore services will be for all Agency's Systems and Applications housed centrally at the venue of the current MPLS VPN Service provider;

2.13. ***The successful bidder will be required to store all backup media at an offsite storage;

2.14. The successful bidder will be required to perform Information Security enforcement (at an operational level) according to the Agency's Information Security Policies;

2.15. ***SASSA has a DR plan in place, and conducts disaster recovery testing on an ongoing basis SASSA. The bidder will be required to partake in the review and execution of the plan;

2.16. ***Post service take on exercise, in the event that there are technologies that are not configured in line with best practise for optimal performance, the successful Bidder will be required to rectify (architecture / configuration) at no additional cost to the Agency.

2.17. ***The successful Bidder to provide plan to integrate Front and Back Office staff. This includes, but not limited to engagements, training, and updating of its deployed staff.

2.18. ***The successful bidder will be responsible for ongoing maintenance of security patches by ensuring **ALL** the servers and workstations are fully patched.

2.19. Ensure SASSA's SCCM/WSUS servers are maintained and up to date with the latest security patches and updates and security patches are rolled out to end-user devices.

3. SERVICE DESK SERVICES

NB: Provide a comprehensive elaboration indicating the ability and compliance to the following requirements.

3.1. ***Propose the comprehensive service desk solution. Should the bidder propose the cloud solution/application/system, the winning bidder's cloud must be within the jurisdiction of the country, i.e. South Africa.

3.2. The successful bidder must provide the single point of contact service desk solution that will provide the following functionality with high availability:

a) Logging all relevant incident / service request / problems details through Telephone, Email and Event Management Workflows;

b) Fully fledged Incident Management function, ensuring that incidents are managed throughout their lifecycle;

c) Fully fledged Problem Management function; ensuring trend analysis and management of problems through to resolution, and implementation of preventative measures;

d) Fully fledged Event Management function, ensuring automatic incident logging for major incidents, and alerts to the affected stakeholders both when incidents are logged and resolved;

e) Fully Fledged Configuration Management function, ensuring management of all Service Assets and relationships thereof in the various Configuration Management Databases through related processes; and

f) An operational Vendor Management function where third party-related incidents are logged with third parties, and managed through original incidents' child calls throughout their lifecycle;

3.3. ***The availability of the Service Desk as a fully interactive service must be between 07h00 and 18h00 during week days;

3.4. Service Desk to have functionality to log calls telephonically, via email and must have a web interface included for users to track their calls by entering the acquired reference number;

3.5. As part of the Interactive Service Desk Service, manage calls nationally, where access to the system will be made available to various groups both within the Agency and the various resolver groups, including third parties for viewing and updating;

3.6. ***Provide sufficient access to all Resolver groups, Service Coordinators, Assignees to the Service Desk and officials of the Agency or its representatives including external vendors. Service desk system must provide access as follows:

a) 50 x Analysts (can update); and

b) Up to 100 Assignees;

3.7. ***Provide as part of the Service Desk Service the capability for Bulk SMS communications for the notices and alerts;

3.8. ***The Service Desk to have the following knowledge base to which all analysts must also have viewing access to:

a) Incident Resolution Information per incident, attached to the type of the incidents, to create a Troubleshooting Knowledge Base;

b) Known Error information for all resolved problems, creating a Known Error Knowledge Base and also to create a Troubleshooting Knowledge Base for complex problems;

c) Change Closure Information per Change, attached to the type of changes, to create a Change Success and Failure Profile for known types of changes;

d) Service Request check list for the logging of all types of service requests;

3.9. ***Problem Management component to have a Root Cause Analyses Report repository to be linked to each problem, searchable, and to be a compulsory requirement for the closing of all problems;

3.10. Service Coordinators of each resolver group (Support Organisation) to have the ability to further assign the calls to the relevant Technician / Engineer.

3.11. Service Coordinators to be able to:

a) update calls and put them to the Resolved Status;

b) communicate with users keeping them informed of progress of incident progress, notifying them of impending changes or agreed outages etc.;

c) conduct customer/user satisfaction call backs/surveys as agreed;

d) update the CMS under the direction and approval of service asset and configuration management;

3.12. Field Support Engineers NOT to be able to:

a) Close the calls;

b) Re-open the calls;

c) Put the calls to pending status;

d) Change the Priority / Urgency of the calls; and

e) Change the call types;

3.13. ***System **NOT** to allow back-dated updating where SLA measurements are concerned;

3.14. Capture all the Third Party SLAs on the relevant tools for SLA performance measuring;

3.15. ***Successful bidder to propose **one** system to be used for call logging, assignment, resolving and monitoring by all stakeholders;

4. CONTINGENCY SERVICES

NB: Provide a comprehensive elaboration indicating the ability and compliance to the following requirements

4.1. ***The bid value should be inclusive of Contingency Services being 5% of the Bid value;

4.2. ***Any other service requests and break-fix requirements will be classified as Contingency Services, except for the approved change requests implementation, which will be part of the baseline service offering;

4.3. ***The bidder to cost the attached Contingency Services Attachment 2;

4.4. ***The Bidder to indicate acceptance of the following principles in managing the Contingency Service Requests:

a) The performance of the Contingency Services will be at no cost to the agency for the first fifty (50) requests per region per month, where Head Office is also seen as a region;

b) The successful bidder will not charge travelling and accommodation for the fulfilment of the contingency services requests;

c) Successful Bidder will not add more than 10% mark-up for spares in any Contingency Service Request, where the Agency will have the right to verify prior to approving, and conduct spot checks thereafter;

d) Successful Bidder shall have given the Agency a quote for each Contingency Service Request within 24 hours of being logged, where the Agency will either approve or reject within the next 24 hours;

4.5. *** Bidder to indicate acceptance of the following principles in managing the Break-Fix:

a) Successful Bidder will only charge for the parts;

b) Successful Bidder and the Agency will agree on the Price List for the Known Break-Fix Parts on a quarterly basis, where the Agency will have a right to benchmark the list prior to agreement;

c) Successful Bidder will not add more than 10% mark-up for all Contingency requests where the Agency will have the right to verify prior to approving, and conduct spot checks after the effect;

d) Successful Bidder shall have given the Agency a quote for each break-fix within 24 hours of being logged, where the Agency will either approve or disapprove within the next 24 hours, where if not, a Corrective Action Request will be raised against such a delay;

4.6. ***The Agency will require the support for community outreach programs events such as community outreach programs, ICROP and other events to which the Agency may be invited. (*These refers to community services provided at community halls, stadiums etc. for the service delivery improvement)*

5. CAPABILITY AND GENERAL PROVISIONS OF THE SERVICE

NB: Provide a comprehensive elaboration indicating the ability and compliance to the following requirements.

5.1. ***The successful bidder will be provided minimum of 1 (one) month service take-on opportunity after the awarding of the bid, which will provide them an opportunity to understand the Agency environment such that they structure and allocate resources in such a way that they achieve operational efficiency, this will be at **NO** additional cost to the Agency;

5.2. ***While SASSA has signed and EA with Microsoft for E3 licensing package, SASSA does not have a unified support (previously known as premier support) with Microsoft, so the successful bidder will be required to support SASSA's Microsoft technology end to end;

5.3. *** SASSA is running Oracle PCA and ZFS and has only hardware support with Oracle. The successful bidder will be required to support the Oracle PCA and ZFS environment end to end to end;

5.4. ***The services from this engagement will be premised on the following principles:

a) All resources used in this engagement must be dedicated to the Agency;

b) The successful bidder will be allowed to use all the tools that the Agency have for the management of the environment, however it will be the successful bidder's responsibility to ensure that such tools are configured accordingly to best support operations at no additional cost to the Agency.

c) All technical resources to be used to deliver these services should have the necessary skills, experiences and have positive security clearance; (verification and results to be conducted and shared prior to assumption of the contract).

d) Support and Maintenance Services must have a direct impact on the reduction of incidents and problems within the business of the Agency.

e) Any incidents and or problems that occur due to poor or lack of operational and / or maintenance activities, such will bear direct cost to the Service Provider;

f) In instances where contingency services for outreach programs and ICROP etc. happen during office hours, the Agency will not be billed and those will be treated as baseline service.

5.5. ***The Agency requires national footprint such that there will not be charged for travelling and accommodation for rendering of these services. A List of the Agency's offices is attached here-to as Attachment 1, bidder to provide a support structure in line with the attached;

5.6. ***The bidder agrees as part of the condition of award that 50% of each service element monthly fee will be subject to service credits (penalties). Bidder to indicate acceptance with this statement;

5.7. ***The successful bidder will be measured on, **but not limited to** the following Minimum Performance elements and standards. Bidder to indicate acceptance with this statement, and that fact that these are not the only performance standards for these services;

a) 98% of all incidents to have been resolved within SLA, where 0.5% of the creditable amount per percentage point below the agreed SLA will be credited;

b) 98% of all problems to have been resolved within 20 days, where 0.1% of the creditable amount per percentage point below the agreed SLA will be credited;

c) 2% repeat calls are tolerated 0.1% of the creditable amount per percentage point above the agreed SLA will be credited:

5.8. ***Should there be circumstances beyond that of the Agency and the winning bidder's control and resources are required to work from home (like the Covid 19 outbreak), rendering of services will be achieved without compromising service performance.

5.9. Bidders bidding as single company, a Joint Venture, Consortium, or sub-contracting, the following documentation about **each company** be it single, within a Joint Venture, Consortium, or companies to be sub-contracted here-to must be included:

5.9.1. Company Profile;

5.9.2. Proof of Tax Clearance Status / PIN / CSD Number

5.10. ***Bidder must ensure that disputes within the Joint Venture, Consortium, or with sub-contractors will not affect the service provided to the Agency at any given time. The bidder must elaborate the approach and how the disputes will be resolved without any impact to the Agency;

5.11. ***Bidders must demonstrate at least minimum 3 years track record for the rendering of all these services (ICT Infrastructure & end user support, maintenance and service desk services) to 8000 or more users and as per the scope of this bid.

SECTION D – SOLUTION PRICING

1. SOLUTION PRICING

NB: Please attach the Solution Pricing for this part of the proposal

1.1. The bidder must please provide the detailed pricing for the above-mentioned solution in any format, sub-totals and totals must be the same as the below-mentioned summary

1.2. Please structure the summary of the pricing as follows, see Annexure C:

a) Service Desk services;
b) Support services;
c) Maintenance services;
d) Contingency services (5% of the total bid price);

1.3. The pricing thereof will be deemed to have included all the elements of the services to make the services available for the duration of the contract, and that the price will be fixed for the duration of the contract.

SECTION E – EVALUATION INFORMATION

1. EVALUATION OF THE BID

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

1.1.1. Stage One

- Phase One: Special Conditions
- Phase Two: Administrative Compliance
- Phase Three: Functionality Criteria

1.1.2. Stage Two

- Phase One: Price and Specific Goals

Stage One: Phase One: Special Conditions

- Bidders must demonstrate at least minimum 3 years track record for the rendering of all these services (ICT Infrastructure and End User Support, Maintenance and Service Desk services) to 8000 or more users and as per the scope of this bid. Complete the attached **Annexure B** for your previous and current projects,
- Bidders are to provide signed reference letters with contact name and numbers for all the project listed in the annexure, and the letters must be in the letterhead of the clients. Contracts running concurrently, cumulatively and non-cumulatively will be considered. Bidders should note that the reference letters will be used to verify information provided on Annexure B.
- Bidders must attend a compulsory briefing session as per the date, time and venue specified in the tender advert.

NB: Failure to comply with all the above requirements will invalidate your bid.

Stage One: Phase Two: Administrative Compliance

Bidders must submit the following:

- Tax Compliance Status Pin
- Proof of registration with Central Supplier Database (CSD)
- Submission of all **FULLY COMPLETED** SBD forms is a requirement

NB: Failure to submit the above may invalidate your bid.

Stage One: Phase Three – Functionality Evaluation

The table here-below contains the weights of each Functional Requirements component. The response template, Annexure A has the details against which the bidder will be evaluated for this criteria.

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

EVALUATION CRITERIA	
Stage One Phase Three – Functionality Criteria	
Functionality Criteria	**Weights**
Support	35
Maintenance	35
Service Desk	15
Contingency Services	5
Capability	10
Total Weight	**100**

NB: Bidders who score less than 70 of the 100 points of the Functionality Points will be disqualified, and thus will not be evaluated further.

Stage Two: Phase One. Price and Specific Goals

Points awarded for Price and Specific Goals:

Price and Specific Goals	**100**
Price	90
Specific Goals	10

Price

$$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Specific Goals

Specific Goals	**Number of points (90/10 system)**
B-BBEE Status Level 1-2 contributor with at least 51% black women ownership	10
B-BBEE Status Level 3-4 contributor with at least 51% women ownership	9
B-BBEE Status Level 1-2 contributor with at least 51% black youth or disabled ownership	8
B-BBEE Status Level 1-2 contributor	7
B-BBEE Status Level 3-8 contributor with at least 51% youth or disabled ownership	5
B-BBEE Status Level 3-4 contributor	3
B-BBEE Status Level 5-8 contributor	2
Others	0
Note: In the event of a bidder claiming more than one specific goal category, the Agency will allocate points based on specific goal with the highest points. The highest points will be confirmed with the BBBEE Certificate/Sworn Affidavit submitted by bidder/CIPC etc.	

a) Bidders should submit a B-BBEE verification certificate from a verification agency accredited by the South African National Accreditation System (SANAS) and/or CSD MAAA number and/or a sworn affidavit indicating the percentage of all shareholders and signed by the commissioner of oaths, all the company shareholders and/or owners, to claim specific goals.

b) Failure to submit shall be interpreted to mean that preference points for Specific Goals are not claimed.

2. BID CONDITIONS

2.1. The Agency reserves the right not to award the bid at all.

2.2. The Agency reserves the right to conduct background check / screening of the successful bidder's resources.

2.3. The Agency reserves the right to negotiate the price with the successful bidder.