



**sassa**  
SOUTH AFRICAN SOCIAL SECURITY AGENCY

## NOTIFICATION OF TENDER ADVERT

**Bid Number: SASSA: 39-23-ICT-HO**

**Bid Description: SASSA hereby invites service provider/s for support and maintenance of SRD system**

**Name of Institution: South African Social Security Agency (SASSA)**

**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: 06 September 2023**

**Closing Date / Time: 21 September 2023 @11:00am**

**Enquiries:**

Contact Person: MsShadi Leshika

Email: [srd2023@sassa.gov.za](mailto:srd2023@sassa.gov.za)

Telephone number: 012 400 2392

FAX Number:

**Where bid documents can be obtained:**

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

<https://sassa.gov.za>

**Physical Address: Where bids should be delivered:**

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

**Compulsory Briefing Session yes**

**Date: 11 september 2023**

**Time: 11: 00 am**

- Bidders must register their company name and contact details of one representative for the briefing session. Virtual briefing session will be conducted.
- Bidders will be expected to identify themselves (company representing) during the briefing session. The session will be recorded for confirmation purposes.
- Details (to register their company name and contact details of one representative for the briefing session) must be send to email address: [srd2023@sassa.gov.za](mailto:srd2023@sassa.gov.za)
- Bidders will have 5 days from date of advertisement to submit their registration details via email.



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

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](http://www.sassa.gov.za)



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SASSA)</b>					
BID NUMBER:	SASSA: 39-23-ICT-HO	CLOSING DATE:	21 September 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	SASSA hereby invites service provider/s for support and maintenance of SRD system				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA HEAD OFFICE, GROUND FLOOR; 501 PRODINSA BUILDING, CNR. STEVE BIKO AND PRETORIUS, ARCADIA, 0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Shadi Leshika	CONTACT PERSON	Ms Moipone Shabalala		
TELEPHONE NUMBER	012 400 2392	TELEPHONE NUMBER	012 400 2474		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	srd2023@sassa.gov.za	E-MAIL ADDRESS	srd2023@sassa.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No {IF YES ENCLOSE PROOF}		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No {IF YES, ANSWER THE QUESTIONNAIRE BELOW }
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>			
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).			
<b>2. TAX COMPLIANCE REQUIREMENTS</b>			
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .			
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 PIN 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."			
<b>SIGNATURE OF BIDDER:</b>	.....	<b>DATE</b>	.....
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>	

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

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: 39- 23- ICT- HO
Closing Time 11:00 am	Closing date 21 September 2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- |   |  |                                   |
|---|--|-----------------------------------|
| - | Required by:                                     | .....                             |
| - | At:  | .....<br>.....                    |
| - | 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                     | .....<br>*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 interest<sup>1</sup> 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.

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



## STANDARD BIDDING DOCUMENT (SBD) 4

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

**2.2.1** If so, furnish particulars:

.....

.....

.....

.....

.....

.....

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

**2.3.1** If so, furnish particulars:

.....

.....

.....

.....

.....

### 3. DECLARATION

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

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

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

## **STANDARD BIDDING DOCUMENT (SBD) 4**

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

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

**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
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

#### **3.2.1. POINTS AWARDED FOR PRICE**

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

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{\max}$  = 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:** .....

## **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).....SASSA.... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number...39-23-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;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - 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: .....

## 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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

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

## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)



# sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

## **SOUTH AFRICAN SOCIAL SECURITY AGENCY**

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### **Social Relief of Distress (SRD) System Support and Maintenance Terms Of Reference**



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

South African Social Security Agency

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## ACRONYMS

Acronym	Description
<b>AD</b>	Account Domain
<b>AGSA</b>	Auditor General of South Africa
<b>API</b>	Application Programming Interface
<b>AVS</b>	Account Verification Service
<b>B-BBEE</b>	Broad-Based Black Economic Empowerment
<b>BSC</b>	Business Solution Centre
<b>CEO</b>	Chief Executive Officer
<b>CFO</b>	Chief Financial Officer
<b>DBA</b>	Database Administrator
<b>DSD</b>	Department of Social Development
<b>DPSA</b>	Department of Public Service Administration
<b>CSV</b>	Comma Separated Values
<b>EFT</b>	Electronic Funds Transfer
<b>eKYC</b>	Electronic Know your client
<b>FAR</b>	False Acceptance Rate
<b>FRR</b>	False Rejection Rate
<b>GEPF</b>	Government Employees Pension Fund
<b>HAProxy</b>	High Availability Proxy
<b>LOB</b>	Line of Business
<b>MS AD</b>	Microsoft Account Domain
<b>NGINX</b>	Engine-X
<b>NSFAS</b>	National Student Financial Aid Scheme
<b>NT</b>	National Treasury
<b>NRP</b>	Non-Repudiation Program
<b>HO</b>	Head Office

<b>ICT</b>	Information Communication Technology
<b>IJS</b>	Integrated Justice System
<b>ICCAS</b>	Integrated Customer Care Solution
<b>IBM MQ</b>	International Business Machine s- Message Queues
<b>JPA</b>	Java Persistence API
<b>OTP</b>	One Time Pin
<b>OS</b>	Operating System
<b>PCA</b>	Oracle Private Cloud Appliance
<b>PERSAL</b>	The Personal and Salary System
<b>PERSOL</b>	The Personnel Salary System used by SANDF and the Department of Defence
<b>RAC</b>	Real Applications Cluster
<b>RO</b>	Regional Offices
<b>SASSA</b>	South African Social Security Agency
<b>SARS</b>	South African Receiver of Revenue
<b>SAFPS</b>	Southern African Fraud Prevention Service
<b>SFTP</b>	Secure File Transfer Protocol
<b>SRD</b>	Social Relief of Distress Operational Application used by internal SASSA
<b>SRDOPS</b>	Social Relief of Distress Application
<b>SMS</b>	Short Message Service
<b>SOA</b>	Service Oriented Architecture
<b>Service Provider</b>	In this document reference to Service Provider also means Bidder and vice versa
<b>Response Template</b>	Microsoft excel spread sheet provided by SASSA to all Bidders to complete with Resources information and costs
<b>UIF</b>	Unemployment Insurance Fund
<b>USSD</b>	Unstructured supplementary service data
<b>VM</b>	Virtual Machine

## SECTION A – OBJECTIVES AND BACKGROUND

### 1. OBJECTIVES

#### 1.1. Objectives of Terms of reference

- 1.1.1. The main objective of this Terms of Reference is to acquire an all-inclusive SRD System Support & Maintenance Service for the South African Social Security Agency for a period of three (3) years from period of award.
- 1.1.2. SASSA requires a comprehensive service for support and maintenance of the current application.
- 1.1.3. SASSA also requires new development on the solution which will include the below:
  - a. Implementation and support and maintenance of SASSA WhatsApp for grant application, re-confirmation and enquiries of all SASSA grants (Social grants and SRD or equivalent)
  - b. Implementation and support and maintenance of a standalone capability to create and send means test and payment files for all grants in accordance to Bankserv file format
  - c. Implementation and support and maintenance Electronic Know Your Client (eKYC) verification solution
  - d. Implementation and support and maintenance of system driven verification and reverification process v/s the current data scripting driven verification process that requires high levels of access and manual data processing.
  - e. Implementation and support and maintenance of a solution to facilitate the "Account Referral" solution where SASSA will integrate with commercial banks (via BankServ) to provide banks with customer details (For SRD and Social grants) for account opening and receiving bank account details back from participating banks.
  - f. Implementation and support and maintenance of Oracle SOA Suite to Orchestrate long running and file based integration processes.
- 1.1.4. It must be noted that the majority of this contract workload is attached to the support and maintenance of current functionality and any enhancement (**Refer to TOR Section 2: Background to the organisation, page 7-12 on the entire solution components**)

- 1.1.5. Bidders to note that enhancements also include any enhancements to the current SRD 350 grant functionality OR in case of regulation change where the grant is renamed or repurposed to a different grant type during the 3-year
- 1.1.6. Bidders to also note that the support and maintenance for the below implementation required will form part of the current functionality support and maintenance once implemented.
- a. Implementation of system driven verification and reverification process v/s the current data scripting driven verification process that requires high levels of access and manual data processing.

## **2. BACKGROUND**

### **2.1. Background to the Organisation**

- 2.1.1. As a government entity, SASSA executes an important mandate as part of the service delivery model to alleviate poverty. In meeting its mandate, it is required to have processes, structures and systems in place to ensure that the services are delivered efficiently, cost-effectively and to the satisfaction of those who benefit from these services, namely the customer.
- 2.1.2. SASSA has implemented a web application (SRD) running on Oracle Private Cloud Appliance (PCA) which consist of the following:
- 2.1.2.1. Oracle database (RAC)
  - 2.1.2.2. WebLogic application server (Application server)
  - 2.1.2.3. NGINX (Web Server)
  - 2.1.2.4. KRAKEND (API Gateway)
  - 2.1.2.5. Load Balancers (HAProxy)
  - 2.1.2.6. OS (Oracle LINUX +ALPINE LINUX)
- 2.1.3. The solution is developed using Angular in an open source Typescript - based
- 2.1.4. Any internal user web consoles use Oracle access manager for API access tokens and MS AD for authentication.

**2.2. Usage of the SRD system and Solution Implemented for the SRD 350 grant****2.2.1. SASSA Implemented a SRD solution with the following scope of work:**

- a. Capability for citizens to submit applications through multiple channels, including Website, WhatsApp and Mobile Application
- b. Verification against databases from external entities including Identity verification through IJS,
- c. Perform means testing through the Banks. SASSA integrates with the banks for means testing and cash send payments via Bankserv as the main channel. SASSA has backup SFTP channels with some of the banks. SASSA envisages to extend these channels with direct API based integration with banks where and when such integration becomes supported and needed.
- d. Capability to verify the bank account details through National Treasury web service
- e. Capability to assess application risk through Risk mitigation companies i.e. SAFPS, TransUnion, as well as internal risk scoring criteria.
- f. Capability to provision to and receive files from external entities for verification through APIs, SFTP, IBM MQ, Batch files modalities.
- g. Capability to provision data to internal systems through internal API's and SFTP i.e. ICCAS, Online grants application system, Socpen and BI
- h. Provision outcome of application through SMS, Mobile Application message push and enquiry, enquiry on and WhatsApp
- i. Capability for clients to select preferred method of payment which currently includes EFT, Cash send with different banks, and Postbank (Virtual cards payments).
- j. Capability to provide outcome per application assessed on a monthly basis
- k. Capability to create the payment files according to the specifications agreed with Banks and payment service providers as well as reconcile the payments not successful i.e. VET file responses, EF70 responses and returned cash send responses.
- l. Capability to reconcile payments not redeemed from Postbank and Cash send facilities.
- m. Capability to notify Postbank clients of their applicable payment dates.

- n. Capability for SASSA employees to modify client's sensitive information through the SRD Operations Support (SRDOPS) module using the Non-repudiation programme which uses fingerprint and card to authorise transactions.
- o. Capability for clients to cancel and reinstate SRD grants on the Website and MobileApp.
- p. Capability for clients to Appeal their rejected applications with DSD using the Website.
- q. Capability for DSD to use verification data to adjudicate Appeal applications.
- r. Capability to interface the SRD application module and Appeals module to update the status of the Appeal outcome, pay the successful Appeal applications and avail the outcome on the Website, Mobile Application and WhatsApp.
- s. The number of clients that the solution processes per month can be depicted as per below:

**SRD:** Up to 15 million applications verified per month with a current average of 8 million being approved and paid.

**Social Grants:** (For consideration for the stand alone capability- refer to par 1.1.3 (b) page 6): 18 million grants paid on a monthly basis

- t. It must be noted that the solution accepts all recent versions of browsers like Chrome, Firefox, Safari, Safari for iOS, Internet Explorer v 9 to 11 and MS Edge. Other browsers that share a similar codebase are also supported.

**The usage of the system can be further explained through the below process:**

**2.2.2. Onboarding:** Applicant submit SRD grant application using various channels (Web site, USSD and WhatsApp). The website is the main application submission channel as the WhatsApp and USSD channels capture minimum information and further linked to the website for application completion, including providing responses to employment and income questions as well as capturing of payment method and banking details (Note that SASSA has a capability with banks to source the bank account information directly or request pre –account opening where client gives such consent). This process on the website is linked to a Managed Network Operator services for OTP functionality to authenticate user through cellphone number provided

2.2.3. Beneficiaries can confirm their need for the grant as well as updating contact and personal details, cancel and reinstate the application through the web and Mobile Application channels. Applicants can also check their application and payment status through the existing channels as well as change their payment method and details. It should be noted that the solution caters for and requires support and maintenance for three distinct onboarding systems:

- a. Onboarding of applicants who have a 13-digit South African ID number for the SRD R350 grant.
- b. Onboarding of Asylum Seekers and Special Permit Holders who do not have a 13-digit South African ID Number for the SRD R350 grant.

2.2.4. **Payment/Banking details verification:** As and when an applicant is approved for the first time, or if already approved historically for one or more periods, the system looks for the latest bank/payments detail record for the applicant. If this record is not verified, the record is included in an Account Verification file, which is submitted to National Treasury on a daily basis for verification via a web portal provided by them. National Treasury also returns verification response files to SASSA on a daily basis, which must be manually downloaded via the same portal.

2.2.5. **Postbank account provisioning:** Applicants have the option of selecting a payment channel through Postbank virtual card accounts. As and when an applicant is approved for the first time, or if already approved historically for one or more periods, new Postbank account requests are extracted in a specific file format and sent to Postbank via an SFTP service. Postbank then opens accounts for these applicants and sends account details back to SASSA via the same SFTP file interface. The newly created accounts are then manually uploaded into the SRD system where they are then ready to be used for payment. Under normal circumstances, SASSA will send and receive these files to Postbank on a weekly basis.

The Postbank account applicants can claim their payments from a group of retailers, where the applicant's cell phone number is used to send a redemption code. It is therefore critical that the cell phone number details captured by applicants on the SRD system be in synch with the cell phone number details at Postbank. For this reason, SASSA provides Postbank with all changed and/or new cell phone numbers every 3 days via an SFTP file interface. It should further be noted that Postbank accounts are requested and provisioned for both South

African 13-digit ID nr holders, as well as Asylum Seekers and Special Permit Holders.

**2.2.6. Verification:** All applications submitted via the 3 on-boarding applications mentioned above, are de-duplicated and staged in a table for monthly full reverification and assessment in the respective three systems using application (screening) questions as well as verification against various data sources.

a. The following data sources are included:

- i. DHA PIP service for identity verification and Life status confirmation
- ii. Verification against Internal database Socpen and well as external databases including SARS, UIF, PERSAL, PERSOL GEPF, NSFAS, Department of correctional services databases and any other additional databases as determined from time to time by SASSA
- iii. Banking details against the AVS service of National Treasury.
- iv. Means check against set thresholds through the Banks
- v. On average, two sets of means test files are submitted to participating banks every month.
- vi. Part of the response processing includes the generation of invoice files that are used to check the invoices that banks submit to SASSA for this process. Checking the submitted invoices against these files and communication with SASSA finance and the banks in this regard forms part of the support process.
- vii. Applicant risk assessment through Experian, TransUnion and SAFPS. Applicants identified as high risk are placed on referred status to enable the affected clients to confirm identity through the Biometric (Facial) authentication application linked and other internal fraud prevention methods before payment can be released.
- viii. All of the files received from internal and external providers are transformed to prepare the data for the verification process.
- ix. For audit and reprocessing purposes, copies of all verification data sets in the raw and transformed formats are held for each verification run, of which there are many each period/month.

b. The verification process is run for the following 3 scenarios at a minimum:

- i. SA ID holder, historic (carried forward) applications.

- ii. Asylum Seekers and Permit Holders.
  - iii. Appeals applicants.
  - c. The solution involves high volumes verification processing and therefore business rules for verification purposes are implemented and compiled in JAVA programs, based on the below principle:
    - i. Transformation rules are applied to the external and internal files received, wherein the output thereof is files used for verification purposes
    - ii. Extensive large data caches are used as part of executing (i) above
  - d. Communication of outcome to the applicant i.e. failed account verification, is done through automated SMS capability linked to an event (Using Mobile Network Operator services)
  - e. Approved applicants with valid payment details are extracted to a staging table and flagged for payment on a specific date for a specific period. Current period and historic period payments are processed on a regular basis. Provision for almost constant payments are therefor made. Payment files for these records is extracted for payment using the Bankserv prescribed file format and controls and send to Bankserv for payment.
  - f. Funds are paid through EFT or Cash Send services
  - g. Reconciliation of funds not successfully credited is received from Bankserv (through VET & EF70 files) and records payment status updated with the status
- 2.2.7. **Appeals:** Applicants whose application has been declined have a choice to Appeal the outcome through the Department of Social development (DSD) Independent Tribunal. The capability is a standalone channel created for DSD which is interfaced to the SASSA system.
- 2.2.8. The SRD Operations Web Application (SRDOPS) is used by the internal SASSA delegates to assist clients to change their details and other administrative processes.
- 2.2.9. It must be noted that the processing volumes for this solution (SRD) are high i.e. the solution process applications up to 15 million per month

## **SECTION B – SCOPE AND EXTENT OF THE SERVICES**

### **1. SCOPE OF THE TERMS OF REFERENCE**

#### **1.1. REQUIRED SERVICES**

The successful bidder will be expected to execute and conduct the following services / tasks for the Agency for a period of 3 years:

- 1.1.1** Provide centralised (based in Head Office) 50 % on-site and 50 % off-site support and maintenance services to the Agency by supporting all SRD web application and SRD OPS application and future new developments (as outline on 1.1.3 page 6), as well as the users and business users whose work is related to the system or integrates with the system, with effective and efficient direct support and maintenance services which will accrue to the benefit of SASSA Head Office as well as the SASSA Regions, District and Local Offices.

**1.1.2 Support & Maintenance services of the environment entail the below:**

The successful Bidder will be required to provide a comprehensive service to SASSA for all Business Support and Maintenance services for a period of 3 years, as detailed below:

##### **1.1.3.1. First Line Support**

- a. Support services will firstly include the attendance to all incidents reported through an (existing SASSA Incident management system) call management system which will sit at first line support.
- b. In this regard and in line with the requirement for the provision of services, the bidder must ensure that it will provide support staff with appropriate skills, experience and fluency in English language to carry out the services defined. Despite this being a fully provided services contract; resources must be available at a minimum between 07:30 in the morning till 17:00 in the afternoon.
- c. The following activities relating to the Application are to be done as part of the on-going inclusive services for the 3-year period:
  - i. Problem Analysis;
  - ii. Allocation of severity and priorities
  - iii. Obtaining user acceptance where required
  - iv. Informing SASSA users of progress
  - v. Following up on problem resolution;

- vi. Applying / Testing / Demonstrating corrective processes suggested by Oracle with assistance of Support Staff / DBA;
- vii. Guiding users;
- viii. Following BSC change management procedures;
- ix. Assisting / guiding problem identification / resolution of problems not related to Application but affecting the service delivery to users of the Application;
- x. Performing user access management support

***Important to note that 80-90% of service requests must be resolved at first-line support.***

#### **1.1.3.2. Second Line Support - Functional**

Support services will firstly include all the services mentioned under first line support, as well as the attendance to all incidents reported through a call management system. It thus pertains to the investigation, analysis and solution design of requested assistance and enhancements, such as:

- a. Report Modifications and new Reports
- b. Change of processes / New Processes mapping within the Solution implemented
- c. Changes for improvements of existing processes
- d. Software version upgrades & all enhancements;
- e. Following BSC & organisational change management procedures;
- f. The bidder will organise additional resources for that time without any additional cost when there are increased problems, increase in call volumes or urgent resolutions that need additional resources
- g. On occasion, communication with technical support is needed round the clock or other critical incidents; at least one resource should be present round the clock (24/7) until FULL resolution has been achieved
- h. Responsible for all investigations, development of test scenarios and test scripts and development / updating of all test related documentation in terms of all implementations, re-implementations, enhancements and system upgrades. (Please note that all enhancements and upgrades are included in the support and maintenance services and will not be costed and paid for separately)

- i. Also responsible for investigation and communication to SASSA of future Functionality and Technical releases
- j. Complete the update of system documentation
- k. Maintenance of system management guides and procedures.
- l. Provision of ad-hoc training to SASSA Business on an ad-hoc basis when required
- m. Skills and knowledge transfer to SASSA resources

#### **1.1.3.3. Second Line Support - Technical**

Technical Support services include all the services which are required to be performed by Technical resources which includes but not limited to developers, WebLogic Administrators, NGINX Administrators, Oracle IAM Administrator Applications Database Administrator (DBA) and the System Administrator, detailed below:

- a. 1st line and 2nd Line user support
- b. Corrective and preventative maintenance to SRD grant Administration platform, DSD module and SRDOPS module and underlying technologies
  - i. Oracle database (RAC)
  - ii. WebLogic application server (Application server)
  - iii. Reactive Java VM based APIs for use in file and data preparation and verification processes (Application server)
  - iv. NGINX (Web Server)
  - v. KRAKEN D (API Gateway)
  - vi. Load Balancers (HAProxy)
  - vii. OS (Oracle LINUX +ALPINE LINUX)
- c. The integration of payment processing for non-current/historic period payment processing
- d. Supporting the DSD operational team
- e. Providing data files to the DSD operational team and uploading appeals responses to the SRD database
- f. **Database Support Functions – Oracle**
  - i. Database Administration

- ii. Support and Maintenance Management
  - iii. Patch Management
  - iv. Backup and Recovery
  - v. DR Testing
  - vi. Performance tuning
- g. SASSA's SRD System interface. The successful bidder will be expected to Maintain/Improve current Integrations and Integration with new External Data Resources as they become available SASSA's SRD System interfaces, amongst others, to the following systems and or Third Party products:

Interface Party	Interface Type
Social Pensions system (SOCPEN)	SFTP – CSV file
Business Intelligence System (BI)	SFTP - data tables
UIF	SFTP -CSV
Bankserv	STFP - Net connector service
Banks	API/SFTP-Net connector service
NSFAS	External Repository - CSV
National Treasury	Web service -CSV
PERSAL/Persol	External Repository - CSV
SARS	IBM MQ
Home Affairs	IJS PIP Service BIZ Talk
DPSA	SFTP – CSV file
GPAA	SFTP– CSV file
Correctional Services	External Repository - CSV
ICCAS	Internal API – data tables
Vodacom	API - SMS gateway

**1.1.3.4. Operational Support**

- a. Maintenance of the Website and the SRD Ops system
- b. **SRD R350 File administration:** Moving, copying, downloading and uploading of all files related to the SRD grant processing cycle.
- c. Verification processing, including verification using external entities database
- d. Payment extraction and providing Pay Run Reports for sign-off (Bidder to note that this function includes afterhours tasks)
- e. Payment file management operations between of the SRD R350 file and the social grants payment environment for EFT file processing and sending to Bankserv
- f. Processing of returned/failed payments for SRD and Social grants payment files
- g. Sending of SRD grant and social grant related notifications to applicants/beneficiaries
- h. Administration of the account verification process for SRD grant
- i. Administration of the Post Bank Account bulk creation process
- j. Administration of the Post Bank collection notification process
- k. Administration of the account opening process for SRD and social grant Beneficiaries
- l. Administration of the Integration software (KrakenD, MS BIZTALK, IBM MQ etc.) used to source external entities data or share data with external organisations
- m. Administration of internal interfaces (API/SFTP) to provision raw data i.e. APIs build with Integrated Customer Care Application (ICCAS). This enable customer care to access SRD350 grant status
- n. Maintain the Android and Apple iOS based mobile application, downloadable from the respective app stores
- o. API Management Platform Support and Maintenance:
  - viii. API policy configuration on the API gateway
  - ix. API implementation support for internal and external API consumer technical teams

x. API Analytics monitoring, including monitoring of API consumption patterns and anomalies

xi. API Gateway Server Administration

#### **1.1.3.5. Other Support and Maintenance**

- a. Project management, change management and project governance activities related to the delivery of the agreed scope
- b. Upgrades
- c. Monitoring of Service Request as per SLA
- d. Supporting the project audit and governance processes
- e. Support to facilitate fraud and payment risk management processes.
- f. On-going training and skills transfer etc.,
- g. Operational Reporting
- h. Month and year-end closures;
- i. User access management support
- j. System Reports development/creation and enhancements;
- k. System Enhancements and Upgrades;
- l. System Configuration Management
- m. System Change Control
- n. Version Control
- o. Release Management
- p. Quality Assurance i.e. testing, acceptance, standards and procedures
- q. Risk and Issue Management
- r. Resource and Time Management
- s. Stakeholder Management
- t. System Enhancements and System upgrades;
- u. Performance tuning
- v. Disaster Recovery testing (Disaster recovery infrastructure in place on the secondary hosting centre)
- w. Continuous update of core training material (incorporating business processes; system processes etc. into one training delivery platform)

- x. Ensuring SASSA sustainability in terms of comprehensive training updates, knowledge and skills transfer, implementation and roll-out of existing, new enhancements and upgrades when required

The below Application Support functions are required on a 24-hour basis, when requested

- a. Technical Services
- b. Application Database Administration
- c. System Administration
- d. Service Manager services

**Note:** The bid seeks to acquire support & maintenance and additional development on existing platform, with existing development language support. As such SASSA will not consider the introduction of new development languages or platforms.

SASSA will not consider a new system/solution. Bidders will be evaluated on their ability and experience to support, maintain and extend the existing technology platforms and solution.

#### **1.1.3 Implementation Services and Support & Maintenance for the following:**

- a. Development of SASSA WhatsApp for grant application, re-confirmation and enquiries of all SASSA grants (**Social grants and SRD or equivalent**)
- b. Implementation and support and maintenance of a standalone capability to create and send means test and payment files for all grants in accordance to Bankserv file format
  - i. Send payment file using the Net Connector service of BankservAfrica, with reference to the below capabilities, including receiving the reconciliation files (VET and EF70 files) and provisioning to the Grants system for reconciliation.
  - ii. Sending files to BankservAfrica for banks to perform means testing verifications to ensure that provided social grant data is correct and data integrity is in place in order to facilitate payment.
  - iii. Generate Control and Data files and send these files to Bankserv through a standalone capability to generate payment files in accordance to Bankserv file format for any SASSA applications.
  - iv. Receiving and distributing BankServ VET and EF70 return files to the source systems.

- 
- c. Implementation and support of an Electronic Know Your Client (eKYC) verification solution. This solution will require integration into various enterprise Grant Administration processes.
    - i. Solution must enable facial matching and identity verification
    - ii. Solution must have capability for liveness detection
    - iii. Solution must have fraud prevention and risk management capability (embedded with Machine Learning and Advanced Data Analytics)
    - iv. The solution must also facilitate match to cell phone number
    - v. Solution must have ability to read and extract information from ID barcode
    - vi. Solution must have capability to notify people if the image they took are blurry, fuzzy, or glared so that they can course correct
    - vii. Solution must be embedded with adjustable False Acceptance Rate (FAR) and False Rejection Rate (FRR) capability
    - viii. The solution must support both web channel and Mobile Application channel implementation.
  - d. Currently SASSA uses an on-premise solution. Cloud based solutions will be considered only if it is fully hosted in South African data centres as it relates to production, non-production and high-availability environments.
  - e. It should be noted that SASSA plans several high-volume integrations with existing on premise systems. Any cloud based solution will also be evaluated in terms of integration performance and security considerations with these on premise systems.
  - f. Implementation of system driven verification and reverification process v/s the current data scripting driven verification process that requires high levels of access and manual data processing. This will include the following:
    - i. Orchestration of 3rd party data acquisition processes.
    - ii. Redesign and implementation of new data structures to facilitate verification outcome history.
    - iii. Data pre-verification to identify potential errors in 3rd party data files.
    - iv. Verification metadata reports.

- v. Verification data audit reports.
  - vi. Automated verification rollback processing.
  - vii. Performance optimisation of affected system components for example the payment extract and payment processing modules.
- g. Implementation of a solution to facilitate the "Account Referral" solution where SASSA will integrate with commercial banks (via BankServ) to provide banks with customer details (For SRD and Social grants) for account opening and receiving bank account details back from participating banks.
- h. Implementation of Oracle SOA Suite to Orchestrate long running and file based integration processes. This will have included the automation of file based, MQ based and service based integration processes through the use of Oracle SOA Suite. (This capability is currently done manually with minimal orchestration). SASSA has licence Oracle SOA Suite for this purpose and service providers will not have the option to introduce other integration and orchestration tools. It should be noted that SASSA will provide the required hardware and infrastructure for the implementation of Oracle SOA Suite. The following processes are explicitly included:
- i. Orchestration of File movement process (Bankserv, NT, UIF, GEPIF, DPSA, SARS, etc.)
  - ii. Orchestration of Payment Process
  - iii. Orchestration of Verification Process
  - iv. Orchestration of MQ process (SARS)

**1.1.4** It must be noted that the Social grant database is currently in excess of 18 million grants, with over 12 million Beneficiaries.

## **1.2. SPECIFIC SKILLS REQUIRED**

The successful bidder will be expected to have the below specific skills to be able to provide support and to maintain the required functions as part of the comprehensive inclusive service:

### **1.2.1. General: Deep understanding of the below technologies:**

- a. Enterprise Integration Architecture
- b. Analytics and Data Science
- c. Frontend: Angular (also requires typescript-based skills)
- d. API Layer: Java Enterprise Edition, including JPA persistence.

- e. API Layer: Reactive Java VM development skills.
- f. Database: Oracle 12c
- g. Mobile Application management, including WhatsApp

**1.2.2. Admin skills required on these servers/platforms:**

- a. Oracle database (RAC)
- b. WebLogic application server (Application server)
- c. NGINX (Web Server)
- d. KRAKEN D (API Gateway)
- e. Reactive JVM and Docker container administration
- f. Load Balancers (HAProxy)
- g. OS (Oracle LINUX +ALPINE LINUX)

**1.2.3. Integration skills:**

- a. IBM MQ integration (JEE based) skills
- b. IBM MQ Queue Manager configuration and administration skills
- c. Oracle Identity Manager Web Service Connector development skills
- d. MS BizTalk skills
- e. API integration
- f. Web service integration

**1.3. Oracle SOA Implementation skills in: (Oracle SOA suite 12c)**

- a. Oracle Service Bus
- b. Oracle Business Process Execution Language (BPEL) Process Manager
- c. Oracle Event Processing.
- d. Oracle Business Activity Monitoring.
- e. Oracle We service Manager
- f. Oracle Business Rules.
- g. Oracle Java EE Connector Architecture (JCA) adapters.
- h. Oracle B2B and Managed File Transfer

**1.4. LOGISTICS AND TIMING****1.4.1. Support and Maintenance Services Location**

- a. 50% of the support and maintenance services will be performed on-site from the SASSA Head Office premises in Pretoria and 50% can be performed remotely. Sufficient space, desks and equipment is made available for the Bidder in this regard. Regional support will be provided telephonically, via conferences etc. from the Pretoria location.
- b. Bidder resources will adhere to all applicable SASSA policies such as the code of conduct, dress code etc.

**1.4.2. Office Accommodation and Other Facilities**

To enable the Bidder to provide onsite services, SASSA will provide, at such time as the Parties shall agree, the following to the Bidder:

**a. Office Accommodation and Related Equipment**

- i. Office accommodation sufficient to accommodate the Bidder's personnel.
- ii. The necessary furniture for use by the Bidder's personnel.
- iii. Where relevant, the necessary network infrastructure, appropriately configured for use by the Bidder's personnel.
- iv. The successful service provider must provide their resources with laptops that comply with SASSA's security policy.
- v. SASSA can provide the following when the laptops are added to SASSA's domain:
  - o Anti-virus software and updates on the laptops if required.
  - o Windows Operating system patching of the laptops if required.
  - o SASSA will implemented full disk encryption on all laptops used on the SASSA domain
- vi. Where relevant, access to the necessary server(s), appropriately configured with the required operating system, database and relevant software modules.
- vii. Telephone and e-mail facilities, provided that these facilities shall be used solely for purposes of the Project.
- viii. Such other facilities as the Parties may agree from time to time.

**1.4.3. Safety**

- a. Practices as observed by the Basic Conditions of Employment Act will be observed.
- b. The Bidder shall ensure that its personnel comply, at all times, with all SASSA safety regulations, such as signing "in and out" every day where applicable.

**1.4.4. Working hours**

Despite this contract being a full services contract, in other words the Bidder is fully responsible for the provision and successful implementation of all services, SASSA will provide clarity in terms of elements such as office hours and resource numbers and resource levels given the SASSA experience in this regard.

**a. Normal Working Hours**

- i. Maintenance and support should be available from 07:30 to 17:00 Monday to Friday, with a facility for 24x7 support and maintenance outside these hours for critical issues, as well as over weekends at no additional cost to SASSA.
- ii. It should be noted that the DBA usually performs quite a number of his services and functions during the evening.
- iii. These timeframes are applicable to all resources.
- iv. In the event of a problem which SASSA classifies as critical (e.g. system not functioning), the response time must not exceed 2 hours.

**1.4.5. Commencement date**

- a. Commencement date is immediately after receipt of Purchase Order
- b. The Service Level Agreement might be concluded afterwards, but within 30 days after the award

**1.4.6. Duration**

- a. The contract will be valid for a period of 3 years and will automatically end without any parties giving notice.
- b. The Bidder will be notified in time if any early termination or further extension might be required

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## SECTION C – SERVICE ELEMENTS

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### 1. DETAILED REQUIRED ROLES, RESPONSIBILITIES, LEVELS AND STANDARDS

#### 1.1. EXPECTED ROLES AND RESPONSIBILITIES

##### 1.1.1. Service Management

The Service Management component consists of a dedicated; service manager (Programme Manager) and Project and administration (Project Management Office (PMO) for project management, audit management, quality assurance and configuration management) that will be called on to maintain existing baselines and provide regular status snapshots on conformance and quality adherence.

##### 1.1.2. The Service Manager

The Service Management components include the following roles and responsibilities which includes the development, establishment, implementation and co-management of all of the following aspects:

- a. Providing the framework, guidelines and development, of documentation for establishment of service levels between the BSC and other SASSA LOB's (HO and Regions).
- b. Definition and implementation of policies and procedures for the Business Support Centre
- c. Definition of; enhancement of; and provision of SASSA SRD system support configuration management standards and procedures.
- d. Definition, implementation of system support and version control policies and procedures.
- e. Planning and management of system enhancements, (inclusive of monitoring of resource percentage of time allocation on enhancements), system changes, system patches, upgrades, testing cycles.
- f. Establishment of release management policies and procedures.
- g. Resource management and planning
- h. Resource requirements will be driven around system support and system enhancement requests including minor and major system changes. The identification of Business and system process changes and the planning of training

and knowledge transfer to key SASSA staff to implement developed and approved changes.

- i. Resource management can be summarised in the following categories:
  - i. Identifying scope of work
  - ii. Mapping of scope of work to existing resources
  - iii. Identifying specific/additional resource needs
  - iv. Completion of resource schedules and resource plan, inclusive of staffing practices, leave; replacements etc.
  - v. Regular monitoring of resource compliment and scope of work.
- j. Definition of the knowledge and skills transfer strategy and plan; implementation thereof and regular monitoring of planned progress against planned activities.
- k. Change Control policies and procedures
  - i. Maintenance and enhancement of system change control procedures and policies
  - ii. Maintenance and enhancement of BSC change control management forum where necessary
  - iii. Management and planning of approved change requests including: requirements definition, system testing, acceptance and implementation
  - iv. Identifying of resource required to complete approved change requests.
- l. Finalising of monthly invoicing, inclusive of:
  - i. Identification and tracking of deliverables where applicable; and
  - ii. Comprehensive monthly progress and status reports on all application; technical and call management environments.
- m. Provision a management tool to monitor service requests and consolidate knowledge gained, should the current SASSA systems be unsupportive / not meeting the specific requirements of meeting the SRD system requirements.

#### **1.1.3. Project Management Office – PMO (Administration Function)**

The Administration Function components include, amongst others, the following roles, responsibilities and aspects:

- a. Project Management

This includes, but is not limited to; functions such as:

- i. Development of Business Case, with risk and cost management
- ii. Development and maintaining of project plans, reports, spending etc.
- iii. Ensuring development of training material etc.
- iv. Ensuring all project documentation (i.e. functional and technical specifications are developed and maintained)
- v. Ensuring full SDLC cycle is followed
- vi. Ensuring all sign-off is obtained

b. Reporting, Issue and Risk Management

This includes functions such as:

- i. Business report for SASSA
- ii. BSC reports (weekly, monthly, quarterly etc.)
- iii. Issue and Risk Management (development and safekeeping of Risk and Issue logs, Risk memo's, etc.)

c. Configuration and other management process

This includes functions such as:

- i. Version control
- ii. Release management
- iii. Change control
- iv. Quality control
- v. Problem and issue management

d. BSC Library

This includes the development (where not already in existence), support and maintenance of the following:

- i. Structures and Naming conventions
- ii. Standardization and Templates
- iii. Procedures and access
- iv. Indexing
- v. Training and test scripts - regular updates

The PMO resources should be able to manage the full SDLC life-cycle of any projects as will be defined from time to time in the BSC. A senior project manager is required and could be supported by other administrative resources.

#### **1.1.4. Audit and Help-desk Management**

The audit manager will be responsible for amongst others the following tasks:

- a. Ensuring that all monthly audit requirements are attended to;
- b. Ensuring all monthly audit requirements are documented and signed-off;
- c. Reviewing all previous audit findings and ensuring that the improvements are implemented and enhanced as required;
- d. Managing the full BSC audit by the AGSA from initiation to completion, inclusive of all documentation, meeting minutes etc.
- e. The help-desk manager will be responsible for amongst others the following tasks:
  - i. Defines SRD system support call management and resolution policies and procedures and oversee the integration with national SASSA help-desk call logging software solution. The SASSA Incident management system is IVANTI
  - ii. The help-desk defines support tasks, allocates tasks to support staff and monitors SRD help-desk resources workload and support progress.
  - iii. The help-desk manager defines metrics to measure support effectiveness and to assist in measuring resource performance management.
  - iv. The help-desk manager is responsible to maintain a consolidated view of service requests across SASSA's Head Office and Regions.
  - v. The help-desk manager monitors the status of service/support calls and oversees the process of service request allocation to SASSA coordinators and system controllers.
  - vi. The help-desk manager ensures that support protocol is followed for, service requests, system change requests, configuration baseline requests and releases of approved system changes.
  - vii. The help-desk manager ensures that all reports required by SASSA (for monitoring, presentations, reporting etc.) are supplied timeously and correctly.
  - viii. The on-going management and reporting of service request will be monitored in meetings that will be conducted by the services and help-desk managers.

The audit and help-desk manager can be combined into a single resource as long as all of the activities are actively and sufficiently dealt with.

**1.1.5. SRD Helpdesk Resources**

- a. SASSA SRD system users will report any system queries and/or system problems to the SASSA helpdesk (1st line support) whereby the help-desk operator will allocate the call to a SRD Business Support Centre resource (Successful bidder resource).
- b. These calls may also include calls that have been escalated for resolution by SASSA. Each request is termed a Service Request (SR) (not to be confused with the Oracle Service Requests) and will be issued with a service request identifier number.
- c. Logging a service request enables the help-desk to track, categorise and report on the progress of all SR's logged by the SASSA SRD user community.

**1.1.6. Functional Application Specialists**

- a. The functional specialists (2nd line support) identify user requirements, design solutions, configure the system, test, implement, roll-out and support the SRD systems within their support responsibility including the following:
  - i. Solution Support
  - ii. Solution/s Enhancements
  - iii. Functional Requirements definition
  - iv. Requirements mapping
  - v. System design and Build
  - vi. System testing and acceptance
  - vii. Implementation and Roll-out
- b. Providing assistance and appropriate communication to the help-desk
- c. Identifying of Resource shortfalls and Gap's
- d. Advice SASSA on SRD system enhancements feasibility and impact
- e. Implementation and testing of new Functionality
- f. Adherence to Change Control policies and Procedures
- g. 3rd Party Interfaces
- h. SRD System Processes and Procedures
- i. System Procedures Manual
- j. Assistance with Training Material completion
- k. Assistance with month-end, as well as financial year-end closures

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## I. Training and Knowledge transfer

### 1.1.7. Technical Application specialist

- a. These specialist teams (also part of 2nd line support) design, test, implement and support the Solution within their support responsibility including, amongst others, the following:
  - i. SRD System Support
  - ii. SRD System Enhancements
  - iii. Technical Requirements definition
  - iv. Requirements mapping
  - v. System design and Build
  - vi. System testing and acceptance
- b. Identifying of Resource shortfalls and Gap's
- c. Providing assistance and appropriate communication to SRD help-desk
- d. SRD System Monitoring
- e. Backup and Recovery
- f. Advice SASSA on SRD system enhancements feasibility and technical impact
- g. Patch Application
- h. Implementation, testing and support of new Functionality
- i. SRD System and Database Upgrades
- j. 3rd Party Interfaces
- k. System Procedures Manual
- l. Source code versioning and repository
- m. Assistance technical material completion when required

(Refer to the functions of the DBAs mentioned earlier for a more detailed and comprehensive list).

**1.2. RESOURCE REQUIRED: EXPECTED ROLES LEVELS****1.2.1. SASSA specific Roles Numbers and Levels- Different levels of consultants can be identified namely:**

- a. **Senior Consultant level:** At least 3 years' experience as Senior Consultant in the relevant field
- b. **Mid-level Consultant** - At least 5 years' experience in the relevant field

**1.2.2. SASSA requires at a minimum the following roles on Senior Consultant level years' experience in the relevant field:**

- a. An experienced Services Manager as specified.
- b. A Senior Project Manager to head the Project Management Office,
- c. An Audit Manager/Help Desk Manager. One person can also perform the services of the Audit and Help Desk Manager as long as both duties are completed in full.
- d. Solution Architect
- e. System Administrator
- f. Oracle DBA
- g. Application Server Admin, with below skills:
  - i. Oracle database (RAC)
  - ii. WebLogic application server (Application server)
  - iii. NGINX (Web Server)
  - iv. KrakenD (API Gateway)
  - v. Load Balancers (HAProxy)
  - vi. OS (Oracle LINUX +ALPINE LINUX)
  - vii. BizTalk, IBM MQ or any message based integration
- h. System Analyst Design and Delivery Management
- i. System Analyst – Testing & Support Delivery Management
- j. Data Analyst
- k. API Developer x2
- l. Angular Developer

- m. Mobile App Developer
- n. Web developer x2
- o. Infrastructure Administrator
- p. Database Administrator
- q. Oracle SOA developer x2

**1.2.3. SASSA also requires at a minimum the following roles on Mid –level Consultant years' experience in the relevant field:**

- a. Application Server Administrator, with below skills
  - i. Oracle database (RAC)
  - ii. WebLogic application server (Application server)
  - iii. NGINX (Web Server)
  - iv. KRAKEN D (API Gateway)
  - v. Load Balancers (HAProxy)
  - vi. OS (Oracle LINUX +ALPINE LINUX)
  - vii. BizTalk, IBM MQ or any message based integration
- b. Database Administrator

The Bidder will be fully responsible and accountable for the management and delivery of services to SASSA and if the service is impacted negatively in any way; SASSA reserves the right to bring on board additional consultants at the expense of the Bidder.

In relation to the aforementioned SASSA requires the CV's of all the recommended resources. Please note that all these resources MUST be available from Commencement Date.

### **1.3. CONTRACT AND SERVICE STANDARDS**

#### **1.3.1. Contract**

The successful bidder will enter into a contract with SASSA which will outline the overarching timelines and services to be provided under this agreement.

**a. Service Level Agreement**

SASSA requires that all service standards set must be met at all times. In this regard further detailed service standards will be defined and agreed in a Service Level Agreement by the parties once the contract has been signed.

SASSA requires that all service standards set must be met at all times. In this regard further detailed service standards will be defined and agreed in a Service Level Agreement by the parties once the contract has been signed.

**b. Measurement of Services and penalties**

The Service Level Agreement between SASSA and the Bidder will address the measurement and prioritization of service levels, as well as the response and resolution times.

Penalties associated with the prioritization of service levels and the response and resolution times will be implemented and detailed in the Service Level Agreement.

**c. Reporting and Communication**

The recurring reporting and communication requirements between SASSA and the Bidder will be defined in a Service Level Agreement. It is recommended that communications be open and formal to promote transparency and buy-in (commitment).

**d. Payment of Resources and other Bidder costs**

The issue of payment cycles, penalties and other matters will be elaborated on in the service level agreement. It is important to note that SASSA does not want to be prescriptive on the management of the Bidders operational and resource Bidder costs;

**e. Vetting of all Bidder Resources**

Please note that SASSA will request all Bidder resources to undergo a vetting process – given the confidential nature of the SASSA information.

**f. Phase in Phase Out Approach**

- a) In order to ensure a smooth handover between service providers a three month transitioning programme is required. This programme will phase-out the responsibilities of the existing service provider, whilst they are also providing handover and will phase in the services of the new service provider to ensure that they are able to fully run with the services from month 4 onwards. This programme will unfold as follows:

- i. The bidder will be required to be partially on-site/available for 3 months prior to the terminating of the existing contract to ensure a smooth transition.
- ii. During these first 3 months of the handover period, the current service provider will continue to execute all the maintenance and support services, whilst also focusing on the handover to the bidder, hence the bidder is expected to only bring on-board key personnel required for the handover process during the 3 months. **This therefore means that, the service provider taking over will not charge SASSA for the first 3 months on their contract as this is dedicated to a transitioning phase.**
- iii. At the end of the 3 month, the current service provider will provide a due diligence report to confirm to SASSA if the new service provider is competent and can take over the service. At the same time the new service provider will provide a due diligence report to confirm that the current service provider handed over all work and processes and that the new service provider is comfortable to continue delivering the services.
- iv. The phase in process should not exceed 3 months. The bidder will be liable for any phasing in/out process that could be required post the 3 months' period i.e. should the due diligence report indicate the need for further involvement by the current service provider. This will be an agreement between the current service provider and bidder.
- v. In line with the aforementioned, the bidder, the current service provider and SASSA will draft and agree on a phase-in–phase-out plan/ schedule, related data and documentation to be finalized and signed off by all parties within 7 days of the Purchase order being issued.
- vi. The new service provider should indicate the cost associated with the phasing out process as a separate section on Annexure C as indicated. This is the period at the end of the 3 years (i.e. from month 34) where they will be handing over to the new service provider at the end of the 3 years' contract. It must be noted that the Bidder will be doing actual support and maintenance as well as phasing in the new service provider at the end from month 34-36.

## SECTION D – BID REQUIREMENTS

### 1. SPECIFIC CONTENTS OF THE PROPOSAL

**The proposal must be submitted in two copies.**

An original response should be accompanied by a hard copy and an electronic soft copy on a memory stick. All the contents of the copies should be in the exact same order as in the hard copy to make it easier to navigate, and evaluate the bid response.

**The proposal must include as a minimum the following details:**

#### 1.1. PREVIOUS EXPERIENCE

**Annexure A should be fully completed:** At least 1 implementation experience per implementation must be indicated in Annexure A. Column B to G must be completed in full per implementation indicated by Bidder. It is important that contactable reference should be provided.

- 1.1.1. Bidder must provide Implementation Approach used during their previous work experience (per category) for each of the following:
  - a. Implementing of customised web application, high availability solution using open source as well as using messaging based integration services, SFTP and API's to integrate to 3rd party solutions.
  - b. Implementation of a standalone capability to generate payment and send files in accordance to Bankserv file format
  - c. Implementation of Integration projects where Oracle SOA Suite was used to Orchestrate long running and file based integration processes
  - d. Implementation of eKYC verification solution

#### 1.2. RESOURCES KNOWLEDGE AND EXPERIENCE

**Annexure B should be fully completed:**

- 1.2.1. Resources knowledge and experience (Please use Annexure B to complete for template) Please refer to Section 2 page 31-32 with the Level required per role
- 1.2.2. Curricula Vitae of all roles should be provided. All resources should be available from Commencement date.
- 1.2.3. A resource's CV used in the bid may be replaced with another resource's that has equal or better knowledge/qualifications and experience.

### 1.3. COST BREAKDOWN

#### **Annexure C should be fully completed**

1.3.1. The term of the contract is 3 years and comprises new development and support and maintenance services.

#### **1.3.2. Bidders to note the below important information:**

1.3.2.1. Majority of this contract workload is attached to the support and maintenance of current functionality and any enhancement (Refer to TOR Section 2: Background to the organisation, page 7-12 on the entire solution components)

1.3.2.2. Enhancements also include any enhancements to the current SRD 350 grant functionality OR in case of regulation change where the grant is renamed or repurposed to a different grant type during the contract period

1.3.2.3. Should the administration of the SRD 350 (Page 7-12 Usage of the SRD system) grant be terminated and the grant is not repurposed as per 1.3.2.2 above, the cost linked to support and maintenance of the current functionality will be ceased and the successful bidder can only charge SASSA for the below functionality:

#### **a. New Development**

- i. Implementation, support and maintenance of SASSA WhatsApp for grant application, re-confirmation and enquiries of all SASSA grants (Social grants )
- ii. Implementation, support and maintenance of a standalone capability to create and send means test and payment files for all grants in accordance to Bankserv file format
- iii. Implementation, support and maintenance Electronic Know Your Client (eKYC) verification solution
- iv. Implementation, support and maintenance of a solution to facilitate the "Account Referral" solution where SASSA will integrate with commercial banks (via BankServ) to provide banks with customer details (For Social grants) for account opening and receiving bank account details back from participating banks.
- v. Implementation, support and maintenance of Oracle SOA Suite to Orchestrate long running and file based integration processes.

**b. Existing Functionality**

- i. Processing of payment files for Historic Payments i.e Records which are approved but could not be paid due to challenges with payment information at the time .These activities include:
- ii. Capability to update outcome for outstanding Appeals outcome and payment processing thereof
- iii. Capability for the affected clients to request account opening or referral
- iv. Capability to extract payments for affected clients and send to Bankserv for payment
- v. Capability to reconcile the payments and inform affected clients of failed payments – so that they can update payment details and trigger iv above

**Bidders to note that:** The services for b above will be paid at 40% of the monthly existing support and maintenance per month i.e if monthly cost for existing functionality is costed at R100.00, monthly cost for b should be R40.00 should 1.3.2.3 materialise.

1.3.2.4. Support and maintenance for the below implementation required will form part of the current functionality support and maintenance once implemented:

- a. Implementation of system driven verification and reverification process v/s the current data scripting driven verification process that requires high levels of access and manual data processing.

**1.3.3. A cost breakdown of the entire service including VAT must be populated on Annexure C**

- a. Monthly and Total Support and maintenance service cost for existing solution for 30 months
- b. Total implementation and Total support & maintenance cost for the below mentioned implementations: **(Support & maintenance Total must be for 30 months)**
  - i. Implementation, support and maintenance of a standalone capability to generate payment files in accordance to Bankserv file format for any SASSA applications

- ii. Implementation, support and maintenance of WhatsApp
- iii. Implementation, support and maintenance of eKYC solution
- iv. Implementation of system driven verification and reverification process v/s the current data scripting driven verification process that requires high levels of access and manual data processing
- v. Implementation of a solution to facilitate the "Account Referral" solution where SASSA will integrate with commercial banks (via BankServ) to provide banks with customer details for account opening and receiving bank account details back from participating banks.
- vi. Implementation, Support and maintenance of SOA software and Orchestration
- c. Total cost for an eKYC Solution (including licenses) for 3 years
- d. Total Phase out cost for 3 months i.e. month 34-36. It must be noted that the Bidder will be doing actual support and maintenance as well as phasing in the new service provider at the end from month 34-36.

## SECTION E – EVALUATION INFORMATION

### 1. EVALUATION OF THE BID

#### 1.1. BID EVALUATION PRINCIPLES

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

**i. First Stage;**

- a) Phase 1: Administrative Compliance;
- b) Phase 2: Functionality Criteria

**ii. Second Stage – Price and Specific Goals Points.**

**i. First Stage**

**Phase 1–Administrative Compliance**

Bidders are requested to submit the following:

- a. Tax Status Verification Pin
- b. Central Supplier Database (CSD) report
- c. B-BBEE Certificate issued by SANAS / Sworn Affidavit to claim points in line with the below Specific Goals
- d. Fully completed and signed SBD Forms

**NOTE: Failure to submit the above may invalidate your bid.**

**Phase 2: Functionality Criteria**

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

1.1.3. The table below contains details of the evaluation criterion and the weights of each Functional Requirements component.

1.1.4. Criteria below will be evaluated according to the following values

**1=Poor    2=Average    3=Good    4=Very Good    5=Excellent**

EVALUATION CRITERIA		
Phase 2 – Functionality Criteria		Weights
<ul style="list-style-type: none"><li>Provide Implementation approach which outlines how you implemented the below solutions:</li></ul>		60
Category implemented	Sub- weights	
Implementing customised web application, multi-tier, high availability solution, Integrating with 3 <sup>rd</sup> party using messaging based services ,SFTP and API's	15	
Implementing Payment solutions using Bankserv as the clearing house	15	
Implementation of Integration projects where Oracle SOA Suite was used to Orchestrate long running and file based integration processes	15	
Implementation of eKYC verification solution making use of facial recognition and risk management technology	15	
<b>Resources and Roles</b> <ul style="list-style-type: none"><li>Comprehensive CV(s) for all required 22 resources (senior consultants and mid- level consultants) highlighting relevant experience and skills as per Section 2: <b>RESOURCE REQUIREMENTS: EXPECTED ROLES LEVELS</b> (Page 32-33 par 1.2) of Resource Requirements: Expected Roles</li></ul>		20
Experience : Senior Consultants	Sub- weights	
1-2 years	1	
Above 2 –less than 3 years	2	
3 years	3	
Above 3 - 5	4	
Above 5 years	5	

		20
Experience consultant	Sub- weights	
1-2 years	1	
Above 2 – less than 5 years	2	
5 years	3	
Above 5 - 7	4	
Above 7 years	5	
<b>TOTAL</b>		<b>100</b>

## SECOND STAGE: PRICE AND PREFERENCE POINT (SPECIFIC GOALS)

Points awarded for price and specific goals

<b>Price and Special Goals point system</b>	<b>100</b>
<b>Price</b>	<b>90</b>
<b>Specific Goals</b>	<b>10</b>

### Price

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

Where

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

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

**Specific Goals Points**

<b>Specific Goals</b>	<b>Number of points (90/10 system)</b>
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

- 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.
- b) Failure to submit shall be interpreted to mean that Specific Goals points for B-BBEE status level of contribution are not claimed.

**1.2. COMPULSORY BRIEFING**

- 1.2.1. Bidders must register their company name and contact details of one representative for the briefing session. Virtual briefing session will be conducted.
- 1.2.2. Bidders will be expected to identify themselves (company representing) during the briefing session. The session will be recorded for confirmation purposes.
- 1.2.3. Details ( to register their company name and contact details of one representative for the briefing session) must be send to email address: [srd2023@sassa.gov.za](mailto:srd2023@sassa.gov.za)
- 1.2.4. Bidders will have 5 days from date of advertisement to submit their registration details via email.

**NB: Failure to attend the compulsory briefing will render your bid invalid.**

### 1.3. BID CONDITIONS

- 1.3.1. Bidders who score less than 70 out of 100 points under the Functional Evaluation will be disqualified and will not be considered further.
- 1.3.2. It's the bidder's responsibility to submit valid evidence such as B-BBEE verification certificate issued by South African National Accreditation System (SANAS) and/or a sworn affidavit signed by Commissioner of oaths, shareholder or owners of company) and/or CSD MAAA number reflecting the percentage of the company ownership including B-BBEE status level of contribution to enable claiming of point for specific goals. A sworn affidavit should be submitted over and above the B-BBEE certificate or CSD MAAA number to claim for the below contributor level:
- B-BBEE Status Level 1-2 contributor with at least 51% youth or disabled ownership
  - B-BBEE Status Level 3-8 contributor with at least 51% youth or disabled ownership
- 1.3.3. 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. The highest points will be confirmed with the BBEE Certificate/Sworn Affidavit submitted by bidder/CIPC, etc.
- 1.3.4. Bidders need to declare their independency on this bid. Please refer to SBD 4
- 1.3.5. Bid rigging (or collusive bidding) is prohibited and this occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- 1.3.6. SASSA reserves the right to negotiate price with the preferred bidder.
- 1.3.7. SASSA reserves the right to terminate the service in part or wholly before the end of the 3-year period
- 1.3.8. SASSA reserves the right not to award the bid at all.

- 1.3.9. The successful bidder is required to be on site/available 3 months prior to the termination of the current contract to be phased in to the environment by the current service provider. This will be at NO COST to SASSA.
- 1.3.10. SASSA reserves the right to conduct due diligence on the bidder. Note that any misrepresentation identified during due diligence checks will invalidate the bid
- 1.3.11. The General Conditions as stipulated by the National Treasury will be applicable.
- 1.3.12. SASSA will contract and also conclude Service Level Agreement with the successful bidder.

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Annexure A SOLUTION	PERIOD IMPLEMENTED	WHERE WAS SOLUTION IMPLEMENTED	REFERENCE	REFERENCE CONTACT/S	BRIEF DESCRIPTION OF PROJECT	IMPLEMENTATION STATUS
Implementation Experience (Space has been allocated for 3 experiences per category, but you can add more). At least one implementation experience per solution implemented should be indicated	Period (e.g 01 January 2020 to 31 December 2020)	Organization Name	Contactable Person/s (Name and Surname)	Contact details of contactable person (Telephone Number and E-mail address)	Description of the project	Implementation completed successfully Y/N
Implementing of customised web application, high availability solution using open source as well as using messaging based integration services ,SFTP and API's to integrate to 3rd party solutions.	1 2 3					
Implementation of a standalone capability to generate and send payment files in accordance to Bankserv file format	1 2 3					
Implementation of Integration projects where Oracle SOA Suite was used to Orchestrate long running and file based integration processes	1 2 3					
Implementation of E-KYC verification solution making use of facial recognition and risk management technology	1 2 3					

Annexure B

**EXPERIENCE LEVEL**

\*\* This sheet must be completed in respect of all 22 required resources for the project and should be accompanied by a detailed CV of the resource

Resource Name:

Recommended Role for SASSA:

Technical Skills (skills indicated must be aligned to the recommended role)	Years Experience in relevant field role and level required: (e.g 01 January 2020 to 31 December 2020)

NB : Please make reference in the Terms of Reference (TOR) to 1.2. RESOURCE REQUIRED: EXPECTED ROLES LEVELS , Page 31-32 regarding the Resource Level required per role. The experience for all 22 resources required must be completed and CV's attached.

CLEARLY indicate/highlight on the CV where the required experience mapped to the role required role is captured

## ANNEXURE C – COMPREHENSIVE SERVICE COSTS

### Important Notes pertaining to completion of Annexure C

- The grey cells must not be completed
- **Item 1:** The Support & Maintenance for Existing capability (Item 1) should be indicated for monthly cost (Item 1 column B) and total cost for 30 months (Item 1 column C). **It must be noted that month 1-3 is not payable as it is transition in and month 34 -36 which is transitioning out is charged as item 5 (Refer to Phase in-Phase out Sec C, F (vi) Page 34 -35) and Sec D.1.3.4 (d) Page 38)**
- **Item 2:** The Implementation, Support & Maintenance for new implementations (item 2) should be indicated as per below:
  - Item 2, column A = Total implementation cost for all Implementations
  - Item 2, column B = Total support & maintenance cost for all implementations (Item 2, column B) should be costed for 30 months
  - Item 2, column C = Total cost for Item 2, column A + Item 2, column B
- **Item 3:** The sub total = Item 1, column C + Item 2, column C
- **Item 4:** eKYC solution should be costed in total (including Licenses costs)
- **Item 5:** Total Phase out cost for 3 months i.e from month 34-36
- **Item 6:** Total bid cost = Item 3 +Item 4+Item 5

ITEM	SERVICE	A	B	C
	SUPPORT AND MAINTENANCE	IMPLEMENTATION COST	MONTHLY COST	TOTAL COST FOR 30 MONTHS
1.	Support and Maintenance for SRD system (Including DSD Module). This includes support and maintenance of 1. the system driven verification and reverification process			
	IMPLEMENTATIONS	IMPLEMENTATION COST	TOTAL SUPPORT & MAINTENANCE (support and implementation of new implementations for 30 months)	TOTAL COST (Implementation cost + monthly support and maintenance)
2.	Implementation, support and maintenance of a standalone capability to			

	generate payment files in accordance to Bankserv file format			
	Implementation, support and maintenance of WhatsAPP			
	Implementation, support and maintenance of eKYC			
	Implementation of system driven verification and reverification process v/s the current data scripting driven verification process that requires high levels of access and manual data processing			
	Implementation, support and maintenance of a solution to facilitate the "Account Referral" solution			
	SOA software and the Orchestration Implementation, support and maintenance			
3	<b>SUB – TOTAL</b>			
4	Total eKYC solution (Including licenses)			
5	Total Phase in –Phase out cost (For 3 months as per Sec C, F (vi) Page 33 -34) and Sec D.1.3.4			
6	<b>TOTAL</b>			