

NOTIFICATION OF TENDER ADVERT

Bid Number:SASSA: 09-23-ICT-HO

Bid Description:The South African Social Security Agency hereby invites proposals from potential service provider/s for the provision of Open Text (CLM Live link) for a period of three (03) years.

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: 14 June 2023

Closing Date / Time: 05 July 2022 @11:00am

Enquiries:

Contact Person: Ms Mogafe Mphahlele

Email: MogafeM@sassa.gov.za

Telephone number: 012 400 2412

FAX Number:

Where bid documents can be obtained:

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

<https://sassa.gov.za>

Physical Address:Where bids should be delivered:

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

Compulsory Briefing Session

Compulsory briefing session will be held on:

Date: 20 June 2023

Time:10:00 am

Venue: SASSA Head Office

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

South African Social Security Agency
Head Office

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



[*paying the right social grant, to the right person,
at the right time and place. NjALO!*]

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 09-23-ICT-HO	CLOSING DATE	05-July-2023	CLOSING TIME	11:00 AM
DESCRIPTION	The South African Social Security Agency hereby invites proposals from potential service provider/s for the provision of Open Text (CLM Live link) for a period of three (03) years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Ms Ms Mogafe Mphahlele		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
TELEPHONE NUMBER	(012)400 2412		CONTACT PERSON	Mr Kamenthren Govender	
FACSIMILE NUMBER	N/A		TELEPHONE NUMBER	012 400 2476	
E-MAIL ADDRESS	KamoG@sassa.gov.za		FACSIMILE NUMBER	N/A	
			E-MAIL ADDRESS	KamoG@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number SASSA: 09-23-ICT-HO
Closing Time 11:00 am	Closing date 05 July 2023

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

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

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

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

*Delete if not applicable

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**

- 2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3. DECLARATION

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

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

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

Stamp out social grants fraud and corruption
Call 0800 60 10 11 / 0800 701 701

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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

.....
Signature **Date**

.....
Position **Name of bidder**

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Call 0800 60 10 11 / 0800 701 701

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
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7. Performance security
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for Insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

Terms of Reference

**OPENTEXT
(CLM - LIVELINK)
Support and Maintenance**

Acronym	Description
BSC	Business Solution Centre
CEO	Chief Executive Officer
CFO	Chief Financial Officer
CLM Livelink	OpenText Content Server
DSD	Department of Social Development
EXCO	Executive Committee
HO	Head Office
ICT	Information Communication Technology
ITSAA	Independent Tribunal for Social Assistance Appeals
MANCO	Management Committee
RO	Regional Offices
SASSA	South African Social Security Agency
SCM	Supply Chain Management
Service Provider	In this document reference to Service Provider also means Bidder and vice versa
Response Template	Microsoft excel spread sheet provided by SASSA to all Bidders to complete with Resources information and costs

SECTION A – OBJECTIVES AND BACKGROUND

1. BACKGROUND TO THE ORGANISATION

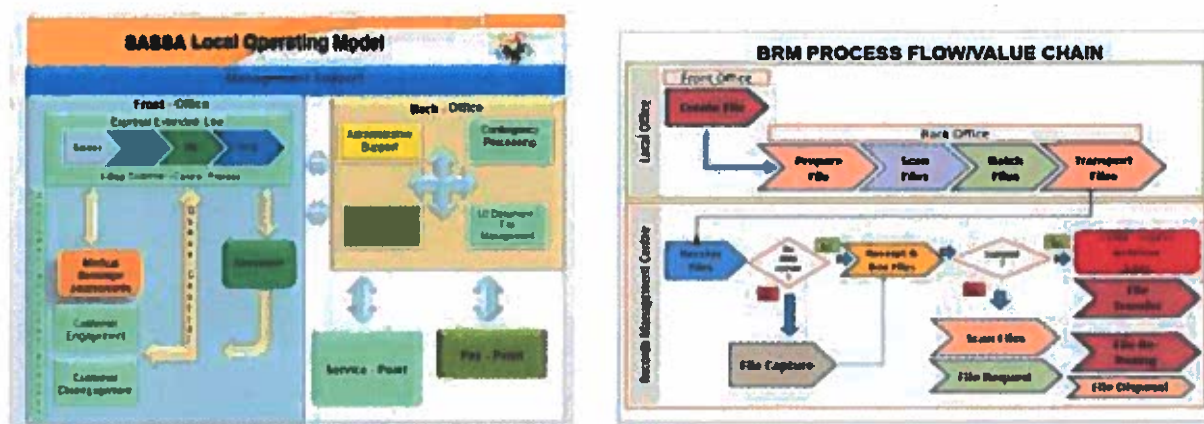
1.1. SASSA MANDATE

- 1.1.1. The mandate of the Agency is to ensure the provision of comprehensive social security services against vulnerability and poverty within the constitutional and legislative framework. Legislative Mandate for SASSA Social Assistance Act, 2004.
- 1.1.2. The Act provides a national legislative framework for the provision of different types of social grants, social relief of distress, the delivery of social assistance grants by a national Agency and the establishment of an Inspectorate for Social Security.
- 1.1.3. South African Social Security Agency Act, 2004. The Act provides for the establishment of the South African Social Security Agency as a schedule 3A public entity in terms of the PFMA. The principle aim of the Act is to make provision for the effective management, administration and payment of social assistance and service through the establishment of the South African Social Security Agency. The President signed the Act on the 28th May 2004.
- 1.1.4. Social Assistance is an income transfer in the form of grants provided by government. A social grant refers to grants paid by the South African Social Security Agency that is: disability grant; grant for older persons and war veteran's grant; foster child grants; care dependency grants; child support grant and grant-in-aid.
- 1.1.5. SASSA is responsible for processing grants application to qualifying beneficiaries, ensuring consistent and effective monthly payment of social grants, and maintaining a credible database for all grant beneficiaries.
 - 1.1.5.1. In support of the statement above, the Agency identified the Automating and Digitizing of the social grants administration system as one of the priorities, which incorporates:
 - 1.1.5.1.1. Implementing a biometric access system for authenticating staff and beneficiaries;

- 1.1.5.1.2. Develop and implement an integrated end-to-end system that incorporates the entire value chain of SASSA
- 1.1.5.1.3. Interface with internal and external (third) party data systems (ensuring interface with key departments for authentication of information)
- 1.1.6. To achieve the goals mentioned above, the Agency has recognised the importance Implementing the appropriate information systems to delivering an effective service to its clients.

1.2. OPERATIONAL OVERVIEW OF SASSA

- 1.2.1. As a government entity, SASSA executes an important mandate as part of the service delivery machinery deployed to alleviate abject 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.
- 1.2.2. Below is a diagrammatic representation of operations in a local office and Records Management Centers



- 1.2.3. SASSA has been using the Content Server (CLM Livelink / OpenText Platform) application since 2009 for the management of its critical records and documents. The solution is used in all SASSA regions. The system usage has gained tremendous momentum within SASSA's business functions nationally.
- 1.2.4. Some of the business functions supported by the OpenText Platform capabilities are:
 - 1.2.4.1. The support for the appeals process;

- 1.2.4.2. To support the Co-sourcing model for the management of the Beneficiary Records Management solution;
- 1.2.4.3. Support the scanning of beneficiary files by managing the throughput of files to scanning bureau, printing of coversheets and the uploading of scanned images to CLMSuite16;
- 1.2.4.4. To manage the Disability Assessment process;
- 1.2.4.5. To support the Grants application process;
- 1.2.4.6. To support the scanning, storage and retrieval of Regulation 26A mandates
- 1.2.5. The platform capabilities are further used to support additional business functions with the intent to eventually eliminate the need for the use of paper. This will include integrating to the Oracle ERP solution and Oracle Identity and access management (IAM) solution.

1.3. ORGANISATIONAL CONFIGURATION

- 1.3.1. SASSA has the following tiers of operations:
 - 1.3.1.1. Head Office;
 - 1.3.1.2. Regional Offices (one per province);
 - 1.3.1.3. District Office (one per district / metro municipality demarcation);
 - 1.3.1.4. Local and Services Offices (one or more per municipal area, depending on the distance and population density).
- 1.3.2. Beneficiaries for all types of Grants interface only with the Local and Service Offices. This is where the grants applications are processed and approved.

1.4. STRATEGIC PROJECTS

1.4.1. BUSINESS PROCESS REENGINEERING

- 1.4.1.1. SASSA is currently analyzing its current business process, with the intent of implementing an optimized and more efficient operating model.
- 1.4.1.2. This project is in an advance stage with the completion:
 - 1.4.1.2.1. of the AS-IS assessment
 - 1.4.1.2.2. Bench marking with similar organization
 - 1.4.1.2.3. Development of the Draft TO-BE operating model.

- 1.4.1.3. The project will impact on the current technologies and systems that are in production and the enhancements or replacement thereof.

1.4.2. GRANTS AUTOMATION

- 1.4.2.1. The following projects are currently in progress but not limited to:
 - 1.4.2.1.1. The online grants application
 - 1.4.2.1.2. The smart review of beneficiary grants
 - 1.4.2.1.3. Enhanced SASSA Call Centre for SASSA clients
 - 1.4.2.1.4. Implementation of Oracle iRecruitment
 - 1.4.2.1.5. Implementation of Oracle iProcurement
 - 1.4.2.1.6. Implementation of Oracle Facilities and Contract Management

1.4.3. REVISED RECORDS MANAGEMENT

- 1.4.3.1. The focus of this bid is to support the electronic records management and workflow automation requirements of the Agency.
- 1.4.3.2. The following projects are currently in progress but not limited to, and have a direct impact on this bid
 - 1.4.3.2.1. Management of Beneficiary files.
 - 1.4.3.2.2. Implementation Beneficiary File Audit and Scanning Project.
 - 1.4.3.2.3. Implementation of on-going scanning to SASSA Local Offices.
 - 1.4.3.2.4. Implementation of a Web-Based front-end to SOCPEN.
 - 1.4.3.2.5. Implementation of the records management for support functions.
 - 1.4.3.2.6. Implementation of workflow solutions for support functions.
 - 1.4.3.2.7. Implementation of a SASSA staff Portal.

2. OBJECTIVES OF THE BID

- 2.1. The main objective of this BID is to acquire a comprehensive Support & Maintenance Service which should include any aspect related implementation of various OPENTEXT and related solutions modules that are presented below:
 - 2.1.1. Support and maintenance for OpenText products;
 - 2.1.2. All the functionalities associated with workflow applications i.e. IRM workflow, user access management and similar workflows;
 - 2.1.3. Beneficiary Records Management solution;
 - 2.1.4. Support and maintenance for Liquid Office;
 - 2.1.5. Support and maintenance for AppWorks;
 - 2.1.6. Support and maintenance for Mobile Application;

- 2.1.7. The automation of additional business processes through the solution expansion / enhancements deliverables; as per the identified and approved work packages;
- 2.1.8. Support and maintenance of scanning using the KOFAX solution;
- 2.2. All costs associated with the above services must be all inclusive.

3. DURATION OF THE CONTRACT

- 3.1. The duration of contract will be 3 years.
- 3.2. The bidder will be required to provide a proposal with costs that is aligned to the duration of the contract as indicated above.
 - 3.2.1. The appointed service provider will be required to enter into a contract with SASSA.

SECTION B – SERVICES / BID REQUIREMENTS

4. SOLUTION OVERVIEW

- 4.1. SASSA has been using the OpenText Content Management (CLM Livelink) application since 2009 for the management of its critical records and documents. The solution is used in all SASSA regions. The system usage has gained tremendous momentum within SASSA's business functions nationally.
- 4.2. SASSA has recently upgraded the solution to the latest version of the OpenText – AppWorks and Content Server platform, version 16. The solution is running on an Oracle Database and using Windows and Linux as the Operating system. The application and its database are hosted at MTN primary and secondary Hosting Centre. The administration of the solution is done at Head Office and is accessible to all the nine Regions and their respective District and Local Offices
- 4.3. Over and above the usual records and management components of the solution; there are customized solutions or add-ons/enhancements that are built on the system. In order to effectively respond to key business requirements; key solution improvements and enhancements were identified and successfully completed and implemented within the current contract. Linking to the application; there are tailor-made programs for the processing of large documents (scanned images) in PDF/JPEG format and automatically

input them with the relevant unique reference (ID) number into the CLM Suite 16 (Livelihood) application.

- 4.4. SASSA has also deployed Liquid Office, an OpenText product to allow for the electronic capturing of information at the various business functions using e-forms.
- 4.5. The SASSA online grants solution was upgraded to the OpenText AppWorks Platform. The GUI layer of the solution is built using Angular. The Portal is built using Oracle ADF.
- 4.6. The Mobile Application component is built using Go-Native platform. The solution uses an Oracle database and runs on an Oracle Private Cloud Appliance hosted in the MTN datacenter.
- 4.7. There are 2000 Content Server user licenses, 2000 AppWorks licenses. There are 500 LiquidOffice Licenses that are in use. These licenses are distributed throughout all SASSA offices. SASSA has also procured 200 web report licenses;
- 4.8. There are also KOFAX KT/KC and KTA Licenses that support the scanning requirements of the various solutions.
- 4.9. Overall, the electronic records management system is used to store scanned images of beneficiary files and to manage the beneficiary review and notification process i.e. letters to the grant recipients through SAPO, and the re-registration data (FICA documentation and facial images). Furthermore, a number of enterprise scanning profiles are used to support the scanning of user management forms, invoices, leave forms, "loose correspondence" documentation, KZN medical assessment records and similar records.

5. TECHNOLOGY OVERVIEW

5.1. SOCPEN

SOCPEN is a mainframe system hosted at SITA Centurion and running on ADABAS Natural. The main function of SOCPEN is to be the definitive source of beneficiary data to effect payments. It is responsible to host the business rules to determine eligibility of applications and manage the on-going maintenance of beneficiaries to ensure accurate disbursements to beneficiaries.

NB: SOCPEN is the critical system where the actual Grants Administration takes place. In relation to Grants Administration, all the other systems interface with SOCPEN where they

cannot write back there-to. SOCPEN System will be central to the implementation of a capability of irrefutable and irrevocable transactions both SASSA Official and Beneficiary facing.

5.2. ORACLE ERP

Oracle ERP is an Enterprise Resource Planning system used by the Agency for its Financial and Human Capital Management functions. This is a national system that also enables the Agency to operate an accrual financial system. The system is currently operated only by Finance and Human Capital Management staff and has capabilities for self-service access for employees.

5.3. CONTENT SERVER (LIVELINK)

The Content Server (Livelink) system is a document management system (electronic registry) and is currently operational in all SASSA offices. Content Server (Livelink) is utilized by support services, with ERP, HCM and finance documents stored in the central repository for critical information. The Grants Administration component within the Agency utilizes this system for the management and storage of the digital beneficiary files and notifications (reviews). The workflow component supports the Appeals process.

5.4. BENEFICIARY RECORDS MANAGEMENT (BRM) SOLUTION

The Beneficiary Records Management (BRM) system is a custom built system that supports the on-going management of beneficiary files by providing a file management capability that allows capturing, scanning, tracking and destruction of files. This will include ingesting the file location data from the outsourced storage and retrieval of files of the service provider and the checking in and out of files in the registries as well as the electronic tracking of where physical files are kept. The BRM system is a critical enabler of on-going beneficiary maintenance ensuring a physical record of all beneficiary transactions is available. The BRM system is also the basis for all related processes like Appeals and Litigation, Queries and Customer Care, Life Certification and Workflow.

5.5 Go-Native (Mobile Application)

SASSA has developed a mobile application that support the grants application processes. The technology platform used to develop the mobile application is GO-Native that is

seamlessly integrated to the SASSA's services portal and the OpenText Platform. The product is not yet available to the public for use.

5.6 OPENTEXT APPWORKS (ONLINE GRANT APPLICATION)

The OpenText platform is used at the main workflow and case management capability that enables the intake and processing of a grant application. Further there are a number of workflows that have been developed to support other business process, that includes debt management, strategic planning and reporting and legal services.

5.7 SYNERGY (FILE REPLICATION)

As part of the existing service, the bidder is required to support the content server file replication capability using the Synergy Technology. Files are propagated to the DR environment in real-time.

5.8 LIQUIDOFFICE

The OpenText LiquidOffice platform was used initially to develop the online grants application. This platform still needs to be supported as it supports the offline capability to capture a grant. It is currently used to support the user on-boarding process.

5.9 HOSTING ENVIRONMENT

SASSA uses the Oracle Private Cloud appliance to host its business applications. The Operating system used is a Hybrid of Windows 2016 and Linux.

The database technology used is Oracle.

A Demilitarized Zone (DMZ) is configured to allow the public client to access the Online Portal.

The following environment exist to support the system development life cycle (SDLC)

1. Production
2. Pre-prod
3. QA/Test
4. Development
5. Disaster Recovery

6. OVERVIEW OF SERVICE REQUIREMENTS

- 6.1. SASSA has always outsourced its support and maintenance services for the OpenText Platform and related records management solutions.
- 6.2. The current contract for these services will come to an end on 06 June 2023. The current contract caters for the phasing in of a new service provider.
- 6.3. SASSA now seeks to issue a request for a bid for support and maintenance services for a period of three years.
- 6.4. The OpenText product suite has become a critical solution platform used in enabling and automating SASSA's core business processes. The solution has since been expanded to support addition business functions within the organization.
- 6.5. The required services will be segmented as following:
 - 6.5.1. Planning and Organizing of initiatives
 - 6.5.2. Solution development and implementation
 - 6.5.3. Support and maintenance
 - 6.5.4. Governance and deliverable management.
 - 6.5.5. Skills transfer and training.
- 6.6. The main services components for this BID are listed as follows:
 - 6.6.1. Planning and Organizing.
 - 6.6.1.1. Solution Architecture definition, design and modelling services
 - 6.6.1.2. Programme and Project management.
 - 6.6.2. Solution Build and Implementation
 - 6.6.2.1. Detailed functional design specification and prototyping services
 - 6.6.2.2. Quality management services
 - 6.6.2.3. Build, configure and implementation services
 - 6.6.2.4. Transitioning and operationalize services.
 - 6.6.3. Support and Maintenance services
 - 6.6.3.1. Routine and preventative maintenance
 - 6.6.3.2. Resolution of Technical Errors and implementation of fixes
 - 6.6.3.3. Adaptive and perfective maintenance.
 - 6.6.3.4. Operational support / service requests.

- 6.6.3.5. Problem management on logged incidents.
- 6.6.4. Governance and deliverable management.
 - 6.6.4.1. Project deliverable and performance management
 - 6.6.4.2. Service level management
 - 6.6.4.3. Solution Architecture and Product adoption
 - 6.6.4.4. implementation approval
 - 6.6.4.5. Stakeholder apprising and management

7. SERVICE DEFINITION AND DELIVERY REQUIREMENTS

7.1. Solution Architecture services.

- 7.1.1. Develop and maintain a baseline of the solution architectures that are currently in production.
- 7.1.2. Assessing the systems architecture currently in place and working with technical team to recommend solutions to improve the service offering.
- 7.1.3. Propose and develop new or revised architectures that will inform service improvements.
- 7.1.4. Service outcome is to provide solution and system architectures artefacts or models that guide the detailing of solution designs that meet business objectives and requirements.
- 7.1.5. Providing updates to stakeholders on product development processes, costs, and budgets.
- 7.1.6. Assessing the business impact on the choice of technical capabilities when building and integrating information systems to meet the company's needs.
- 7.1.7. Informing various stakeholders about any problems with the technical solutions being adopted.
- 7.1.8. Providing supervision and guidance to development teams and resolving technical problems as they arise.

7.2. Programme and Project Management services

- 7.2.1. The service outcome is to manage the implementation of a programme of projects based on the adopted solution architectures that are aligned to the business objectives and the realization the required business benefits.

- 7.2.2. Establish a programme of projects or initiatives based on the solution architectures.
- 7.2.3. Establish a programme and the individual project schedules and delivery milestones.
- 7.2.4. Allocation and optimized use of resources.
- 7.2.5. Manage the performance of projects to agreed or approved milestones, deliverables and timelines.
- 7.2.6. Manage the risks and issues that arise during project execution.
- 7.2.7. Provide accurate and impartial reporting on project progress to enable sign-offs and invoicing.

7.3. Detailed functional design specification and prototyping services

- 7.3.1. Prepare initial business requirements and definition artefact and documentation
- 7.3.2. Develop the functional models and specification documentation.
- 7.3.3. Effect changes to the documentation and prototype based on iterative collaboration with the business stakeholders and solution architect.
- 7.3.4. Develop test plans to guide the build and technical specifications
- 7.3.5. Finalize the functional and technical specifications

7.4. Build, configuration and implementation services

- 7.4.1. Evaluate the detail design specifications and test plans
- 7.4.2. Provide feedback on any technical improvements to the design
- 7.4.3. Develop solutions in accordance to the detail design specifications
- 7.4.4. Ensure build is tested against the functional, security and performance test criteria.

7.5. Transitioning and operationalize services.

- 7.5.1. Training of users
- 7.5.2. User onboarding
- 7.5.3. Migration of the solution to the production environment
- 7.5.4. Operational Transition and change management
- 7.5.5. Enable operational support

8. SUPPORT AND MAINTENANCE SERVICES

- 8.1. It is critical that services rendered must deliver the required business benefits. This means the solutions that are currently in production are fully supported and maintained to ensure optimum performance and the solutions are continuously improved to meet changing business requirements.
- 8.2. Further there will be implementation of additional workflow solutions to various business units using the OpenText solution Platform to support the automation and digitization agenda. These will be projects will follow a development lifecycle.
- 8.3. The above solutions will be delivered using the agreed baseline of full-time resources as defined in paragraph 10. With 20% of the effort ensuring the solutions in production are working optimally in accordance with business requirements. (optimum performance and use of applications) and is expected that 80% of the effort will be invested to improving the service and products offering to SASSA business functions (solution enhancement and projects).
- 8.4. **OPTIMUM PERFORMANCE AND USE OF APPLICATIONS (20% of full-time resource cost)**
 - 8.4.1. The OpenText solution platform supports SASSA's critical business processes. It is therefore crucial that the application operates at an optimum level to ensure excellent service delivery to both the end users as well as SASSA clients.
 - 8.4.2. The routine maintenance component SASSA expects the bidder to fully understand the concept of preventative maintenance, adaptive / perfective maintenance and corrective maintenance. Hence this routine maintenance will include but not limited to:
 - 8.4.2.1. Proactive, continuous monitoring of performance on the database and application to identify bottlenecks and areas requiring optimization.
 - 8.4.2.2. Technical advice on the results of the health checks.
 - 8.4.2.3. Enhancements (Change requests) to ensure the solution remains relevant to the business requirements and there is continuous improvement in the solution or service offering.
 - 8.4.2.4. Timeous resolutions of service requests and incidents.
 - 8.4.2.5. Upgrades to the solution platform.
 - 8.4.2.6. 24-hour monitoring of Service Requests with OpenText through the appointed OEM partner.

8.4.3. Support and maintenance services for the duration of the contract will include service elements such as:

- 8.4.3.1. Assistance with the provisioning of reports and answering of questions to the Auditors,
- 8.4.3.2. Development and Running of reports,
- 8.4.3.3. On-going training and skills transfer (either individually or classroom based); etc.,
- 8.4.3.4. Configuration and implementation of newly developed modules or acquired modules from OpenText.
- 8.4.3.5. All calls received will be attended to and completed in accordance to agreed service levels and processes to ensure that services are rendered through the OpenText Platform in accordance to agreed services levels.

8.5. SOLUTION ENHANCEMENT PROJECTS (80% of full-time resource costs)

- 8.5.1. The OpenText solution Platform has been designed and developed to support SASSA's business processes. Due to business improvement initiatives, and the expansion of the solution to support more business units any improvement to the solution in respect of adaptive and preventative (minor enhancement) will be incorporated within the full-time resource allocation costs.
- 8.5.2. The solution enhancement projects are aimed at expanding the use of the OpenText solution Platform to various business units to support SASSA's automation agenda.
- 8.5.3. These enhancement projects will follow the project lifecycle as described in paragraph 7.2.
- 8.5.4. These projects typically will amount to 80% of the effort expended by the full time resources.

9. ONGOING TRAINING OF SASSA USERS

9.1. A focal point of the support aspect of this bid will be the transfer of functional support and technical skills in line with SASSA's Business model. The successful bidder must provide a structured skills transfer model, to empower identified super-users, applications users and SASSA trainers to, amongst others:

- 9.1.1. Conduct 1st line analysis on user queries / problems
- 9.1.2. Conduct training on enhancements and major releases to the different user roles
- 9.1.3. Develop user manuals, guidelines and release notes.

9.1.4. Assist and support the change management programmes

10. GOVERNANCE AND DELIVERABLE MANAGEMENT

- 10.1. Deliverable management will form an essential function in this project / services contract, ensuring that several streams of concurrent work packages within multiple stages are managed correctly and that all objectives and deliverables in the solution expansion component or the support and maintenance component are achieved. Critical to deliverable management is the correct supporting communication structure.
- 10.2. The following is a minimum set of deliverables to support the requirements mentioned in section C and will contain at the minimum the following:
- 10.2.1. Project Service Level Agreement
 - 10.2.2. Attendance of ad-hoc project status meetings
 - 10.2.3. Attendance of monthly/quarterly SLA and Steering Committee meetings
 - 10.2.4. Provisioning of a monthly Progress report
- 10.3. Deliverable management will include but limited to the following responsibilities:
- 10.3.1. Execute tasks according to the objectives of this bid and support requirements as outlined in section 2 and 4.
 - 10.3.2. Ensure that all project deliverables are met
 - 10.3.3. Identify and report on project dependencies
 - 10.3.4. Identify and minimise the effect of project constraints
 - 10.3.5. Execute project controls and change control procedures as applicable
 - 10.3.6. Continuously manage identified and new risks regarding the project
 - 10.3.7. Report on progress and project risks
 - 10.3.8. Co-ordinate the effort and communication between stakeholders
 - 10.3.9. Govern timeframes on deliverables where deliverables are included as SASSA's responsibility ensuring all service levels are achieved.
 - 10.3.10. Review feedback (progress) reports
 - 10.3.11. Close-Out Report and technical handover including updating and provisioning all manuals and technical documentation to SASSA
 - 10.3.12. Any costs associated with governance and deliverable management must be included in the costs associated with the requirements contained in paragraph 7, paragraph 8 and paragraph 9.

10.3.13. Critical for the bidder to note is how they position this requirement and demonstrate its capability to assist SASSA in achieving its objective. This effort in most instances will influence the project component of this bid. This will include:

- 10.3.13.1. Showing initiative
- 10.3.13.2. Taking ownership
- 10.3.13.3. Solving problems
- 10.3.13.4. Fostering innovation
- 10.3.13.5. Demonstrating "value for money".

11. RESOURCE REQUIREMENTS

- 11.1. The bidder is required provide the following resources with skills aligned to the roles and responsibilities listed below:
- 11.2. The bidder may, if deemed necessary, to include additional resources to the baseline to ensure the service requirements listed above will be realised. These resources will form part of the proposed bidder's baseline for resources.
- 11.3. Table of resources are listed below:

	Resource Type	Quantity	Key Roles and Responsibilities
11.3.1.	Solution Architect	1	<ol style="list-style-type: none"> 1. Audit and Document the current AS-IS architecture of the solution that is currently been implemented. 2. Identify areas of improvements and optimization in the solution offering. 3. Guide the resolving of technical problems 4. Ensure new solutions and enhancements are aligned to the approved architecture 5. Maintain the architectures to remain relevant to support SASSA's automation Agenda and communicate the impact of emerging technologies and any changes to the current technology footprint.
11.3.2.	Technical Analyst (ArchiMate modeling specialist)/ documentation specialist	2	<ol style="list-style-type: none"> 1. Develop and document the detailed architecture models for the solutions 2. Provide the detailed narrative of the models 3. Be the custodian of the contract library and maintain the inventory and history of project and architecture Documentation.

11.3.3.	Senior Business Analyst	3	<ol style="list-style-type: none"> 1. Develop and in-depth understanding of SASSA's business and operational model. 2. Propose initiatives to support SASSA's automation agenda 3. Develop and manage the lifecycle of business requirements that support the proposed initiatives 4. Identify operational and technology risks 5. Oversee the quality of the detailed functional specifications and the associated test plans. 6. Assume overall responsibility of the functionality delivered by the solution. 7. Address deficiencies and identity improvements to the solution.
11.3.4.	Functional Application or Product Specialists	6	<ol style="list-style-type: none"> 1. Provide 2nd line functional support to users for solutions in production. 2. Document application change requests and the test plans. 3. Confirm the accuracy and robustness of the functional specifications and test plans. 4. Testing of application change requests for completeness, and alignment to specification. 5. Facilitate Beta testing and User Acceptance Testing of major enhancement and new solutions with SASSA officials Changes 6. Assist the development team with alpha testing of new solutions and enhancements 7. Maintain solution documentation such that is remains current and relevant to the production systems. 8. Proactive monitoring of the solutions in production to prevent downtime and ensure usability downtime. 9. Propose functional enhancements to the production solutions.
11.3.5.	Senior Developer	4	<ol style="list-style-type: none"> 1. Develop, configure and maintain the various AppWorks workflows 2. Develop, enhance the workflow front end Angular Screens 3. Develop, configure and maintain the integration interfaces. (API's, REST, FTP, EMAIL, SMS, SOCPEN, TCVISION) 4. Develop, configure and maintain the Portal, mobile application,

			5. Develop, configure and maintain the custom built Beneficiary Records Management system
11.3.6.	Liquid office specialist	2	1. Configure, develop and maintain various e-forms and workflows
11.3.7.	Senior Content Server Administrators	2	1. Configure, develop and maintain the various content server, AppWorks and LiquidOffice environments
11.3.8.	Certified Oracle Database Administrator and Unix Administrator	2	<ol style="list-style-type: none"> 1. Routine database and operating system management (patching, security updates etc) 2. User management and reporting 3. Configure, develop and maintain various Oracle database instances in the various environment. 4. Backup and Restore of the various database instances 5. Ensure uptime, integrity and optimum performance of the database instances.
11.3.9.	KOFAX product specialist	3	1. Configure, develop and maintain various KOFAX projects in the various environments
11.3.10.	Senior Project Manager	1	<ol style="list-style-type: none"> 1. Will be the main interface with SASSA and the services delivery team and take overall responsibility in ensuring the successful delivery of a projects and services and heads the governance and deliverable function. 2. Develop required project documents 3. Identify dependencies on the client side and escalate resolution of non-performance. 4. Identify and Manage risks in delivering of projects 5. Allocate and coordinate the effort of the technical resources in delivering projects and concluding projects. 6. Ensure the projects meet the required quality criteria 7. Manage the transition of solutions to operations. 8. Report of the performance of the projects and ensure sign off on delivery. 9. Raise invoices as per the agreed billing milestones

11.3.11.	Project coordinator / Administrator/Librarian/Audit Manager	2	<ol style="list-style-type: none"> 1. Supports the project manager in the execution of project tasks and deliverables 2. Provides the overall administrative support for the projects 3. Ensure and follow-up on service requests 4. Facilitates and follows up on tasks 5. Maintain a library of all project and contract documentation 6. Provides a secretariat function for the project. 7. Provides a coordination function for the project.
11.3.12.	Operations / Service Manager	1	<ol style="list-style-type: none"> 1. Manage the lifecycle of logged call and service requests to completion. 2. Manage the life cycle of change requests to completion. 3. Manage the availability and failover of the solutions 4. Manage the backup and recovery process. 5. Manage the user access management process 6. provide the compliance audit and service levels reports.

12. SOLUTION EXPANSION SERVICES

12.1. OVERVIEW OF THE SERVICE ELEMENT

12.1.1. There is currently a Business Process re-engineering project in progress. There are a number of technology related initiatives that have been proposed to support SASSA's automation agenda in ensuring compliance and improve efficiency. This means there are new initiatives or new solutions that must be developed that is coincidental and / or conducive in responding to the business initiative.

12.1.2. Typically, these projects / initiatives are identified at the start of a financial year or at the start of a reporting quarter (if the operational plan is amended) and milestones that needs to be completed within a reporting quarter.

12.1.3. This work package will further allow in expanding the use of the OpenText Platform and configuring additional components. (e.g Chat Bots, additional API interfaces, and similar)

12.1.4. Based on the urgency, complexity and the required competency of the initiative, it may not be possible to deliver the solution using the existing resources that are part of the baseline.

12.1.5. This effort will utilise resources outside the current baseline for resources and typically will include an OEM as part of this engagement. This will include but not limited to:

12.1.5.1. Continuous expansion and deployment of CLM Livelink and all add-on solutions as per business requirements from time to time;

12.1.5.2. Developing further add-on programs to assist with the efficient use of the OpenText Platform; and

12.1.5.3. Assisting with any other changes that may be necessary based on the revision of the OpenText Platform Architecture from time to time.

12.1.6. This will mean that as part of this engagement, the successful Service Provider, be expected to develop and lead the implementation of a work package using an appropriate Systems Development Life Cycle (SDLC) framework, that will deliver the required solution and integrated the product that will be supported by the current baseline resources as part of normal operations.

12.2. PROGRAMME OF PROJECTS AND INITIATIVES

12.2.1. The following Initiatives and opportunity projects have been identified that will, on approval of the steering committee, be delivered as part the expansion services element:

12.2.2. Offline non-repudiation capability for the intake of grants applications where there is no network connectivity.

12.2.3. Enabling the integration to 3rd party entities.

12.2.4. Enhancement to the back scanning capability to enable the scanning and destroy function of beneficiary files.

12.2.5. Enabling the Quarterly Strategic Reporting template

12.2.5.1. Annual Performance Plan - APP

12.2.5.2. Annual Operations Plan - OPS

12.2.5.3. Technical Definition Indicator's (TDI)

12.2.6. POPIA compliance initiative, Implementation of the Oracle data vault, Audit vault, Key vault on the OpenText Platform.

12.2.7. Implementation of the Platform Performance monitoring tool.

- 12.2.8. Accounts Payable - invoice processing workflow.
- 12.2.9. SASSA Pay Point inspections and monitoring tool.
- 12.2.10. Automation of the invoicing and processing and integration to the ERP system
- 12.2.11. Implementation of the Robot Process Automation of the Client Call Centre.
 - 12.2.11.1. Automated response to standard client enquiries.
 - 12.2.11.2. Self-service to client requests.
- 12.2.12. Automation of the Facilities Management and Auxiliary Services Functions that includes:
 - 12.2.12.1. Travel booking and authorisation
 - 12.2.12.2. Property inspections and reporting
 - 12.2.12.3. Trip Authority management
 - 12.2.12.4. SASSA vehicle management and maintenance
- 12.2.13. Human Capital Management (HCM) workflows and digitization
- 12.2.14. Information and Communications technology (ICT) workflows
 - 12.2.14.1. Establishing the hosting management capability
 - 12.2.14.2. Asset and configuration Management
 - 12.2.14.3. Change management
 - 12.2.14.4. Release Management

12.3. **PROGRAMME EXECUTION**

- 12.3.1. The expansion services element will be executed by adopting an agreed System Development Lifecycle (SDLC) that will typically include the development of a high level delivery program plan, with each project on the program plan typically defined as follows:
 - 12.3.1.1. The formulation of a statement of work for a work package or service request.
 - 12.3.1.2. Project initiation
 - 12.3.1.3. Requirements gathering and definition
 - 12.3.1.4. Functional design specification
 - 12.3.1.5. Functional Test criteria
 - 12.3.1.6. Solution configuration and building
 - 12.3.1.7. Solution testing
 - 12.3.1.8. Solution documentation
 - 12.3.1.9. Deployment and transition.
 - 12.3.1.10. Milestones to accomplish the statement of work and its objective.

- 12.3.1.11. Schedule of deliverables with timelines not exceeding 90 days per work package.
- 12.3.1.12. Cost and billing milestones to deliver the work package
- 12.4. Approval is required for the above work mentioned package by the project steering committee.
- 12.5. There can be a maximum of only 5 work packages per year.
- 12.6. The total cost of the above work packages per annum must not exceed 20% of the annual cost.

13. SOLUTION ENABLEMENT SERVICES

- 13.1. As indicated in paragraph 12, as part of the solution definition phase, there could be infrastructure and technology licenses that will be required to ensure the enabling and realisation of the solution.
- 13.2. The costs of these services must be included as part of the expansion services element as part of the solution definition process.

14. TRAINING, ROLLOUT AND OPERATIONAL COSTS

- 14.1. As indicated in paragraph 5.1.5, it is expected that 80% of the effort will be invested to improving the service and products offering to SASSA business functions (solution enhancements). 20% of the effort will be ensuring the application is working optimally in accordance with business requirements (routine monitoring, maintenance and minor enhancements).
- 14.2. This means that the implementation and rollout of any major enhancements to existing solutions, implementation of additional modules etc. will be emanating from the project component of the support and maintenance element needs to be catered for. The scope of the training requirements needs to be aligned to the expansion services listed in paragraph 12.
- 14.3. Further there may be additional operational or technical support or requirements that may be required to ensure the solution is optimally configured, secured and operational (e.g security testing, configuration of performance monitoring tools, implementation of Audit, key and data vault and similar technologies etc.)
- 14.4. The costs of this element MUST be constrained at a maximum of twenty percent (20%) of the total baseline costs for support and maintenance.

15. PHASE IN AND PHASE OUT OF SERVICE PROVIDERS

- 15.1. As part of the Phase-In and Phase-Out process, the bidder will be required to study the SASSA environment and prepare a DUE DILLIGENCE REPORT of the current OpenText implementation and its integration components.
- 15.2. The bidder will be required to be on-site at most 3 months prior to the terminating of the existing contract to ensure a smooth transition. Once SASSA is convinced that the transition is successful (sign-off), the successful service provider will be able to bill SASSA for services rendered during the transition period one month after start of the contract period.
- 15.3. The bidder is required to provide a detailed phase-in approach and schedule over a maximum 3-month period together with its associated costs.
- 15.4. The bidder, as part of the phase out process, will be required to handover the support and maintenance operations, together with all of the related data and documentation to a new service at the end of the contract. The cost associated with the phasing out process is to be included as part of the baseline resource costs. The phase out process should not exceed 3 months.

16. LICENSES RENEWAL

- 16.1. The following licenses needs to be renewed as part of this bid. The costs of these licenses must be included in the pricing.
 - 16.1.1. Syntergy licenses (File replication for syncing of files to the DR site)
 - 16.1.2. Go-Native license (Licenses used for the mobile Application platform)
 - 16.1.3. Annual costs for Android / Google store and Apple Store

17. SOLUTION PRICING

- 17.1. The bidder is required to refer to paragraph 3 regarding the duration of the contract.
- 17.2. The bidder must refer to **Annexure F** of the terms of reference.
- 17.3. The bidder is to use the template **Annexure F** to provide the overall solution pricing.
- 17.4. The total price for 3 years will be used for the price evaluation
- 17.5. The total value of the contract will be based on the 3-year pricing.
- 17.6. All direct and indirect costs, e.g. travelling etc., must be included the pricing elements.
- 17.7. The pricing is broken down as follows:

5. Contract Pricing Summary

		Year 1	Year 2	Year 3	Year 1 to Year 3 Total
1. Support and Maintenance					
1.1. Routine Maintenance	20% of baseline costs				
1.2. Enhancement Projects	80% of baseline costs				
1.3. Total Baseline Costs (1.1 + 1.2)					
2. Solution Expansion Services (max 5 work packages per year)					
3. Training and rollout costs	Max 20% of Total baseline costs (1.3)				
4. Phase IN – Phase Out					
5. VAT					
Total incl. VAT					

SECTION C – EVALUATION INFORMATION

18. BID EVALUATION PROCESS

- 18.1. The bid proposals shall be evaluated in accordance with the 90/10 principle. The evaluation shall be conducted as follows:
- 18.2. The bid proposal will be checked against the special conditions (Stage 1A) and administrative compliance requirements (Stage 1B):
- 18.3. Thereafter the bid will be evaluated for:
 - 18.3.1. Stage 1C: Functionality.
 - 18.3.2. Stage 2: Price and Specific goals

19. STAGE 1A: SPECIAL CONDITIONS OF THE BID

- 19.1. The Bidder **MUST** be an accredited SELECT OEM partner with OpenText or the OEM themselves.
 - 19.1.1. The bidder to submit valid and current accreditation certificate from the OEM; or
 - 19.1.2. A letter from the OEM confirming the accreditation status and validity.
- 19.2. The bidder to note that the accreditation status and validity will be confirmed with the OEM by SASSA.
- 19.3. Bidders must attend a compulsory Information (Briefing) Session at SASSA Head Office.

FAILURE TO COMPLY WITH THE REQUIRED SPECIAL CONDITIONS WILL INVALIDATE YOUR BID.

20. STAGE 1B: ADMINISTRATIVE COMPLIANCE

- 20.1. Submission of Signed Standard Bidding documents
- 20.2. Proof of registration with Central Supplier Database / CSD MAAA Number
- 20.3. c) B-BBEE verification certificate or sworn affidavit
- 20.4. Tax Status Verification Pin

FAILURE TO COMPLY WITH THE ABOVE ADMINISTRATIVE REQUIREMENTS MAY INVALIDATE YOUR BID.

21. STAGE 1C: FUNCTIONALITY

21.1. The following values below will be used to evaluate the provide annexures of the bid proposal:

21.1.1. 1=Poor

21.1.2. 2=Average

21.1.3. 3=Good

21.1.4. 4=Very Good

21.1.5. 5=Excellent

21.2. Bidders who score less than 70 out of 100 points under the Functional Evaluation will be disqualified and will not be considered further.

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

Functionality Criteria	Weighting
Annexure A: Company profile	
1.1. Key competencies of the company	3
1.2. Bidder to provide a portfolio of evidence, including company name, contact details, value of the contract/s where the services and projects were successfully rendered.	
1.3. The bidder to further provide evidence where a contract value meets the following criteria:	3
1.3.1. A contract with a value less than R10 million = 1	
1.3.2. A contract with a value exceeding R10 million to R50 million = 2	
1.3.3. A contract with a value exceeding R 50 million to R100 million = 3	
1.3.4. A contract with a value exceeding R100 million to R150million = 4	
1.3.5. A contract with a value exceeding R100 million to R150million = 4	
1.3.6. A contract with a value exceeding R150 million = 5	
Annexure B : Support and Maintenance (Solution proposal) as per Section B	34
Annexure C : Phase In – Phase Out Approach	15
Annexure D : Evaluation of the CORE Technical resources	40
Annexure E : Governance and deliverable management	5
	100

22. STAGE 2: PRICE AND SPECIFIC GOALS

- 22.1. In terms of the SASSA policy approved on the 15 January 2023 informed by the Preferential Procurement Policy Framework Act 5 2000, points must be awarded to a bidder for attaining specific goals in accordance with the table below:

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

- 22.2. To claim number of points under Specific Goals bidder should submit B-BBEE verification certificate from a verification agency accredited by the South African National Accreditation System (SANAS) indicating the BBEE Level and submit Central Supplier Database / CSD MAAA Number indicating the percentage of all shareholders and/or owners

OR

Bidders to submit sworn affidavit indicating BBEE Level and the percentage of all shareholders and/or owners signed by the commissioner of oaths as well as all the company shareholders and/or owners.

SECOND STAGE: Price and Specific Goals	Weights
Price	90
BBBEE Status Level of Contribution	10

23. BID CONDITIONS

- 23.1. As part of the evaluation process, SASSA reserves it right to check references of the bidder mainly for, but not limited, to the bidder's track record and accreditations.
- 23.2. SASSA reserve the right to request presentations from the bidder to provide clarify on the bid proposal.
- 23.3. It is the responsibility of the appointed server provider to ensure that the accreditation of their OEM status remains valid for the duration of the contract as this will affect the validity of the contract. Failure to comply, will result in the disqualification or termination of the contract.
- 23.4. All direct and indirect costs, e.g. travelling etc., must be included the pricing elements. SASSA will not entertain any additional costs outside the pricing schedule.
- 23.5. Bidders may be requested to make further representations of their proposals to the bid evaluation panel, to clarify their proposals.
- 23.6. Bids must be submitted in line with the provided attached response annexures. Refer to paragraph 22.
- 23.7. The Agency reserves the right to award the bid to one or more service providers; in whole or partially or not to award the bid at all.
- 23.8. The Agency reserves the right to enter into price negotiation with the recommended bidder.
- 23.9. The Agency will contract and also conclude Service Level Agreement(s) with the successful bidder(s).
- 23.10. The General Conditions as stipulated by the National Treasury will be applicable.

SECTION H – RESPONSE TEMPLATES

24. BID RESPONSE TEMPLATES

24.1. The following response annexures will be provided to bidders that attend the compulsory briefing session:

24.1.1. **ANNEXURE A: COMPANY PROFILE**

24.1.2. **ANNEXURE B: SOLUTION PROPOSAL**

24.1.3. **ANNEXURE C: PHASE IN APPROACH**

24.1.4. **ANNEXURE D: RESOURCE PROPOSAL**

24.1.5. **ANNEXURE E: GOVERNANCE AND DELIVERABLE MANAGEMENT PROPOSAL**

24.1.6. **ANNEXURE F: PRICING SCHEDULE**