

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CSOS015-2021	CLOSING DATE: 11 October 2021		CLOSING TIME:	12:00pm
DESCRIPTION	THE SUPPLY, DEVELOPMENT AND IMPLEMENTATION OF A BUSINESS AUTOMATION SOLUTIONS INCLUDING MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Building 4 Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nduduzo Mthimkhulu	CONTACT PERSON	Mawande Jadezweni		
TELEPHONE NUMBER	(010) 593 0533 / 0766303779	TELEPHONE NUMBER	(010) 593 0533		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	tenders@csos.org.za	E-MAIL ADDRESS	mawande.jadezweni@csos.org.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES

☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no	Company/Close Corp. registered no	
Income Tax ref no	PAYE ref no	7
VAT registration no	SDL ref no	L
Customs code	UIF ref no	U
Telephone no	Fax no	
E-mail address		
Physical address		
Postal address		

Particulars of representative (Public Officer/Trustee/Partner)

Surname		
First names		
ID/Passport no	Income Tax ref no	
Telephone no	Fax no	
E-mail address		
Physical address		

Tender number	
Estimated Tender amount	R ,
Expected duration of the tender	year(s)
Particulars of the 3 largest contracts previously awarded	
Date started	Date finalised

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES	NO
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I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Name of applicant/
Public Officer

C

C

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D

D

Date

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF
BUSINESS AUTOMATION SOLUTION***



TERMS OF REFERENCE

**TERMS OF REFERENCE FOR PROPOSALS FOR THE SUPPLY, DEVELOPMENT
AND IMPLEMENTATION BUSINESS AUTOMATION SOLUTIONS INCLUDING
MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS**

CLOSING DATE AND TIME: 11 October 2021 at 12PM

TENDER BOX ADDRESS:

Unit 4, Berkley Office Park,
8 Bauhinia Street,
Highveld Techno Park,
Centurion

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF
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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF
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1. TERMS AND CONDITIONS

This Request for Proposal (RFP) has been compiled by the CSOS and is made available to Bidders subject to the following terms and conditions, which Bidders are deemed to acknowledge and accept:

- 1.1. A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of ninety (90) Days from the date of submission to the CSOS.
- 1.2. Unless or until a binding contract is concluded between the CSOS and the successful Bidder, the offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder.
- 1.3. The CSOS reserves the right to amend, modify, withdraw or terminate this RFP or any of the requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any Bidder or person.
- 1.4. Should this RFP be amended, the CSOS undertakes to publicize or send each Bidder in writing the amended RFP. No oral amendments by the Bidder or the CSOS shall be considered.
- 1.5. It is compulsory for a Bidder submitting a bid to be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that it remains registered for the duration of the services and/or contract, if successful.
- 1.6. The Bidder needs to ensure that it is tax compliant at the time of submitting its Bid and remains tax compliant for the duration of the contract and/or services, if successful, and undertakes to provide supporting documentation issued by the South African Revenue Services ("SARS") confirming it is tax compliant upon request by the CSOS.
- 1.7. The CSOS reserves the right to conduct site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its response to this Bid.

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- 1.8. This RFP is not intended to form the basis of a decision to enter into any transaction with the CSOS and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
- 1.9. Neither the CSOS or any of its respective directors, officers, employees, agents, representatives or advisors will assume any responsibility for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to this RFP.
- 1.10. No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the CSOS, result in disqualification of the relevant entity.
- 1.11. Any material changes in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall be brought to the attention of the CSOS Supply Chain Management ("SCM") Section in writing. The CSOS shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any Bidder and may in its sole discretion disqualify the Bidder from any further participation in the bid process.
- 1.12. Any requirement set out in this RFP which stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of the CSOS, and unless the contrary is expressed, may be waived by the CSOS in its sole discretion at any stage in the bid process.
- 1.13. All Bids submitted to CSOS shall become the property of the CSOS and will not be returned to the Bidders. The CSOS will make all reasonable efforts to maintain information contained in proposals in confidence.
- 1.14. The CSOS and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.

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- 1.15. A Bid submitted by the Bidder shall be considered non-responsive if it shows any omissions or non-compliance with pre-qualification and/or other established evaluation criteria. . However, the CSOS reserves the right to waive any non-compliance with any aspect of non-responsiveness and to make an award in the best interest of the organization, provided that such waiver is applied consistently across all Bidders.
- 1.16. The CSOS reserves the right to accept or reject in part or whole any Bid submitted, and to waive any technicalities if this is in the best interest of the organization.
- 1.17. The CSOS reserves the right to require a Bidder to provide a formal presentation of its Bid at a date and time to be determined by the CSOS. The CSOS shall provide adequate instructions and clarification regarding the purpose and scope of the presentation. All expenses in this regard, shall be borne by the Bidder.
- 1.18. In this RFP, the words “service provider”, “supplier” will be used interchangeably to refer to the Bidder.
- 1.19. All costs associated with the preparation and submission of the Bid remain the responsibility of the Bidder. The costs shall not be chargeable to the CSOS by the successful or unsuccessful Bidder.
- 1.20. All Bids must be formulated and submitted in accordance with the requirements of this RFP, General Conditions of Contract and any other applicable SCM frameworks in the public sector.
- 1.21. Bids received after the closing date and time as specified in this RFP shall be rejected.
- 1.22. The successful service provider must subcontract a minimum of 30% of the value of the contract to a QSE or EME which is at least 51% owned by black people or women and/or youth from historically disadvantaged communities.

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2. INTRODUCTION

2.1 The Community Schemes Ombud (CSOS) Service is established in terms of the Community Scheme Ombud Service Act, 2011 (Act 9 of 2011) to regulate the conduct of parties within community schemes and to ensure their good governance. In order to deliver on its mandate, key amongst the priorities of the organisation are:

- To establish a world-class dispute resolution service within community schemes characterised by organisational excellence and a conducive organisational culture;
- To promote good governance of community schemes by developing and implementing appropriate guidelines to enhance stability and harmonious relations amongst the parties;
- To roll-out massive educational campaigns to educate and train stakeholders within community schemes and the public at large;
- To enhance community schemes tenure as alternative tenure option; and
- To develop and implement appropriate organisational systems, controls, and measures to enhance financial, economic and organisational efficiency.

2.2 The CSOS needs to appoint the services of an experienced ICT Service Provider to develop, supply, implement and support a Business Automation Solution to support the CSOS' Core and Enterprise Business Capabilities.

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3. PROJECT BACKGROUND

3.1. PROBLEM STATEMENT

- 3.1.1 The CSOS' core mandate is to regulate community schemes which entails assuming the oversight of compliance within schemes by registering all community schemes and reviewing their governance documentation, by providing a fast and reliable Alternate Dispute Resolution (ADR) mechanism for all disputes arising within community schemes. Further, our mandate is to ensure sound governance within community schemes by providing training and awareness to all identified stakeholders within this universe.
- 3.1.2 Processes and systems must be in place to allow for the CSOS to deliver on its mandate which is currently not the case. inadequate standard operating procedures, processes and ineffective systems has led to challenges on the delivery of the CSOS mandate, non-compliance to set legislation and ultimately an organization that is struggling to realize its impact and contribution to the NDP.
- 3.1.3 The CSOS core operations are currently being operated through mainly manual unintegrated platforms. As the organization continues to grow, so does the burden placed upon the various core business units to effectively manage the business at acceptable levels and deliver on key operational outcomes to realize the CSOS Impact as stated in the Strategic Plan.
- 3.1.4 Reporting has proven to be another problem area as most reports are generated manually which allows for a higher probability of error and require significant amounts of time. This has culminated in the realization that information reported to all governance structures may not entirely be reliable due to data integrity issues.
- 3.1.5 This has led to several negative audit outcomes which can only be resolved with proper systems and processes being defined and implemented.

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3.2. OVERVIEW OF CSOS CAPABILITIES AND OPERATING CONTEXT

3.2.1. CORE BUSINESS CAPABILITIES

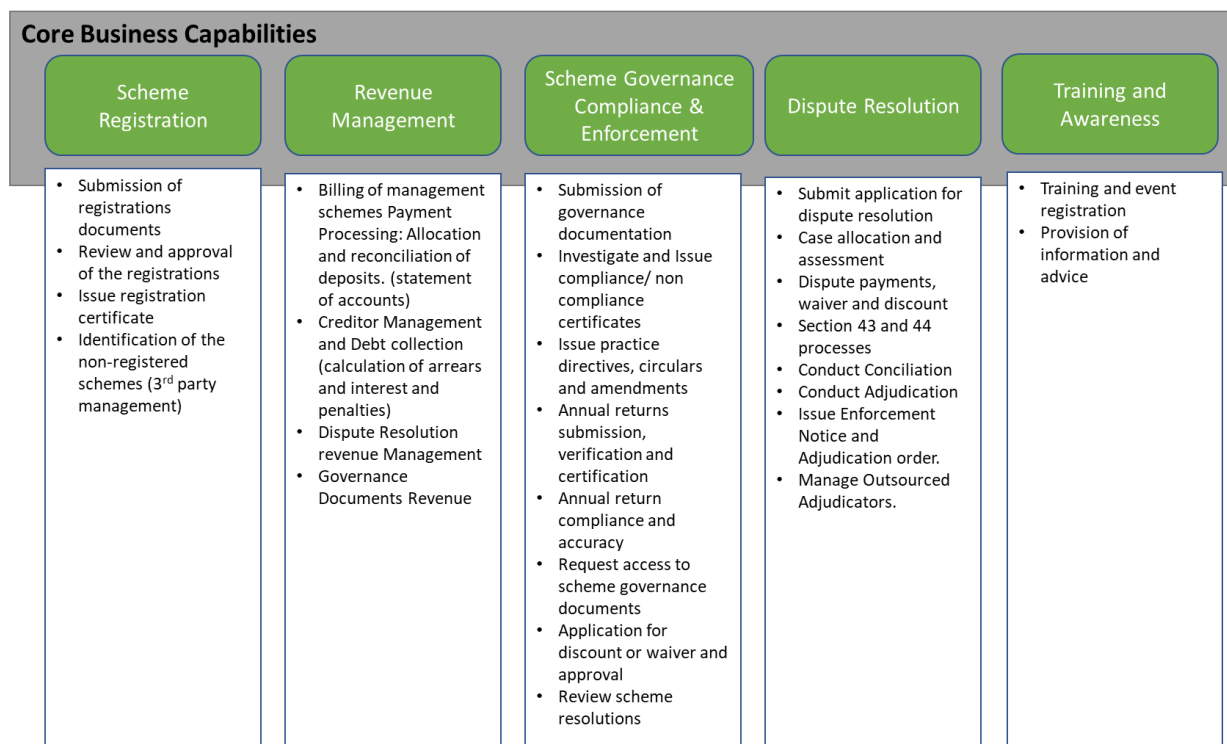
3.2.1.1. The deployment of the Core Business capabilities is expected to resolve key operational challenges over and above resolving audit related issues. The system must improve the accuracy of reporting together with the achievement of strategic outcomes. The primary processes (currently mainly manual) that are expected to be automated are:

- Schemes Registrations – database of community schemes and certification;
- Revenue Management (Billing, Collection and Reconciliation of the CSOS Levy) – reconciliation against registered schemes;
- Governance (Quality Assurance and Schemes Compliance) – submission and approval (certification) of Schemes Governance Documentation and repository for governance documentation;
- Submission and monitoring of Annual Returns and issuing of compliance certificate;
- Compliance, monitoring and enforcement;
- Alternate Dispute Resolution (ADR); and
- Advocacy – education, awareness, and stakeholder management (CRM).

3.2.1.2. The system should be designed in a manner that allows CSOS to administer the system internally while allowing the CSOS stakeholders to perform certain functions via public facing interfaces. E.g., allow the schemes to self-register and lodge certain documentation and the CSOS to checks compliance and improves on the services delivery, data analysis and decision making rather than focusing on manual processes.

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The illustration below depicts the modules to be delivered for the CSOS core business capabilities.



3.2.1.3. Currently there are approximately 29 000 schemes registered with the CSOS.

3.2.2. LEGISLATIVE MANDATE

3.2.2.1. The proposed solution must enable the implementation of the Community Schemes Ombud Services Act (No 9 of 2011);

3.2.2.2. CSOS is primarily responsible for the administration of the CSOS Act and the Sectional Title Schemes act, however, the following pieces of legislation have a direct impact of CSOS strategy:

- Public Finance Management Act, 1999 (Act No. 1 of 1999);
- Sectional Titles Act (Act No. 95 of 1986.;

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- Share Block Control Act, 1980 (Act No. 59 of 1980);
- Housing Development Schemes for Retired Persons Act [1988 (Act No. 65 of 1988) South African Co-operatives Act, 2005(Act No. 14 of 2005);
- Companies Act, 2008 (Act No. 71 of 2008); and
- Constitution of the Republic of South Africa

3.2.3. CURRENT OPERATIONAL CHALLENGES

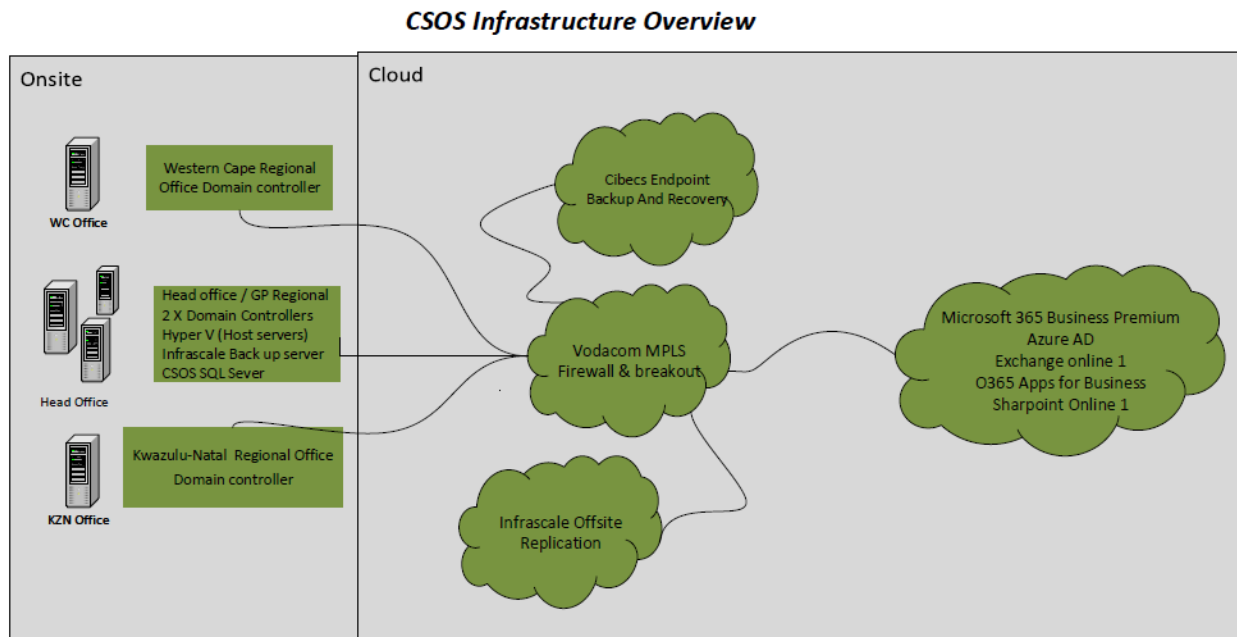
The key problems/challenges being faced operationally are:

- Incomplete database of community schemes;
- ineffective dispute resolution service (disputes taking too long to resolve and go unmonitored);
- Inaccuracies in the reporting against the dispute resolution process;
- Inability to register all schemes in the universe;
- Duplication of processes;
- Ineffective communication and engagement with our stakeholders;
- Lack of access to real time information for active decision making;
- Ineffective performance management leading to low accountability and subsequently the poor delivery in operational outcomes;
- Reporting challenges across all spheres of operations;

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3.2.4. OVERVIEW OF CURRENT ICT LANDSCAPE

The CSOS has a hybrid infrastructure with applications hosted both on premise and on cloud as depicted below.



- 3.2.4.1. There are three CSOS offices each with an internal server room (Datacentre) with all onsite applications hosted internally at the Head Office, each regional office has a domain controller which replicates with the head office domain controller.
- 3.2.4.2. The three offices are connected via a Vodacom Hosted MPLS VPN with a central breakout protected by a dedicated firewall.
- 3.2.4.3. The CSOS messaging platform hosted on the Microsoft Office 365 Platform and is currently running on the Exchange Online Plan 1 with Office 365 Business premium.
- 3.2.4.4. The current productivity software suite is licensed via a Microsoft Open Value Subscription agreement (Enterprise) which includes SQL Enterprise (The SQL Server is hosted internally).

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3.2.4.5. The CSOS is in the process of deploying an Intranet which will be hosted via the Office 365 platform (Microsoft SharePoint online).

3.2.4.6. The entire CSOS network operates on a Microsoft operating system network.

3.2.4.7. All internal servers are HP servers and are hosted in the CSOS server rooms.

3.2.4.8. The three Hyper-V hosts at the Head Office with 12 Virtual Servers and three other physical servers (domain controllers) for the regional offices.

3.2.4.9. The internal server footprint is minimal and manages the internal Active Directory network.

3.1.4.10 Most applications are configured for single sign on using azure AD.

The below table depicts the current applications used:

Current applications				
Process	Data Source	Application used	Data storage	Number of Users
Registrations	Email Hard copy	Sage Evolution 7.2.2	SQL (CSOS Levies)	10
Finance (Revenue, budget, and expenditure)	Bank Statement Registrations Data	Sage Evolution 7.2.2	SQL (CSOS New Live & CSOS Levies)	15
Supply Chain Management	Hard Copy	Sage Evolution 7.2.2 Advanced procurement	SQL (CSOS New Live)	5
Dispute resolution	Email Hard copy	Microsoft Excel	Excel	9

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	Bank statements		SharePoint Online	
Governance & Compliance	Email Hard Copy	Microsoft Excel	Excel	20
Stakeholder Engagement	Registrations Data	Vodacom SMS System	Excel	3
Record management System	Registration data	Microsoft Excel	Excel	10

The table below depicts the approximate number of employees per office:

OFFICE	TOTAL NUMBER OF USERS
Pretoria	68
Cape Town	14
Durban	12

3.2.5 Bidders must take note that the CSOS plans to expand its regional office footprint to introduce a regional and/or satellite office to expand to a national footprint in the next five years. The PE and Bloemfontein offices are not yet operation but will be in the next year.

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The network Diagram (Figure 1: CSOS MPLS Network) below depicts a high-level view of the CSOS Network.

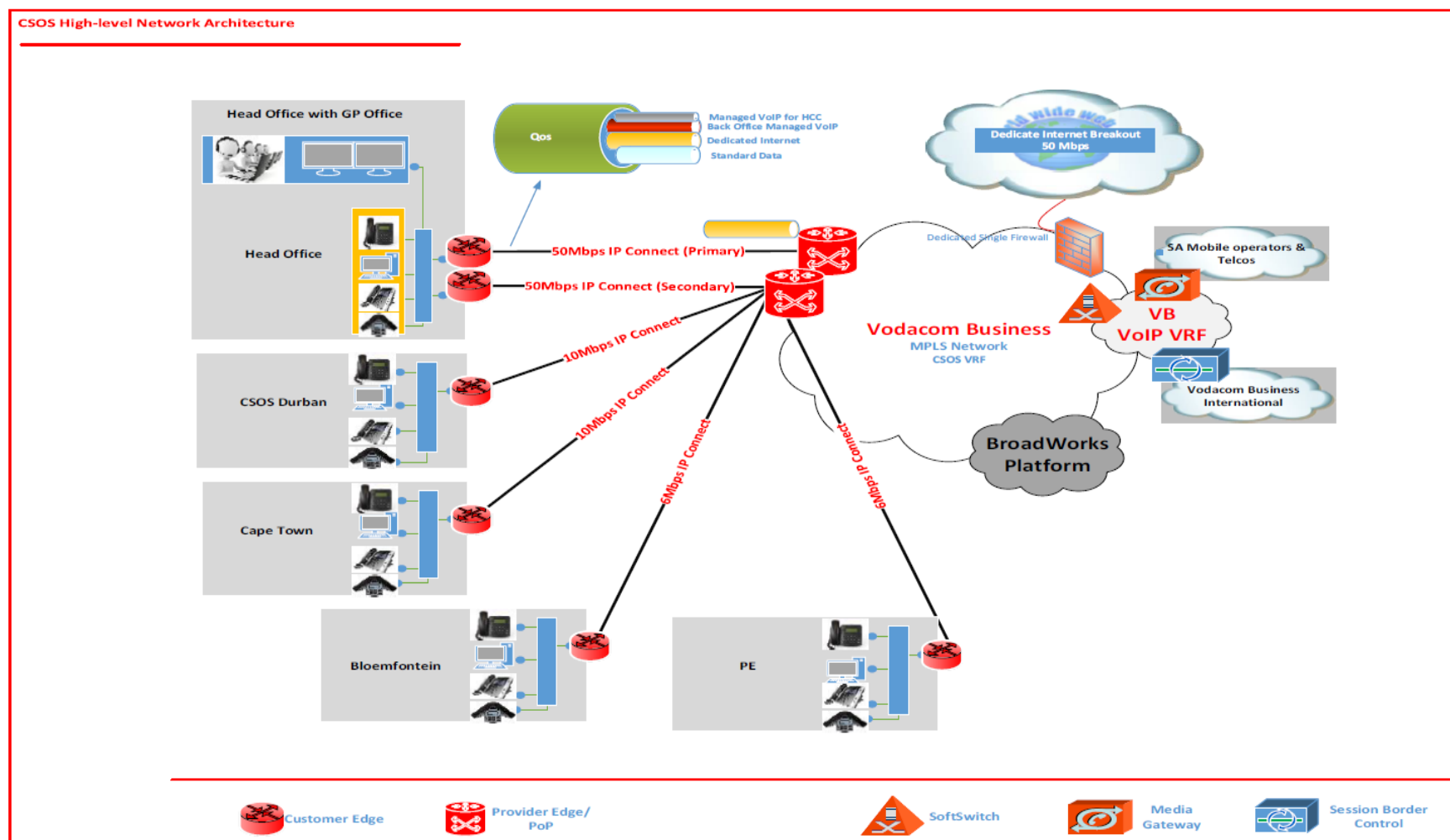


Figure 1: CSOS MPLS Network

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3.2.6 OTHER DOCUMENTATION AND INFORMATION

Additional information relating the CSOS can be accessed from the website (www.csos.org.za)

4 PROJECT PURPOSE

4.1 The purpose of this bid is to appoint a suitable and reputable service provider to develop, supply and implement a fully operational CSOS Business Automation Solution (BAS) with maintenance and support for a total period of five (5) years.

4.2 The key goals to the proposed BAS are to:

4.1.1 Documentation and Automation of business operations through full integration of the information systems;

- 4.1.1.1 Aid in the achievement of outcomes by:
- 4.1.1.2 Simplifying business processes;
- 4.1.1.3 Optimizing human capital per business process;
- 4.1.1.4 Increasing data integrity and provide accurate information;
- 4.1.1.5 Accurately account for CSOS funds;
- 4.1.1.6 Provide a one source database of Community Schemes;
- 4.1.1.7 Ability to integrate with other stakeholders (e.g. deeds office, CIPC, SARS, Surveyor general);
- 4.1.1.8 Provide quicker and more efficient services to the public; and
- 4.1.1.9 Realize the achievement of the CSOS mandate.

4.1.2 Providing a single view of the organizational core performance (using Dashboards and Business Intelligence Reporting with Analytics).

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- 4.1.3 Address current operational challenges.
- 4.1.4 Improve CSOS employee and customer experience through business process re-engineering, timely and simplified access to information and business intelligence.
- 4.1.5 The new business automation solution should be flexible, agile and support current and future business requirements.
- 4.1.6 BAS should allow for centralisation of services and functions, which can help reduce costs and enhance turnaround time for activities.
- 4.1.7 Enhancing the integrity, and effectiveness of business operations across all core business units;
- 4.1.8 Improved revenue management
- 4.1.9 Secured access across all CSOS offices and remotely via the internet;
- 4.1.10 Migration of data on current applications into the new platform
- 4.1.11 Provision for a backup and disaster recovery solution of the proposed solution;
- 4.1.12 Elimination of duplication in processes;
- 4.1.13 Elimination of manual interventions to operations and reporting;
- 4.1.14 Implementation of modules in accordance with CSOS policies;
- 4.1.15 Fully auditable system;

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4.1.16 The development of operating procedures for all processes deployed (customised manuals); and

4.1.17 Intense end user training and constant end user and system development and support for the contracted per.

5 SCOPE OF WORK

5.1 The phased implementation of a fully integrated and operational solution to digitise the following business capabilities over a 60 month period:

- A. Supply of the of a fully operational solution inclusive of all interfaces and orchestration components that cover the following core business capabilities;
 - Registration of schemes
 - Revenue Management
 - Community Schemes Governance, Compliance and Enforcement
 - Alternate Dispute Resolution
 - Customer Relationship Management
 - Business intelligence and analytics
- B. Development of all specified channels (i.e. Public Facing, Internal Staff and Trusted Partners).
- C. Integration between all specified internal systems and third party data service providers.
- D. Provision of technology enablement components required for the successful delivery of the operational solution that meets the business needs.
- E. The development of data migration plan and the migration of all relevant data from existing manual and system sources prior to deployment;

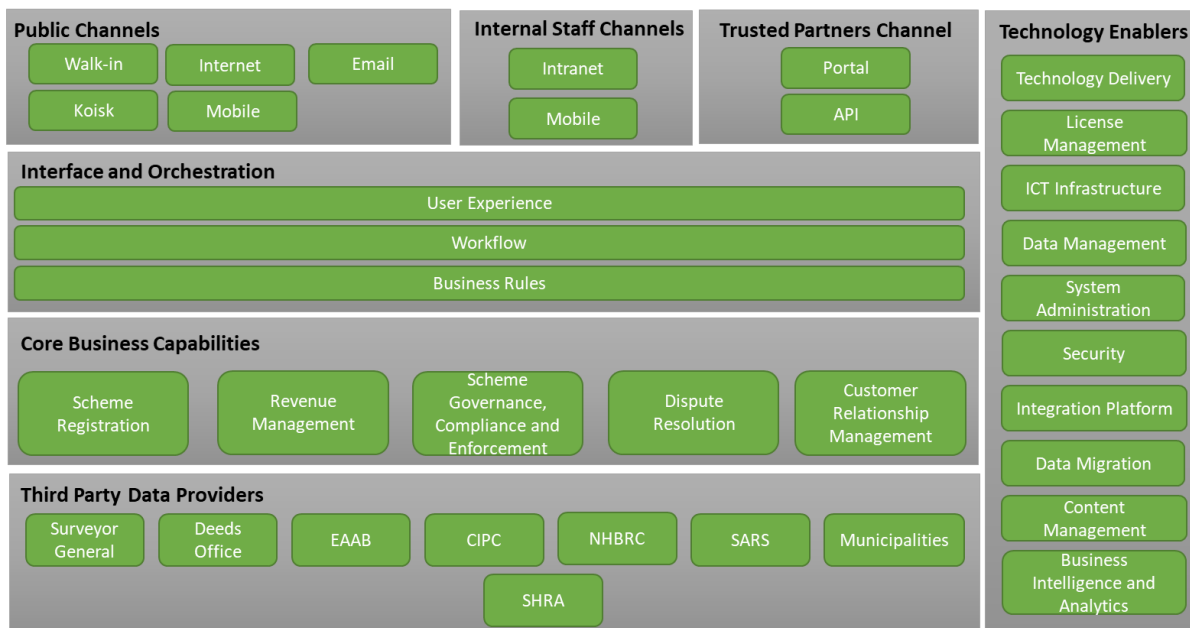
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- F. The provision of the necessary ICT hosting (Cloud) requirements and subscriptions to ensure the high availability and accessibility of the solution within all environments (i.e. development, staging, QA and production);
- G. The provision of the required software licences and software license assurance for a period of 5 years;
- H. The provision of maintenance and support services for all solution implementation for all modules of the solution that are deployed to the production environment from date of implementation.
- I. The bidder must demonstrate an understanding of the scope of work by outlining innovative and creative ways of undertaking the work as well as including activities over and above those outlined in the bid document, that will show depth of understanding and experience in undertaking a scope of work of the same or a similar nature.

5.1 MINIMUM SOLUTION REQUIREMENTS

- 5.2.1 The BAS System will be the central key application that will integrate all core operations and provide a unified view of the state of core operations at the CSOS. The main components to be delivered by bidder is illustrated in the diagram below.

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5.2.2 Bidders will be required to substantiate how their proposed solution will meet and exceed the requirements detailed in this section. All proposals must be structured in a fully operational system that will meet the purpose and objectives set out in the bid. Any omission or errors will be for the bidders' account.

5.2 PUBLIC CHANNELS

5.3 The solution must enable the members of the public to access the modules of the solutions via the following channels:

5.2.1 Walk-in: provide for interaction with the system with the assistance of a CSOS employee; and

5.2.2 Internet: provide an online self-service channel for registered members of public to access CSOS services via the internet.

5.2.2.1 This site must be hosted as a separate site from the existing CSOS website;

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- 5.2.2.2 The solution must cater for the submission of standardised electronic forms and supporting documents; and
- 5.2.2.3 Allow for online payment of levies and prescribed fees for services offered by the CSOS. The bidder must include a payment gateway service to enable payment services via the internet channel.
- 5.2.2.4 Email: Allow for selected services (e.g. scheme registration) to be requested via email. This channel can also be used for the submission of queries, escalations and to log requests for support tickets.
- 5.2.2.5 Kiosk: Provide for the self-help kiosks to be placed at CSOS regional offices or other affiliated organizations. The hardware required for this will be supplied by the CSOS.
- 5.2.2.6 Mobile: Allow for the access of the solution through a CSOS mobile application:
 - 5.2.2.6.1 The mobile app must form part of the online platform. All features and functions of the internet channel must be accessible on the mobile app.
 - 5.2.2.6.2 The mobile application must be compatible with Android and iOS and available on the Play Store and Apple App Store.
- 5.2.3 All outbound communication with the public and stakeholders must be managed through the system. The system must cater for communication via email and SMS modes of communication.

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5.3 INTERNAL STAFF CHANNELS

- 5.3.1 Internal CSOS staff must also be able to access functions of the solution from either the CSOS intranet or mobile application as described in the previous section.

5.4 TRUSTED PARTNERS CHANNEL

- 5.4.1 The solution must cater for a portal that can be accessed by pre-approved trusted partners such as large managing agents and will enable these organizations to perform accessed advances features such a registration of schemes on behalf of the CSOS, submission of annual returns etc.; and
- 5.4.2 The portal must also cater for approved panel of outsourced adjudicators to access cases and submit required information to the CSOS (refer to dispute resolution section)
- 5.4.3 The solution must also cater for and application programmable interface (API) which will allow for trusted partners to connect and transact with the BAS at a system level.

5.5 INTERFACE AND ORCHESTRATION

5.5.1 USER EXPERIENCE

- 5.5.1.1 All interfaces of the solutions must be designed with the end-user in mind and provide for a consistent experience across channels.
- 5.5.1.2 The solution must be easy to use with built-in aids to guide novice users.
- 5.5.1.3 The user interfaces must provide personalized content to targeted user segments.

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- 5.5.1.4 Ability to provide users with context to where they are in the customer journey and guide the customer as to what steps are needed to complete the current steps as well as overall transaction.

5.5.2 WORKFLOW

- 5.5.2.1 The solution must cater for the design and implementation for workflow and automated business processes.
- 5.5.2.2 The solution must also cater for the management and tracking of cases within all modules of the system.
- 5.5.2.3 Role-based workflows are required for all business processes. This includes new registrations; governance, compliance and enforcement; alternate dispute resolutions etc. Task list, email and notifications will be necessary at all stages.
- 5.5.2.4 Workflows should be easy to configure and maintain in order to cater for current and future needs.
- 5.5.2.5 The workflow should also cater for the generation of pre-populated and standardised letters at specified points of the process.

5.5.3 BUSINESS RULES

- 5.5.3.1 Business rules must be automated as much as possible to automatically trigger automated workflows in line with relevant legislation and practice directives and procedures.

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5.6 CORE BUSINESS CAPABILITIES

5.6.1 SCHEME REGISTRATION

- 5.6.1.1 The solution must provide the registration of all community schemes as defined by the CSOS Act.
- 5.6.1.2 Public and trusted partners must be able to submit registration application forms and supporting documents via the listed self-help channels.
- 5.6.1.3 All registration applications must follow a defined internal approval workflow.
- 5.6.1.4 The solution must generate a unique scheme registration number.
- 5.6.1.5 Historic referencing will need to be correlated to new referencing guidelines and implemented accordingly. Historic data is integral in the implementation of the new system.
- 5.6.1.6 The system must cater for individual scheme owners to be linked to one or many schemes.
- 5.6.1.7 The solution must cater for the issuing of registration certificates which includes registration number and the account reference number for payments. Such certificates must be non-reputable and verifiable for authenticity.
- 5.6.1.8 The registration module must, at a minimum, be integrated to the Customer Relationship Management (CRM), Revenue Management and Dispute Management modules.

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- 5.6.1.9 All registered schemes must carry a compliance status that is maintained by the governance, compliance and enforcement business unit based on a predefined checklist of compliance criteria.
- 5.6.1.10 All schemes should be able to submit a request for amendment of scheme details via all channels.
- 5.6.1.11 Members of the public should be able to search and view schemes that are registered and their compliance status via the internet and mobile channels.
- 5.6.1.12 Members of the public should also be able to report that their scheme is not registered or non-complaint via the internet and mobile channels. These cases case must follow a workflow to be investigated with in the Governance, compliance and Enforcement business unit.
- 5.6.1.13 Trusted agents should be able automatically register schemes via the trusted agent portal or through the standardised API.
- 5.6.1.14 Through integration between modules and other third parties, the solution be able to perform data analytics to automatically flag non-registered or non-compliant schemes for investigation by the CSOS inspectorate.
- 5.6.1.15 The solution must cater for a workflow for inspectorate investigations.
- 5.6.1.16 The solution must provide geographic information system (GIS) capabilities.
- 5.6.1.17 Registered community schemes must be able to maintain the scheme section owner's information using all channels.

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5.6.2 REVENUE MANAGEMENT

- 5.6.2.1 The solution must cater for the automated calculation of the CSOS levy to be charged to a scheme and management of the end to end billing process. The CSOS levy calculation is defined by the CSOS act. Please refer to <https://www.csos.org.za/payment-of-levies/>.
- 5.6.2.2 The bidder must develop an automated payment reference number that will be built into the solution. The payment reference number must have a validation and check digit algorithm to be provided to the banks for validation in order to minimise unallocated receipts and duplicate referencing.
- 5.6.2.3 The solution must allow for managing agents to submit schedules for bulk payments to allow bulk payments to be split and transferred to different scheme accounts.
- 5.6.2.4 The solution must cater for the generation of invoices and issuing of statements to all customer types for all product types.
- 5.6.2.5 The solution must create workflows to manage the creditors to the CSOS and debt collection process.
- 5.6.2.6 The solution must be able to calculate interest and penalties to levied against outstanding levies.
- 5.6.2.7 The solution must also cater for levies to be charged in arrears.
- 5.6.2.8 The system must allow for unpaid levies that are prescribed (i.e. older than 3 years) to be written-off.

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- 5.6.2.9 The solution must cater for billing and revenue from other CSOS services such as dispute resolution services and requests for scheme governance documents. Refer to <https://www.csos.org.za/how-to-complain/>.
- 5.6.2.10 The module must be integrated to the Governance and compliance module to determine revenue to be collected or refunded as part of the annual return process.
- 5.6.2.11 Individual scheme owners may apply for a waiver or discount for any fee or levy payable and if approved the account must be automatically updated.
- 5.6.2.12 The solution must integrate to the CSOS Sage Evolution finance and municipal billing module which is host the financial accounts and general ledger.

5.6.3 SCHEME GOVERNANCE, COMPLIANCE AND ENFORCEMENT

- 5.6.3.1 This module is responsible for the Regulating schemes that are registered.
- 5.6.3.2 The solution must allow for the submission of scheme governance documentation via all channels.
- 5.6.3.3 The solution must cater for the end-to-end storage and retrieval of all scheme documents submitted to CSOS. This includes the back-up and recovery of the documents.
- 5.6.3.4 The solution must allow for schemes to be flagged for non-compliance investigation and manage the investigation workflow.
- 5.6.3.5 The solution must allow for cases to be pending for specific dates and flag cases for follow-up.

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- 5.6.3.6 The solution must allow for the issuing of electronic and digitally signed compliance or non-compliance certificates and enforcement orders.
- 5.6.3.7 The solution must manage a workflow for Practice Directives, Circulars & Amendments.
- 5.6.3.8 The solution must cater schemes to file annual returns via all channels.
- 5.6.3.9 The solution must cater for risk rule-based selection of annual returns and trigger a workflow for verification.
- 5.6.3.10 The solution must cater for a quality assurance process on scheme compliance which include correspondence with the scheme's representatives.
- 5.6.3.11 The solution must cater for the community schemes or individual members of scheme to apply for discount or waiver of levies via all channels.
- 5.6.3.12 The solution must also cater for schemes to submit their resolutions for review via all channels. The system must create a workflow for the process to review the and approve the resolution.
- 5.6.3.13 All applications must be assigned a reference number and follow a predefined workflow. Reference number should be linked to scheme registration number.
- 5.6.3.14 Scheme representatives and applicants must be able to view correspondences from the CSOS and submit any requested information via the internet channel.
- 5.6.3.15 The outcome of the application must be issued to the applicant through their preferred channel.

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5.6.3.16 The module must at a minimum, be integrated to the Customer Relationship Management (CRM), Revenue Management and Dispute Management modules.

5.6.4 DISPUTE RESOLUTION

5.6.4.1 The solution must provide for a complete and automated alternate dispute resolution process which allows for the conciliation and/or adjudication of disputes between parties.

5.6.4.2 The solution must allow for the public to complete and submit the required standardised form to request dispute resolution via all channels.

5.6.4.3 The solution must generate a unique case reference number and track all key stages of the process and keep all stakeholders informed of the progress and status of their dispute through the online platform, sms or email notifications.

5.6.4.4 The solution must integrate with the scheme registration module to ensure that the scheme and scheme owners are registered with the CSOS.

5.6.4.5 The solution must enable the collection of the prescribed fee for dispute resolution cases and issue payment receipts.

5.6.4.6 The solution must cater for applicants to submit application for waivers or discount of the prescribed fees via all channels and manage the workflow to consider and approve or decline the application.

5.6.4.7 The solution must cater for the workflow driven case management of the dispute from start to finish.

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- 5.6.4.8 The users with access to a dispute must be able view the governance, compliance and enforcement information related to the scheme.
- 5.6.4.9 The system must allow for cases to be allocated to available case managers, conciliators, adjudicators and other core staff. Cases may be transferred to other users based on workload or any other reason.
- 5.6.4.10 The solution must allow the parties of the dispute matter to submit required documents when requested to do so within prescribed timeframes.
- 5.6.4.11 The solution must cater for the submission, storage, sharing and retrieval of documents related to a dispute. All document and correspondence (including emails) must be stored, paginated, and indexed as an electronic case file.
- 5.6.4.12 The solution must enable the scheduling of conciliation and/or adjudication sessions. The solution must provide a booking capability and integrate to CSOS outlook calendars.
- 5.6.4.13 The solution must integrate to Microsoft Teams to enable the scheduling and hosting of virtual mediation sessions.
- 5.6.4.14 The solution must allow for the capturing of case notes, dairy and activity against the case. The solution must provide a dispute summary that provides snapshot of the dispute and events.
- 5.6.4.15 The solution must allow for the pre-population and issuing of standardised and customised letters, orders, and notices to the involved parties. All documents generated and issued by the system must, amongst others, be encrypted and contain a watermark to prevent unauthorised reproduction and tampering and allow for the document to digitally signed.

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- 5.6.4.16 The workflow must be able to monitor and track defined timeframes for specified tasks/ activities and allow for further actions or escalations when tasks/ activities expire.
- 5.6.4.17 System must ensure that case information and enforcement notices and adjudication orders to be captured in a structured format to enable business analytics and future machine learning requirements.
- 5.6.4.18 All approved adjudication orders must be stored in a central repository and published on the CSOS website.
- 5.6.4.19 The solution must be able to track adjudication orders that have been referred to the high court on appeal.
- 5.6.4.20 The solution must cater for the selection and billing of accredited panel of outsourced adjudicators.
- 5.6.4.21 The solution must cater for an online portal that enables an approved panel of adjudicators to receive adjudication briefs, provide case status updates, upload case information (including draft orders for approval) and submit timesheets for time spent on the case.
- 5.6.4.22 The solution must cater for the automated payment of outsourced adjudicators through integration with the finance and supply chain modules.

5.6.5 CUSTOMER RELATIONSHIP MANAGEMENT (CRM) MODULE

- 5.6.5.1 The CRM module must maintain all master data relation to CSOS core business capabilities.
- 5.6.5.2 The bidder will be required to develop a master data management policy as part of the solution design phase.

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- 5.6.5.3 The solution must be able provide a single view of the of customer.
- 5.6.5.4 The solution must provide for communication with schemes and individuals using their preferred method of contact (i.e. email, post, SMS).
- 5.6.5.5 The solution must enable the CSOS call centre to customer queries and track the resolution thereof.
- 5.6.5.6 The system must be integrated to the CSOS call centre management solution, which is currently Presence.

5.6.6 BUSINESS INTELLIGENCE AND ANALYTICS

- 5.6.6.1 The solution must cater for real time visibility of key business information, it will lessen the burden on managers, decrease the manpower required to manage and track day-to-day business ultimately allowing employees to become more productive in their delivery of operational outcomes.
- 5.6.6.2 The solution must consist of a core Business Intelligence (BI) module and reporting templates that will be able to utilise data from all modules on the system.
- 5.6.6.3 The solution must cater for the BI templates for internal monthly reports, and adhoc reporting requirements.
- 5.6.6.4 Provide for the development of strategic and operational management dashboards.
- 5.6.6.5 Provide for the development of high-level report writing templates, queries and cubes.

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- 5.6.6.6 The service provider will be required to develop a data governance policy that will enable the proper structuring and referencing of data.

5.7 THIRD PARTY DATA PROVIDERS

- 5.7.1 The solution must enable the CSOS to interface with third party data providers using Application Programmable Interface (API) or File Transfer Protocols.

- 5.7.2 This platform must enable the CSOS to extract and process structured data from third party data sources. The third-party data sources that have been identified thus far are:

- Deeds office
- Estate Agency Affairs Board (EAAB)
- Companies and Intellectual Properties Commission (CIPC)
- National Home Builders Registration Council (NHBRC)
- Surveyor General
- South African Revenue Services (SARS)
- Municipalities
- Social Housing Regulatory Authority (SHRA)

- 5.7.3 Data from third party providers must enable improvement of business process, compliance and data quality. Depending on the use of the data and system readiness of the third party data provider, frequency of the update can happen in real time or periodically (e.g. daily, monthly, quarterly etc).

- 5.7.4 The system must allow for the third-party data to be exposed to defined and maintainable business rules that may trigger predefined actions or workflows within the various core business modules. As an example, a deeds office update could indicate that a unit in a scheme has changed ownership, which will require the schemes details to be updated. The system must flag this to either update the scheme details automatically or trigger a workflow to engage with the scheme.

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5.7.5 The bidder will be required to build the platform during the solution implementation phases and assist the CSOS to establish the interfaces with the abovementioned organizations during the contract period as required.

5.8 TECHNOLOGY ENABLERS

5.8.1 SOLUTION DELIVERY

5.8.1.1 The bidder must provide a solution delivery framework that is based on agile principles.

5.8.1.2 The solution must be implemented module by module in a phased approach over an 23-month period with the exception of the API and Third Party Data Provider. The bidder will be required to develop a detailed work break down structure in consultation with the CSOS project team.

5.8.1.3 The bidder must provide for adequate and experienced resourcing for the full duration of the solution implementation period that will include the following minimum services:

- Project Management
- Solution Architecture and Design
- Solution Configuration and Development
- Solution integration
- Solution Quality Assurance and Testing
- Change and Communication Management
- Training
- Solution Deployment
- Post implementation stabilization and service transitioning.

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5.8.2 PROJECT MANAGEMENT SERVICES

- 5.8.2.1 Project Management Services are required for the overall management of the solution implementation phase of the Business Automation Solution.
- 5.8.2.2 The bidders project management team will, amongst others, manage all services and deliverables to be implemented including interactions with other stakeholders, in order to ensure the successful implementation of the project.
- 5.8.2.3 The dedicated project management team is required for the management of the overall project from initiation to closure. This includes management of the following project phases:
- a) Project Governance – Project management services and related documentation must be provided in accordance with CSOS project management SOP which is based on PMBOK.
 - b) Project Planning- a project plan and project schedule, incorporating all resources, milestones and activities for the overall project including business readiness activities.
 - c) Project Documentation Repository – Electronic and signed hard copies of all project documentation must be version controlled and stored in the CSOS project documentation repository in line with documentation name convention standards.
 - d) Asset Information Repository – The bidder will be required to provide all asset and configuration information to the CSOS when required and in a prescribed format.

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- e) Project Administration and reporting – all project related information including but not limited to meeting minutes, project status reports, including executive reports, must be produced at predefined timeframes, including ad hoc reports being produced in line the CSOS's timeframes.

5.8.3 SOLUTION ARCHITECTURE AND DESIGN

- 5.8.3.1 The Service Provider's architecture and design team will, amongst others, perform all necessary functional and technical analysis and design, and architecture activities and produce the associated artefacts relating to the proposed solution.
- 5.8.3.2 This must include the development of all required as-is and re-engineered to-be process maps up to a task and procedure level.
- 5.8.3.3 The re-engineered processes must be based on best practice and result in more efficient and streamlined operational workflows. This improved efficiency will lessen the burden on managers and provide autonomy to employees in managing their tasks and actions. These processes will work hand in hand with human capital optimization and allocation of part-time and temporary working that are currently being used to perform functions that can be automated.
- 5.8.3.4 The service provider must produce complete enterprise architecture for the solution in line with the TOGAF or other relevant frameworks. The enterprise architecture should at a minimum cover the following:
 - 5.8.3.4.1 Business Architecture
 - 5.8.3.4.2 Data Architecture
 - 5.8.3.4.3 Application Architecture
 - 5.8.3.4.4 Technology Architecture (incl. Cloud architecture)
 - 5.8.3.4.5 Security Architecture

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5.8.3.5 The Servicer Provider's team must consist of the relevant skilled resources to produce the above enterprise architectures.

5.8.3.6 The Service Provider need to conduct interviews and workshops with key business representatives and other stakeholders to gather the required information and document business processes. The Servicer must provide for all necessary tools and stationery for design workshops.

5.8.4 SOLUTION CONFIGURATION AND CUSTOMISATION

5.8.4.1 The Service Provider's Solution Configuration and customisation Team will, amongst others, perform all necessary configuration and customisation activities and deliverables that are necessary to fulfil the requirements of a fully functional solution.

5.8.4.2 The Service Provider must ensure that the necessary ICT infrastructure is set up and configured to enable the establishment the development, quality assurance, preproduction and production environments.

5.8.4.3 The Service Provider must cater for the Original Equipment Manufacturer (OEM) of the proposed solution/ product to quality assure and approve all configurations and customisation performed on the product and solution.

5.8.4.4 All necessary documentation including configuration guides and technical specifications must be produced and signed off by the CSOS.

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5.8.5 SOLUTION INTEGRATION

- 5.8.5.1 Solution integration services are required to, amongst others, ensure that all modules are integrated with each other and address all integration requirements with CSOS systems and Third-party data providers.
- 5.8.5.2 The development and implementation of integration to specific systems may be executed in a phased approach or de-scoped depending on system readiness and business requirements.

5.8.6 SOLUTION QUALITY ASSURANCE AND TESTING

- 5.8.6.1 The Service Providers solution quality assurance and testing team will, amongst others, perform all necessary tasks required to prepare for and test the solution once it is configured and customised as per the agreed deployment plan.
- 5.8.6.2 The solution quality assurance and testing team must ensure that the solution is operating as designed and performing within acceptable levels.
- 5.8.6.3 All test plans and test cases must be well documented and signed-off by the CSOS. During test execution daily defect reports must be produced and distributed to the CSOS project management team.
- 5.8.6.4 The service provider must provide an appropriate system for the logging and management of test cases and defects.
- 5.8.6.5 All system modules must pass User Acceptance Testing prior to being released to the production environment.

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5.8.7 CHANGE AND COMMUNICATION MANAGEMENT

- 5.8.7.1 The Change and Communication management team will, amongst others, be responsible for all change and communication (internal and external) activities and associated deliverables required during the project.
- 5.8.7.2 The team must begin with an assessment at the initiation of the project and produce a detailed change and communication strategy and plan that will run for the full duration of the project.
- 5.8.7.3 All communication content and material will be produced by the service providers team in conjunction with the CSOS Marketing and Communications unit.
- 5.8.7.4 Implement a proven methodology of change management throughout the project which incorporates two-way communication and awareness.
- 5.8.7.5 The change management stream must work with CSOS human resources to update employee job descriptions and profiles to align to the new system and processes.
- 5.8.7.6 Get buy-in from all stakeholders so resistance to change is managed and by applying change management process principles, adoption to the BAS solution and CSOS way of work is achieved.
- 5.8.7.7 The bidder must demonstrate how they will transfer skills during project implementation and post project implementation (Provide a training plan that outlines

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5.8.8 TRAINING

- 5.8.8.1 The training team will, amongst others, be responsible for all end user and stakeholder training activities and associated artifacts.
- 5.8.8.2 The service provider must provide for the production of training material including simulations and guides user manuals. This must include guides for the public and trusted partner portals.
- 5.8.8.3 Training will take place in regional CSOS offices. CSOS will make all necessary travel bookings and venue bookings.
- 5.8.8.4 The training team must also cater for in-depth training of super-users and CSOS trainers.
- 5.8.8.5 All training sessions must be followed by an assessment. All users meet the pass criteria will be granted access to the system.

5.8.9 SOLUTION DEPLOYMENT

- 5.8.9.1 Solution Deployment services are required to performance all technical and non-technical tasks to release approved functions and features of the solution to the production environment.
- 5.8.9.2 The authorised users must be granted access to the solution features that have been deployed to productions.
- 5.8.9.3 After the initial release, all subsequent releases must be performed after business hours (i.e. after 17:00) and on weekends.
- 5.8.9.4 All releases must follow the CSOS approved change and release management process.

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5.8.10 POST IMPLEMENTATION STABILIZATION AND SERVICE TRANSITIONING

- 5.8.10.1 After the initial release, the service provider will be required to provide solution stabilisation service on the production environment. This service must run from the first production release and one month after the final project release thereafter the contract will move to the solution maintenance and support phase.
- 5.8.10.2 Provide onsite technical support (trouble shooting and resolving production queries) for a maximum period of one month prior to project close out and transition into maintenance and support.
- 5.8.10.3 During the post stabilisations period all defects deferred from the testing phase and any new defects post go-live must resolved on an urgent/ immediate basis.
- 5.8.10.4 Ensure optimal solution availability and uptime as per the Maintenance and Support SLA.
- 5.8.10.5 Solution transitioning services are required to transition the final solution to the maintenance and support phase. This service includes the following:
- a) Finalisation of the maintenance and support performance measurements and target.
 - b) Assist CSOS to configure SLA on the CSOS service desk platform (currently fresh service).
 - c) Definition and implementation of the support processes and procedures.

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5.9 LICENSE MANAGEMENT

- 5.9.1 The successful bidder will be required to provide all licenses and subscriptions required for the development and full functioning of the solution.
- 5.9.2 The bidder must provide costing for all licenses, licenses assurance and subscriptions required for the full duration of the contract.
- 5.9.3 All licenses and subscriptions must be procured in the name of the CSOS.
- 5.9.4 During the maintenance and support phase, the CSOS may procure any additional user-based licenses from any other service provider.

5.10 ICT INFRASTRUCTURE

- 5.10.1 The successful bidder will be required to provide and manage all ICT infrastructure requirements required to for the optimal functioning of the solution.
- 5.10.2 Where the solution is cloud based, it is preferable that the CSOS data resides within the borders of South Africa or in a country with adequate data privacy and data protection laws (e.g. POPI, GDPR etc.)
- 5.10.3 The ICT infrastructure managed service must also cater for disaster recovery capabilities of the system.
- 5.10.4 All cloud subscriptions and Tenants must be registered in the CSOS name.
- 5.10.5 In costing for this service, the bidder must factor in the growth over the contract especially in relation to the number of schemes registered, number of disputes, increase in regional office and increase in number of users.

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5.10.6 All end-user hardware devices will be provided by the CSOS. The bidder must provide the minimum hardware requirements in its proposal.

5.11 DATA MANAGEMENT

5.11.1 The service provider must produce and maintain a comprehensive data architecture.

5.11.2 The successful bidder must ensure that all CSOS data is stored and backed-up in line with best practice and the disaster management policy.

5.11.3 A data governance policy must be developed and implemented to govern data in the solution.

5.11.4 Ensure data integrity and data security by implementing quality control

5.11.5 The solution must cater for transactional and historical data

5.11.6 The successful bidder will be required to maintain an accurate data warehouse data, with high levels of data integrity and data security.

5.12 SYSTEM ADMINISTRATION

5.12.1 The solutions must provide for system administration features (e.g. user access management etc) to CSOS system administrators.

5.12.2 The solution must have the ability to monitor and provide reports on System Administrator activities.

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5.13 SECURITY MANAGEMENT

5.13.1 The service provider will be required to produce a comprehensive security architecture.

5.13.2 The solution must employ a uniform method of accessing data based on organisational roles, segregation of duties and responsibilities with logical multi-user level access (data capture, supervisor, administrator etc.).

5.13.3 The solution must cater for single sign-on and two factor authentications for specific functions (e.g. finance and payment functions)

5.13.4 BAS solution must comply with the following security requirements:

5.13.5 The ISO27001 Information Security Management System.

5.13.6 The software should provide unalterable audit trails and logs mechanisms for actions performed by system users.

5.13.7 Maintain time series data so that certain information is not lost with passage of time and repeated updating.

5.13.8 The service provider must ensure that the solution complies with all provisions of the Protection of Personal Information Act (POPI).

5.13.9 The solution must provide for a complete audit trail to track and report on user activities on the system.

5.14 INTEGRATION PLATFORM

5.14.1 The solution must have native integration capabilities that will enable transactional capabilities with internal systems and as well third parties.

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5.14.2 The technical design and implementation of the integration platform must be based on best practice and industry standards.

5.14.3 The successful bidder will be required to develop all schemas and produce all integration artefacts.

5.14.4 The solution must be able to integrate with internal CSOS systems. These systems may include, but are not limited to the following systems:

- Active Directory (for security purposes)
- Office 365 (incl SharePoint Online etc)
- SAGE (Evolution, VIP)
- GIS system (future requirement)
- Records Management System (future requirement)

5.15 DATA MIGRATION

5.15.1 The Service Provider must provide for the migration of required data from existing manual and system data sources.

5.15.2 This service must provide for the development of a data migration strategy and plan and also perform all necessary extraction, mapping, consolidation and verification activities to ensure that all identified data are migrated seamlessly to the new solution.

5.15.3 This service must also include the production of all necessary artefacts associated with the migration to ensure that the process is traceable, repeatable, and verifiable.

5.15.4 If necessary, the service provider will be required to develop a data migration tool to automate the migration process.

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5.15.5 The data migration phase includes the development of the data warehouse structures, entities and relationships. The development of the data warehouse phase will include:

5.15.5.1 Defining of the database structure and the level of detail.

5.15.5.2 Creation of an open database allowing for upgrades and adaptations in the future.

5.15.5.3 Defining of key entities, and relationships.

5.15.5.4 Determining system and hardware requirements.

5.15.5.5 Implementation of disaster recovery for the CSOS data warehouse.

5.15.5.6 Migration of legacy data into the data warehouse.

5.15.5.7 Building of data mining tools for the data warehouse; and

5.15.5.8 Development of a high-level search engine.

5.16 CONTENT MANAGEMENT

5.16.1 The solution must include capabilities to manage the indexing, storage and retrieval of the all-digital documents and content that is produced and uploaded in the solution.

5.16.2 The solution must be able to interface to scanning devices for the digitization of hard copy documents.

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5.17 GENERAL SOLUTION REQUIREMENTS

5.17.1 The new business automation solution should be flexible, agile and support current and future business requirements.

5.17.2 Employ the latest technology where applicable of the proposed solution.

5.17.3 The solution must be scalable to accommodate future growth of the organization's business.

5.17.4 Bidders will be required to provide and manage an appropriate solution manager and software development lifecycle management tools to manage and store all artefacts produced out of the application development and maintenance process for the duration of the contract.

5.17.5 The solution must be delivered following an agile methodology. Bidders will be required to develop and propose a comprehensive framework that covers the solution implementation and maintenance and support activities.

5.17.6 The bidders must provide a skills transfer program for the transfer of the knowledge of skills to the CSOS employees during the contract period to enable the CSOS to fully manage and support the solution after expiry of the contract.

5.18 SOLUTION MAINTENANCE AND SUPPORT

5.18.1 In relation to this bid the Solution Maintenance and Support services refer to the provision of technical support services for the entire BAS including all integration services and ICT infrastructure services.

5.18.2 Bidders are required to provide a fixed monthly cost for all the maintenance support services as listed below. In providing maintenance and support

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services, resource(s) assigned by the Service Provider will be required to work alongside the CSOS resources, other Service Providers and ensure that the CSOS change, and release management are followed and all relevant approvals are obtained.

5.18.3 The provision of the Solution Maintenance & Support Services must be in line with the agreed service level standards as defined below and comprise of the following services and conditions:

5.18.3.1 Problem & Incident Management Services - The Service Provider must provide Incident and Problem Management services that are required for:

5.18.3.1.1 Resolving incidents and problems within predefined timeframes as per the service levels.

5.18.3.1.2 The Service Provider must provide Break-fix services that are required for the restoration of services, in the event that software component of the solution malfunctions and requires to be repaired.

5.18.3.1.3 Providing root cause analysis of all major incidents and problems in line with the CSOS's processes.

5.18.3.1.4 Participating in the analysis of root causes (root cause analysis), when the solution or parts of the solution is unavailable, including the resolution thereof.

5.18.3.2 Corrective, Adaptive, Perfective & Preventative Maintenance Services - The Service Provider must provide for Adaptive, Corrective, Perfective and Preventative maintenance and support services in order to ensure acceptable levels of solution uptime, introduction of new CSOS products and product features. All Adaptive, Corrective Perfective and Preventative maintenance must form part of the monthly maintenance and support cost but be managed and delivered through the change management process.

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5.18.3.3 Adaptive maintenance: modification of the solution performed after delivery keep the solution functioning at an optimal level in a changed or changing environment and also taking advantage of technology advances that maybe introduced by the OEM during the course of the contract.

5.18.3.4 Corrective maintenance: modification of the solution to detect and correct latent faults in the software product before they result in functionality defects.

5.18.3.5 Perfective Maintenance: adapting existing code to suite a new functionality of business opportunity.

5.18.3.6 Preventative Maintenance: proactive implementation of routine maintenance measure to ensure to lessen the likely of solution downtime.

5.18.4 Service Delivery Management Services – Which amongst other includes:

5.18.4.1 Establishment of a clear service's management governance structure.

5.18.4.2 Attendance of monthly service review meetings and respond to all service queries in order to resolve service delivery issues.

5.18.4.3 Ensure consistent adherence to all the Service Level Agreement provisions.

5.18.5 Solution/Application Performance Monitoring - The service provider must provide application performance monitoring services that are required for:

5.18.5.1 Proactive end-to-end application performance monitoring services.

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- 5.18.5.2 Identify and recommend solutions for factors causing application performance degradation.
- 5.18.6 Software Updates, Patching and License Management - The Service Provider must provide Software update services that is required for the:
 - 5.18.6.1 Testing and Implementation of all software patches required to maintain optimal functioning, performance and security of the solution.
 - 5.18.6.2 Testing and Implementation of software version upgrades which must be agreed between the parties.
 - 5.18.6.3 Implementation and testing of the software following platform upgrades
 - 5.18.6.4 Implementation of patches and software upgrades must be approved by the CSOS via its change control process.
 - 5.18.6.5 Monitor and ensure that the CSOS stays with its contracted license utilization limits.
- 5.18.7 Disaster Recovery, Back-Up & Restoration Services - The Service Provider must take primary responsibility for all back-up and restoration processes of the solution (incl. disaster recovery). This includes database administration and capacity management.
- 5.18.8 Application Security - The Service Provider must ensure that the security of the solution complies with the CSOS's security policies, procedures, and processes.
- 5.18.9 Solution Document Upkeep - The Service Provider must ensure the continuous updating of documentation as a result of changes or enhancements made to the solution. All documents are required to be updated prior to the implementation of the changed or enhanced solution, in production. Any updates to the documents will only be accepted once

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approved by the CSOS and all approved documents must be stored in the CSOS document repository. Any exception to the above must be approved by the CSOS.

5.18.10 Contract Transitioning-Out services, which will be implemented for a period of one (1) month before the end of the contract termination date and includes, amongst others, the following:

5.18.10.1 Providing transitioning-out services at the end of the contract period (i.e. handover to a new service provider).

5.18.10.2 Providing a detailed plan (including roles and responsibilities of the bidder, the CSOS and the new service provider) with timeframes on how transitioning-out services will be provided.

5.18.10.3 Ensuring that during the transitioning-out period all tasks are implemented in line with the agreed plan between the CSOS and the bidder.

5.18.10.4 Ensuring that no services are disrupted during the transitioning-out period.

5.18.10.5 Working alongside the CSOS and the incoming Service Provider during this period to ensure a smooth transition of services and business continuity.

5.18.11 The Solution Maintenance & Supports Services portion of the contract will be managed using the following minimum service standards, which will be translated into a Service Level Agreement (SLA) during the contracting phase of this procurement.

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target	Penalty
Problem & Incident Management	Solution Availability	n/a	n/a	98% availability per month	10% of monthly Maintenance and Support costs
	The resolution of End user calls	1 hour	• Critical: (4) Hrs • High: (8) Hrs • Medium:(16) Hrs • Low: (24) Hrs	95% of calls will be responded on within 1 Hour. 95% of calls to be resolved based on the allocated priority.	10% of monthly Maintenance and Support costs
	Resolution of Pending Calls			Pending calls do not exceed 10% of weekly call volume Pending calls to be closed within 40 hours if the user is not responding with relevant information	5% of monthly Maintenance and Support costs
	Quarterly Reports of all users who have access and have been deactivated on all systems being supported including System Administrators per system.	n/a	n/a	Monthly Reports of Users per system by the 5th of the month	5% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)		Target	Penalty
	Root Cause Findings - Resolutions Tasks Implementation (for related tasks)	n/a	as per agreed timelines		100% of all Root Cause Analysis recommendations implemented within the approved timeframes.	10% of monthly Maintenance and Support costs
	Root Cause Analysis Report - Report Contribution (if jointly responsible for resolution implementation with another component)	n/a	as per agreed timelines		100% of all Root Cause Analysis reports provided within 3 days of major incident and/or problem resolution.	10% of monthly Maintenance and Support costs.
	Quality of support services	n/a	n/a		95% of all incidents / service requests resolved per month that are not re-opened after resolution.	10% of monthly Maintenance and Support costs
Corrective Maintenance (Break -fix services)	Severity Level 1 (Critical): (work around DOES NOT exist) Service Measure: 1. Mean Time to Resolve (MTTR) 2. This will constitute an emergency change	Defect /Critical Error/bug	1 hour	8 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 8 man hours (Permanent Fixes only)	10% of monthly Maintenance and Support costs
		Data Fix	1 hour	8 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 8 man hours	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)		Target	Penalty
	3. A temporary work around may be found to bring the system up 4. Permanent fixed to be in the next release				(Permanent Fixes only)	
	Severity Level 2 (High): (work around DOES exist) Service Measure: 1. Mean time to resolve (MTTR) 2. Permanent Fix to be in next scheduled Release	High Severity Defect /Error	1 hour	16 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 16 man hours (Permanent Fixes only)	10% of monthly Maintenance and Support costs
		Data Fix	1 hour	16 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 16 man hours (Permanent Fixes only)	10% of monthly Maintenance and Support costs
	Severity Level 3 (Medium): (does not stop service delivery and the processing of transactions but might be creating unintended results / work / additional processes) Service Measure:	Medium Severity Defect /Error	1 hour	24 hours (business hours)	95% of all medium corrective maintenance calls received for the month implemented within 24 working hours (Permanent fixes only)	10% of monthly Maintenance and Support costs
		Data Fix	1 hour	24 hours (business hours)	95% of all medium corrective maintenance calls received for the month implemented	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)		Target	Penalty
	Mean time to resolve (MTTR)				within 24 working hours (Permanent fixes only)	
Adaptive Maintenance	Classified as Minor Enhancements	Request for Service (RFS)	8 hours	16 hours	100% of RFS's issued.	10% of monthly Maintenance and Support costs
	Inclusive of: 1. Business Processes or legislation changes	Development	n/a	As per timelines stipulated in the approved RFS.	100% of all RFS's developed as per timelines stipulated in the approved RFS.	10% of monthly Maintenance and Support costs
	2. Functionality Modifications	Testing	n/a	As per timelines stipulated in the approved release into the Testing environment .	100% of all RFS's tested as per approved testing timelines. 90% successful testing results (10% to be resolved as part of rework, if any).	10% of monthly Maintenance and Support costs
	3. Cosmetic Changes & Configuration of Reports that do not require changes to the front end or database	Production	n/a	As per timelines stipulated in the approved release into the Production	100% of all RFS's implemented as per approved production implementation timelines, staging and pilot sign off. Not more than 1	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)		Target	Penalty
				environment .	instance recurrence of an incident in production. No more than 10% of RFS's deployed into staging environment to be returned for development	
Perfective Maintenance	Classified as Major Enhancements	Statement of Work (SOW)	16 hours	40 hours	100% of SOW's issued.	10% of monthly Maintenance and Support costs
	Inclusive of: 1. New Business Processes, legislation and reports that require customization and changes to the Front end and the database.	Development	n/a	As per timelines stipulated in the approved SOW.	100% of all Major Enhancements developed as per timelines stipulated in the approved SOW.	10% of monthly Maintenance and Support costs
	2. New Functionality MTTRespond: 2 Business Days MTTQuote: 5 Business Day	Testing and quality assurance for all maintenance done on applications	n/a	As per timelines stipulated in the approved release into the Testing environment .	100% of all Major Enhancements tested as per approved testing timelines. 95% successful testing results (5% to be resolved as part of rework, if any).	10% of monthly Maintenance and Support costs
		Production	n/a	As per timelines stipulated in the	100% of all Major Enhancements implemented as per approved production	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)		Target	Penalty
				approved release into the Production environment .	implementation timelines, staging and pilot sign off. Not more than 1 instance recurring of an incident in production. 100% Compliance to Project Schedule and Plan	
Preventative Maintenance	Implementation of identifies preventive measures to avoid solution downtime or major incidents	n/a	n/a		100% Implementation of all identified preventative measures	10% of monthly Maintenance and Support costs
Report Development & Enhancement Services	Development of new reports and/or Enhancement of existing reports that requires only solution configuration MTTRespond: 2 Business Days MTTQuote (Time only): 5 Business Days	Approved SOW	40 business hours		100% of RFS's issued.	10% of monthly Maintenance and Support costs
		Configuration	As per agreed timelines		100% of RFS's issued.	
		Testing and quality assurance	As per agreed timelines		100% of RFS's issued.	
		Production	As per agreed timelines		100% of RFS's issued.	

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target	Penalty
Service Delivery Management Services	Attendance of Monthly service Management review meetings and response to service performance reports	n/a	Respond to Service Performance Reports with 40 working hours after the Service Review Meeting	100% attendance of service review meetings	10% of monthly Maintenance and Support costs
Solution/Application Performance Monitoring	Performance Monitoring & Reporting	n/a	n/a	Up to 7 seconds per screen transition (Report due on the 10 th of the month)	10% of monthly Maintenance and Support costs
Software Updates, Patching & License Management	Implement and maintain approved versions of DBMS software.		Monthly report detailing software in production	100% compliance to approved software version	5% of monthly Maintenance and Support costs
	Participation in all platform upgrade	2 hours	As per agreed timelines	100% participation	10% of monthly Maintenance and Support resourcing costs
	Solution license Upkeep Service	n/a	n/a	Alert the CSOS when license utilisation reaches 85%	5% of monthly maintenance and support costs
	Release Management (Incl. Roll back management)	n/a	n/a	100% of releases approved in line with the CSOS's change and release process.	10% of monthly Maintenance and Support costs
Disaster Recovery, Back -ups	100% Participation in Disaster Recovery (DR) activities	1 hour	In line with CSOS's DR policy	100% of services restored, with solution fully functional.	10% of monthly Maintenance and Support resourcing costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target	Penalty
and Restoration	Ensure Performing Backups as per the CSOS backup policy and schedule by 3 rd party vendor.		At least 6 back-up restorations and testing per annum. Monthly reporting on backups done.	98% of backups, as per mutually approved backup policy and schedule, completed successfully. Reporting will be available on a monthly basis by 10 th of the month.	10% of monthly Maintenance and Support costs
	Database Administration function is responsible for keeping the enterprise databases and systems running. It also coordinates all dependent functions	n/a	n/a	Monthly Report to include: a. Report on changes done on DB Table b. Log Files c. DBA Group and roles d. Respond to Audit Queries within 3 days e. Administrator Activities Monthly report on Data Changes to aid in Audit queries and Audit reporting	10% of monthly Maintenance and Support costs
	Storage Administration, Monitoring and reporting on disk			Adequate disk space. Threshold = 75%	10% of monthly Maintenance and Support costs

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SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target	Penalty
	space availability and usage.			Capacity Usage reporting must be available on a monthly basis by the 10 st of the month.	
Application Security	adherence to the CSOS application security policies & procedures	n/a	n/a	100% adherence to the CSOS application security policies & procedures	10% of monthly Maintenance and Support costs
Solution Document Upkeep	Configuration Management Database (CMDB)- Update (e.g. Software Configuration)	n/a	2 Working days	100% CMDB updated within 2 working days of every service that requires a CMDB update.	10% of monthly Maintenance and Support resourcing costs
	Solution Documentation Upkeep Service	n/a	n/a	95% of all documents provided within the predefined timeframes	5% of monthly maintenance and support costs
Contract Transitioning – OUT Services	Transitioning-Out services - implementation	n/a	Starting 1 month before the end of the contract termination date	100% of Transitioning-out services implemented in line with the approved plan.	100% of the Transitioning-Out services amount.

The service level standards quoted above are the generic standards used within the CSOS ICT management. It is understood that due to the nature of the product and services procured herein that not all these service components will be applicable, and such must be taken into

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consideration when costing the M&S services. The Bidder may provide a strategy/approach directly addressing each of the applicable service component or Present in full, their own proven and successful M&S processes.

6 CONTRACT TIME FRAME

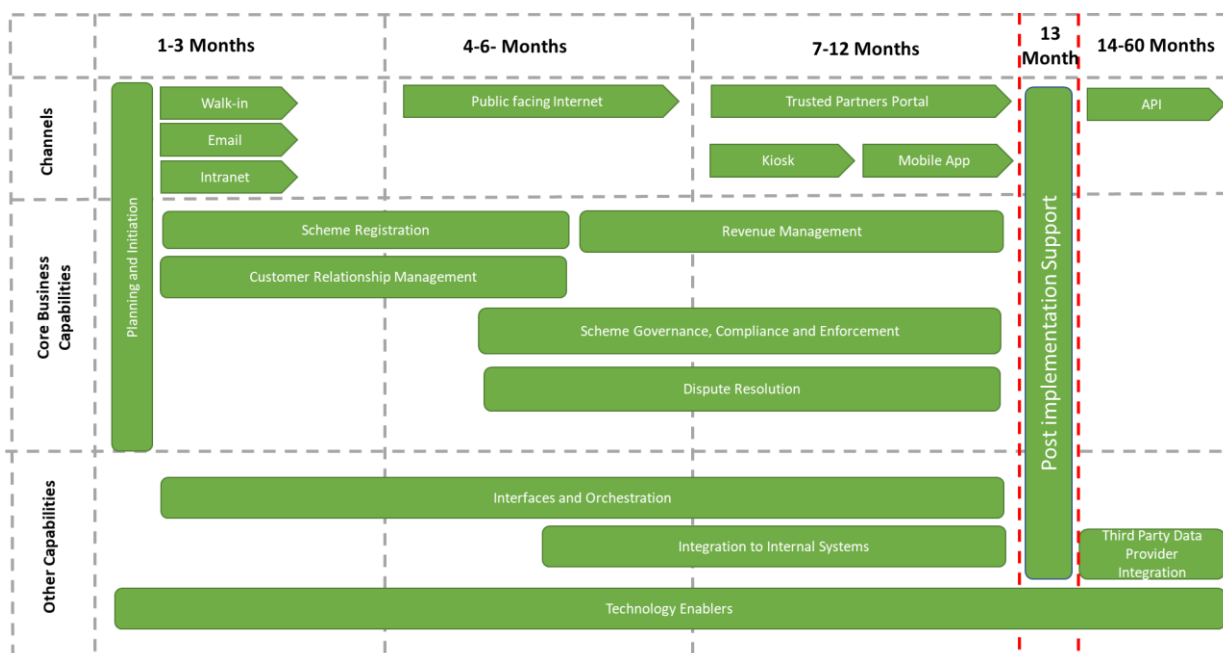
6.1 CONTRACT DURATION

Service	Duration	Commencement
Solution Implementation Services	12 Months	From signing of SLA
Post Implementation Support	1 Month	From Go-live of all modules
Solution Maintenance and Support	47 Months	From date of project closure (solution implementation services)

6.2 CAPABILITY IMPLEMENTATION ROADMAP

6.2.1 The diagram below illustrates the proposed capability deployment roadmap over the contract period solution implementation timeframe.

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6.2.2 Bidders are required to develop their proposal in line to the capability roadmap as illustrated.

6.2.3 Each capability must be deployed following the solution delivery framework within the specified timeframes.

6.2.4 A detailed project plan must be developed within the first 2 weeks of the project start date.

6.2.5 Any project slippages must be managed and mitigated to ensure that the overall capabilities are implemented within the 12-month solution implementation timeframe.

6.2.6 Should the 12-month solution implementation timeframe be exceeded the successful bidder will need to implement a catch-up plan. The cost of implementing the catch-up plan will be borne by the successful Service Provider.

6.2.7 A penalty of 10% of the total Solution Implementation Cost will be levied for every day that a capability go-live is delayed as per the agreed project plan. The penalty will be levied on a recurring basis until the capability is live on the

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production environment. No penalty will be levied if the delay can be proven to be attributed to the conduct of the CSOS.

6.2.8 The CSOS shall be entitled to claim, levy and set-off or deduct, from any outstanding invoices after reasonable notice to the Service Provider.

7 PROJECT EVALUATION CRITERIA

7.1 The proposals will be evaluated in Three (3) phases.

7.1.1 Phase 1: Mandatory Requirements

7.1.2 Phase 2: Functionality Evaluation

7.1.3 Phase 3: Price and B-BBEE

7.2 Phase 1: Mandatory Requirements

7.2.1 Bidders are required to tick whether they will comply with the below mandatory requirements (Note that non-compliance to mandatory requirement will lead to disqualification):

No	Mandatory Requirement	Substantiation (If required)	Comply (Tick)
1.	BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS The bidder must be the OEM/OSM or Registered with OEM/OSM partner to implement, maintain and support the proposed Solution	Provide a copy of a valid certificate or letter from OEM/OSM indicating: (a) the bidder name, (b) the bidder is a OEM/OSM or a OEM/OSM partner to provide the solution (c) date the partnership was established NB: CSOS reserves the right to verify if the partnership is valid.	

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		NB: All letters or certificates must be dated and signed on a letterhead of the entity that issued it. The Bidders certification/ partnership must remain valid for the full duration of the contract.	
2.	CLIENT REFERENCES The Bidder must provide a minimum of three (3) client reference letters not older than five (5) years.	Provide letters from clients that conforms to the following: 1. Signed by the client and contact details provided. 2. Client must expressly confirm satisfactory delivery by the bidder of the following minimum elements of the solution: a. Revenue Management b. On-line Channels c. Case Management and Workflow d. Customer relationship management	
3.	BIDDERS EXPERIENCE The bidder must have a minimum of ten (10) years' experience in the development, maintenance and support of business automation solution	The Bidder must supply a client letter indicating the bidders work over ten (10) years or a copy of a contract dating back ten (10) years.	
4.	BIDDERS EXPERIENCE IN DELIVERING LARGE HIGH VALUE PROJECTS The bidder must have delivered at least one project valued at R100 million or above.	Bidder to provide suitable evidence that it delivered projects valued at R100 million or above. The Bidder must supply a client letter indicating the value of contract for a	

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		similar project and confirming satisfactory completion of the contract	
5.	FINANCIAL STABILITY The Bidder confirms that it is financially stable to deliver all required services over the full duration of the contract	Provide audited financial statements for the past three (3) years Provide a letter from the prime bidder's bank confirming the prime bidders accounts are in good standing.	
6.	BIDDERS BBBEE LEVEL The bidder must be BBBEE Level 1 or BBBEE Level 2	Provide BBBEE certificate or sworn affidavit. The bidder must subcontract 30% of the project to an EME/ QSE	
7.	FULLY COSTED AND OPERATIONAL SOLUTION The bidder confirm that their proposal addresses all scope of work and the minimum requirements described in the Terms of Reference (TOR) document and that their solution addresses the problem statement and key goals as set out in the document. The Bidder confirms that all requirements detailed in the TOR have been fully catered for and costed for in the bidder response. Any omissions or errors will need to be rectified at the successful bidders expense.	No Substantiation required. Bidders are required to mark comply if in agreement with the requirement.	
8.	SERVICE LEVEL STANDARDS AND PENALTIES	No Substantiation required. Bidders are required to mark comply if in agreement with the requirement.	

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	The bidder accepts the minimum service level standards as set out in this document and the associated penalties associated to non-performance.		
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7.3 PHASE 2: FUNCTIONAL REQUIREMENTS

7.3.1 A bid will be disqualified if it fails to meet the minimum threshold of 70% for functional requirements stipulated in this document.

7.3.2 Bidders are required to accurately cross reference and indicate where the required substantiation can be found in the bid response. Incorrect cross referencing will result the bid being scored as non-responsive.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
		SECTION 1: SOLUTION IMPLEMENTATION SERVICES	Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
Channels	Solution must provide for multiple channels of interaction for different user groups	Describe in detail how the solution will address the minimum requirements specified in the section 5 1. Public Facing Channels (b) Walk-in (c) Internet	State page (s) number.....or State section/ tab.....on your proposal.	10	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		(i) Standardised electronic form submission and supporting document upload (ii) Payment functionality for payment of levies and prescribed fees (iii) SMS communication to public. (d) Email: Allow for selected services (e.g. scheme registration) to be requested via email. This channel can also be used for the submission of queries, escalations and to log requests for support tickets. (e) Kiosk: Provide for the self-help kiosks to be placed at CSOS regional offices or other affiliated organizations. (f) Mobile (i) Compatible with Android and Apple operating systems and available on the Google Play Store and Apple App Store. 2. Internal Channels (a) Intranet: Internal Staff able to access all functions of the system (b) Mobile: (i) Compatible with Android and Apple operating systems and available on the Google Play Store and Apple App Store. 3. Trusted Partner Channel (a) Portal			
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		(i) Portal that can be accessed by pre-approved trusted partners (ii) Portal for outsources adjudicators (b) API: allow for trusted partners to connect and transact at a system level. Scoring Criteria: 0) Non-responsive 1) Very Poor Response: Caters for few channels not all, not detailed 2) Poor Response: Caters for some channels not all, not detailed 3) Average Response: Caters for most channels not all, detailed 4) Adequate Response: Caters for all channels, detailed 5) Excellent Response: Caters for all channels and proposes additional channels and exceeds requirements, detailed.			
Interface and Orchestration	Solution must have interface and orchestration capabilities.	Describe in detail how the solution will cater for the minimum requirements as specified in section 5: 1) User experience a) All interfaces designed with end-user in mind and consistent experience b) Easy to use with built in aids	State page (s) number.....or State section/ tab.....on your proposal.	5	

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		c) Personalised content for targeted users d) Provide context to users on where they are in the customer journey 2) Workflow a) Workflow and automated business process b) Management and tracking of cases across all modules. c) Pre-defined workflows based on industry best practice d) Role based workflows e) Easy to configure and maintain f) Generates Pre-populated and standardised letters 3) Business Rules a) Automated business rules in line with relevant legislation and practice directives. Scoring Criteria: 0- Non-responsive 1- Very Poor Response: Caters few requirements not all, not detailed 2- Poor Response: Caters for some requirements not all, not detailed			
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		3- Average Response: Caters for most requirements not all, detailed 4- Adequate Response: Meets all minimum requirements, detailed 5- Excellent Response: Meets and exceeds all minimum requirements, very detailed.			
Core Business Capabilities	Solution must enable the CSOS to automate and digitally run all Core Business Processes	Describe in detail how the solution will cater for the minimum requirements as described in section 5: 1) Scheme Registration a) Submission across all channels b) Follow a pre-defined workflow, including approval c) Generation of unique scheme registration number and linked to historic referencing d) Individual scheme owners linked to one or more schemes e) Issue non-repudiable and verifiable registration certificates f) Integrated to other CRM, Revenue and Dispute modules g) Scheme details and compliance status available on internet channel h) Reporting of non-registered schemes	State page (s) number.....or State section/ tab.....on your proposal.	20	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		i) Registration through API j) Flagging of unregistered schemes using third party data k) Integration with Geographic information system (GIS) 2) Revenue Management a) Automated calculation of levies b) Generation of invoices and account statements c) Generation of Payment reference numbers d) Calculation of interest and penalties e) Creditor management and debt collection workflows f) Waivers and discount g) Integration with SAGE Evolution 3) Scheme Governance and Enforcement a) Submission of scheme governance documentation b) Storage and retrieval of documents c) Filing of annual returns d) Risk selection of annual returns e) Governance related workflows			
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		f) Correspondence and request for information g) Physical and electronic online returns h) Integration with other modules 4) Dispute Resolution a) Automation of dispute resolution process b) Case referencing and case management and tracking c) Communication to all parties electronically and via SMS d) Document submission and electronic case files e) Scheduling of dispute matters f) Integration to MS teams g) Letters encrypted to prevent tampering h) Management of outsourced adjudicators i) Outsourced adjudicators portal 5) Customer Relationship Management (CRM) a) Management of Master Data b) Masters Data management policy c) Single view of the customer			
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		d) Communication with schemes via preferred channels (i.e. email, post SMS) 6) Business Intelligence and Analytics a) BI platform b) Monthly and ad-hoc reporting c) Operational management dashboards d) Data governance policy Scoring Criteria: 0) Non-responsive 1) Very Poor Response: Caters few requirements not all, not detailed 2) Poor Response: Caters for some requirements not all, not detailed 3) Average Response: Caters for most requirements not all, detailed 4) Adequate Response: Meets all minimum requirements, detailed 5) Excellent Response: Meets and exceeds all minimum requirements, very detailed.			
Third Party Data Providers	The solution must enable the CSOS to interface with third party data providers	Describe in detail how the solution addresses minimum requirements set out in section 5 1) Provide Third party data integration platform design	State page (s) number.....or State section/ tab.....on your proposal.	10	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

	through the use of Application Programmable Interface or File Transfer Protocols.	2) Describe how the third party data will processed and exposed to business rules to trigger different workflows or cases. Scoring Criteria: 0- Non-responsive 1- Very Poor Response: Caters few requirements not all, not detailed 2- Poor Response: Caters for some requirements not all, not detailed 3- Average Response: Caters for most requirements not all, detailed 4- Adequate Response: Meets all minimum requirements, detailed 5- Excellent Response: Meets and exceeds all minimum requirements, very detailed.			
Technology Enablers	Technology Delivery: The bidder must provide a solution delivery framework that is based on agile principles	1. Describe the proposed Solution Delivery Framework based on agile principles (e.g. SCUM, Kanban etc). 2. Provide details of the resources that will be assigned to the project and deliverables that will be produced for the following minimum services: a) Project Management b) Solution Architecture and Design	State page (s) number.....or State section/ tab.....on your proposal.	10	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		c) Solution Configuration and Development d) Solution integration e) Solution Quality Assurance and Testing f) Change and Communication Management g) Training h) Solution Deployment i) Post implementation stabilization and service transitioning. • Solution Delivery Frameworks must be based on Agile principles. • Resources to be assigned to each service and must comprised of a project management team. • Deliverables must be specified per stream. • At least one resource must be assigned to a stream • Core resources must assigned to the project for the full duration of the project. 0- Non-responsive 1- Very Poor Response: No solution delivery framework, does not cover all services, no details of resourcing, not detailed			
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		2- Poor Response: No solution delivery framework, does not cover all services, some details of resourcing not sufficient. 3- Average Response: Basic solution delivery framework, covers all services, details of resourcing, resources not sufficient. 4- Adequate Response: Detailed solution delivery framework, covers all services, details of resourcing, resourcing sufficient. 5- Excellent Response: Comprehensive solution delivery framework, covers all services, details of resourcing, well resources.			
	License Management: The successful bidder will be required to provide all licenses and subscriptions required for the development and full functioning of the solution.	1. Describe the licensing implications of the solution (linked to every component on the solution architecture) 2. List the licenses and quantities for software applications provided for in the solution (NB! Any omissions in pricing for the licenses listed will be for the successful bidders account) 3. Provide proof of accreditation with OEM/OSM of all licensed software included in the solution (not applicable if the bidder is the OEM/OSM) Scoring Criteria: 0- Non-responsive 1- Not applicable	State page (s) number.....or State section/ tab.....on your proposal.	5	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		2- Not applicable 3- Not applicable 4- Adequate Response: Licenses listed in sufficient quantities based on current quantities; bidder accredited with OEM/OSM 5- Excellent Response: Licenses listed in sufficient quantities and takes future growth into consideration; bidder accredited with OEM/OSM			
	ICT Infrastructure: The successful bidder will be required to provide and manage all ICT infrastructure requirements required to for the optimal functioning of the solution	1. Provide proposed ICT infrastructure architecture diagram 2. Provide details of cloud provider 3. Provide details of disaster recovery capabilities 4. Provide overview of data sovereignty issues will be managed 5. Detail how growth over the contract especially in relation to the number of schemes registered, number of disputes, increase in regional office and increase in number of users has been factored into the proposal. Scoring Criteria: 0- Non-responsive 1- Not applicable 2- Not applicable	State page (s) number.....or State section/ tab.....on your proposal.	10	

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		3- Not applicable 4- 4- Adequate Response: Adequate detail provided, architecture diagram provided, growth factored to limited extent. 5- 5-Excellent Response: Adequate detail provided, architecture diagram provided, growth factored to based on detailed estimations.			
	Solution must provide for following components: a) Data Management b) System Administration c) Security Management d) Integration Platform e) Content Management	1. Detail how the solution addresses the minimum requirements specified for the following components (Refer to section 5): a) Data Management i. Data Architecture ii. Data backup and archival iii. Data governance policy iv. Data warehouse b) System Administration i. Monitoring of system administrator activities c) Security Management i. Security architecture ii. Segregation of roles and profiles iii. Two-factor authentication	State page (s) number.....or State section/ tab.....on your proposal.	5	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		iv. ISO 27000 compliance v. Audit trails and system logs vi. POPI compliance d) Integration Platform i. Integration platforms overview ii. Integration schemas iii. Integration with internal CSOS systems (e.g. O365) e) Content Management i. Content management platform ii. Scanning and digitisation of hardcopy documents Scoring Criteria: 0- Non-responsive 1- Very Poor Response: Caters few requirements not all, not detailed 2- Poor Response: Caters for some requirements not all, not detailed 3- Average Response: Caters for most requirements not all, detailed 4- Adequate Response: Meets all minimum requirements, detailed			
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		5- Excellent Response: Meets and exceeds all minimum requirements, very detailed.			
	Data Migration: Successful Service Provider must provide for the migration of required data from existing manual and system data sources.	1. Provide detailed approach to Data Migration 2. Detail how the solution addresses the minimum requirements specified for data migration. a. Data migration strategy development b. List of deliverables to be produced c. Data migration tool d. Data warehouse Scoring Criteria: 0- Non-responsive 1- Very Poor Response: Caters few requirements not all, not detailed 2- Poor Response: Caters for some requirements not all, not detailed 3- Average Response: Caters for most requirements not all, detailed 4- Adequate Response: Meets all minimum requirements, comprehensive data migration approach provided.	State page (s) number.....or State section/ tab.....on your proposal.	5	

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		5- Excellent Response: Meets and exceeds all minimum requirements, very detailed, Data Migration strategy provided.			
		SECTION 2: SOLUTION MAINTENANCE AND SUPPORT SERVICES	Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
Solution Maintenance And Support	Provision to solution maintenance and support services to ensure that system is operational within the defined Service Level Standards.	1. Describe the proposed Maintenance and Support Framework 2. Is the framework aligned to ITIL? 3. Provide details on resources that will be assigned to maintain and support solution in line with the specified minimum requirements across the following service components: a. Problem and Incident Management b. Corrective Maintenance c. Adaptive Maintenance d. Perfective Maintenance e. Preventative Maintenance f. Report Development and Enhancement Services g. Service Delivery Management Services h. Solution/ Application Performance Monitoring		10	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		i. Software Updates, Patching and License Management j. Disaster Recovery, Backups and Restoration k. Application Security l. Solution Document Upkeep m. Contract Transitioning Out Services 4. Provide details of the Service Delivery Manager to be assigned to the contract. 5. Acknowledgement and acceptance of minimum service standards. Scoring Criteria: 0- Non-responsive 1- Very Poor Response: No Maintenance and Support Framework, does not cover all service components, no details of resourcing, not detailed 2- Poor Response: No Maintenance and Support Framework, does not cover all service components, some details of resourcing not sufficient. 3- Average Response: Basic Maintenance and Support Framework, covers all service components, details of resourcing, resources not sufficient.			
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF BUSINESS AUTOMATION SOLUTION*

		4- Adequate Response: Detailed Maintenance and Support Framework, covers all service components, details of resourcing, resourcing sufficient. 5- Excellent Response: Comprehensive Maintenance and Support Framework, covers all service components, details of resourcing, well resourced.			
		SECTION 3: SOLUTION DELIVERY TIMEFRAMES	Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
Solution Implementation approach and Timeframes	Capability Implementation Roadmap	1. Provide a detailed plan that unpacks the Capability Implementation Roadmap provided in section 6. 2. Provide detailed timeframes in which different modules will be delivered. 3. Highlight any risks to the plan and the mitigation steps. 4. Provide details of the project management team to be assigned to the project. (names, years of experiences and qualifications) 5. Provide details of team structure aligned to the plan and approach and include (names, years of experiences and qualifications). The project must be adequately resourced to deliver the project within 12 months		10	

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		Scoring Criteria: 0. Non-responsive 1. Very Poor Response: No plan provided, high level details, exceeds within 12 months, no risks identified with mitigation, not practical. 2. Poor Response: High level plan provided, exceeds within 12 months, no risks identified with mitigation, not practical 3. Average Response: Detailed plan provided, within 12 months, no risks identified with mitigation, limited practicality. 4. Adequate Response: Detailed plan provided, within 12 months and in line with roadmap, some risks identified with mitigation, practical and adequately resourced. 5. Excellent Response: Comprehensive plan provided, less than 12 months and in line with roadmap, extensive risk risks identified with mitigation strategies, practical and well-resourced and qualified team for delivery			
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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF
BUSINESS AUTOMATION SOLUTION***

8 PRICING

- 8.1 Proposals that meet and exceed the 70% functionality threshold for phase 3 will be evaluated on price and B-BBEE status level of contribution in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulations (June 2011) based on the 90/10 preference points system.
- 8.2 Bidders must ensure that their price schedules canister all requirements for a fully operational system as specified in the minimum requirements and scope of work. Any omissions or errors will be provided at the bidder's expense.
- 8.3 Bidders must make provision for contingencies and variable costing components of their solution.
- 8.4 All pricing must be rand and fixed for the contract duration.
- 8.5 All pricing must be firm over the contract. Bidders must provide detailed cost items that are subject to price increases such as CPIX and Rate of Exchange. All exchange rates used must be stated in the pricing model.
- 8.6 Payments terms are within 30 days from invoice and subject to an agreed payment plan based on deliverables and project milestones.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE *PROVISION OF
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PRICING SCHEDULE 1: SOLUTION IMPLEMENTATION SERVICES

Service	TOTAL COST (INCL. VAT)
Channels*	
Scheme Registration*	
Revenue Management*	
Dispute Resolution*	
Scheme Governance and Enforcement*	
Customer relationship Management*	
Business Intelligence and Analytics*	
Integration (incl. Third party data providers) *	
Data Migration	
Project Management	
Change and Communication	
Training	
Other (Bidders to Specify)	
Total Solution Implementation Cost	
Contingency Provision (20% of Total Solution Implementation Cost)	
Grand Total	

*Prices to include all implementation costs (i.e. Solution Design, Config and Customization, Quality assurance and deployment) to successfully implement the listed modules

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PRICING SCHEDULE 2: LICENSES AND SUBSCRIPTIONS

Service	QTY	YEAR 1 COST (INCL. VAT)	YEAR 2 COST (INCL. VAT)	YEAR 3 COST (INCL. VAT)	YEAR 4 COST (INCL. VAT)	YEAR 5 COST (INCL. VAT)	TOTAL COST (INCL. VAT)
Bidders to Specify							
Variable Cost Provision (e.g. additional user growth)							
Grand Total							

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PRICING SCHEDULE 3: ICT INFRASTRUCTURE

Service	QTY	YEAR 1 COST (INCL. VAT)	YEAR 2 COST (INCL. VAT)	YEAR 3 COST (INCL. VAT)	YEAR 4 COST (INCL. VAT)	YEAR 5 COST (INCL. VAT)	TOTAL COST (INCL. VAT)
Bidders to Specify							
Variable Cost Provision (e.g. additional storage provision)							
Grand Total							

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COST SCHEDULE 4: MAINTENANCE AND SUPPORT

Service	QTY	MONTHLY COST (INCL. VAT)	TOTAL COST (INCL. VAT)
Maintenance and support Services	48 Months		
Variable Cost Provision (e.g. Payment gateway transaction fees etc)	48 Months		
Grand Total			

SUMMARY COST SCHEDULES

Service	GRAND TOTAL COST (INCL. VAT)
Schedule 1: Solution Implementation Service	
Schedule 2: Licenses and Subscriptions	
Schedule 3: ICT Infrastructure	
Schedule 4: Maintenance and Support	
Total Bid Price	

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9 PROPOSAL SUBMISSION REQUIREMENTS

The successful service provider must subcontract a minimum of 30% of the value of the contract to an EME or QSE that is 100% black owned

9.1 Service providers must submit the following compulsory documents:

- Valid and original /certified B-BBEE or affidavit.
- Original Valid Tax Clearance Certificate or SARS Pin letter
- SBD Forms (SBD4, SBD6, SBD8 and SBD 9)

Proposals should be hand delivered to CSOS offices on or before the 11 October 2021 by no later than 12h00 pm on the following address:

The Supply Chain Manager

The Community Schemes Ombud Service

Unit 4, Berkley Office Park,

8 Bauhinia Street,

Highveld Techno Park,

Centurion

10 REPORTING REQUIREMENTS

10.1 The service provider will be expected to provide comprehensive monthly reports detailing achievements and deliverables, no later than 5th of the following month. During the solution implementation phase, more frequent reporting will be expected, but will be agreed with the service provider during project kick-off and project acceptance sign-off.

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- 10.2 The service provider's project leader will also be required to provide regular reports and presentations to the CSOS executive committee, ICT Steering Committee and the board during the solution implementation phase
- 10.3 The contents and detail of the reporting will be determined between the project manager and service provider when the Service Level Agreement is agreed.

11 CONTACT DETAILS

Any technical inquiries should be submitted to the emails below before

For Technical enquiries: Mr Mawande Jadezweni (Mawande.jadezweni@csos.org.za) Tel: 010 593 0533

For SCM enquiries: Mr. Nduduzo Mthimkhulu (tenders@csos.org.za), Tel: 010 593 0533



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

**CSOS015-2021: THE SUPPLY, DEVELOPMENT AND IMPLEMENTATION BUSINESS
AUTOMATION SOLUTIONS INCLUDING MAINTENANCE AND SUPPORT FOR A PERIOD OF
FIVE (5) YEARS**

CLOSING DATE: 11 OCTOBER 2021 AT 12:00 PM

VALIDITY PERIOD: 120 DAYS

S U P P L Y C H A I N M A N A G E M E N T

A. SPECIAL CONDITIONS OF CONTRACT

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

B. EVALUATION PROCESS

- The evaluation process comprises of the following phases:

➤ INITIAL SCREENING PROCESS

During this phase bid documents will be reviewed to determine compliance with tax matters and whether original and valid tax clearance certificates have been submitted with the bid documents at closing date and time of bid.

➤ FIRST EVALUATION PHASE: PRE-QUALIFYING EVALUATION CRITERIA

Bidders must meet all the below requirements in order to be consider further on functionality

No	Mandatory Requirement	Substantiation (If required)	Comply (Tick)
1.	BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS The bidder must be the OEM/OSM or Registered with OEM/OSM partner to implement, maintain and support the proposed Solution	Provide a copy of a valid certificate or letter from OEM/OSM indicating: (a) the bidder name, (b) the bidder is a OEM/OSM or a OEM/OSM partner to provide the solution (c) date the partnership was established NB: CSOS reserves the right to verify if the partnership is valid. NB: All letters or certificates must be dated and signed on a letterhead of the entity that issued it.	

		The Bidders certification/ partnership must remain valid for the full duration of the contract.	
2.	CLIENT REFERENCES The Bidder must provide a minimum of three (3) client reference letters not older than five (5) years.	Provide letters from clients that conforms to the following: 1. Signed by the client and contact details provided. 2. Client must expressly confirm satisfactory delivery by the bidder of the following minimum elements of the solution: a. Revenue Management b. On-line Channels c. Case Management and Workflow d. Customer relationship management	
3.	BIDDERS EXPERIENCE The bidder must have a minimum of ten (10) years' experience in the development, maintenance and support of business automation solution	The Bidder must supply a client letter indicating the bidders work over ten (10) years or a copy of a contract dating back ten (10) years.	
4.	BIDDERS EXPERIENCE IN DELIVERING LARGE HIGH VALUE PROJECTS The bidder must have delivered at least one project valued at R100 million or above.	Bidder to provide suitable evidence that it delivered projects valued at R100 million or above. The Bidder must supply a client letter indicating the value of contract for a similar project and confirming satisfactory completion of the contract	

5.	FINANCIAL STABILITY The Bidder confirms that it is financially stable to deliver all required services over the full duration of the contract	Provide audited financial statements for the past three (3) years Provide a letter from the prime bidder's bank confirming the prime bidders accounts are in good standing.	
6.	BIDDERS BBBEE LEVEL The bidder must be BBBEE Level 1 or BBBEE Level 2	Provide BBBEE certificate or sworn affidavit. The bidder must subcontract 30% of the project to an EME/ QSE	
7.	FULLY COSTED AND OPERATIONAL SOLUTION The bidder confirm that their proposal addresses all scope of work and the minimum requirements described in the Terms of Reference (TOR) document and that their solution addresses the problem statement and key goals as set out in the document. The Bidder confirms that all requirements detailed in the TOR have been fully catered for and costed for in the bidder response. Any omissions or errors will need to be rectified at the successful bidders expense.	No Substantiation required. Bidders are required to mark comply if in agreement with the requirement.	
8.	SERVICE LEVEL STANDARDS AND PENALTIES	No Substantiation required. Bidders are required to mark comply if in agreement with the requirement.	

	The bidder accepts the minimum service level standards as set out in this document and the associated penalties associated to non-performance.		
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SECOND EVALUATION PHASE: FUNCTIONAL

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the terms of reference. During this stage bidders' responses will be evaluated for functionality based on achieving a minimum score of 70 percent.
- Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The panel members will individually evaluate the responses received against the following criteria as set out in the Terms of reference.
- **The approach that will be used for this tender is the Quality Cost Based Selection and a two-envelope system will be utilized for this tender.**

Each panel member will rate each individual criterion on the score sheet using the following scale:

Value	Description
5	Excellent
4	Very Good
3	Good
2	Average
1	Poor
0	Unacceptable/ Nonresponsive

- The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criteria. These marks will be added and expressed as a fraction of the best possible score for all criteria.

- This score will be converted to a percentage and **only** bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated further.
- Any proposal not meeting a minimum score of 70 percent technical proposal will be disqualified and the financial proposal will remain unopened.

➤ **THIRD EVALUATION PHASE: PRICE**

Bidders that meet the minimum threshold of 70 percent will be evaluated further on price.

- In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
 - The bid price (maximum 90 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 10 points)
 - The following formula will be used to calculate the points out of 90 for price in respect of tender with a Rand value above R50 million, inclusive of all applicable taxes where:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

A maximum of 10 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. The State reserves the right to arrange contracts with more than one contractor.

- It is the Government's intention to promote the following Broad-Based Black Economic Empowerment with this bid, and the points to be allocated are indicated against each level of contributor:

C. POINTS

The Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on 8 June 2011 (No. 34350) and effective from 7 December 2011. These regulations require bidders to submit valid original or certified copies of their B-BBEE Status Level Certificates from a SANAS accredited verification agency and accredited Auditing firm, the 90/10 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9

Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers.

1. A tenderer must submit proof of its B-BBEE status level of contributor.
2. A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
3. The points scored by a tenderer for B-BBEE in terms of sub-regulation (2) must be added to the points scored for price under sub-regulation (1).
4. The points scored must be rounded off to the nearest two decimal places.
5. Subject to sub-regulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
6. (a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.
 (b) The organs of state may-
 (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

(ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;

(iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

D. TAX CLEARANCE CERTIFICATE & CSD REPORT

Bidders may submit their CSD report or SARS Tax pin.

Failure to comply with this condition will invalidate the bid.

E. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax.

F. REGISTRATION

Latest proof of company registration from Companies and Intellectual Property Commission (CIPC) must be submitted in the form of certified copies of the relevant registration document

G. CLIENT BASE

- Bidders must have specific experience in Business Automation Solution and submit recent references (in a form of written proof (s) on their company's letterhead including relevant person (s), telephone, fax numbers and e-mails) of similar work undertaken.
- The CSOS reserves the right to contact references during the evaluation and adjudication process to obtain information.

H. SHAREHOLDERS/DIRECTORS PORTFOLIO

- The bidder shall submit copies of the company's shareholding portfolio with the bid documents at the closing date and time of the bid.

I. COMMUNICATION

Supply Chain Management will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the CSOS in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

J. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

K. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) 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:
- directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

L. FRONTING

- The Community Schemes Ombud Service supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the CSOS condemns any form of fronting.

- The CSOS, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSOS may have against the bidder/contractor concerned.

M. BRIEFING SESSION

There will a **non-compulsory virtual briefing session** on 28 September 2021 at 11:00am. Meeting link to be requested on the following email: tenders@csos.org.za

N. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will be required to enter into a formal contract with the CSOS.

O. PACKAGING OF BID

A two-envelope system will be utilized for this tender. The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

➤ **FUNCTIONALITY/TECHNICAL PROPOSAL**

Bid No: CSOS015-2021

Description: The supply, development and implementation business automation solutions including maintenance and support for a period of five (5) years.

Bid closing date and time: 11 October 2021 at 12h00 PM

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

➤ **PRICE/ FINANCIAL PROPOSAL**

Bid No: CSOS015-2021

Description: The supply, development and implementation business automation solutions including maintenance and support for a period of five (5) years. **SDB 3.3 should be included in this envelope.**

Bid closing date and time: 11 October 2021 at 12h00 PM

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

Note: The Community Schemes Ombud Service uses the two-envelope system. Proposals will be assessed for mandatory requirement and functionality. The Technical Proposal envelope and the Price/ financial Proposal envelope must contain one original hard copy document, clearly marked "Original", and three (3) hardcopies, clearly marked "Copy and an electronic version of the original proposal on a memory stick.

Note: The successful service provider must subcontract a minimum of 30% of the value of the contract to an EME or QSE that is 100% black owned

P. CONTACT DETAILS

Supply Chain Management Office:

Physical address: Unit 4, Berkley Office Park,

8 Bauhinia Street, Highveld Techno Park, Centurion

For General SCM enquiries: Nduduzo Mthimkhulu; Contact :010 593 0533 Cell: 076 630 3779 or email: [**tenders@csos.org.za**](mailto:tenders@csos.org.za)

For Technical enquiries: Mawande Jadezweni; Contact :010 593 0533 email: [**Mawande.Jadezweni@csos.org.za**](mailto:Mawande.Jadezweni@csos.org.za)

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: **BID**
NO: CSOS015-2021: THE SUPPLY, DEVELOPMENT AND IMPLEMENTATION BUSINESS
AUTOMATION SOLUTIONS INCLUDING MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (5)
YEARS.

CLOSING TIME 12:00pm ON 11 October 2021.

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO <u>TAX</u>	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED</u>
--------------------------	-------------	--

DESCRIPTION: THE SUPPLY, DEVELOPMENT AND IMPLEMENTATION BUSINESS AUTOMATION
SOLUTIONS INCLUDING MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS

1. Services must be quoted in accordance with the attached terms of reference.

Services must be quoted in accordance with the attached terms of reference.

Total cost of the assignment (R inclusive VAT)

R.....

PRICING SCHEDULE 1: SOLUTION IMPLEMENTATION SERVICES

Service	TOTAL COST (INCL. VAT)
Channels*	
Scheme Registration*	
Revenue Management*	
Dispute Resolution*	
Scheme Governance and Enforcement*	
Customer relationship Management*	
Business Intelligence and Analytics*	
Integration (incl. Third party data providers) *	
Data Migration	
Project Management	
Change and Communication	
Training	
Other (Bidders to Specify)	
Total Solution Implementation Cost	
Contingency Provision (20% of Total Solution Implementation Cost)	
Grand Total	

PRICING SCHEDULE 2: LICENSES AND SUBSCRIPTIONS

Service	QTY	YEAR 1 COST (INCL. VAT)	YEAR 2 COST (INCL. VAT)	YEAR 3 COST (INCL. VAT)	YEAR 4 COST (INCL. VAT)	YEAR 5 COST (INCL. VAT)	TOTAL COST (INCL. VAT)
Bidders to Specify							
Variable Cost Provision (e.g. additional user growth)							
Grand Total							

PRICING SCHEDULE 3: ICT INFRASTRUCTURE

Service	QTY	YEAR 1 COST (INCL. VAT)	YEAR 2 COST (INCL. VAT)	YEAR 3 COST (INCL. VAT)	YEAR 4 COST (INCL. VAT)	YEAR 5 COST (INCL. VAT)	TOTAL COST (INCL. VAT)
Bidders to Specify							
Variable Cost Provision (e.g. additional storage provision)							
Grand Total							

COST SCHEDULE 4: MAINTENANCE AND SUPPORT

Service	QTY	MONTHLY COST (INCL. VAT)	TOTAL COST (INCL. VAT)
Maintenance and support Services	48 Months		
Variable Cost Provision (e.g. Payment gateway transaction fees etc)	48 Months		
Grand Total			

SUMMARY COST SCHEDULES

Service	GRAND TOTAL COST (INCL. VAT)
Schedule 1: Solution Implementation Service	
Schedule 2: Licenses and Subscriptions	
Schedule 3: ICT Infrastructure	
Schedule 4: Maintenance and Support	
Total Bid Price	

The financial proposal for this assignment should cover for all assignment activities as per terms of reference

2. Period required for commencement with project after acceptance of bid _____
3. Are the rates quoted firm for the full period? Yes/No
4. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

Technical enquiries regarding bidding procedures may be directed to:

Mawande Jadezweni

Tel: (010) 593 0533

E-mail address: mawande.jadezweni@csos.org.za

Supply Chain queries may be directed to:

Nduduzo Mthimkhulu

Cell: 076 630 3779

Email: tenders@csos.org.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the **...90/10.....** preference point system shall be applicable; or

b) The 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8

6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

- 8.2 VAT registration
number:.....
- 8.3 Company registration
number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
-
-
-
-
-
- 8.6 COMPANY CLASSIFICATION
- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]
- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



Supplier Maintenance: Bank Details

Supplier name _____

I/We hereby request and authorize you to pay any amounts which accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorized will be processed by computer through a system known as the "ACB ELECTRONIC FUND TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/We understand that a payment advice will be supplied by the organization in the normal way, and that it will indicate the date on which funds will be available in my/our account. This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Initial and Surname

Authorized Signature

Date dd/mm/yyyy									

NB. Only original signed forms will be accepted.

Registered name: _____

Co. Registration No: _____

Account Holder: _____

Name of Bank: _____

Name of Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

It is hereby confirmed that these details have been verified against the following screens:

ABSA-
FNB-
STD Bank-
Nedbank-
Other Banks-

Bank Stamp Here

Bank Official Name: _____

Contact Detail: _____

NB: IT IS THE RESPONSIBILITY OF THE SUPPLIER TO ENSURE THAT DETAILS PROVIDED ARE CORRECT.

A LETTER FROM THE BANK CONFIRMING BANKING DETAILS WILL ALSO SUFFICE

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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.

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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.

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|--|--|
| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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.