

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA: 74-22-ICT-HO

Bid Description: Procurement of a Biometric & IAM (BIAM) System Support and Maintenance for a period of Three (3) years

Name of Institution: South African Social Security Agency

Place where goods, works or services are required:

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

Date Published: 06 March 2023

Closing Date / Time: 27 March 2023 @11:00am

Enquiries:

Contact Person: Ms Mogafe Mphahlele

Email: biamrd2021@sassa.gov.za

Telephone number: 012 400 2412

FAX Number:

Where bid documents can be obtained:

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

<https://sassa.gov.za>

Physical Address: Where bids should be delivered:

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

Compulsory Briefing Session

N/A

NB: Bidders to send question/s within 5 days of the advert and SASSA will respond with 7 days of the bid advert.



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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 74-22-ICT-HO	CLOSING DATE	27-MARCH-2023	CLOSING TIME	11:00 AM
DESCRIPTION	The South African Social Security Agency hereby invites proposals from potential service provider for the supply, installation, configuration and support of the ICT Infrastructure and application performance monitoring solution.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Mogafe Mphahlele		CONTACT PERSON	Mr John Van der Berg	
TELEPHONE NUMBER	(012)400 2412		TELEPHONE NUMBER	+27 12 400 2164	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	biam srd2021@sassa.gov.za		E-MAIL ADDRESS	biam srd2021@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number SASSA: 74 - 22- ICT- HO
Closing Time 11:00 am	Closing date 27 March 2023

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

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

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

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

*Delete if not applicable

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. BIDDER'S DECLARATION

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

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

3. DECLARATION

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10	20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9	18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8	16		
B-BBEE Status Level 1 - 2 contributor	7	14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	5	12		
B-BBEE Status Level 3 - 4 contributor	4	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
Others (Non-Compliant)	0	0		
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.				

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)...**SOUTH AFRICAN SOCIAL SECURITY AGENCY**... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number... **SASSA: 74-22-ICT-HO** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	

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

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

SOUTH AFRICAN SOCIAL SECURITY AGENCY

Biometric & IAM (BIAM) System Support and Maintenance Terms Of Reference



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

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ACRONYMS

Acronym	Description
BSC	Business Solution Centre
CEO	Chief Executive Officer
CFO	Chief Financial Officer
DSD	Department of Social Development
EXCO	Executive Committee
BIAM	Biometric and Oracle IAM system
SRD	Social Relief of Distress Application
SD	System DashBoard (Workflow driven Access Request Web Application)
NRP	Non-Repudiation Program
SOA	Service Oriented Architecture
HO	Head Office
ICT	Information Communication Technology
IJS	Integrated Justice System
MANCO	Management Committee
RO	Regional Offices
SASSA	South African Social Security Agency
SCM	Supply Chain Management
Service Provider	In this document reference to Service Provider also means Bidder and vice versa
Response Template	Microsoft excel spread sheet provided by SASSA to all Bidders to complete with Resources information and costs

SECTION A – OBJECTIVES AND BACKGROUND

1. OBJECTIVES

Objectives of Terms of reference

- 1.1 The main objective of this Terms of Reference is to acquire an all-inclusive on site BIAM Support & Maintenance Service (on the Oracle platform) for the South African Social Security Agency for a period of three years.
- 1.2 SASSA requires a comprehensive service which should include any aspect related to support and maintenance for instance any possible application of patches, upgrades, complete the OIM configuration and roll out, adding new applications to the System Dashboard (Access Request System). Changing/Enhancing the custom programs (Staff Enrolment, Beneficiary Enrolment, Non-Repudiation Program, System Dashboard, Socket server etc) that is part of the BIAM solution.
- 1.3 Provide professional services to implement the following:
 - 1.3.1 Implementation Facial recognition solution + Software Licenses and Webcams (Please see the specifications in Annexure E)
 - 1.3.2 Implement a solution that will allow SASSA to efficiently search through our Beneficiary fingerprint repository

2. BACKGROUND

2.1 Background to the Organisation

As a government entity, SASSA executes an important mandate as part of the service delivery machinery deployed to alleviate abject poverty. In meeting its mandate, it is required to have processes, structures and systems in place to ensure that the services are delivered efficiently, cost-effectively and to the satisfaction of those who benefit from these services, namely the customer.

2.2 SASSA implemented the BIAM solution that consist of the following components:

- 2.2.1 The BIAM system consist of an (1) Enterprise-Wide Biometric and Smartcard enabled Oracle Identity and Access Management (IAM) System using Multi-Factor Authentication (2) Non Repudiation Program (NRP) that in an irrefutable and irrevocable manner, link all critical, high impact, and high risk business transactions to SASSA officials delegated to perform such. (3) A Program that Captures and verifies beneficiary fingerprints as part of the enrolment process.

2.3 Usage of Oracle BIAM system

SASSA went out on tender for the Implementation of a BIAM solution with the following scope of work

- 2.3.1 Implement an Enterprise-Wide Biometric and Smartcard enabled Identity and Access Control Management System using Multi-Factor Authentication. The IAM solution must come with automated workflows that will allow the provisioning and de-provisioning of users to be integrated with Oracle System
- 2.3.2 Implementing organizational capability in eliminating fraudulent activities in the Business Systems of the Agency by building a capability to, in an irrefutable and irrevocable manner, link all critical, high impact, and high risk business transactions to SASSA officials delegated to perform such.
- 2.3.3 Capture and verify beneficiary fingerprints as part of the enrolment process
- 2.3.4 The above three points made up what SASSA calls the Biometric and IAM (BIAM) system.

2.4 Solution Implemented

The Oracle BIAM system was implemented and it integrates with the following system via connectors ie Oracle EBusiness Suite, AD and MS Exchange. The following custom programs forms part of the BIAM system.

2.4.1 Employee Provisioning:

When a new employee is added to the ERP HR system they should be automatically created in ERP, AD and MS Exchange. This capability forms part of OIM and must still be deployed.

2.4.2 Third Party Provisioning:

Third Party consultants follows a different route, because they are not added to our ERP HR tables. A custom program was created to capture the Consultant and that feeds the IAM system to create them on ERP, AD and MS Exchange.

2.4.3 Password Sync between Domain servers and IAM

A Password sync program runs on the Domain controllers to capture passwords when changed and updates IAM

2.4.4 System Dashboard Application

A custom web application that allows workflow driven access request for applications linked into the System Dashboard (ERP, LiveLink, Socpen, BI). This functionality is not live yet.

2.4.5 Non-Repudiation Program (NRP)

Business (currently ERP and Socpen) identified high risk transactions on Socpen system that must be digitally signed using the NRP system. When the transaction happens in the source system (Socpen) they must log into the NRP system and approve the transaction by using their fingerprint and Smartcard.

NRP uses public key infrastructure (PKI) to digitally sign identified high risk transactions and then to save it to a secure database.

NRP is a web application that does the following:

- responsible for reading transaction detail (based on the challenge code entered),
- presenting the transaction to the user for approval/rejection,
- integrating with the SmartCard and fingerprint reader,
- generating and signing the hash

2.4.6 VeriFinger (NeuroTech) Client Licenses

VeriFinger is used as the fingerprint identification technology. We using Internet activation option for managing the licenses.

2.4.7 Socket Server Software

Custom client application that allows NRP to interact with Fingerprint/SmartCard Reader.

The socket server is started when the user starts the NRP app. The NRP app communicates with the socket server that will in turn check for the license type and socket server version and sends it an API that writes it to a table in a db. The communication between the Client Web App and Socket server is encrypted

2.4.8 Staff Enrolment Application

This application is used to verify SASSA employees against DHA and enrolls their fingerprints. This system also manages the employee's access to NRP.

2.4.9 Beneficiary Enrolment App

This application is used to verify Beneficiaries fingerprints against DHA and enrolls their fingerprints.

2.4.10 Management of Security Certificates used in Non Repudiation Program

The biometric non-repudiation solution makes use of server-side and client-side certificates.

Server-side certificates are issued by the SASSA Certificate Authority, running on Microsoft AD Certificate Services.

Client-side certificates are issued by the non-repudiation solution vendor.

The successful bidder will be expected to proactively manage these certificates to ensure that SASSA does not experience service interruptions due to expired certificates.

2.4.11 SmartCard configuration

Install required software on the new SmartCards.

The smartcards stores biometric data (fingerprint template) and generates cryptographic key pair on-board. The smartcard has a PKCS11 store containing the private key and is locked by the user's fingerprint. The transaction hash is sent to the smartcard where the private key signs the hash (after a successful fingerprint match-on-card has been performed).

2.5 Amongst others, the following products/extensions still need to be installed:

- 2.5.1 Add new applications to the workflow access control system ie System Dashboard
- 2.5.2 Complete the OIM configuration and roll out.
- 2.5.3 Fingerprint Search solution for beneficiary verification and identification purposes. **(The following services will only be required once SASSA has procured the Software products for implementation)**
- 2.5.4 Implement Facial Recognition solution + required software and hardware (Please specifications in Annexure E)

2.6 Support and Maintenance

The Implementation of the Biometric Identity and Access Management (BIAM) system has now come to an end. SASSA now seeks to issue a request for a bid for implementation, support and maintenance as per the above services for a period of three years.

SECTION B – SCOPE AND EXTENT OF THE SERVICES

3. SCOPE OF THE TERMS OF REFERENCE

3.1 Required Services

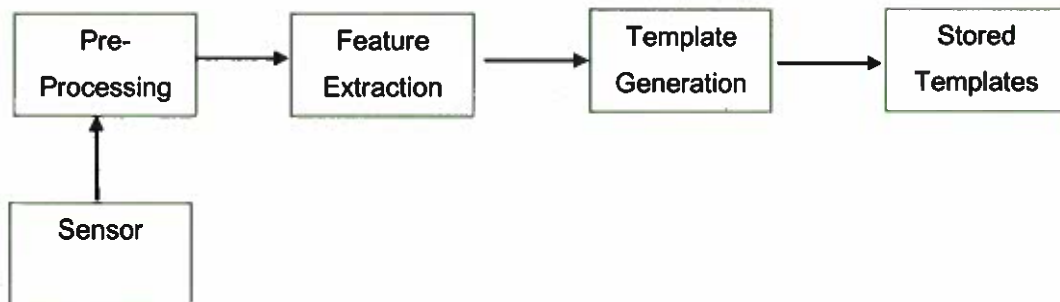
The successful bidder will be expected to execute and conduct the following services / tasks for the Agency for a period of three years:

3.1.1 Provide full scale on-site support and maintenance services to the Agency by supporting all Oracle IAM and all related custom applications (NRP, Staff Enrol, Ben Enrol, System Dashboard etc.), and any future new developments, incl complete the OIM configuration and roll out, as well as the users and business users whose work is related to the system or integrates with the system, with effective and efficient direct support and maintenance services which will accrue to the benefit of SASSA Head Office as well as the SASSA Regions, District and Local Offices.

3.1.2 Implementation

3.1.2.1 Implementation Facial recognition solution

Current Biometric System Architecture:



- The current Custom User Interface (UI) interactively guides the user when to place what finger on the sensor, this forms part of the Presentation Layer. The logic Layer contains the logic to clean-up the image received from the sensor (remove background noise), to extracting the features to be used in generating the Template. The Data Layer is the persistent storage of the Templates.
- SASSA is currently using NeuroTechnology software for the fingerprint solution. There is a User Interface (UI) that guides the enroller to which finger to place on the scanner to capture the fingerprint image. NeuroTechnology is then used to do the pre-processing, extraction and templated creation. The UI was created in Angular programming language.

- SASSA uses a cryptographic smartcards that stores biometric data (fingerprint template) and generates cryptographic key pair on-board. The smartcard has a PKCS11 store containing the private key and is locked by the user's fingerprint. The transaction hash is sent to the smartcard where the private key signs the hash (after a successful fingerprint match-on-card has been performed).
- The Facial recognition solution will also use NeuroTechnology software to capture, pre-process, extract and create the Facial templates.

Non repudiation Program (NRP) Usage

- NRP is used to irrefutably link a transaction to a user. Staff members are enrolled on the NRP solution. This entails capturing biographical information, AD user details and a template of one of the staff members fingerprints. The template is stored on the SmartCard that is issued to staff members after the enrolment process. We using NeuroTechnology software to load the template and to do Match-On-Card (MOC) verification.
- The Facial recognition solution will be used as an alternative to the Fingerprint biometrics to authenticate employees using the NRP solution, but its use will also be extended for Beneficiaries in the future. Bi-modal SmartCards will be used to save both Facial and Fingerprint templates. NeuroTechnology MOC software will be used to match on card the captured Biometric modality with what is on the SmartCard. The current Fingerprint UI can be extended to allow the enroller to select either Facial or Fingerprint enrolment.

- 3.1.2.2 Implement a solution that will allow SASSA to efficiently search through our Beneficiary fingerprint repository and return results within seconds. We have approximately 220 million stored fingerprints.

SASSA is procuring NeuroTechnology hardware and software to implement the Searching capability. Please see Annexure E for detailed specification.

This solution will allow SASSA to reduce fraud by preventing a person from applying for a grant if their biometrics is already stored in our fingerprint repository.

- 3.1.3 The successful Bidder will be required to provide a comprehensive service (in terms of User Support - typical Help Desk services, Functional services, Technical services, System Administrator (user access management), Audit Management services, Programme and Project Management services, Training Services and DBA

services) to SASSA for all Business Support and Maintenance services for a period of three years.

3.2 Oracle BIAM Usage

- 3.2.1 The Oracle BIAM solution consists of Oracle IAM and number of custom developed programs that enable the Staff Enrolment, Beneficiary Enrolment, Non Repudiation Program (NRP), System Dashboard (Access Request system), Enrolment of Third Parties (not in ERP HR), Verifinger (Neurotech) license, Socket server software, Password Sync program
- 3.2.2 Integration with connectors to AD, MS Exchange, Oracle EBusiness Suite
- 3.2.3 Integration with Socpen (mainframe) for User provisioning (workflow driven access request) using IBM's MQ software.
- 3.2.4 Integration with IJS for PIP and PIVA services using BizTalk
- 3.2.5 Integration with PostBank
- 3.2.6 Integration with EBusiness Suite, Socpen, LiveLink and MS BI
- 3.2.7 Proactively Manage Client and Server Side Security Certificates to ensure that SASSA does not experience service interruptions due to expired certificates.

3.3 Implementation Services and Support & Maintenance for the following (The following services will only be required once SASSA has procured the Software products for implementation):

- 3.3.1 Implement a solution that will allow SASSA to efficiently search through our Beneficiary fingerprint repository and return results within seconds. We have approx 220 million stored fingerprints. (Please see 3.1.2.2)
- 3.3.2 Implement Facial recognition software to assist where staff or beneficiaries do not have fingers or bad quality fingerprints. The current smartcard technology must be used to save both facial and fingerprint biometric data. The facial recognition software solution to be implemented must work in a similar fashion as the fingerprint solution ie it must be able to communicate with the smartcard and webcam and have a UI. (Please see 3.1.2.1)
- 3.3.3 Complete the configuration and roll out of Oracle Identity Management (OIM)

3.4 Support and maintenance services for these three years will also amongst others matters include:

- 3.4.1 Support and maintenance of the Oracle IAM and number of custom developed programs that enable the Staff Enrolment, Beneficiary Enrolment, Non Repudiation, System Dashboard (Access Request system), Enrolment of Third Parties (not in ERP HR), Verifinger (Neurotech) license, Socket server software, Password Sync program, Card Apps, Management of Client & Server security certificates
- 3.4.2 Support and Maintenance after the sub-projects (see 1.3) have been implemented.
- 3.4.3 Upgrades,
- 3.4.4 Maintenance activities eg patching, cloning, Performance Tuning, Backup & Recovery and DR testing
- 3.4.5 24 hour monitoring of Service Requests with Oracle,
- 3.4.6 Assistance with the provisioning of reports and answering of questions to the Auditors,
- 3.4.7 On-going training and skills transfer (either individually or classroom based); etc,
- 3.4.8 Maintaining and storing Custom application source code in a central repository

4. PROVISION OF SPECIFIED FUNCTIONS**4.1. Services Base**

The following services form the scope of this terms of reference and will be delivered by the Bidder through the SASSA Business Solution Centre:

- 4.1.1 Service, Programme, Project and Audit Management services
- 4.1.2 Support and maintenance of all Oracle IAM, Staff and Beneficiary Biometric enrolment, NRP and all custom developed Applications that make up the BIAM system.
- 4.1.3 Maintain/Improve current Integrations and Integration with new External Data Resources as they become available.
- 4.1.4 System Enhancements and System upgrades;
- 4.1.5 Integrate new SASSA applications with the System Dashboard ie workflow driven Access Management,

- 4.1.6 Performance tuning
- 4.1.7 Disaster Recovery- and business continuity planning and testing;
- 4.1.8 Continuous update of core training material (incorporating business processes; system processes etc. into one training delivery platform) coordination, (scheduling, enrolments and assessments) support and maintenance thereof on Oracle Learning Management and
- 4.1.9 Ensuring SASSA sustainability in terms of comprehensive training updates, knowledge and skills transfer, implementation and roll-out of existing, new enhancements and upgrades when required.
- 4.1.10 The biometric non-repudiation solution makes use of server-side and client-side certificates. Server-side certificates are issued by the SASSA Certificate Authority, running on Microsoft AD Certificate Services. Client-side certificates are issued by the non-repudiation solution vendor. The successful bidder will be expected to proactively manage these certificates to ensure that SASSA does not experience service interruptions due to expired certificates.

4.2. Specified Skills required

The successful bidder will be expected to provide support and to maintain the following functions as part of the comprehensive inclusive service

General: Deep understanding of the below technologies:

- 4.2.1 Security, Identity and Access management
- 4.2.2 Fraud Prevention and Detection
- 4.2.3 Large Scale Biometrics Standards and Architecture
- 4.2.4 Enterprise Integration Architecture
- 4.2.5 Analytics and Data Science
- 4.2.6 NRP, Staff Enrolment, Beneficiary Enrolment, Card Swap Apps and the System Dashboard UX layer were developed using the following technologies:
- 4.2.7 Authentication: Oracle Access Manager
- 4.2.8 Frontend: Angular (also requires typescript and javascript skills)
- 4.2.9 API Layer: Java Enterprise Edition, including JPA persistence.
- 4.2.10 Database: Oracle 12c

4.3. Admin skills will be required on these servers/platforms:

- 4.3.1 NGINX (Webserver)
- 4.3.2 Weblogic (JEE Server)
- 4.3.3 KrakenD – API Gateway
- 4.3.4 Oracle Linux OS

4.4. Configuration and administration skills required for our Software Load balancer.

- 4.4.1 "HAproxy" load balancer

4.5. NRP also makes use of the SASSA Microsoft AD based Certificate Authority.

- 4.5.1 Admin and integration skills with this platform will be required.

4.6. NRP also makes use of JavaCard technology for biometric matching and encryption.

- 4.6.1 JavaCard development and NeuroTechnology SDK integration skills will be required.

4.7. Oracle Identity and Access Management Support & Maintenance will require the following skills:

- 4.7.1 Oracle Unified Directory Configuration and System Administration skills
- 4.7.2 Oracle Access Manager Configuration and System Administration skills
- 4.7.3 Oracle Identity Manager Configuration and System Administration skills
- 4.7.4 Oracle Identity Manager Connector Development (JEE), Configuration and Administration skills
- 4.7.5 Oracle Identity Manager - Active Directory synchronisation skills.
- 4.7.6 Oracle Adaptive Access Manager Configuration and System
- 4.7.7 Administration skills
- 4.7.8 Oracle BPEL process manager development and administration skills.

4.8. SOCPEN Integration Requires:

- 4.8.1 IBM MQ integration (JEE based) skills
- 4.8.2 IBM MQ Queue Manager configuration and administration skills
- 4.8.3 Oracle Identity Manager Web Service Connector development skills

4.9. IJS Integration will require:

- 4.9.1 MS BizTalk skills

4.10. Oracle BIAM Support functions

- 4.10.1. Service Management
- 4.10.2. Audit Management
- 4.10.3. Programme and Project Management
- 4.10.4. User Support (Typical Helpdesk function)
- 4.10.5. User access management
- 4.10.6. Training Management (OLM & UPK)
- 4.10.7. Technical Services
- 4.10.8. Application Database Administration
- 4.10.9. System Administration (incl Weblogic, Nginx, HAProxy, Krakend, MQ, BizTalk)

4.11. Database Support Functions – Oracle

- 4.11.1 Database Administration
- 4.11.2 Support and Maintenance Management
- 4.11.3 Patch Management
- 4.11.4 Backup and Recovery
- 4.11.5 DR Testing
- 4.11.6 Performance tuning

5. LOGISTICS AND TIMING**5.1. Support and Maintenance services Location**

- 5.1.1 50% of the support and maintenance services will be performed on-site from the SASSA Head Office premises in Pretoria and 50% can be performed remotely. Sufficient space, desks and equipment is made available for the Bidder in this regard. Regional support will be provided telephonically, via conferences etc. from the Pretoria location.

5.2. Commencement date

- 5.2.1. Commencement date is immediately after receipt of Purchase Order
- 5.2.2. The Service Level Agreement might be concluded afterwards, but within 30 days after the award. All resources included in the bid documents must be available with effect from Commencement date.

5.3. Duration

5.3.1. The support and maintenance contract will be valid for a period of 3 years and will automatically end without any parties giving notice.

5.3.2. The Bidder will be notified in time if any further extension might be required.

SECTION C – Expected Roles & Responsibilities

6. SUPPORT

6.1. On Site Support

6.1.1. SASSA insists on having on-site support services to be provided at the SASSA Head Office in Pretoria and which services will form part of; and slot into the BIAM Business Solution Centre of SASSA. Regional support will be provided from this premise telephonically, through conferences etc. Occasionally, travel might be required to the Regions which cost will be borne by SASSA.

7. EXPECTED ROLES AND RESPONSIBILITIES

7.1. Service Management

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

The Service Manager

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

- 7.1.1. Providing the framework, guidelines and development, of documentation for establishment of service levels between the BSC and other SASSA LOB's (HO and Regions).
- 7.1.2. Definition and implementation of policies and procedures for the Business Support Centre
- 7.1.3. Definition of; enhancement of; and provision of SASSA BIAM system support configuration management standards and procedures.
- 7.1.4. Definition, implementation of system support and version control policies and procedures.
- 7.1.5. Planning and management of system enhancements, (inclusive of monitoring of resource percentage of time allocation on enhancements), system changes, system patches, upgrades, testing cycles.

7.1.6. Establishment of release management policies and procedures.

7.1.7. Resource management and planning:

7.1.7.1. Resource requirements will be driven around system support and system enhancement requests including minor and major system changes. The identification of Business and system process changes and the planning of training and knowledge transfer to key SASSA staff to implement developed and approved changes.

7.1.7.2. Resource management can be summarised in the following categories:

- a. Identifying scope of work*
- b. Mapping of scope of work to existing resources*
- c. Identifying specific/additional resource needs*
- d. Completion of resource schedules and resource plan, inclusive of staffing practices, leave; replacements etc.*
- e. Regular monitoring of resource compliment and scope of work.*

7.1.8. Definition of the knowledge and skills transfer strategy and plan; implementation thereof and regular monitoring of planned progress against planned activities.

7.1.9. Change Control policies and procedures

7.1.9.1. Maintenance and enhancement of system change control procedures and policies

7.1.9.2. Maintenance and enhancement of BSC change control management forum where necessary

7.1.9.3. Management and planning of approved change requests including: requirements definition, system testing, acceptance and implementation

7.1.9.4. Identifying of resource required to complete approved change requests.

7.1.10. Finalising of monthly invoicing, inclusive of:

7.1.10.1. Identification and tracking of deliverables where applicable; and

7.1.10.2. *Comprehensive monthly progress and status reports on all application; technical and call management environments.*

7.1.11. Provision a management tool to monitor service requests and consolidate knowledge gained, should the current SASSA systems be unsupportive / not meeting the specific requirements of meeting the BIAM requirements.

Project Management Office – PMO (Administration Function)

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

7.1.12. Project Management

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

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

7.1.13. Reporting, Issue and Risk Management

This includes functions such as:

- a. *Business report for SASSA*
- b. *BSC reports (weekly, monthly, quarterly etc.)*
- c. *Issue and Risk Management (development and safekeeping of Risk and Issue logs, Risk memo's, etc.)*

7.1.14. Configuration and other management process

This includes functions such as:

- a. Version control
- b. Release management

- c. Change control
- d. Quality control
- e. Problem and issue management
- f. Specific template development (examples)

7.1.15. BSC Library

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

- a. Structures and Naming conventions
- b. Standardization and Templates
- c. Procedures and access
- d. Indexing
- e. Intranet usage
- f. Training and test scripts - regular updates

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

7.2. **Audit and Help-desk Management**

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

- 7.2.1.1. Ensuring that all monthly audit requirements are attended to;
- 7.2.1.2. Ensuring all monthly audit requirements are documented and signed-off;
- 7.2.1.3. Reviewing all previous audit findings and ensuring that the improvements are implemented and enhanced as required;
- 7.2.1.4. Managing the full BSC audit by the AGSA from initiation to completion, inclusive of all documentation, meeting minutes etc.

7.2.2. The help-desk manager will be responsible for amongst others the following tasks:

-
- 7.2.2.1. Defines BIAM system support call management and resolution policies and procedures and oversee the integration with national SASSA help-desk call logging software solution.
 - 7.2.2.2. The help-desk defines support tasks, allocates tasks to support staff and monitors BIAM help-desk resources workload and support progress.
 - 7.2.2.3. The help-desk manager defines metrics to measure support effectiveness and to assist in measuring resource performance management.
 - 7.2.2.4. The help-desk manager is responsible to maintain a consolidated view of service requests across SASSA's Head Office and Regions.
 - 7.2.2.5. The help-desk manager monitors the status of service/support calls and oversees the process of service request allocation to SASSA coordinators and system controllers.
 - 7.2.2.6. The help-desk manager ensures that support protocol is followed for, service requests, system change requests, configuration baseline requests and releases of approved system changes.
 - 7.2.2.7. The help-desk manager ensures that all reports required by SASSA (for monitoring, presentations, reporting etc.) are supplied timeously and correctly.
 - 7.2.2.8. The on-going management and reporting of service request will be monitored in weekly and monthly summary that will be conducted by the services and help-desk managers.
 - 7.2.2.9. The Agenda for the WEEKLY meetings will cover most of the monthly meeting items in greater detail, as well as the following possible additional items:
 - 7.2.2.10. Help-desk reports
 - 7.2.2.11. Outstanding deliverables
 - 7.2.2.12. Ratio of open to closed calls
 - 7.2.2.13. Categories of calls
 - 7.2.2.14. Severity of calls
 - 7.2.2.15. Action items
-

7.2.3. The Agenda for the MONTHLY meetings will generally consist of the following items:

- 7.2.3.1. *Summary of support calls for the broken down per area and category of call*
- 7.2.3.2. *Process and technical optimization*
- 7.2.3.3. *Pressing matters*
- 7.2.3.4. *Action item reviews*
- 7.2.3.5. *Future activities*
- 7.2.3.6. *Prioritizing*
- 7.2.3.7. *Accomplishments*
- 7.2.3.8. *Skills and knowledge transfer progress*
- 7.2.3.9. *Review service levels to date*
- 7.2.3.10. *Progress against plan – budget (financial control)*

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

7.3. Training Management

7.3.1. The training coordinator will be responsible for, amongst others, the following tasks:

- 7.3.1.1. Create training schedule and publish to Regional Coordinators
- 7.3.1.2. Create catalogue and course content structures on OLM for training and assessments
- 7.3.1.3. Coordinate user access to functions after training has been completed
- 7.3.1.4. Training reports (monthly, quarterly and yearly)
- 7.3.1.5. Identification of training gaps or interventions
- 7.3.1.6. Coordinate training room bookings
- 7.3.1.7. Develop, review and update training materials with UPK
- 7.3.1.8. Provide classroom and online training when required

7.3.1.9. Any other training activities as may be defined from time-to-time

7.4. BIAM Helpdesk Resources

7.4.1. SASSA BIAM system users will report any system queries and/or system problems to the SASSA helpdesk (1st line support) whereby the helpdesk operator will allocate the call to a BIAM Business Support Centre resource.

7.4.2. These calls may also include calls that have been escalated for resolution by SASSA. Each request is termed a Service Request (SR) (not to be confused with the Oracle Service Requests) and will be issued with a service request identifier number.

Logging a service request enables the help-desk to track, categorise and report on the progress of all SR's logged by the SASSA BIAM user community.

7.5. Technical Specialists

7.5.1. The Technical roles consist of the following:

7.5.1.1. System Administrator

7.5.1.2. Oracle DBA

7.5.1.3. Application Server Admin

7.5.1.3.1. Weblogic

7.5.1.3.2. NGINX

7.5.1.3.3. IBM MQ

7.5.1.3.4. BizTalk

7.5.1.3.5. KrakenD

7.5.1.4. Oracle IAM support consultant

7.5.1.5. System Analyst

7.5.1.6. Java Developer

7.5.1.7. Angular Developer

7.5.1.8. Smart Card developer

7.5.2. These roles will be responsible for the administration/ configuration/ maintenance of the respective components:

- 7.5.2.1. Oracle Database (RAC)
- 7.5.2.2. Weblogic servers in a cluster
- 7.5.2.3. Nginx Web servers
- 7.5.2.4. Load Balancers (HAProxy)
- 7.5.2.5. KrakenD – API Gateway
- 7.5.2.6. Custom programs in the environment (NRP, Staff and Beneficiary Enrolment, UI for the fingerprint capture, Software that call the the on card API's, Socket Server software)
- 7.5.2.7. The technical resources must ensure that the components that they responsible for are patched according to the OEM's patch releases to ensure that all security vulnerabilities are mitigated, bugs are fixed and new functionality rolled out.
- 7.5.2.8. These resources are also responsible to monitor the logs of the respective components to identify any errors.
- 7.5.2.9. These resources must also manage the Pre-prod environments.
- 7.5.2.10. They must assist with DR testing.
- 7.5.2.11. The DBA's must monitor AWR by running reports from it to identify any performance issues.

8. LOCATION FOR PERFORMANCE OF SERVICES

8.1. On Site Services

- 8.1.1. SASSA requires that 50% Bidder of the bidder's resources must be on-site in Pretoria and should be competent and capable in the area that they will be supporting the Agency, as well as being fully conversant and fluent in English.
- 8.1.2. Bidder resources will adhere to all applicable SASSA policies such as the code of conduct, dress code etc.

8.2. Office Accommodation and Other Facilities

To enable the Bidder to provide the Services called for; SASSA will provide, at such time as the Parties shall agree, the following to the Bidder:

8.2.1. Office Accommodation and Related Equipment

8.2.1.1. Office accommodation sufficient to accommodate the Bidder's personnel.

8.2.1.2. The necessary furniture for use by the Bidder's personnel.

8.2.1.3. Where relevant, the necessary network infrastructure, appropriately configured for use by the Bidder's personnel.

8.2.1.4. The successful service provider must provide their resources with laptops that comply with SASSA's security policy.

SASSA can provide the following when the laptops are added to SASSA's domain:

- Anti-virus software and updates on the laptops if required.
- Windows Operating system patching of the laptops if required.
- SASSA will implemented full disk encryption on all laptops used on the SASSA domain

8.2.1.5. Where relevant, access to the necessary server(s), appropriately configured with the required operating system, database and relevant software modules.

8.2.1.6. Telephone and e-mail facilities, provided that these facilities shall be used solely for purposes of the Project.

8.2.1.7. Such other facilities as the Parties may agree from time to time.

8.2.2. Safety

8.2.2.1. Practices as observed by the Basic Conditions of Employment Act will be observed.

8.2.2.2. The Bidder shall ensure that its personnel comply, at all times, with all SASSA safety regulations, such as signing "in and out" every day where applicable.

9. HOURS WORKED AND WORK OUTSIDE NORMAL HOURS

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

9.1. Normal Working Hours

- 9.1.1. Maintenance and support should be available from 08:00 to 17:00 Monday to Friday, with a facility for 24x7 support and maintenance outside these hours, as well as over weekends at no additional cost to SASSA.
- 9.1.2. It should be noted that the DBA usually performs quite a number of their services and functions during the evening.
- 9.1.3. These timeframes are applicable to all resources.
- 9.1.4. In the event of a problem which SASSA classifies as critical (e.g. system not functioning), the response time must not exceed 2 hours.

10. RESOURCE REQUIREMENTS: EXPECTED RESOURCES

10.1. Resource Levels

Different levels of consultants can be identified namely:

- 10.1.1. **Senior Consultant** – where the senior consultant is proficient in a specific component that makes up the BIAM solution (Oracle DBA, Application Server Administrator, Oracle IAM support consultant, System Analyst, Java Developer, Angular Developer, Smart Card developer)
 - 10.1.1.1. At least 5 years' experience as Senior Consultant

10.2. SASSA specific Resource Numbers and Levels

SASSA requires at a minimum the following full-time on site resources on Senior Consultant level:

- 10.2.1. An experienced Services Manager as specified.
- 10.2.2. A Senior Project Manager to head the Project Management Office,
- 10.2.3. An Audit Manager/Help Desk Manager. One person can also perform the services of the Audit and Help Desk Manager as long as both duties are completed in full.
- 10.2.4. System Administrator

10.2.5. Oracle DBA**10.2.6. Application Server Admin (at least one resource)**

10.2.6.1. Weblogic

10.2.6.2. NGINX

10.2.6.3. IBM MQ

10.2.6.4. BizTalk

10.2.6.5. KrakenD – API Gateway

10.2.7. Oracle IAM support consultant**10.2.8. System Analyst****10.2.9. Java Developer**

10.2.10. Angular Developer

10.2.11. Smart Card developer

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

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

11. CONTRACT AND SERVICE STANDARDS**11.1. Contract**

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

11.2. Service Level Agreement

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

11.3. Measurement of Services and penalties

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

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

11.4. Reporting and Communication

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

11.5. Payment of Resources and other Bidder costs

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

11.5.1.1. The Bidder should at all relevant times of bidding, invoicing and payment of services from SASSA to the Bidder be registered and verified on Central Supplier Database. SASSA will impose their right not to pay a Bidder without the relevant required legislative documents and a lack of these at any time; may also be seen as a breach of contract by the Bidder.

11.5.1.2. The Bidder must be in a position to and should issue a monthly statement when submitting invoices to SASSA.

11.5.1.3. The Bidder will be paid within 30 days of an invoice being received by SASSA.

11.5.1.4. SASSA reserves the right to deduct and pay Bidder resources and especially third party service providers contracted by the Bidder (if the latter is unable to do so) from the monthly service fee. Bi-lateral meetings will be conducted before doing so, and this will be outlined in more detail in the Contract.

11.6. Vetting of all Bidder Resources

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

11.7. Reference Checks

SASSA reserves the right to contact the references provided by the Bidder.

SECTION D – BID REQUIREMENTS

12. SPECIFIC CONTENTS OF THE PROPOSAL

The proposal must be submitted both in hard and electronic copies

- Bidders are requested to submit a hard copy of proposal and a memory stick. Information in the memory stick must be a duplicate of the hard copy proposal. All electronic data submitted must be an exact copy of the hard copy documents

The proposal must include as a minimum the following details:

12.1. Previous Experience

- Bidder must provide Implementation Approach used during their previous work experience (per category) for each of the following:

1. Oracle IAM Implementation,
2. Biometric Enrolment (Fingerprint),

Please make reference to the following

- UI to capture fingerprint
- QA of captured fingerprint image
- Fingerprint scanners and secure communication between Web application (UI) and Fingerprint scanner
- How to handle problematic fingerprints
- Tool/software required to search through huge volume of fingerprints for a match or to de-duplicate repository
- Adding additional Biometric option (Facial) to the current Fingerprint solution.

3. Non-Repudiation Solution using Biometrics

Please make reference to how you would/have used the following components to make up your NRP solution:

- PKI
- Cryptographic SmartCards
- Fingerprint Biometrics
- MS ADCS

12.2. Resources knowledge and experience

- Annexure B must be fully completed:
 - Resources Technical Skills and experience (Please use Annexure B to complete for template) Please reference 10.1 with the Resource Level we require per role
 - The core team and their skills, including their Curricula Vitae should be provided. All resources should be available from Commencement date. A resource's CV used in the bid may be replaced with another resource's that has equal or better knowledge/qualifications and experience.

12.3. Cost Breakdown (Please use Annexure C to complete)

- A cost breakdown of the entire support and maintenance service including VAT detailing:
 - Total cost of the all-inclusive BIAM support and maintenance costs:
 - Annually over the 3 year period and
 - on a monthly basis for the duration of the contract.
- Total implementation and support & maintenance cost per sub project:
 - Facial Recognition implementation
 - A solution that will allow for SASSA to search through the fingerprint repository for a match within a couple of seconds

NOTE: Bid Evaluation can only be done on the basis of information provided as requested. The comprehensiveness of the bid can therefore be decisive in the awarding of the contract.

SECTION E – EVALUATION INFORMATION

13. EVALUATION OF THE BID

13.1. Bid Evaluation Principles

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

i. First Stage;

- a) Phase 1 : Special Condition
- b) Phase 2; Administrative Compliance;
- c) Phase 3; Functionality Criteria;

ii. Second Stage – Price and Preference Points.

13.1.2. Responses to the functional requirements must be attached as directed, using the response template provided.

Phase One – Special condition
<p style="text-align: center;">Oracle Certification **</p> <p>Provide SASSA with your valid Oracle Partner Certificate or letter from OEM confirming the Oracle Partnership certification.</p> <p>** Please note that SASSA reserves the right to confirm your standing with Oracle</p> <p>NOTE: Failure to comply with Special Condition will invalidate your bid.</p>
Phase Two - Administrative Compliance
<p>Bidders should submit the following:</p> <ul style="list-style-type: none"> • Tax Status Verification Pin • Central Supplier Database (CSD) report • B-BBEE Certificate issued by SANAS / Sworn Affidavit to claim points in line with the below Special Goals • SBD Forms • Company profile <p>NOTE: Failure to submit the above may invalidate your bid.</p>

Phase Three: Functionality Criteria

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

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

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

Phase 3: Functionality Criteria

EVALUATION CRITERIA	
Phase Two – Functionality Criteria	Weights
<p>Required Experience :</p> <ul style="list-style-type: none"> • Please supply Implementation Approach Used in your implementation for the following: <ul style="list-style-type: none"> ○ Oracle IAM Implementation Methodology ○ Biometric Enrolment Projects ○ Implemented Non repudiation Solution using Biometrics 	<p>25</p> <p>25</p> <p>25</p>
<p>Resources</p> <ul style="list-style-type: none"> • Comprehensive CV(s) highlighting relevant experience and skills as per above paragraph 5 of Resource Requirements: Expected Resources <p>Less than 5 years = 1</p> <p>5 – 7 years = 2</p> <p>Above 7 – 9 years= 3</p> <p>Above 9 - 10 = 4</p> <p>Above 10 years = 5</p>	<p>25</p>
TOTAL	100

SECOND STAGE: PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)

Points awarded for price and specific goals

Price and Preference point system	100
Price	90
Specific Goals	10

Price

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Preference Point (Specific Goals)

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

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

A sworn Affidavit must be submitted over and above the B-BBEE Certificate or CSD MAAA Number to claim for the below contributor level points:

- B-BBEE Status Level 1-2 contributor with at least 51% youth or disabled ownership
- B-BBEE Status Level 3-8 contributor with at least 51% youth or disabled ownership

1.3.2. Failure to submit shall be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

Note: A tenderer must submit proof of its B-BBEE status or supporting documents for the above listed specific goals

14. QUESTIONS AND ANSWERS TO THIS BID

All enquiries, questions and requests for clarification that may arise in relation to this Bid is to be done in writing and addressed to the below email address listed in the Invitation to Bid.

biamsrd2021@sassa.gov.za

It is important to note that for all with questions to be clearly and precise.

The emails also include:

- Bid Ref# in the subject line of your e-mail as per the advert
- Company's name,
- The company representative
- Contactable number (telephone number and/or Cell phone number)
- Submitting of questions on the date of closure will not result in the extension of the Bid closing date and time

Bidder to send question/s within 5 days of the advert and SASSA will respond with 7 days of the bid advert.

Question and Answers will therefore be uploaded on SASSA website

<https://www.sassa.gov.za/>

15. BID CONDITIONS

- 15.1. Bidders who score less than 70 out of 100 points under the Functional Evaluation will be disqualified and will not be considered further.
- 15.2. SASSA reserve the right to negotiate price with the preferred bidder. Price negotiation will follow the guidelines as stipulated under the Heading "10. Negotiations with Bidders" of the Supply Chain Management Preferential Procurement Policy, signed on the 15 January 2023.
- 15.3. Bidders should ensure that resources provided in this bid and after award are fluent in English both verbally and written.
- 15.4. It's the bidder's responsibility to submit valid evidence such as B-BBEE verification certificate issued by South African National Accreditation System (SANAS) and/or a sworn affidavit signed by Commissioner of oaths, shareholder or owners of company) and/or CSD MAAA Number reflecting the percentage of the company ownership including B-BBEE status level of contribution to enable claiming of point for Special Goals. A sworn affidavit must be submitted over and above the B-BBEE certificate or CSD MAAA Number to claim for the below contributor level:
 - B-BBEE Status Level 1-2 contributor with at least 51% youth or disabled ownership
 - B-BBEE Status Level 3-8 contributor with at least 51% youth or disabled ownership
- 15.5. SASSA reserves the right to perform due diligence related to any information provided by the bidder and any misrepresentation of the information may lead to disqualification of your proposal or termination of the contract.
 - 15.5.1. Failure to submit evidence to claim special goals shall be interpreted to mean that no points are claimed.
- 15.6. Bids must be submitted in line with any attached annexures, detailed specifications.

- 15.7. The Agency reserves the right to award the bid: - or not to award the bid at all.
- 15.8. The Agency will contract and also conclude Service Level Agreement(s) with the successful bidder.
- 15.9. The General Conditions as stipulated by the National Treasury will be applicable.
- 15.10. Bid rigging (or collusive bidding) is prohibited and this occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.