

NOTIFICATION OF TENDER ADVERT /Erratum

Bid Number:SASSA: 70-20-ICT-HO

Bid Description:The South African Social Security Agency hereby invites proposals from potential service providers for the Oracle ERP support and maintenance service for SASSA Head Office.

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: 05 February 2021

Closing Date / Time: 26 February 2021

Enquiries:

Contact Person:Mr Ramasekiwa Tshokwe

Email:RamasekiwaT@sassa.gov.za

Telephone number:012-400-2413

FAX Number:

Where bid documents can be obtained:

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

Physical Address:

Where bids should be delivered:

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

Briefing Session

A compulsory / Optional briefing session will be held on:

Date:12 February 2021

Time:11:00 am

Venue:non-compulsory virtual information via teams.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA:70-20-ICT-HO	CLOSING DATE:	26 FEBRUARY 2021	CLOSING TIME:	11:00AM
DESCRIPTION	The South African Social Security Agency hereby invites proposals from potential service providers for the Oracle ERP support and maintenance service for SASSA Head Office.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
All bid proposals should be deposited in the tender box before the closing date and time at 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	Mr Ramasekiwa Tshokwe		CONTACT PERSON	Mr Wabothle Tau	
TELEPHONE NUMBER	012-400-2413		TELEPHONE NUMBER	012-400-2109	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	RamasekiwaT@sassa.gov.za		E-MAIL ADDRESS	WabothleT@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.....
Closing Time	Closing date.....

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

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

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

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

***Delete if not applicable**

SBD 4

DECLARATION OF INTEREST

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

¹"State" means –

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

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(e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

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the evaluation and or adjudication of this bid?
 2.9.1 If so, furnish particulars.

.....

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

YES/NO

2.10.1 If so, furnish particulars.

.....

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

YES/NO

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

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4 DECLARATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

November 2011

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SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to ~~exceed/not exceed~~ R50 000 000 (all applicable taxes included) and therefore the90/10..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

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required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

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Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

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[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

..

2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

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SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

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SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

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6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 9

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10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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Stamp out social grants fraud and corruption
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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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

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 Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

SOUTH AFRICAN SOCIAL SECURITY AGENCY

ENTERPRISE RESOURCE PLANNING

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
CEO	Chief Executive Officer
CFO	Chief Financial Officer
DSD	Department of Social Development
EXCO	Executive Committee
FIN	Finance
HCM	Human Capital Management
HO	Head Office
ICT	Information Communication Technology
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

1.1 OBJECTIVES OF TERMS OF REFERENCE

The main objective of this Terms of Reference is to acquire an all-inclusive on site ERP Support & Maintenance Service (on the Oracle platform) for the South African Social Security Agency for a period of three years (May 2021 to April 2024).

SASSA requires a comprehensive service which should include any aspect related to support and maintenance not limited to application of patches, upgrades, re-implementations, implementations of various Oracle modules (existing and new) training, any overtime, 24 hour DBA services etc. that might be required.

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 SELECTION OF A SOLUTION.

The Agency has been utilising the Oracle EBS core modules of HCM, Payroll, SCM and Financials since April 2009. The Oracle Employee Self-Service module was deployed thereafter with Absence/Leave Management deployed in 2016 and then Expense Claims in 2018. It is of critical importance to the organisation to retain and sustain the “clean audit” it has been obtaining for the past years.

2.3 PHASED IMPLEMENTATION OF ERP.

The following Modules are in the process of being implemented;

- I-Recruitment and
- Performance Management
- I-Procurement (implemented only in SCM)
- I-Assets

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

- Single Sign-on

The following Oracle modules are being procured and will be implemented during the contract term;

- Oracle CX (Customer Experience)
- Oracle Sourcing
- Oracle Contract Management
- Oracle Mobile Approvals

2.4 SUPPORT AND MAINTENANCE

SASSA has always outsourced its support and maintenance services and the current contract for these services will terminate in the near future and SASSA now seeks to issue a request for a bid for implementation as per the above, support and maintenance services for a period of three years (thirty six months).

The support and maintenance services is all inclusive application and development support of all Oracle modules implemented at SASSA and future modules which may be procured. The agency will be considering Cloud based modules in the future. The Oracle EBS at SASSA interfaces with other external systems and the support and maintenance will include such.

SECTION B – SCOPE AND EXTENT OF THE SERVICES

1. SCOPE OF THE TERMS OF REFERENCE

1.1 REQUIRED SERVICES

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

Provide full scale on-site support and maintenance services to the Agency by supporting all Oracle applications, as well as the users and business users whose work is related to the system or integrates with the system, which will accrue to the benefit of SASSA Head Office as well as the SASSA Regions.

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.

Support and maintenance services for these three years will include amongst others matters such as:

- *Upgrades,*
- *24 hour monitoring of Service Requests with Oracle,*
- *Assistance with the provisioning of reports and responding to audit queries*
- *Development and Running of reports on GL Wand,*
- *Development and Running of Apex reports*
- *On-going training and skills transfer (either individually or classroom based); etc,*

Support and maintenance services will be required for the following areas on the Oracle e-Business Suite system:

- *Oracle Human Resource Management*
- *Oracle employee self-service*
- *Oracle Payroll*

- *Oracle Financials and Supply Chain Management*
- *Oracle I-Modules*
- *Training coordination on OLM and UPK*
- *Oracle System Administration and DBA*
- *User access management and workflow*
- *Oracle Technical support*

Support and maintenance services will also be required for the following future products:

- *Oracle applications (i.e., AME, Single sign-on etc.)*
- *Oracle Middleware (i.e. Web Logic, IDM, IAS etc.)*
- *Oracle and MS SQL databases*
- *Oracle Access Manager (OAM)*
- *Oracle Internet Directory (OID)*
- *Oracle CX*
- *Oracle Sourcing*
- *Oracle Contract Management*
- *Oracle Mobile Approvals*

2. PROVISION OF SPECIFIED FUNCTIONS

2.1 SPECIFIED FUNCTIONS REQUIRED

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

- *Oracle Application Support functions (24 hours basis)*
- *Service Management*
- *Audit Management*
- *Programme and Project Management*
- *User Support (Typical Helpdesk function)*

- *HRMS Management*
- *Payroll Management*
- *Financials and Supply Chain Management*
- *User access management*
- *Training Management (OLM & UPK)*
- *Technical Services*
- *Application Database Administration*
- *System Administration and Workflow Administration*
- *Solution Architects*
- *System Development and Reports Management*
- *Database Support Functions – Oracle and MS SQL (24 hours basis)*
- *Database Administration*
- *Support and Maintenance Management*
- *Patch Management*
- *Backup and Recovery*
- *DR Testing*
- *Performance tuning*
- *Oracle Web Logic Support Functions (24 hours basis)*
- *Installation and configuration*
- *Support and Maintenance*

2.2 COMPONENTS INCLUDED

This support and maintenance services include, amongst others, also the following components:

- *System Support and Maintenance (User Support - Help Desk functions, Functional and Technical);*

- *Constant enhancements of the procedures, processes and policies for the Business Solution Centre;*
- *Month and year-end closures;*
- *Training coordination*
- *User access and workflow administration*
- *System Reports development / creation and enhancements;*
- *System Enhancements and Upgrades;*
- *System Configuration Management*
- *System Change Control*
- *Change Management*
- *Version Control*
- *Release Management*
- *Quality Assurance i.e. testing, acceptance, standards and procedures*
- *Risk and Issue Management*
- *Call management and Support*
- *Resource and Time Management*
- *Stakeholder Management*
- *Programme, Project and Audit Management.*

2.3 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:

- *Service, Programme, Project and Audit Management services*
- *Support and maintenance (Functional and Technical) of all Oracle Applications; MS SQL*
- *Support and maintenance of any new modules/ functionality/ products (including I-Modules, Single Sign-on, AME etc.);*

- *System Enhancements and System upgrades;*
- *Report and custom concurrent programs development,*
- *Performance tuning*
- *Disaster Recovery- and business continuity planning and testing;*
- *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*
- *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.*

3. LOGISTICS AND TIMING

3.1 SUPPORT AND MAINTENANCE SERVICES LOCATION

The support and maintenance services will be performed on-site from the SASSA Head Office premises in Pretoria. 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.

3.2 COMMENCEMENT DATE

The services will commence on 01 May 2021 and is not negotiable. The Service Level Agreement must be concluded within 30 days after the award. All resources included in the bid documents must be available with effect from 01 May 2021.

3.3 DURATION

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

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

SECTION C – SUPPORT LEVELS: DETAILED REQUIRED SERVICES

1 SUPPORT LEVELS

1.1 ON SITE SUPPORT

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 ERP 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 will be borne by SASSA.

1.2 FIRST LINE SUPPORT

Support services will firstly include the attendance to all incidents reported through an (existing) call management system which will sit at first line support.

In this regard and in line with the requirement for the provision of on-site services, the bidder must ensure that it will provide support staff with appropriate skills, experience and fluency in English language to carry out the services defined. Despite this being a fully provided services contract; resources must be at the premises at a minimum between 08:00 in the morning till 17:00 in the afternoon.

The following activities relating to the Application are to be done as part of the on-going inclusive services for the 3 year period:

- *Problem Analysis;*
- *Allocation of severity and priorities*
- *Obtaining user acceptance where required*
- *Informing SASSA Oracle Application users of progress*
- *Following up with Oracle Support for problem resolution;*
- *Applying / Testing / Demonstrating corrective processes suggested by Oracle with assistance of Support Staff / DBA;*
- *Guiding users;*
- *Following BSC change management procedures;*

- *Assisting / guiding problem identification / resolution of problems not related to Application but affecting the service delivery to users of the Application;*
- *Performing user access function and workflow management*

Important to note that 80-90% of service requests must be resolved at first-line support – i.e. telephonically whilst users are still online, as well as e-mail.

1.3 SECOND LINE SUPPORT - FUNCTIONAL

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

- *Report Modifications and new Reports;*
- *Change of processes / New Processes mapping within the Oracle Modules implemented;*
- *Changes for improvements of existing processes;*
- *Oracle Application version upgrades and all Oracle enhancements;*
- *Assisting BSC in terms of Oracle database version upgrades;*
- *Maintaining the present interfaces with other systems (eg ;Bankserv, SafetyWeb, National Treasury, GEHS, QLink, BI system, Socpen(file transfers) etc*
- *Implementing the existing interfaces with new systems;*
- *Implement BSC change management procedures;*
- *Assisting and completion of reporting requirements, which includes development of new reports, enhancements of existing reports by being able to use both system scripts for development, as well as Apex, GL Wand and Reports Wand; etc.*
- *Secondly, when there are increased problems, increase in call volumes or urgent resolutions that need additional resources, the successful bidder will organise additional resources for that time without any additional cost;*
- *On occasion, communication with Oracle Support is needed round the clock or other critical situations; at least one resource should be present round the clock (24/7) until FULL resolution has been achieved.*

- *Responsible for all investigations, development of test scenarios and test scripts and development / updating of all test related documentation in terms of all implementations, re-implementations, enhancements and system upgrades. (Please note that all enhancements and upgrades are included in the support and maintenance services and will not be costed and paid for separately).*
- *Also responsible for investigation and communication to SASSA of future Oracle Functionality and Technical releases.*
- *Complete the update of system documentation.*
- *Maintenance of system management guides and procedures.*
- *Provision of ad-hoc training to SASSA Business on an ad-hoc basis when required*
- *Skills and knowledge transfer to SASSA resources.*

1.4 SECOND LINE SUPPORT - TECHNICAL

Technical Support services include all the services which are required to be performed by Technical resources as well as the Applications Database Administrator (DBA) and the System Administrator

SASSA's Oracle System interfaces, amongst others, to the following systems and or Third Party products:

- *Social Pensions system (SOCPEN) (file exchange)*
- *Business Intelligence System (BI)*
- *Assisted Computer Language (ACL tool)*
- *Bankserv*
- *National Treasury (Central Supplier Database (CSD), Safety web etc.)*
- *Q-link*
- *Government Pension Administration (GPAA)*
- *Government Employee Housing Scheme (GEHS)*
- *Oracle Identity and Access Management System (OIAM)*

Operational support from the DBA to SASSA consist of, at minimum, but would not be limited to the following:

- *Database Installation*
- *Database patches/fixes and upgrades*
- *Database performance monitoring*
- *Database copying and/or replication*
- *Oracle Database security*
- *Network security related to accessing databases*
- *Backup, Disaster and Error Recovery*
- *RDBMS tools*
- *Database Fault tolerance*
- *Database interfaces*
- *Troubleshooting RDBMS related errors*
- *Data Quality*
- *Configuring and managing OEM and management packs*

Training supplied by the DBA to SASSA resources should include at a minimum these aspects and must be comprehensive.

Please note that all enhancements and upgrades are included in the support and maintenance services and will not be paid for separately.

Over and above the aforementioned; the primary responsibilities of the DBA focuses on all aspects of Database Administration to define standards for maintenance and management of a Relational Database Management System (RDBMS) and providing support or information for other hardware/software infrastructure.

1.5 SPECIFIC REQUIREMENTS PERTAINING TO 1ST AND 2ND LINE FUNCTIONAL SUPPORT

The following three specific requirements (which are not all inclusive) must as a minimum be provided:

Faults

All software faults shall be corrected. Fault Resolution will include:

- *On-site diagnosis of problems*
- *On-site resolution of problems*
- *Escalation of unresolved faults and management thereof*
- *Software Support*
- *Answering questions concerning the operational use of the application software.*
- *Provide assistance required in the running of the software which includes and is not limited to:*
 - *Assistance with modification of queries.*
 - *Assistance with use of Standard Oracle queries.*
 - *Liaison between users, technical staff and Oracle Support, inclusive of logging of SRs (Service Requests) Assist technical staff to understand functional aspects.*
 - *Ad hoc user training*
 - *Show users how to do specific tasks.*
 - *Assist users in the use of the user guide.*
 - *Assisting users in diagnosing problems*
 - *Assess and confirm the reported problem.*
 - *Advise users on efficient diagnosis tools to use.*
 - *Guide users in analysing and resolving the problems.*
 - *Assisting users with period end processes*
 - *Suggesting corrective procedures for data / process mistakes.*
 - *Functional changes to the implemented system:*
 - *Modifications of existing elements, links and formulae.*

- *Assistance with Ad hoc tasks like modification of existing lists of values.*
- *Modification of existing reports.*
- *Writing new requested reports.*
- *Creation of all new elements*

All system enhancement/changes if it is not a result of business process change

Update the documentation to reflect the enhancements / changes

Assistance with functional testing of software following applications of patches

Implementations, re-implementations, Upgrades and Enhancements shall be covered

2 EXPECTED ROLES AND RESPONSIBILITIES

2.1 SERVICE MANAGEMENT

The Service Management component consists of a dedicated; on-site service manager (Programme Manager) and administration services ((Project Management and Help desk Office) for 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 Management

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:

- *Providing the framework, guidelines and development, of documentation for establishment of service levels between the BSC and other SASSA LOB's (HO and Regions).*
- *Definition and implementation of policies and procedures for the Business Support Centre*
- *Definition of; enhancement of; and provision of SASSA ERP system support configuration management standards and procedures.*
- *Definition, implementation of system support and version control policies and procedures.*

- *Planning and management of system enhancements, (inclusive of monitoring of resource percentage of time allocation on enhancements), system changes, system patches, upgrades, testing cycles.*
- *Establishment of release management policies and procedures.*
- *Resource management and planning:*
- *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.*
- *Resource management can be summarised in the following categories:*
- *Identifying scope of work*
- *Mapping of scope of work to existing resources*
- *Identifying specific/additional resource needs*
- *Completion of resource schedules and resource plan, inclusive of staffing practices, leave; replacements etc.*
- *Regular monitoring of resource compliment and scope of work.*
- *Definition of the knowledge and skills transfer strategy and plan; implementation thereof and regular monitoring of planned progress against planned activities.*
- *Change Control policies and procedures*
- *Maintenance and enhancement of system change control procedures and policies*
- *Maintenance and enhancement of BSC change control management forum where necessary*
- *Management and planning of approved change requests including: requirements definition, system testing, acceptance and implementation*
- *Identifying of resource required to complete approved change requests.*
- *Finalising of monthly invoicing, inclusive of:*
- *Identification and tracking of deliverables where applicable; and*

- *Comprehensive monthly progress and status reports on all application; technical and call management environments.*
- *Responsible for i-Modules (when rolled-out) support and maintenance to same extent as all above.*
- *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 ERP requirements. Through this tool most SASSA ERP support issues can be further summarised, giving SASSA users, controllers, coordinators and support staff a tool for simple queries.*

Administration Function (Project Management and Help desk Office)

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

Reporting, Issue and Risk Management

This includes functions such as:

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

Configuration and other management process

This includes functions such as:

- Version control
- Release management
- Change control
- Quality control
- Problem and issue management
- Specific template development (examples)

BSC Library (using existing LiveLink document management system)

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

- Structures and Naming conventions
- Standardization and Templates
- Procedures and access
- Indexing
- Intranet usage
- Training and test scripts - regular updates
- The Project Management resource can also fulfil the functions of the Help Desk Management, provided that the both aspects will receive adequate attention. SASSA will indicate if this is not the case, in which instance the Bidder will have to provide an additional resource at no additional cost.

2.2 HELP-DESK MANAGEMENT

- *The help-desk manager defines ERP system support call management and resolution policies and procedures and oversee the integration with national SASSA help-desk call logging software solution.*
- *The help-desk defines support tasks, allocates tasks to support staff and monitors ERP help-desk resources workload and support progress.*
- *The help-desk manager defines metrics to measure support effectiveness and to assist in measuring resource performance management.*
- *The help-desk manager is responsible to maintain a consolidated view of service requests across SASSA's Head Office and Regions.*
- *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.*
- *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.*

- *The help-desk manager ensures that all reports required by SASSA (for monitoring, presentations, reporting etc.) are supplied timeously and correctly.*
- *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.*

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:

- *Help-desk reports*
- *Outstanding deliverables*
- *Ratio of open to closed calls*
- *Categories of calls*
- *Severity of calls*
- *Action items*

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

- *Summary of support calls for the broken down per area and category of call*
- *Process and technical optimization*
- *Pressing matters*
- *Action item reviews*
- *Future activities*
- *Prioritizing*
- *Accomplishments*
- *Skills and knowledge transfer progress*
- *Review service levels to date*
- *Progress against plan – budget (financial control)*
- *Responsible for i-Modules (when rolled-out) support and maintenance to same extent as all above.*

Training Coordination

- *Create training schedule and publish to Regional Coordinators*
- *Create catalogue and course content structures on OLM for training and assessments*
- *Coordinate user access to functions (Responsibilities) after training has been completed*
- *Training reports (monthly, quarterly and yearly)*
- *Identification of training gaps or interventions*
- *Update training manuals*
- *Coordinate training room bookings*
- *Review and update training materials*
- *Provide classroom and online training when required*

User Access and Workflow Administration

- *Create usernames and reset password*
- *Allocate responsibilities*
- *Ensure filing of access documents*
- *Provide user access and workflow reports*
- *Maintain supervisor hierarchy*
- *Maintain workflow*
- *Ensure no segregation of duties conflicts (Responsibilities)*

2.3 ERP HELPDESK SERVICE

SASSA ERP system users will report any system queries and/or system problems to the SASSA helpdesk (1st line support) whereby the help-desk operator will allocate the call to an ERP Business Support Centre resource.

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 requests enables the help-desk to track, categorise and report on the progress of all SR's logged by the SASSA ERP user community.

Functional Application Specialists

The functional specialists (2nd line support) identify user requirements, design solutions, configure the system, test, implement, roll-out and support the ERP systems within their support responsibility including the following:

Oracle System Support: (SR)

- *Oracle ERP System Enhancements (WR)*
- *Functional Requirements definition*
- *Requirements mapping*
- *System design and Build*
- *System testing and acceptance*
- *Implementation and Roll-out*
- *Providing assistance and appropriate communication to the ERP help-desk*
- *Identifying of Resource shortfalls and gaps*
- *Advice SASSA on ERP system enhancements feasibility and impact*
- *Oracle Upgrades (patches, minor and major upgrades)*
- *Implementation and testing of new Functionality*
- *Adherence to Change Control policies and Procedures*
- *3rd Party Interfaces*
- *ERP System Processes and Procedures*
- *System Procedures Manual*
- *Assistance with Training Material completion*

- *Assistance with month-end, as well as financial year-end closures*
- *Training and Knowledge transfer*

Technical Application specialist

These specialist teams (also part of 2nd line support) design, test, implement and support the ERP systems within their support responsibility including, amongst others, the following:

- *Oracle System Support: (SR)*
- *Oracle ERP System Enhancements (WR)*
- *Technical Requirements definition*
- *Requirements mapping*
- *System design and Build*
- *System testing and acceptance*
- *Identifying of Resource shortfalls an Gap's*
- *Providing assistance and appropriate communisation to the ERP help-desk*
- *Oracle System maintenance*
- *Oracle System Monitoring*
- *Oracle Backup and Recovery*
- *Advice SASSA on ERP system enhancements feasibility and technical impact*
- *Oracle Patch Application*
- *Oracle Upgrades (patches, minor and major upgrades)*
- *Implementation, testing and support of new Functionality*
- *System and Database Upgrades*
- *Configuring Management including*
- *Change Control*
- *Version Control*
- *Release Management*

- *3rd Party Interfaces*
- *Oracle System Processes and Procedures – Tutor*
- *System Procedures Manual*
- *Assistance technical material completion when required*
- *Technical Assistance (interfaces, workflows, reports, extracts etc.) with month-end, as well as financial year-end closures*

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

3 LOCATION FOR PERFORMANCE OF SERVICES

3.1 ON SITE VERSUS REMOTE SERVICES

SASSA requires that all Bidder resources must be full time 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.

Remote services will not be acceptable to SASSA given the current conditions and requirements with regards to the system at SASSA. (Remote assistance to Regions will be provided from SASSA on-site location in Pretoria)

Bidder resources will adhere to all applicable SASSA policies such as dress code, the code of conduct etc.

3.2 OFFICE ACCOMMODATION AND OTHER FACILITIES

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

Office Accommodation and Related Equipment

- Office accommodation sufficient to accommodate the Bidder's personnel.
- The necessary furniture for use by the Bidder's personnel.
- Where relevant, the necessary network infrastructure, appropriately configured for use by the Bidder's personnel.
- 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
- Where relevant, access to the necessary server(s), appropriately configured with the required operating system, database and relevant software modules.
- Telephone and e-mail facilities, provided that these facilities shall be used solely for purposes of the Project.
- Such other facilities as the Parties may agree from time to time.

Safety

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

4 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.

4.1 NORMAL WORKING HOURS

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.

It should be noted that the DBA usually performs quite a number of his services and functions during the evening.

These timeframes are applicable to all resources.

In the event of a problem which SASSA classifies as critical (eg system not functioning), the response time must not exceed 2 hours.

5 RESOURCE REQUIREMENTS: EXPECTED RESOURCES

5.1 RESOURCE LEVELS

Different levels of consultants can be identified namely:

Principal Consultant – where the principal consultant is an expert on more than one business area (SCM/FIN etc.) and will be the Stream Lead

- 8 years' experience as Principal Consultant
- 3 years' experience as Stream Lead
- Knowledge and understanding of the public sector and applicable prescripts (PFMA, Treasury Regulations etc.)

Senior Consultant – where the senior consultant is proficient in a specific business area (SCM/FIN etc.).

- 5 years' experience as Senior Consultant
- Knowledge and understanding of the public sector and applicable prescripts (PFMA, Treasury Regulations etc.)

SASSA is more interested in the Principal, Senior and also Consultant levels. Since Resources will also perform a helpdesk function as first line support, it is crucial that they are fluent in English as most of the support is provided telephonically and by email.

5.2 CONSULTANTS EXPERIENCE AND KNOWLEDGE

The successful bidder must provide sufficient proof that the on-site consultants have implemented, supported and trained the following Oracle modules:

Finance:

- Accounts Receivable
- Accounts Payable
- General Ledger
- Cash Management
- Oracle Property Manager

Supply Chain Management

- Fixed Assets
- Inventory
- Purchasing (including I-Procurement, Supplier portal)

Oracle HR

- Core Human Resource Management
- Employee Self Service and I-Modules

Oracle Payroll

5.3 SASSA SPECIFIC RESOURCE NUMBERS AND LEVELS

SASSA requires a total number of 30 full-time on site resources. Regulations with regards to the Covid-19 pandemic will be observed and resources may be expected to

work off-site. The amount of work to be delivered will still require the same number of resources as they are allocated to Oracle modules to be supported and implemented. The Service Level Agreement will provide for this arrangement as and when it arises. Bidders should provide proof of Oracle certification of resources:

- A Services Manager as specified.
- A Help Desk Manager/Administrative Resource
- (The Help Desk/Administrative Resource will head the Project Management Office services.)

Four (4) Principal Functional Consultants for the following areas:

- Financials (1)
- SCM (1)
- HCM & Training (1)
- Payroll (1)
- These Principal consultants will be team leaders for the areas which directly report into the Service Manager.
- The four Principal consultants must be supported by six (6) Senior Consultants, namely for the following areas / modules:
 - Payroll (1)
 - HCM (1)
 - Purchasing, i-Procurement and Cost Management (1)
 - GL, Accounts Receivable, Bank and Cash (1)
 - Accounts Payable, Asset Management and Property Manager (1)
 - Inventory and Order Management (1)
- Given the number of challenges remaining within SASSA relating to the system, as well as the SASSA knowledge of the amount of calls received; it is strongly recommended that consultants must be supported by a minimum of ten (10) Consultants, namely for the following areas / modules:
 - Payroll (2)
 - HCM (2)

- User access and workflow Administrator (1)
- Financials (2)
- SCM (2)
- OLM, UPK and Employee Self Service (1)

The consultants should also assist with first line support when required.

Bidders should consider whether the resources would be sufficient given that each month a minimum of 80% of all received calls (functional and technical) will have to be closed as will be determined in the Service Level Agreement.

It should be noted that it would be expected of the Bidder to present at least one Senior Consultant who has fundamental knowledge of GL Wand and Reports Wand and who can define templates and parameters.

- In terms of the Technical aspects it is recommended that SASSA be provided with two (2) Principal developers for:
 - Finance / SCM and
 - HCM / Payroll.
- These Principal developers should in turn be supported by four (4) senior developers for the areas of:
 - Payroll (1)
 - HCM (1)
 - Financials (1)
 - SCM (1)
- Over and above all of these, the services of **two (2) Principal Applications DBA** who can complete all the required services as indicated would be a minimum requirement.
- *Bidders should ensure that Resources who are allocated to core modules also has knowledge and experience on I-Modules and Employee Self Service modules relating to those core modules.*
- 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 and Oracle certification for certified resources. Please note that all these resources MUST be available from 01 May 2021.

6 CONTRACT AND SERVICE STANDARDS

6.1 CONTRACT

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

6.2 SERVICE LEVEL AGREEMENT

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

6.3 MEASUREMENT OF SERVICES AND PENALTIES

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

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

6.4 REPORTING AND COMMUNICATION

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

6.5 PAYMENT OF RESOURCES AND OTHER BIDDER COSTS

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

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.

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

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

6.6 VETTING OF ALL BIDDER RESOURCES

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

6.7 REFERENCE CHECKS

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

SECTION D – BID REQUIREMENTS

1 SPECIFIC CONTENTS OF THE PROPOSAL

The proposal must include as a minimum the following details:

1.1 PREVIOUS EXPERIENCE

The Bidder should provide SASSA with 3 references of organisations which can be contacted with regards to the work previously undertaken by the company. Please clearly state the organisation name, the contact person and the contact details, the duration at this client and which modules were implemented and/ or supported.

1.2 RESOURCES KNOWLEDGE AND EXPERIENCE

The Bidder must complete the attached Response Template (Annexure A & B) with regards to the resources, knowledge and experience

The Bidder must provide Curricula Vitae of all resources included in Annexure A & B

All resources should be available from 01 May 2021. A Bidder may not recommend resources that he is unable to attain should he be awarded the tender; or only use resource CV's to meet the tender specifications.

1.3 KNOWLEDGE AND UNDERSTANDING

Knowledge and understanding of the Public Sector and prescribed legislations.

Knowledge and understanding of the Oracle E-Business Suite version 12.2.8 and above system and application

Knowledge and understanding of Accrual Accounting

1.4 SKILLS AND KNOWLEDGE TRANSFER

Skills and knowledge transfer plan to SASSA employees, and other partners to SASSA. Provisions of the skills and knowledge transfer plan will be agreed and outlined in the Service Level Agreement.

1.5 RISK AND ASSUMPTIONS

Service-related risks and assumptions

1.6 COST BREAKDOWN

A cost breakdown (Annexure C & D) of the entire support and maintenance service including VAT detailing:

Total cost of the all-inclusive support and maintenance costs on a monthly basis for the duration of the contract.

All inclusive cost per resource

NB. Cost breakdown must not include annual contract value increase as SASSA will apply the CPI increase published by Statistics SA on an annual basis.

1.7 ORACLE CERTIFICATION AND LETTER OF GOOD-STANDING**

Successful Bidder must be a certified Oracle Partner.

In the case of a Partnership or Consortium, all parties must be certified Oracle Partners.

A proof of Oracle Partner certification must be submitted

**** Please note that SASSA reserves the right to confirm your standing with Oracle**

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.

1.8 PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

As a PREQUALIFICATION CRITERION, it is required of the bidder to sub-contract a minimum of 30% of the total contract value and value of the service/s to EMEs or QSEs that are 51% owned by either or a combination of the following enterprises:

- Black people who are youth; or
- Black people who are women; or
- Black people with disabilities; or
- Black people living in rural or underdeveloped areas or townships; or
- Cooperatives which are 51% owned by Black people; or
- Black people who are military veterans; or
- Black People

As proof of compliance to paragraph 1.8 above the bidder must submit proof of subcontracting agreement between the main bidder and the subcontractor/s as well as BBBEE certificate of the subcontractor. The subcontracting agreement to be submitted with the bid document **must** indicate the services, percentage and value to be sub-contracted.

The bidder must attach the Oracle partnership certificate of the sub-contracted company (ies)

Subcontracted company (ies) must be registered on the Central Supplier Database. Proof of registration to be submitted with this bid.

It is the responsibility of the bidder to ensure that they subcontract with qualified and capable subcontractors. Bidders are responsible for all due diligence on their subcontractors.

NB: Failure to comply with all of the above listed pre-qualification criteria will result in disqualification of your bid.

SECTION E – EVALUATION INFORMATION

1 EVALUATION OF THE BID

1.1 BID EVALUATION PRINCIPLES

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

- **First Stage;**

Phase 1: Prequalification

Phase 2: Special conditions

Phase 3: Administrative Compliance

Phase 4: Functionality Criteria

- **Second Stage – Price and Preference Points.**

Responses to the functional requirements must be attached as directed, using the response template (Annexure A, B, C & D) provided.

1.2 BID EVALUATION CRITERIA

First Stage

Phase One – Prequalification

- Bidders will be evaluated based on Paragraph 1.8 on the previous page.

Failure to comply with all the above requirements will result in your bid being disqualified

Phase Two – Special conditions

- Bidders must submit a letter or Oracle Partner certificate as proof/confirmation of Oracle partner registration
- Bidders must provide 3 contactable references. Please clearly state the organisation name, the contact person and the contact details, the duration at this client and which Oracle modules were implemented and/ or supported
- Bidders must complete and submit (Annexure A, B, C and D)

- Bidders must provide CV's of all resources included in (Annexure A and B)
- Cost breakdown must include all items in section B of the Service Cost worksheet in Annexure C

Failure to comply with all the above requirements will result in your bid being disqualified

Phase three – Administrative Compliance

Bidders must submit the following:

- Tax compliance status Pin issued by SARS
- Proof of company registration with Central Supplier Database (CSD)
- Submission of all SBD forms fully completed and signed

Failure to submit the above may invalidate your bid.

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

Criteria below will be evaluated according to the following values

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

EVALUATION CRITERIA	
FIRST STAGE:	
Phase Three – Functionality Criteria	Weights
Oracle Certification of resources <ul style="list-style-type: none"> 0 to 2 resources = 1 3 to 4 resources = 2 5 to 6 resources = 3 7 to 8 resources = 4 More than 8 resources = 5 	10
GL Wand <ul style="list-style-type: none"> No resource = 1 1 resource = 3 2 resources = 4 More than 2 resources = 5 	10
Resources experience Evaluation will be based on information in Annexure A, B, C, D and CV's provided.	80
	100
SECOND STAGE: Preference Criteria	Weights
Price	90
BBBEE Status Level of Contribution	10

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

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- Bidder(s) must submit a B-BBEE Status Level Verification Certificate from Verification Agency accredited by the South African National Accreditation System (SANAS) or in case of bidder(s) qualifying as EMEs submit a sworn affidavit signed by the EME representative and attested to by a Commissioner Oath or B-BBEE certificate issued by the Companies and Intellectual Property Commission.
- Bidders are required to submit proof of B-BBEE Status level of contributors. Proof includes valid B-BBEE Status Level Verification Certificates together with their bids to substantiate their B-BBEE rating claims.
- Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.
- A trust, consortium or joint venture (including unincorporated consortium and joint ventures) must submit a consolidated B-BBEE Status Level verification Certificate.

- Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bid.
- Bidders must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

Bidders other than EMEs

- ✓ Verification agencies accredited by SANAS; or

Bidders who qualify as EMEs

- ✓ Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.
- ✓ B-BBEE certificate issued by the Companies and Intellectual Property Commission.

Certificates issued by IRBA and Accounting Officers have been discontinued and bidder(s) who submitted such certificate(s) will be considered invalid certificate and points for B-BBEE level of contribution will not be awarded.

2 BID CONDITIONS

- Bidders who score less than 70 out of 100 points under the Functional Evaluation will be disqualified and will not be considered further.
- Bidders must ensure that resources provided in this bid and after award are fluent in English both verbally and written.
- Bidders may attend a non-compulsory Information Session which will be held online on Microsoft Teams.
- Bidders must submit email address/es for the online information session which will be held on Microsoft Teams
- Bids must be submitted in line with any attached annexures, detailed specifications.
- The Agency reserves the right to award the bid: - to one or more Bidders; in whole or partially or not to award the bid at all.
- The Agency will contract and also conclude Service Level Agreement(s) with the successful bidder(s).
- The General Conditions of Contract as stipulated by the National Treasury will be applicable.
- The Agency reserves the right to negotiate price with the successful bidder.
- The main bidder to submit a signed contractual agreement stipulating the services, percentage and value to be sub-contracted.
- The successful bidder must submit monthly report of work performed by the subcontractor, invoices submitted by subcontractor and proof of payment to subcontractor. Such reports must be co-signed by both the main bidder and the sub-contractor.