

NOTIFICATION OF TENDER ADVERT

Bid Number:SASSA: 18-22-ICT-HO

Bid Description: The South African Social Security Agency hereby invites proposals from potential service provider for the Supply, installation, Configuration and support of an Enterprise ICT infrastructure and application performance monitoring solution for a period of Two (2) years

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

Place where goods, works or services are required:

National

Date Published: 12 September 2022

Closing Date / Time: 6th October 2022@11:00am

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>

<https://sassa.gov.za>

Physical Address:Where bids should be delivered:

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

Briefing Session

Non-compulsory online briefing session will be held on:

Date: 20 September 2022

Time:10:00 am

Venue: Virtual(Microsoft Teams)

Bidders to register their name from the date of an advert and at least a day before briefing session as per the advert by providing company name, contact details and at least one representative to enable SASSA to provide bidders with a link. Details must be sent to email address: ramasekiwat@sassa.gov.za



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

South African Social Security Agency
Head Office

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



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SASSA)

BID NUMBER:	SASSA: 18-22-ICT-HO	CLOSING DATE:	06 October 2022	CLOSING TIME:	11:00 AM
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DESCRIPTION The South African Social Security Agency hereby invites proposals from potential service provider for the Supply, installation, Configuration and support of an Enterprise ICT infrastructure and application performance monitoring solution for a period of Two (2) years

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

SASSA HEAD OFFICE, GROUND FLOOR; 501 PRODINSA BUILDING, CNR. STEVE BIKO AND PRETORIUS, ARCADIA, 0083

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Mr Ramasekiwa Tshokwe	CONTACT PERSON	Ms Khanyi Ragophala
TELEPHONE NUMBER	012 400 2413	TELEPHONE NUMBER	012 400 2485
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	ramasekiwat@sassa.gov.za	E-MAIL ADDRESS	KhanyiR@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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<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 THE QUESTIONNAIRE BELOW]
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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**

sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:	DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

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

DATE:

SBD 3.1

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

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

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

Name of bidder.....	Bid number SASSA: 18-22-ICT-HO
Closing Time 11:00 AM	Closing date 06 October 2022

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

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

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

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

*Delete if not applicable

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. BIDDER'S DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

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

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 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 **not exceed/exceed** R50 000 000 (all applicable taxes included) and therefore the **.....80/20.....** 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

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

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- 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 last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....



CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)...**SOUTH AFRICAN SOCIAL SECURITY AGENCY**.... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number... **SASSA: 18-22-ICT-HO** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:



SBD 7.2

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

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

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

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

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

Js General Conditions of Contract (revised July 2010)

Terms of Reference



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

**SUPPLY, INSTALLATION, CONFIGURATION AND
SUPPORT OF THE ICT INFRASTRUCTURE AND
APPLICATION PERFORMANCE MONITORING
SOLUTION**

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SECTION A: BACKGROUND AND OVERVIEW

1. Business Objective

1.1. South African Social Security Agency (SASSA) (also referred here-in as the 'Agency') was established in terms of the South African Social Security Agency Act, 2004 (Act No. 9 of 2004) to administer social assistance in terms of Chapter 3 of the Social Assistance Act, 2004 (Act No. 13 of 2004). SASSA is mandated to ensure effective and efficient delivery of service of high quality with regard to the management and administration of social grants such that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well the integrity of the whole system.

1.2. The Agency is currently structured as follows:

1.2.1. Head Office (Pretoria);

1.2.2. Regional Offices (in each Province);

1.2.3. District Offices (in each Region);

1.2.4. Local Offices (Under All District Offices in the Regions) ;

1.2.5. Services Points (Under All Local Offices in the Regions);and

1.2.6. In addition to the above all regions has records management centre where all beneficiary records are stored and managed

1.3. The Agency currently has about 450 offices located nationwide; in addition to these offices there are service points which are mobile/virtual offices in all regions.

1.4. ICT STRUCTURE

The Agency's ICT Structure is made up of four business units, namely ICT Operations, Information Management, Enterprise Architecture and Business Applications Support Centre.

- 1.4.1. **ICT Operations department** is responsible for the provision of enabling services to the Agency such as, but not limited to connectivity, communication, collaboration, Security, end-user support and computing.

As a result, it operates and maintains the ICT infrastructure, including the Computing, Networking, MPLS VPN, Telephony, Hosting Centres, Data Centres, Servers, Storage, and Security platforms.

- 1.4.2. **Information Management department** is responsible for the management of the Agency's information, including collaborative information, data warehousing, business intelligence, Agency's Internet and Intranet, Information Resource Centres and Research Support Function.

- 1.4.3. **Enterprise Architecture department** develops, maintains and governs the EA function across business, information, application and technology domains in alignment with organizational strategy. This department integrates the architecture process with related processes like ICT Governance, ICT strategic Planning and Quality Assurance.

- 1.4.4. **Business Support Centre department** is responsible for the provisioning of support and maintenance on the core business systems of the Agency, which includes amongst others the Oracle ERP, SOCPEN, SRD 350, BAS, BI, Biometrics, ICASS, Online grants application, Livelink etc. This department is also responsible for developing new business systems when required by the Agency.

1.5. TECHNOLOGY LANDSCAPE

The Agency's current technology landscape includes the following platforms:

- 1.5.1. **Computing Platform** inclusive of Desktop and laptop computers, printers, scanners, desktop-related software;
- 1.5.2. **Local Area Network Platform** inclusive of networking cabling, network switches (wired and wireless), network cabinets and patching,
- 1.5.3. **Telephony Platform** inclusive of: Telephone Management System (VSA Rampage), Call Centre Telephony (Genesys), Telephone Hand Sets, Session Border Controllers (Audio codes), Microsoft Teams, SIP service;
- 1.5.4. **Wide Area Network Platform** - platform managed by the MPLS Service Provider (MTN) – from the Router through to the MPLS to the Data Centre and Internet connectivity, APN services (Vodacom), VPN service;
- 1.5.5. **Microsoft Platform** inclusive but not limited to directory services, DHCP and DNS services, file share services, electronic mail services;
- 1.5.6. **Security Platform** inclusive of Firewalls, Intrusion Prevention, Identity and privilege access Management, anti-virus and anti-spyware systems, patch management systems, internet proxies and filters.
- 1.5.7. **Collaboration Platform** inclusive of MS Teams, SharePoint
- 1.5.8. **Applications Platform** running different business applications as follows:
 - a) A packaged solution from Oracle i.e. Oracle EBS 12.2.10 and Oracle IAM
 - b) Custom developed web application (Non Repudiation Program) that forces users to biometrically authenticate each time they perform certain transactions. This web application consist of the following components i.e. Oracle DB, Weblogic server, Nginx and the web application was developed in Angular. This web application integrates with a mainframe application using IBM MQ integration software
 - c) A web application that allows citizens to apply for SRD R350 grant via the Internet. The web application was developed in Angular, and consist of the following components i.e.: HAProxy LB, NGINX web server, Oracle Weblogic application server, Oracle DB, Oracle API Gateway
 - d) In-house developed web applications that was developed using .NET.
 - e) Opentext Content Management, Appworks, Liquid Office, Oracle database
 - f) Kofax solution. Components of Kofax are Windows Services, Windows File shares, IIS (.Net Core Web application), DB (SQL server)

SECTION B: OBJECTIVE OF THE BID

The objective of this bid is to appoint a suitable service provider to assist with supply, setup configuration of an end-to-end (comprehensive) monitoring solution that will assist SASSA to achieve the following amongst others:

- A real-time and single view visibility of service delivery measurements and preventative capability to resolve service outages as and when they happen
- Provide a centralised ICT assets database and the state of these assets on a real-time-time basis
- Manage processes and changes effectively and proactively
- Minimise critical system downtime
- Proactive LAN/WAN Monitoring
- Proactive application and database performance monitoring
- Evidence based management of the network and IT infrastructure
- Minimize ICT services downtime so as to improve productivity of users
- Speedy resolution of ICT incidents
- Proactive event logging and management

SECTION C: SCOPE OF THE BID

1. SCOPE OF WORK

SASSA ICT intends to maintain a highly available, stable and accessible ICT services which is dependent on well-functioning Infrastructure and applications.

1.1. The scope of this bid is to appoint a prospective bidder for a period of 24 months to :

- 1.1.1. **Supply monitoring solution software (Licenses to be owned by and registered in SASSA's name)**
- 1.1.2. **Install and configure the solution as per the scope;**
- 1.1.3. **Setup and customise reporting as per requirements**
- 1.1.4. **Provide support for the monitoring solution (software updates, bug fixes etc. and third line support to resolve errors/ incidents and or problems with the monitoring solution)**
- 1.1.5. **Provide training and handover to thirteen (13) SASSA engineers/nominated resources post implementation (professional training wherein a certificate of completion is issued)**

SASSA requires a solution that will comprehensively monitor availability and accessibility of the end to end ICT service as delivered by the different configuration items being ICT infrastructure devices and applications, health and performance of the network devices.

- The solution must support hybrid environment, e.g. Microsoft Hyper-V, and other essential application such as Exchange, Active Directory services and processes for faults and performance; Oracle Linux, and other essential applications such as Oracle ERP etc.
- The solution must have customizable templates and dashboards to address the agency's reporting requirement and SLA metrics monitoring; and the reports must be available at a click of a button.
- The solution must assist to reduce Mean Time to Repair (MTTR) but providing real time alerts on network faults and identifying performance issues early.
- The solution to have SMS notification to notify engineers' real time on critical network faults.
- The solution must be able to analyse the network and be able to pick up congestions and what causes the congestion.
- The solution must monitor the performance of the respective applications as indicated in section 1.5.8 above on set SLA's per system across all user base (i.e. across local office network and Nationally)

2. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT

SASSA ICT infrastructure includes but is not limited to the following:

- 8700 end points
- 450 routers and respective WAN links
- 1500 switches, the solution should be able to monitor switches that are configured as a stack
- 900 virtual servers, and 100 physical servers
- +- 20 application

3. FUNCTIONALITY REQUIREMENTS

- (1) The bidder **must complete in full all of the FUNCTIONALITY REQUIREMENTS.**
- (2) The bidder **must provide a unique reference number** (e.g. annexure, section, page) to locate substantiating evidence in the bid response.
- (3) During evaluation, substantiation evidence that cannot be located in the bid response will be treated, as "NOT COMPLY".
- (4) Responses must be stated clearly to avoid misinterpretation.
- (5) The bidder must provide substantiating evidence to prove compliance as per the table below:

ICT INFRASTRUCTURE MONITORING (Switches, Routers, Servers etc.)

#	FUNCTIONAL REQUIREMENTS	Substantiating evidence and evidence reference to be completed by bidder. <i>Evaluation per requirement: Each requirement indicated in the tables below must be completed and will be scored.</i>	Evidence reference (to be completed by bidder)
1.	Automatically discovers switches on the SASSA network, categorize them as switches, and keep an inventory of all the switches discovered	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
2.	Provide visibility into the status and availability of switch ports	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
3.	Actively monitor switch ports and quickly notifies operators whenever a switch port or the switch goes down.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
4.	Show which ports are blocked and which ones are forwarding by displaying their statuses on a spanning tree.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x



#	FUNCTIONAL REQUIREMENTS	Substantiating evidence and evidence reference to be completed by bidder. <i>Evaluation per requirement: Each requirement indicated in the tables below must be completed and will be scored.</i>	Evidence reference <i>(to be completed by bidder)</i>
5.	Monitor port utilization and traffic with threshold alerts.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
6.	Detect potential broadcast storms, and proactively prevent them from occurring in the future.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
7.	Identify over and underutilized ports	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
8.	Get alerts when ports start discarding packets	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
9.	Have switch port mapping to quickly discover the list of devices connected to switch ports to gain visibility into the IP, MAC, status, and availability of ports	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
10.	Automatically discover and classify interfaces mapped to the core switch	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
11.	Reporting function that provides a detailed availability report of switches	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
12.	Network Configuration Backup (NCM) is also be required to backup switch configuration and perform change and compliance management	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
13.	SNMP and ICMP monitoring required for both switches and routers as the switches are linked to the routers to determine whether a switch is down, or if the site is down	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
14.	Periodically monitors servers via SNMP and WMI protocols to ensure that they are up and running at their optimum performance level, 24x7	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x

#	FUNCTIONAL REQUIREMENTS	Substantiating evidence and evidence reference to be completed by bidder. <i>Evaluation per requirement: Each requirement indicated in the tables below must be completed and will be scored.</i>	Evidence reference <i>(to be completed by bidder)</i>
15.	The tool should provide event monitoring as well as reporting on performance, capacity and availability.		
16.	The tool, should provide various system performance monitoring features such as CPU monitoring, memory monitoring, Disk monitoring up to a minute interval. It should provide a graphical view of these metrics to monitor and measure server performance, in real-time. It should provide the ability to drill down to a particular time interval to understand more about the issue in order to guide necessary steps for resolution	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
17.	The tool should offer out-of-the-box features such as server availability monitoring and performance metrics such as page read/write, processor queue length, free physical memory, disk I/O, process queue length through SNMP and WMI protocols. The tool should provide a view of availability of all physical and virtual servers 24x7	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
18.	The tool should provide a holistic view of the status of servers instantly and allow for creation of custom server monitoring dashboard such as Windows server monitoring dashboard, Linux server monitoring dashboard, server performance monitoring dashboard	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
19.	Monitor IOPS (I/O) utilization <ul style="list-style-type: none"> • Identify disk saturation 	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
20.	Monitor Memory utilization	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
21.	Monitor network latency <ul style="list-style-type: none"> • Identify network packet drops 	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x

APPLICATION AND DATABASE PERFORMANCE MANAGEMENT AND MONITORING

#	SERVICE FUNCTIONAL REQUIREMENTS	Substantiating evidence and evidence reference to be completed by bidder. <i>Evaluation per requirement: Each requirement indicated in the tables below must be completed and will be scored.</i>	Evidence reference <i>(to be completed by bidder)</i>
1.	Application and database performance and availability monitoring i.e. a user can access and transact on it.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
2.	Dashboard that visually shows the application landscape and the status of the individual components.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
3.	capability to monitor user experience	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
4.	The tool to advise when a specific Region or office is unable to access the application – thereby alerting SASSA that there could be other challenges being experienced.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
5.	automatically detect performance problems and contain analytics to diagnose possible challenges or issues in the application or database	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
6.	report total downtime in a specific period	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
7.	Monitor various programming languages and frameworks.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
8.	determine and detect patterns to enable it to alert when something is outside the pattern	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
9.	analyse and predict user access and volumes / when the application is most busy etc.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
10.	Monitor slow-running queries	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid

#	SERVICE FUNCTIONAL REQUIREMENTS	Substantiating evidence and evidence reference to be completed by bidder. Evaluation per requirement: Each requirement indicated in the tables below must be completed and will be scored.	Evidence reference (to be completed by bidder)
			response e.g. see Annex x, section x page x
11.	Monitor database connections (logins and disconnects)	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
12.	Monitor database capacity <ul style="list-style-type: none"> Forecast table space usage 	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
13.	Monitor database backups	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
14.	Collect database logs. i.e. Alert log, Listener log	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
15.	Present alerts on critical issues in a dashboard	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
16.	Troubleshoot performance issues down to component / configuration item	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
17.	Identify whether there is over allocation or shortage of memory structures in the database	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x

ICT USER AND ADMINISTRATOR MONITORING

#	SERVICE FUNCTIONAL REQUIREMENTS	Substantiating evidence and evidence reference to be completed by bidder. <i>Evaluation per requirement: Each requirement indicated in the tables below must be completed and will be scored.</i>	Evidence reference <i>(to be completed by bidder)</i>
1.	Solution must be capable of producing reports that monitor activities of ICT users and administrators and report on their activities within servers hosting services such as Active Directory, SQL databases, Oracle databases, Windows logon events, Linux OS logon events	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
2.	should be user aware, i.e. identify the actual user of the source or destination, preferably through user accounts, such as Active Directory (AD), database accounts, (Windows and Linux) operating systems local accounts	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
3.	Perform database activity monitoring. The solution must be able to provide monitoring of administrator's activities within several databases (Microsoft SQL & ORACLE) and provide regular reports of all the changes or modification by the administrators on what was modified, when, and by who	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
4.	perform real-time monitoring of events/data generated by workstations, servers, databases and applications	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
5.	Combine data events from disparate sources to assist with the identification of any suspicious activities and SASSA policy violation on any ICT systems monitored.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
6.	contain a correlation engine to identify and detect patterns across the ICT monitored systems with basic predefined correlation rules available at set-up to start analysing and correlating activity out-of-the-box that reduces false-positives automatically, detects authentication failures and operational events in real-time without the need to specify particular device types	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
7.	Perform behaviour profiling to identify anomalies and deviations from normal behaviour.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x



#	SERVICE FUNCTIONAL REQUIREMENTS	Substantiating evidence and evidence reference to be completed by bidder. <i>Evaluation per requirement: Each requirement indicated in the tables below must be completed and will be scored.</i>	Evidence reference <i>(to be completed by bidder)</i>
8.	Provide customizable and consolidated reporting capabilities, from detailed daily reports to monthly reports and be capable of exporting reports in various formats.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
9.	guarantee delivery of events to the log management system and that no events will get lost if the log management system is unavailable, the solution must not drop in coming events	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
10.	Provide online options to reduce log events at the source by aggregating the log events. Aggregation must be flexible in which normalized fields can be aggregated and provide the ability to aggregate in batches or time windows	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
11.	Provide compliance auditing, alerting and reporting for governance requirements with ease.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
12.	Should be able to natively integrate with existing authentication directories to import context related to users and roles which will then correlate and attribute every event to an actual user, regardless of the event source and be able to alert or report on any activity for identities not automatically synchronized with authentication directories.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
13.	Should be able to define whitelist / blacklists that can be used as inclusion or exemption during the correlation process. The correlation engine should utilize dynamic lists to provide important information such as shared user monitoring, session tracking, attack history and privileged system access.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
14.	Should be able to provide the ability to import context and keep an inventory of all data as it relates to assets like hostname, IP & MAC address, business purpose, owner, and other business-related data. The asset inventory must be able to integrate with other network monitoring/management solutions to keep asset information up to date.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x

#	SERVICE FUNCTIONAL REQUIREMENTS	Substantiating evidence and evidence reference to be completed by bidder. <i>Evaluation per requirement: Each requirement indicated in the tables below must be completed and will be scored.</i>	Evidence reference <i>(to be completed by bidder)</i>
15.	Capable of allowing the restoration of a year's worth of historical log files to perform complex pattern searches and reporting against big sources of data in a short period of time. The entire process from restoring the data to reporting results must take less than two days.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
16.	ability to visually represent event data into a dynamically updated graph to assist ICT in determining the spread of attacks and pinpoint the original attacker during incident response and remediation	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
17.	produce daily reports of all activities within the network for a 24-hour period covering aspects such as: All user/administrator security correlated events- failed logon and locked out accounts including service accounts, multiple host logging from single AD account, brute force attempts from a single or multiple source	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
18.	Produce weekly reports of all activities within core servers without service degradation due to the report generation such as: Weekly Active Directory activities report. Weekly Linux server login report. Weekly Windows server logon activities. Weekly SQL and Oracle databases activity reports	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x
19.	Produce alerts for the following incidents: Active Directory group policy changes, local administrator modifications and use (successful and failed login), Security Group membership changes and (user, administrator & services) account login events.	Bidder to provide details explaining how this requirement is met with product documentation	provide unique reference to locate substantiating evidence in the bid response e.g. see Annex x, section x page x

SECTION C: GENERAL INFORMATION

1. Bid Enquiries

All enquiries, questions and requests for clarification that may arise in relation to this Bid is to be done in writing and addressed to the Supply Chain Management to:

Name: Ramasekiwa Tshokwe

Email address: RamasekiwaT@[sassa.gov.za](mailto:ramasekiwaT@sassa.gov.za)

It is important to note that for all questions you need to:

- Ensure that you add the Bid Ref# in the subject line of your e-mail
- The company's name, contact and telephone number is clearly stated
- The question is clear and concise
- Where applicable, reference be made to specific points within this Bid
- SASSA will endeavour to respond to all question before the closing date.
- **Submitting of questions on the date of Closure will not acceptable**

No telephonic enquiries will be entertained or responded to with regards to this Bid.

2. Submission of Bids

2.1. All responses must be sealed and clearly marked as follows:

Name of Bidder

Bid Ref#

2.2. Responses must be hand delivered to the below address:

SASSA HOUSE

501 Prodinsa Building

Cnr Steve Biko and Pretorius streets

Arcadia, Pretoria

2.3. Responses to be directly inserted into the Tender Box located at the above mentioned office

2.4. The Agency shall not be held accountable, nor will it consider any entries where Bid Documents were not directly inserted into the Tender Box before the closing date and time and was instead inserted in the incorrect box or handed over to an individual.

3. Pricing

3.1. The quoted price must be in rand value and inclusive of VAT and must be fixed until the delivery and payment as per the table below:

Item	Cost
software Licenses	
Install and configure the solution	
Setup and customise reporting	
support for the monitoring	
training and handover to thirteen (13) SASSA engineers	

4. Bid Evaluation

4.1. The bid proposals shall be evaluated in accordance with **80/20** preference system as contemplated in the Preferential Procurement Regulation 2017.

4.2. The bid proposals shall be evaluated as follows:

- 4.2.1. Stage 1; Phase 1 Prequalification Criteria
- 4.2.2. Stage 1: Phase 2 Special Conditions
- 4.2.3. Stage 1: Phase 3 Administrative Compliance
- 4.2.4. Stage 1: Phase 4 Functional evaluation
- 4.2.5. Stage 2: Price and BBBEE status level contributor

4.3. Stage 1; Phase 1 Prequalification Criteria

- 4.3.1. Only bidders who are on B-BBEE status level contributor of between levels 1(one) to 4 (four) are eligible to submit their proposals.
- 4.3.2. Bidders must submit B-BBEE status level Verification Certificates from a Verification Agency accredited by the South African Accreditation System (SANAS).
- 4.3.3. Bidders who qualify as EMEs or QSE can submit a sworn affidavit signed by the EME or QSE representative and attested by a Commissioner of oaths or submit B-BBEE certificate issued by Companies and Intellectual Property Commission.
- 4.3.4. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate.

NB: Failure to meet the above requirements will invalidate your bid.

4.4. Stage 1: Phase 2 Special Conditions

- 4.4.1. The bidder must have a minimum of 3 years' experience providing similar services.
- 4.4.2. The bidder must submit a minimum of one (01) contactable reference letter from a client where a similar service was rendered. The reference letter must be in the client's letter head, signed and dated and indicate the following:
- Name of the client
 - Name and contact details of the Client's contact person
 - Nature of the service provided
 - Duration of the contract
- 4.4.3. Submit a certificate or letter from the OEM authorizing the supply and installation of the proposed solution

NB: Failure to meet the above requirements will invalidate your bid.

4.5. Stage 1: Phase 3 Administrative compliance Requirements

- 4.5.1. Bidders must submit the following:
- Tax Compliance Status PIN
 - Proof of company registration with Central Supplier Database
 - Submission of all SBD forms. All SBD forms ***must be fully completed*** and submitted together with this bid including SBD 3.1.

4.6. Stage 1: Phase 4 Functional evaluation

Values: 1= poor, 2= Average, 3= Good, 4= Very Good, 5= Excellent

FUNCTIONAL EVALUATION CRITERIA	WEIGHT
ICT INFRASTRUCTURE MONITORING (Switches, Routers, Servers etc.)	30
APPLICATION AND DATABASE PERFORMANCE MANAGEMENT AND MONITORING	30
ICT USER AND ADMINISTRATOR MONITORING	30
TRAINING	10
TOTAL	100

4.7. Stage 2. Price and BBBEE Status Level of Contribution

4.7.1. Points awarded for BBBEE Status Level of Contribution

Price and Preference evaluation criteria	100
Price	80
BBBEE Status Level of Contribution	20

4.7.2. 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 BBBEE status level of contribution in accordance with the table below:

BBBEE Status Level of Contributor	Number of points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4.7.3. Bidders must submit B-BBEE Status Level Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS)

4.7.4. Bidders who qualifies as EMEs or QSE to submit a sworn affidavit signed by the EME or QSE representative and attested by a Commissioner of oaths together with the proposal or BBBEE certificate issued by Companies and Intellectual Property Commission (CIPC).

- 4.7.5. A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.
- 4.7.6. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.

4.8 Bid Conditions

- 4.8.1 The Bidder, its offices, agents, employees and consultants shall hold in confidence any information and /or materials identified as proprietary and/or confidential to the Agency or to any third party to which the Bidder may have access to in the course of performing its obligations in terms of this Bid.
- 4.8.2 The Bidder shall not disclose or authorise disclosure to others, or use for its own benefit, such confidential information and/or materials without the express written consent of the Agency or the affected third party owner.
- 4.8.3 Bidders to attend a non-compulsory virtual briefing session on the date indicated in the advert.
- 4.8.4 The Agency further reserves the right to:
- Conduct due diligence with the Original Equipment Manufacturer, to determine validity of quoted price
 - Not award the bid to any Service Provider
 - Cancel the bid
 - Partially award the Bid
 - Negotiate price with the successful bidder
- 4.8.5 This Bid is further governed by the National Treasury General conditions of contract. This document may further be viewed at:
- <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx>

5 Delivery Address

5.8 Goods to be delivered to the following address:

SASSA HOUSE
501 Prodinsa Building
Cnr Steve Biko and Pretorius streets
Arcadia, Pretoria