



**REQUEST FOR BIDS:**

**APPOINTMENT OF AN ICT INFRASTRUCTURE AND APPLICATION SYSTEMS SUPPORT AND  
MAINTENANCE PARTNER**

**(BID NUMBER: PROC T645)**

**COMPULSORY BRIEFING SESSION ON: 17 OCTOBER 2023 AT 10H00 AM – 12H00PM; SERVICES  
SETA HEAD OFFICE, 15 SHERBORNE ROAD, PARKTOWN, JOHANNESBURG, 2193**

**CLOSING DATE AND TIME: 08 NOVEMBER 2023 AT 11H00 AM**

A handwritten signature or mark in black ink, consisting of a large, stylized letter 'P' with a flourish extending to the right.

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## BID DOCUMENTS CHECK LIST:

VERY IMPORTANT: THE CONTENTS OF THE BID/ TENDER DOCUMENT MUST BE AS FOLLOWS:

The potential bidder must submit four (4) Bid proposals, compile one (1) original, (1) electronic version (USB), make one (1) copy from the original bid document and email proposal to [Tenders@serviceseta.org.za](mailto:Tenders@serviceseta.org.za) in a zipped file up to a maximum size of 100MB.

1. The Services SETA bid documents must be submitted in official format (not to be re-typed).
2. The bid proposal must be properly bonded, punched, numbered and separated per checklist schedule below.

PLEASE SUBMIT THE BID PROPOSAL AS PER AFOREMENTIONED SUBMISSION REQUIREMENTS AND BELOW CHECKLIST SCHEDULE, AS IT MAKES IT EASIER FOR THE BID EVALUATION COMMITTEE TO EVALUATE YOUR PROPOSAL.

### **Checklist Schedule**

Schedules	Description	Submitted: YES or NO
Schedule 1	The potential bidder must be registered with National Treasury Central Supplier Database (CSD)	
Schedule 2	Bid document must be signed and duly completed, together with all declaration of interest/standard bidding documents ( <b>SBD's 1, 3.3, 4, 6.1 and 7.2</b> )	
Schedule 3	Provide and attach a copy of <b>Company Registration Certificate</b>	
Schedule 4	The potential bidder must provide any proof of the company being a certified Microsoft Solution Partner, and ISO 27001 certified.	
Schedule 5	The potential bidder must submit <b>Proof of its B-BBEE Status Level of Contributor</b>	
Schedule 6	The potential bidder must be tax compliant on National Treasury Central Supplier Database (CSD) prior to award.	
Schedule 7	Capacity and Competencies	
Schedule 8	Methodology and Approach	
Schedule 9	Assignment Experience	
Schedule 10	Identity Documents, Cancelled Cheque or Letter from the Bank Confirming Banking Details	
Schedule 11	Pricing Schedule	
Schedule 12	Bid proposals <b>(4)</b> compile one <b>(1)</b> original, <b>(1)</b> electronic version <b>(USB)</b> , make one <b>(1)</b> copy from the original bid document must be <b>properly bounded and email proposal to <a href="mailto:Tenders@serviceseta.org.za">Tenders@serviceseta.org.za</a> in a zipped file up to a maximum size of 100MB.</b>	

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ( <i>SERVICES SETA</i> )					
BID NUMBER:	PROC T645	CLOSING DATE:	08 NOVEMBER2023	CLOSING TIME:	11H00AM
DESCRIPTION	APPOINTMENT OF AN ICT INFRASTRUCTURE AND APPLICATION SYSTEMS SUPPORT AND MAINTENANCE PARTNER.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (<i>STREET ADDRESS</i>)</b>					
<b>(SERVICES SETA HEAD OFFICE)</b>					
15 SHERBORNE ROAD, PARKTOWN, JOHANNESBURG 2193					
<b>NB: ALL BIDS MUST BE SUBMITTED IN THE TENDER BOX</b>					
The bid box is open during office hours:					
Monday – Thursday: 8am – 4pm					
Friday: 8am – 3pm					
<b>NOTE!</b>					
THE RELEVANT AUTHORITY MUST SIGN IN FULL WHERE REQUIRED AND INITIAL ALL PAGES OF THE SBD FORMS					
<b>BIDS MUST BE SUBMITTED AS 1 ORIGINAL, ELECTRONIC COPY (USB), 1 COPY AND EMAIL PROPOSAL TO <a href="mailto:Tenders@serviceseta.org.za">Tenders@serviceseta.org.za</a> IN A ZIPPED FILE UP TO A MAXIMUM SIZE OF 100MB, EACH MARKED AS SUCH.</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>					
<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>					
CONTACT PERSON	Conny Mathebula		CONTACT PERSON	Sibusiso Mabaso	
TELEPHONE NUMBER	(011) 276 9621		TELEPHONE NUMBER	(011) 276 9734	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:tenders@serviceseta.org.za">tenders@serviceseta.org.za</a>		E-MAIL ADDRESS	<a href="mailto:SibusisoMA@serviceseta.org.za">SibusisoMA@serviceseta.org.za</a>	
<b>SUPPLIER INFORMATION</b>					
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

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

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

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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.”

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

(Professional Services)

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

<b>Entity name</b>		
<b>Total value</b>		

In order to compare process, bidders must indicate their prices on the basis of the following:

Deliverables	Quantity	Amount (Exclusive VAT)
ICT Transitional Plan for 3 months	Once Off	
ICT Service Delivery Management	Monthly	
ICT Enterprise Architecture	Monthly	
ICT Governance, Risk, Compliance and Audit	Monthly	
ICT Project, Vendor and Contract Management	Monthly	
ICT Technology Operations	Monthly	
ICT Security Operations	Monthly	
ICT Service Management	Monthly	
ICT Administration	Monthly	
<ul style="list-style-type: none"> <li>Other cost (if any) provide clear breakdown<sup>1</sup></li> </ul>		
Vat 15 %		
Total (including all other applicable charges)		

**Please Note the following:**

- Services provided must reflect prices in accordance with the terms of reference;
- Bidders are also advised to indicate a total cost breakdown for this assignment;
- Own pricing schedule can be compiled to cover costs as per terms of reference;
- Bidders must clearly state the contract renewal and termination with steps of the termination process clearly identified.

1. It must be noted that the bid will NOT necessarily be concluded in terms of total price and/or rates only due to the high technical and functional requirements.

2. Total bid price (incl of all applicable taxes and skills development) R.....

3. Period required for commencement with project after acceptance of bid.....

4. Are the rates quoted firm for the full period of contract? **Yes or No**

5. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

All applicable taxes” includes value- added tax, pay as you earn, income tax, Unemployment Insurance fund contributions and skills development levies.

**Any enquiries regarding bidding procedures may be directed to the following members in writing.**

**Supply Chain Management**

Email: [tenders@serviceseta.org.za](mailto:tenders@serviceseta.org.za)

**Or for technical information –**

Email: [SibusisoMA@serviceseta.org.za](mailto:SibusisoMA@serviceseta.org.za)



**1. PURPOSE OF THE FORM**

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.

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 interest<sup>1</sup> 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.

Full Name	Identity Number	Name of State institution

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**

\_\_\_\_\_

<sup>1</sup> 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.

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;
- 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 consortium<sup>2</sup> 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.
- 3.4 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.
- 3.5 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

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<sup>2</sup> 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.

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	90	80
SPECIFIC GOALS	10	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People Ownership	3	6		
Woman Ownership	3	6		
Youth Ownership	2.5	5		
Disability Ownership	0,5	1		
Skills Transfer and Development	1	2		
<b>Total</b>	<b>10</b>	<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....



**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)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... 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;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder’s Disclosure form;
    - 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	.....
~	

**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 number .....dated.....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.

APPOINTMENT OF AN ICT INFRASTRUCTURE AND APPLICATION SYSTEMS SUPPORT AND MAINTENANCE PARTNER .	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

~

## 6. AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority **by attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

**An example for a company is shown below:**

“ By resolution of the board of directors passed on \_\_\_\_\_ 20 \_\_\_\_\_

Mr \_\_\_\_\_ has been duly authorized to sign all

documents in connection with the Tender for Contract \_\_\_\_\_

No \_\_\_\_\_ and any Contract, which may arise there from on behalf of

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

AS WITNESSES: 1 \_\_\_\_\_

2 \_\_\_\_\_

## 7. TERMS OF REFERENCE / SPECIFICATIONS

### PURPOSE OF THIS PROJECT

#### APPOINTMENT OF AN ICT INFRASTRUCTURE AND APPLICATION SYSTEMS SUPPORT AND MAINTENANCE PARTNER

### INTRODUCTION AND OVERALL OBJECTIVES

The Services Sector Education and Training Authority (SSETA) was established and registered in March 2000 in terms of the Skills Development Act of 1998. The SETA aims to provide for the skills development needs of the services sector through the bursary awards and implementation of learnerships, disbursement of grants and monitoring of education and training.

The Services Sector Education and Training Authority (SSETA) hereby invites all suitably qualified Service Provider to submit their bid responses demonstrating their capabilities and competencies in the provisioning of ICT Infrastructure and Application Systems Support. The approved ICT Strategy seeks to a) Automate all manual work flow processes; b) Standardisation, Consolidation of legacy and current ICT systems; c) Build and ensure a sustainable optimised, integrated system platforms; d) Improved digitisation of business processes and increased collaboration within the organization; f) Zero tolerance to ICT security incident breaches; e) A customer centric approach that ensures an **Improved user experience** with a heavy focus on customer satisfaction of the Services SETA business units.

Additionally, the ICT strategy seeks to ensure that business continuity is not compromised, security management of the entire ICT landscape is improved, and all risks are clearly identified, mitigated against, and well managed. The successful service provider is expected to provide support and maintenance for an uninterrupted minimum period of a 5 years, subject to ongoing performance reviews as determined by the agreed MSLA. However, the contract will be terminated immediately if the ongoing performance reviews are unsuccessful.

## 2. BACKGROUND

Based at the Service SETA Head Office in Parktown, Johannesburg, ICT Department operates an

outsourced model to support the ICT operations of the organization nationwide. Historically, the support and maintenance contract of the ICT Infrastructure and ICT Applications System were separated as a result 2 separate Service Providers were contracted for the deliverables. Due to unforeseen operational challenges experienced, ICT Executive Management has resolved to consolidate the ICT Services (Infrastructure and Applications Support and Maintenance) into a single contract.

The ICT Strategy Implementation Plan speaks to the development of a SSIIMS (i.e., Services SETA Integrated Information Management Systems) Roadmap as part of its turnaround strategy to improve the organization's operational efficiencies and effectiveness. The SSIIMS program is premised on the organizational needs to automate and integrate its entire ICT systems environment that supports the business. The program is currently in its second year of implementation and requires a Service Provider who has an extensive and verifiable experience in driving digital turn-around strategies in both private and public institutions.

The successful Service Provider will be expected to embrace and support the SSIIMS program by providing the suitably qualified individuals who will provide necessary ongoing support and maintenance. It is also prudent to highlight that the successfully appointed service provide will be expected to absorb the current resources that are providing support to Service SETA ICT Department. Although not a mandatory requirement, it is advised that the successfully appointed service provider should consider adopting the current professional resources. The recommendation will ensure that there is continuity with minimum or no disruptions to business operations being experienced. Individual monthly budgetary cost of these resources is available upon request.

- **Services SETA Offices and their Staff Compliment**

Office Description	Physical Address	No. of Staff
Head Office	15 Sherborne Road, Parktown, Johannesburg	300
Eastern Cape: Port Elizabeth	East Cape Midlands College, Brickfields Campus, Brickfields Road, Uitenhage, Port Elizabeth	10
Eastern Cape: East London	Buffalo City TVET College, 17 King Street, Southernwood, East London	10
Free State	5 Motheo TVET College, Hillside View Campus, Lebona Motsoeneng Street, Bloemfontein	10
Western Cape	Cape Town False Bay TVET College, Westlake Drive, CapeTown	10
KZN	73 Ramsay Avenue, Musgrave, Durban	10
Mpumalanga	37 Brown Street, 4 <sup>th</sup> Floor, Mid City Building, Nelspruit	10
Limpopo	7 Capricorn TVET College Central Office, 16 Market Street, Bendor, Polokwane	10
Northern Cape	36a Sidney Street CBD, Kimberley	10
North West	74 Boom street Klerksdorp	10

### 3. SCOPE OF WORK/ DELIVERABLE

- Deliverables: ICT Infrastructure and Application Support and Maintenance Professional Services

<b>PERFORMANCE</b>	<b>ICT INFRASTRUCTURE AND APPLICATIONS SUPPORT AND MAINTENANCE</b>
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AREA	PROFESSIONAL SERVICES					
<b>ICT Service Delivery Management</b>	<b>ICT Service Delivery Management</b>					
	<p>Professional resources provided must be guided by best practice principles and standards supported by relevant skillsets, experience, and certifications in relevant ICT areas of expertise stated herein below</p> <p>The objective of the ICT Service Delivery Management scope of work is to achieve the following:</p> <p>To provide accountability to the ICT infrastructure and applications support and maintenance program, project, and people management. The role owner guarantees quality assurance, delivery of all deliverables in the scope of work below, as stipulated within the master service level agreement of this contract and all ICT service provider's contracts and their SLAs are aligned to the ICT strategy and its implementation plan, the role owner is also part of the leadership of the team below, monthly consolidated reporting to the Senior Manager ICT, and Executive Manager: Corporate Services and high level quarterly reporting to the ICT Steering Committee on the key performance areas below:</p> <ul style="list-style-type: none"> <li>- ICT Service Portfolio Management</li> <li>- ICT Enterprise Architecture</li> <li>- ICT Governance, Risk, Compliance and Audit</li> <li>- ICT Project, Vendor and Contract Management</li> <li>- ICT Technology Operations</li> <li>- ICT Security Operations</li> <li>- ICT Service Management</li> <li>- ICT Hardware and Software Procurement Management</li> <li>- ICT Administration</li> <li>- Internal and External Stakeholder Liaisons</li> <li>- Business Continuity</li> </ul>					
<b>ICT Enterprise Architecture</b>	<b>ICT Enterprise Architecture</b>					
	<p><b>Scope of Work</b></p> <p>The documentation of the AS IS and the formulation of the To Be ICT EA will be guided by TOGAF Architecture Development Method Phases, as articulated in the Government-Wide Enterprise Architecture (GWEA) Framework, by use of recommended tools. Professional resources provided must be guided by best practice principles and standards supported by relevant skillsets, experience, and certifications in TOGAF 9.</p> <table border="1" style="width: 100%; margin-top: 20px;"> <thead> <tr> <th style="width: 50%;">Domain</th> <th style="width: 50%;">Deliverable</th> </tr> </thead> <tbody> <tr> <td>Business Architecture</td> <td> <ul style="list-style-type: none"> <li>• Organisational Structure Model</li> <li>• Business Function/Service Model</li> <li>• Business Information Model</li> <li>• Business Process Model</li> <li>• Business Architecture Viewpoints</li> <li>• Business Architecture Roadmap</li> </ul> </td> </tr> <tr> <td>Application Architecture</td> <td> <ul style="list-style-type: none"> <li>• Application Reference Model</li> <li>• Application Distribution Model</li> <li>• Application Stakeholder Model</li> </ul> </td> </tr> </tbody> </table>	Domain	Deliverable	Business Architecture	<ul style="list-style-type: none"> <li>• Organisational Structure Model</li> <li>• Business Function/Service Model</li> <li>• Business Information Model</li> <li>• Business Process Model</li> <li>• Business Architecture Viewpoints</li> <li>• Business Architecture Roadmap</li> </ul>	Application Architecture
Domain	Deliverable					
Business Architecture	<ul style="list-style-type: none"> <li>• Organisational Structure Model</li> <li>• Business Function/Service Model</li> <li>• Business Information Model</li> <li>• Business Process Model</li> <li>• Business Architecture Viewpoints</li> <li>• Business Architecture Roadmap</li> </ul>					
Application Architecture	<ul style="list-style-type: none"> <li>• Application Reference Model</li> <li>• Application Distribution Model</li> <li>• Application Stakeholder Model</li> </ul>					

		<ul style="list-style-type: none"> <li>• Application Architecture Viewpoints</li> <li>• Application Architecture Roadmap</li> </ul>
	Data Architecture	<ul style="list-style-type: none"> <li>• Data Reference Model</li> <li>• Data Security Model</li> <li>• Data-Application Model</li> <li>• Data Architecture Viewpoints</li> <li>• Data Architecture Roadmap</li> </ul>
	Technology Architecture	<ul style="list-style-type: none"> <li>• Technology Reference Model</li> <li>• Technology/Network Distribution Model</li> <li>• Technology Platform Model</li> <li>• Technology Architecture Viewpoints</li> <li>• Technology Architecture Roadmap</li> <li>• Migration strategy from the As IS to the To Be Enterprise Architecture.</li> <li>• Architectural Change Management processes.</li> </ul>

The objective of the Enterprise Architecture scope of work is to achieve the following:

- To ensure the execution of the ICT strategy, its vision, and direction is aligned to Services SETA business strategy and mission and vision.
  - Effective integration: Using enterprise and solution architects on key projects to implement the EA thinking while also learning and improving the EA thinking in response to lessons learnt, to create a more effective EA capability.
  - Predictable and sustainable ICT solutions delivery through emerging technologies.
  - Faster ICT response to changes in business strategy, tactics, and operational processes.
  - Predictable and intended impact of change and effective risk management.
  - Improve on ICT foundational platforms and components (datacenter cloud transformation, enterprise connectivity and mobility, secure and resilient cyber practices, data driven enterprise, and digitally transforming the business through 4IR and A.I driven technologies for efficient business processes)
  - Enterprise Architecture (EA) should conduct workshops to complete groundwork necessary to help Project Management Office (PMO) assess projects against the business strategy Transcend the EA project to Project Management Office (PMO) for better execution and alignment overall strategy and objectives.
- **Reporting Requirement.**
    - Monthly & Quarterly progress updates, key challenges, constraints, and recommendations
    - Provide a top-down bird-eye view of an organisation. These processes are to show the current collection of related business activities within specific business functions.



	<ul style="list-style-type: none"> <li>- Provide to the To-Be Business Architecture, Applications Architecture, Data Architecture and Technology Architecture.</li> <li>- Documentation of the As-Is Applications Landscape, the categorizations and groupings will depend on the As Is business process framework adopted for creating the To Be business process architecture.</li> <li>-</li> </ul>	
<b>ICT Governance, Risk, Compliance and Audit</b>	<b>ICT Governance, Risk, Compliance and Audit</b>	
	Professional resources provided must be guided by best practice principles and standards supported by relevant skillsets, experience, and certifications in COBIT 5 2019 principles that will form the basis of good-practices and framework for benchmarking IT Governance	
	<ul style="list-style-type: none"> <li>- ICT Policies Annual Reviews, Formulations and Creations</li> <li>- Develop and Implement applicable Services SETA Standard Operating Procedures informed by approved ICT Policies governed by international standards and best practices.</li> <li>- Compliance with Services SETA policies and procedures. This entails adherence to regulatory guidelines.</li> <li>- Respond to audit follow up reports on ITGCR and ITNSR over the entire course of a compliance audit process.</li> <li>- Respond and contribute to ICT Risk Register, risk management and mitigation procedures.</li> <li>- Maintain working relations with ORCO, Internal and External auditors for compliance checklists, guidelines, and the scope of the audit review.</li> <li>- Manage all Services SETA application systems landscape audit logs for review, trails, user access controls, ICT security logs, patches, backups, enhancements, and robust change management processes, in preparations for audit.</li> <li>- Engage with internal auditors with inputs that will feed into the organisation's level of compliance adherence, any violations, and suggestions for improvement. e.g., in all UATs of general controls or web application security of applications or their enhancements.</li> <li>- Monthly progress updates on remediations and mitigations of audit findings, key challenges, constraints, and recommendations</li> <li>- Monthly reviewing of all applications identity management audit logs, user trails, active directory, user access controls, ICT security system events logs, system patches, backups, telecommunications, and firewall reports</li> <li>- <b>Reporting Requirement.</b> (Reporting template will be provided)</li> <li>- Monthly &amp; Quarterly ICT Governance, Risk, Compliance and Audit Report</li> </ul>	
<b>ICT Project, Vendor and</b>	<b>ICT Project, Vendor and Contract Management</b>	
	Professional resources provided must be guided by best practice principles and standards supported by relevant skillsets, experience, and certifications in either PRINCE2, PMBOK and AGILE methodologies and approach	
	<ul style="list-style-type: none"> <li>• Project Management of all ICT Projects</li> <li>• Performance Management of all ICT Vendors</li> <li>• Contract Management of all ICT Service Providers</li> <li>• SLA Managed Services Schedules Supervision</li> <li>• ICT Licenses Management</li> </ul>	<ul style="list-style-type: none"> <li>- Microsoft Enterprise Agreement</li> <li>- Telecommunications SDWAN Services</li> <li>- Telecommunications RT15 and APN Mobile Data Services</li> <li>- RT3 Printing Services</li> <li>- ICT Enterprise Security Managed Services</li> <li>- ICT Monitoring Tools Managed</li> </ul>

<b>Contract Management</b>	<ul style="list-style-type: none"> <li>• ICT Subscription Services Management</li> <li>• Provide all Key Liaisons with key account managers, Project Managers and Technical Managers</li> <li>• Arrange and conduct Monthly SLA Review Meetings</li> <li>• Arrange and Conduct All Project Management Meetings</li> <li>• Vendor Performance Management Reports</li> <li>• Provide Monthly Consolidated, Reviewed Summarised Reports on all Managed Services and Projects.</li>   <li>• <b>Reporting Requirement</b> (Reporting template will be provided) <ul style="list-style-type: none"> <li>- Monthly &amp; Quarterly ICT Project, Vendor and Contract Management Report</li> </ul> </li> </ul>	Services <ul style="list-style-type: none"> <li>- Advanced Email Security and Archiving Managed Services</li> <li>- Back Ups, Replication and DRaaS Managed Services</li> <li>- ESS and Payroll Management Services</li> <li>- Cybersecurity Awareness Managed Services</li> <li>- ICT Hardware Equipment and Software Managed Services</li> <li>- Projects under ICT Infrastructure and Applications Panel of Service Providers</li> <li>- Enterprise Risk Management Services</li> <li>- Enterprise Resource Planning Managed Services</li> </ul>
	<b>ICT Technological Architecture Infrastructure</b>	
	Professional resources provided must be guided by best practice principles and standards supported by relevant skillsets, experience and certifications in Microsoft Systems, Telecommunications, and Networking.	
<b>ICT Technology</b>	<ul style="list-style-type: none"> <li>• <b>On Prem Data Centre Schedule of Equipment.</b></li> </ul> <p>Equipment covered are listed below. Below is by no means an exhaustive list but it provides an indication of equipment to be supported (To be agreed and signed off by both Services SETA and the service provider) quantities might be increased and replaced as and when required:</p> <ul style="list-style-type: none"> <li>- HP DL 380 G9 &amp; G10 Servers</li> <li>- HPE Store Once</li> <li>- HPE One View</li> <li>- HPe Aruba Campus Core Switch</li> <li>- HPE Aruba Applications Suite</li> <li>- HPe Aruba Network Switches</li> <li>- HPE Aruba Wi-Fi Access Points and Wi-Fi Controller</li> </ul> <p>Operating Systems Software covered are as listed below:</p> <ul style="list-style-type: none"> <li>- Hyper-V Windows Server 2019</li> <li>- Windows Server 2008 R2 – 2022</li> <li>- MS SQL 2012-2022</li> <li>- Domain Controllers 2019 Active Directory</li> </ul> <ul style="list-style-type: none"> <li>• <b>Microsoft Cloud Schedule of Azure Enterprise Resources and M365 Resources</b></li> </ul>	

	<ul style="list-style-type: none"> <li>- Services SETA Azure Tenancy Administration, Maintenance and Support</li> <li>- Azure Cloud Native App Resources</li> <li>- Azure VMs Windows Server 2019-2022</li> <li>- MS SQL and Azure SQL</li> <li>- Azure Active Directory</li> <li>- Azure Identity Management</li> <li>- Microsoft M365 Security and Administration</li> <li>- Online 365 Exchange, SharePoint, OneDrive, and Teams</li> <li>• <b>Telecommunications</b> <ul style="list-style-type: none"> <li>- Nationwide SDWAN and Related Services (VPN, DNS, DIA, and WAN) Management and Support</li> <li>- Nationwide Mobile Data APN Management and Support</li> <li>- SDWAN FortiGate Firewalls Management and Support</li> <li>- Nationwide Hosted Unified Telephony Solution Management and Support</li> <li>- Organisational Contact Centre Management and Support</li> <li>- Organisational Telephony System Management and Support</li> <li>- Video Conferencing, Media Projections and Collaborations Management and Support</li> <li>- Nationwide IP Access Control and IPCCTV System Management and Support</li> </ul> </li> <li>• <b>Environment Management</b> <ul style="list-style-type: none"> <li>- Data Centre, Patch Rooms, and UPS rooms management</li> <li>- Uninterruptible Power Supply Systems management</li> <li>- HVAC Cooling Systems management</li> <li>- Fire Suppression Systems management</li> </ul> </li> <li>• <b>Direct Level 1 and 2 Support and Maintenance</b></li> <li>• <b>Liaison with and Facilitation of Level 3 Support and Maintenance Support Requirements</b> <ul style="list-style-type: none"> <li>- 24/7 presence for notifications, alerts, and responsiveness to the Disaster Recovery Plan, high priority incidents and the Building Management System</li> <li>- 1 hour's response time to provide onsite, remote, and telephonic support for service request resolution.</li> <li>- 1 hour's response time to provide remote and next business day for onsite provincial office support.</li> </ul> </li> <li>• <b>Reporting Requirement</b> <ul style="list-style-type: none"> <li>- Monthly &amp; Quarterly ICT Infrastructure Report (Reporting template will be provided)</li> </ul> </li> </ul>
	<p style="text-align: center;"><b>Applications</b></p> <p>Professional resources provided must be guided by best practice principles and standards supported by relevant skillsets, experience, and certifications in Application Coding Languages below, Business &amp; Process Analysis, Application</p>

<p><b>ICT Technology (ctd)</b></p>	<p>Development, Microsoft Azure DevOps, Applications Integration and Data Science, Engineering and Analytics of Be Spoke and Commercial of-the-Shelf (COTS) Applications.</p> <ol style="list-style-type: none"> <li>1. Application Support and Maintenance Level 1,2 and Liaison with and Facilitation of Level 3 Support and Maintenance <ul style="list-style-type: none"> <li>- Be Spoke applications– (Ad Hoc and Change Requests)</li> <li>- COTS Applications</li> <li>- Azure Enterprise Resources (Cloud Native Apps or VMs) and On-Premise Windows Server</li> <li>- Azure SQL, MySQL, and MS SQL (and other forms of SQLs listed in table below)</li> <li>- Azure DevOps Level 1 and 2</li> </ul> </li> <li>2. Applications Security <ul style="list-style-type: none"> <li>- Secure developed Bespoke application codes and their data – current applications, standardisation, system enhancements, integrations, and module developments</li> <li>- Develop, add, and test security features within applications to prevent security vulnerabilities against threats unauthorized access and modification.</li> </ul> </li> <li>3. Application Developments <ul style="list-style-type: none"> <li>- Bespoke development of applications – current applications, standardisation, system enhancements, integrations, and module developments</li> <li>- New projects – driven by the dynamic Business Requirements.</li> <li>- Working with design and/or application architect teams to develop system blueprints,</li> <li>- Construction or development of applications or systems based on blueprints above and development standards,</li> <li>- Maintaining a working relationship with architects (EAs), process analysts, and business analysts throughout the SDLC, and</li> <li>- Support the business analysts throughout the user acceptance testing process.</li> </ul> </li> <li>4. Enterprise Applications Integration <ul style="list-style-type: none"> <li>- Constricting software code based on business use cases, business requirements and SSETA application development standards,</li> <li>- Maintaining relations with EAs, business process owners, process analysts and developers in guiding solution designs and architecting.</li> <li>- Identifying key points of interactions at process and application levels to development optimal integration requirements,</li> <li>- Considering various integration design considerations based on interactions with stakeholder business and technical teams.</li> </ul> </li> <li>5. Business Analysis <ul style="list-style-type: none"> <li>- Bespoke development of applications – current applications, standardisation, system enhancements, integrations, and module developments</li> <li>- New projects – coordinate business analysis activities driven by the dynamic Business Requirements</li> <li>- Serving as a bridge between business, process, and technology teams during the system SDLC,</li> <li>- Conducting and leading JAD session with various SSETA stakeholders,</li> <li>- Documenting and reviewing business requirements (i.e., user stories), systems change requests/enhancements,</li> <li>- Engaging with SSETA business stakeholders to review business processes</li> </ul> </li> </ol>
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flows,

- Working with business stakeholders to identify areas of processes improvements,
- Re-engineering business processes based on improvements required to determine and document “to-be” process landscape(s),
- Engaging with business analysts and technology teams in solution crafting to enable the “to-be” process landscape(s), and
- Coordinating and administering user acceptance testing
- Provision of training as and when requested or ad-hoc basis.
- Provision for training of Internal, and External Stakeholders on Application Systems on a need basis

6. Applications Migration

- Migrations of Bespoke and COTS applications from unsupported to supported environments – current applications, coding and SQL databases standardization and migration, system enhancements, integrations, and module developments.
- New projects – driven by the dynamic Business Requirements.

7. Data Management

- Building enterprise-wide and application specific data models,
- Assisting business and technical applications teams with all data related items as they apply to various systems,
- Lead all data cleansing, migrations, optimization, and re-engineering and reuse of efforts.
- Be data champion with whom all data stewards and functionaries across SSETA consults with

8. Project Management

- Bespoke development of applications – current applications, standardisation, system enhancements, integrations, and module developments
- New projects – aligned with the ICT Strategy Implementation Plan and the Project Management Office.

9. Enterprise Architecture (EA) Review

- Coordinate and support the ICT EA AS-IS review and implementation of the TO-BE EA.
- Engaging the SSETA business model, associated strategic and operational material with the aim of conceptualizing required EA use case and stories,
- Maintaining relationships with business stakeholders and technical teams to always ensure architectural conformance and compliance,
- Guiding applications, data, and integration teams in specific domain designs, and
- Leading engagements that develop EA material across SSETA and maintaining the EA repository

10. ICT Governance, policies, and strategy

- ICT Audit General Controls Review, ICT Web Application Security Review,
- Provide support for the development of ICT policies and standard operating procedures for application portfolio management.
- Enforcement of the Software Development Life Cycle Policy
- Implementation of the ICT Strategy.

### Services SETA Applications Landscape

Name	Tech Stack/Framework	Database
Learner Information Management System (LMIS)	<ul style="list-style-type: none"> <li>ASP.net (HTML views)</li> <li>C# (Controller/Business Logic)</li> </ul>	Azure MS SQL 2019
eLearning Management System (eLMS)	<ul style="list-style-type: none"> <li>COTS</li> <li>(C# &amp; JavaScript)</li> <li>Azure Native App Service</li> </ul>	Azure My SQL
Remote Monitoring System (RMS)	<ul style="list-style-type: none"> <li>C# (DevExpress)</li> </ul>	MS SQL
Bursary Management System (BMS)	<ul style="list-style-type: none"> <li>TBA</li> </ul>	TBA
Stakeholder Communication System (SCS)	<ul style="list-style-type: none"> <li>Angular</li> <li>Tom Cat</li> </ul>	MongoDB
Contract Management System (CMS)	<ul style="list-style-type: none"> <li>PHP (Code Igniter)</li> </ul>	MS SQL 2014
Invoice Management System (IMS)	<ul style="list-style-type: none"> <li>Angular x 2,</li> <li>C#,</li> <li>Python,</li> </ul>	MongoDB
Services SETA Website	<ul style="list-style-type: none"> <li>Azure Native App Service</li> <li>PHP</li> <li>Word Press</li> </ul>	Azure My SQL
Discretionary Grant (DG) Portal	<ul style="list-style-type: none"> <li>PHP</li> </ul>	MySQL 80
SMME Project Management Portal	<ul style="list-style-type: none"> <li>ASP.net</li> <li>C#</li> </ul>	MariaDB
MS AX Dynamics (ERP)	<ul style="list-style-type: none"> <li>COTS</li> </ul>	MS SQL 2014
Sage: Payroll & ESS	<ul style="list-style-type: none"> <li>COTS</li> </ul>	MS SQL 2019
Exclaim (ERM)	<ul style="list-style-type: none"> <li>COTS</li> </ul>	MS SQL 2019

- Application governance documentation
- Mapping of business processes,
- Drawing of business requirements specifications for new applications and enhancements

	<ul style="list-style-type: none"> <li>- Conduct JAD Sessions</li> <li>- Applications User Acceptance Testing and Training</li> <li>- Structure and define the business scope of a project,</li> <li>- Produce business impact analysis, identify business solutions.</li> <li>- Conduct research on new innovative solutions.</li> <li>- Manage external and internal stakeholder requirements and resolution of customer service requests.</li> <li>- Facilitate and implement applications software development project life cycles.</li> </ul> <ul style="list-style-type: none"> <li>• <b>Layer 1 Support Requirement</b></li> <li>• 1 hour's response time to provide onsite, remote, and telephonic support for service request resolution.</li> <li>• 1 hour's response time to provide remote and next business day for onsite provincial office support.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Reporting Requirement</b></li> <li>- Monthly &amp; Quarterly ICT Applications Report (Reporting template will be provided)</li> </ul>
<b>ICT Security and Operations</b>	<b>Information Security Management Systems</b>
	<p>Professional resources provided must be guided by best practice principles and standards supported by relevant skillsets, experience, and certifications in Information Security Management Systems</p> <ul style="list-style-type: none"> <li>• <b>Back Ups and Replication</b> <ul style="list-style-type: none"> <li>- Disaster Recovery Plan (DRP), Disaster Recovery as a Service (DRaaS), Back Ups and Recovery SOPs Annual Review alignment to Business Continuity Plan (BCP).</li> <li>- Management of daily local, Microsoft O365 and Azure Resources, incremental backups, and replication as per SOP</li> <li>- Management of weekly, monthly offsite S3 bucket repository, O365 and Azure backups and replication</li> <li>- Enforcement, Activation and Management of Disaster Recovery as a Service Secondary (DRaaS) Data Centre as defined by the DRP and aligned to the BCP.</li> <li>- Management of Annual (DRaaS) Partial and Full Channel Test as defined by the DRP.</li> <li>- Conduct and management of Periodic Testing of Restores as defined by the DRP.</li> <li>- Conduct and management of on demand restores and systems recovery.</li> </ul> </li> <li>• <b>Management of ICT Enterprise Information Security Systems</b> <ul style="list-style-type: none"> <li>- Trend Micro Enterprise Security Application Suite (Vision One, Cloud One, Apex One, Cloud App, CNAP, DDI and Tipping Point)</li> <li>- Microsoft E5 Security and Compliance</li> <li>- Mimecast M2A Advanced Email Security and Archiving Gateway</li> <li>- Manage Engine Enterprise Application Suite</li> <li>- ICT Incident Layer 1 Management Response and Mitigation in liaison with L2 and L3 MSPs.</li> <li>- Daily and Monthly FortiGate Firewalls Logs Review</li> <li>- Weekly Nessus Network Security Vulnerability Assessment, Mitigation and Remediation</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>- Weekly Acunetix Web Application Security Vulnerability Assessments, Mitigation and Remediation</li> <li>- Weekly Patch Management as defined by the Patch Management Policy</li> <li>• <b>ICT Audit General Controls and Network Security Review</b> <ul style="list-style-type: none"> <li>- Mitigation and Remediation</li> <li>- Management Responses, Comments and Commitments</li> <li>- ICT Audit Meetings</li> </ul> </li> <li>• <b>Layer 1 Support Requirement</b> <ul style="list-style-type: none"> <li>- 24/7 presence for notifications, alerts, and responsiveness to and from the L2 and L3.</li> <li>- 1 hour's response time to provide onsite, remote, and telephonic support for service request resolution.</li> <li>- 1 hour's response time to provide remote and next business day for onsite provincial office support.</li> </ul> </li> <li>• <b>Reporting Requirement</b> <ul style="list-style-type: none"> <li>- Monthly &amp; Quarterly ICT Security Report (Reporting template will be provided)</li> </ul> </li> </ul>
<b>ICT SERVICE DESK</b>	
<b>ICT Service Management</b>	<p>Professional resources provided must be guided by best practice principles and standards supported by relevant skillsets, experience, and certifications in ITIL 4 practices as a methodology and approach for ICTSM's consolidated HelpDesk for ICT Applications and Infrastructure Service Requests</p> <ul style="list-style-type: none"> <li>• <b>Help Desk (as guided by the Incident Management Policy)</b> <ul style="list-style-type: none"> <li>- Incident Logging</li> <li>- Incident Management</li> <li>- Problem Management</li> <li>- Configuration Management</li> <li>- Release Management</li> <li>- Change Management</li> <li>- Provision of a centralised point of contact which will be via an incident management system which logs a reference ticket in email response, telephonic follow up, remotely or physically resolution of requests.</li> <li>- All service desk requests and/or logs shall be maintained, to provide detailed reports at the end of the month.</li> <li>- Assignment of request to applications and infrastructure technical help desk technicians</li> <li>- Management of daily support requests, speedy resolutions of faults and adherence and enforcement of SLA performance framework and service delivery</li> <li>- Adherences and enforcement policies and procedures for delivery of end-user support. Include recording procedures, test fixes and follow-ups.</li> <li>- Study end-user support tools and systems currently in place at the Services SETA and make recommendations for enhancements or reconstructions.</li> <li>- Build / Enhance Systems in line with approved recommendations above.</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>- Monitor, Control and Report on End-User Support Activities. Include user satisfaction surveys.</li> <li>- Perform services reviews with Services SETA ICT Department.</li> <li>- Provide Reports for internal and external stakeholders as it be required and requested by Services SETA respective Departments.</li> </ul> <ul style="list-style-type: none"> <li>• <b>ICT End User Equipment Support and Maintenance</b> <ul style="list-style-type: none"> <li>- Management and Maintenance of the ICT Asset Register</li> <li>- Management and Maintenance of ICT Equipment Inventory</li> <li>- ICT Storeroom Management</li> <li>- Distribution of ICT Equipment and Accessories</li> <li>- Conduct applicable repairs and facilitate off site of ICT Equipment Repairs</li> <li>- Deployments, Roll Outs and Patching of Approved ICT Applications, ICT Security and Operating Systems on Endpoints</li> <li>- Printers and End User Peripheral hardware and accessories</li> <li>- ICT Equipment Incident Management</li> <li>- ICT Equipment Problem Management</li> <li>- ICT Equipment Change Management</li> <li>- ICT Equipment Configuration Management</li> <li>- ICT Equipment Release Management</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• <b>Layer 1 Support Requirement</b> <ul style="list-style-type: none"> <li>- 24/7 presence for high priority incidents reporting and service requests.</li> <li>- 1 hour's response time to provide onsite, remote, and telephonic support for service request resolution.</li> <li>- 1 hour's response time to provide remote and next business day for onsite provincial office support.</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• <b>Reporting Requirement</b> <ul style="list-style-type: none"> <li>- Monthly ICTSM Report (Reporting template will be provided)</li> <li>- Monthly ICT Asset Register and Asset Movement Report</li> </ul> </li> </ul>			
<b>ICT Hardware and Software Procurement (Ad-Hoc)</b>	<b>ICT Hardware and Software Replacement Procurement</b>			
	<p>To strategically support and ensure business continuity, a professional service is required, however guided by best practice principles and standards supported by relevant skillsets, experience, testimonials, and certifications of being either accredited HP or Dell and HPe services provider to facilitate the purchase and deployments of applications libraries, supply, delivery and installations of replacement ICT Hardware (laptops, desk printers, desktops, local area network switches, wi-fi access points, network cabling, etc), related software, licenses and application libraries and other related IT equipment's accessories and maintenance.</p> <table border="1" data-bbox="523 1760 1345 1948"> <tr> <td>HP Laptop and Desktop Devices and Accessories</td> </tr> <tr> <td>Dell Laptop and Desktop Devices and Accessories</td> </tr> <tr> <td>HPe Aruba Network Switches, Networking Cabling, Network Devices, and accessories.</td> </tr> <tr> <td>Application Libraries</td> </tr> </table>	HP Laptop and Desktop Devices and Accessories	Dell Laptop and Desktop Devices and Accessories	HPe Aruba Network Switches, Networking Cabling, Network Devices, and accessories.
HP Laptop and Desktop Devices and Accessories				
Dell Laptop and Desktop Devices and Accessories				
HPe Aruba Network Switches, Networking Cabling, Network Devices, and accessories.				
Application Libraries				
	<p style="text-align: center;"><b>ICT Office Administration</b></p> <p>To strategically support and ensure business continuity, a professional service is</p>			

<b>ICT Office Administration</b>	required however guided by best practice principles and standards supported by relevant skillsets, experience, and certifications in ITIL 4 practices for ITSM to provide the departmental administrative duties of the Office of the Senior Manager ICT and Executive Manager: Corporate Services
	<ul style="list-style-type: none"> <li>• <b>Invoice Management</b> <ul style="list-style-type: none"> <li>- Processing of all ICT Invoices not limited to services listed under ICT Project, Vendor and Contract Management.</li> </ul> </li>   <li>• <b>ICT Documents Management</b> <ul style="list-style-type: none"> <li>- Internal and External Stakeholders Liaisons</li> <li>- Memorandums</li> <li>- Management and Maintenance of ICT Management Calendars</li> <li>- Venue Meeting Arrangements, Meeting Requests and Meetings Register</li> <li>- Meeting Minuting and Minutes Records Management</li> <li>- Projects Documentation Records Management</li> <li>- Monthly Reports Consolidation and Records Management</li> <li>- ICT Licenses, Subscriptions, Contracts and SLAs Records Management</li> <li>- Mitigation and Litigation Legal Requests and Liaisons</li> <li>- Procurement Terms of Reference and Specification Documents</li> </ul> </li> </ul>

#### 4. Technical Qualifications of the ICT Resource Requirements (Table.A)

Performance Area	Designated Role	Current Staff Compliment	Required Staff Compliment	Snr	Qualification	Jr	Qualification
ICT Service Delivery Management	Service Delivery Manager	1	1	1	Diploma or Degree in Comp Sc or Information Systems  Min 5 Years experience in and  applicable relevant certification in Service Delivery Management		
ICT Enterprise Architecture	Enterprise Architect Officer		1	1	Diploma or Degree in Comp Sc or Information Systems  Min 5 Years experience in and certification in Togaf Enterprise Architecture Framework		
ICT Governance, Risk, Compliance and Audit	GRSC Officer		1	1	Diploma or Degree in Comp Sc or Information Systems  Min 5 Years Internal Audit experience and  certification in COBIT framework/ CISA.		
ICT Project, Vendor and Contract Management	Project Management Officer		2	1	Diploma or Degree in Comp Sc or Information Systems  Min 5 Years Project Management experience and  certification in PMBOK/AGILE/PRINCE2	1	Diploma in Project Management  Min 3 Years Project Management experience and  certification in PMBOK/AGILE/PRINCE2
ICT Technology	Telecommunications and Networks Officer	1	1	1	Diploma or Degree in Comp Sc or Information Systems or Electronics Engineering  Min 5 Years IT Network experience and  certification in CCNA/COMPTIA Network Operations/ARUBA Networks		
	DevOps Officer		3	2	Diploma/BTech/Degree in: Computer Science/ Information Technology Information Systems/ Electronics Engineering.  Min 5 Years DevOps experience  Industry qualifications  Python development certification ,Java/.NET	1	Diploma/BTech/Degree in: Computer Science/ Information Technology Information Systems/ Electronics Engineering.  Min 3 Years DevOps experience  Industry qualifications  Python development certification , Java/.NET

					development framework certification or equivalent.  Microsoft Certified: <b>Azure</b> Administrator Associate, Microsoft Certified: <b>Azure</b> Developer Associate certification. Python development certification  MS SQL is an essential certification, MongoDB is an advantage.  Min 5 years' experience in any of the above listed domains is recommended.		development framework certification or equivalent.  Microsoft Certified: <b>Azure</b> Administrator Associate, Microsoft Certified: <b>Azure</b> Developer Associate certification.  MS SQL is an essential certification, MongoDB is an advantage.  Min 3 years' experience in any of the above listed domains is recommended.
Systems Engineer	1	2	1	Diploma/BTech/Degree in:  Computer Science/ Information Technology Information Systems/ Electronics Engineering. Industry Qualifications i.e.  Microsoft: Certified Professional, Azure and M365 Security Administrator  Min 5 years' experience in any of the above listed domains	1	Diploma/BTech/Degree in:  Computer Science/ Information Technology Information Systems/ Electronics Engineering. Industry Qualifications i.e.  Microsoft: Certified Professional, Azure and M365 Security Administrator  Min 3 years' experience in any of the above listed domains	
Business & Process Analyst	1	3	2	Diploma/BTech/Degree in:  Computer Science Information Technology Information Systems Electronics Engineering Industrial Engineering Industry qualifications  Business Analysis Certificate. Min 5 years' experience in any of the above listed domains	1	Diploma/BTech/Degree in:  Computer Science Information Technology Information Systems Electronics Engineering Industrial Engineering Industry qualifications  Business Analysis Certificate. Min 3 years' experience in any of the above listed domains	
Data Management Specialist	1	1	1	Diploma/BTech/Degree in:  Computer Science Information Technology Information Systems Industry qualifications  Data management (BI, analytics, etc.) certification or equivalent.  Min 5 years' experience in the above domain.			

ICT Dev Security and Operations	Security Officer		2	1	Diploma/BTech/Degree in:  Computer Science/  Information Technology  Information Systems/  Electronics Engineering.  Industry, An ISO Security Certification will be an added advantage. Qualifications i.e.  Microsoft: Certified Professional, Azure and M365 Security Administrator  CISO/CISM/CISSP/CEH  Min 5 years' experience in any of the above listed domains	1	Diploma in:  Computer Science/  Information Technology  Information Systems/  Electronics Engineering.  Industry, Qualifications i.e.  Microsoft: Certified Professional, Azure and M365 Security Administrator  CISO/CISM/CISSP/CEH  Min 3 years' experience in any of the above listed domains
ICT Service Management	Service Desk Manager	1	2	1	Diploma or equivalent in:  Information Technology  Information Systems  Industry qualifications  ITIL, (Latest ITIL 4 would be an added advantage), Min 5 years' experience in the above domain.	1	Diploma or equivalent in:  Information Technology  Information Systems  Industry qualifications  ITIL, (Latest ITIL 4 would be an added advantage), Min 3 years' experience in the above domain.
	Desktop Technician	1	2	1	Diploma or equivalent in:  Computers Hardware/  Information Technology  Information Systems/  Electronics Engineering.  Min 5 years' experience in the above domain.	1	Diploma or equivalent in:  Computers Hardware/  Information Technology  Information Systems/  Electronics Engineering.  Min 3 years' experience in the above domain.
	Applications HelpDesk	2	4	2	Diploma or equivalent in  Information Technology  Knowledge of Learner Management Information Systems would be an added advantage.  Industry qualifications  ITIL, (Latest ITIL 4 would be an added advantage), Min 5 years' experience in the above domain.	2	Diploma or equivalent in  Information Technology  Knowledge of Learner Management Information Systems would be an added advantage.  ITIL, (Latest ITIL 4 would be an added advantage), Min 3 years' experience in the above domain.
ICT Office Administration	Office Administrator		1		Diploma or equivalent in:  Information Technology  Information Systems  Industry qualifications	1	

					<p>ITIL, (Latest ITIL 4 would be an added advantage),</p> <p>Office Administration and ICT Invoice Processing Qualification would be an added advantage.</p> <p>Min 3 years' experience in the above domain.</p>		
Total		9	26	16		10	

# 1. The ICT Helpdesk Process

Below is the current Services SETA ICT Helpdesk. Kindly propose a consolidated help desk process that takes into account a centralised helpdesk portal and incident logging system. Examples of the steps and/or activities in **Figure 1** below are summarised in the table that follows.

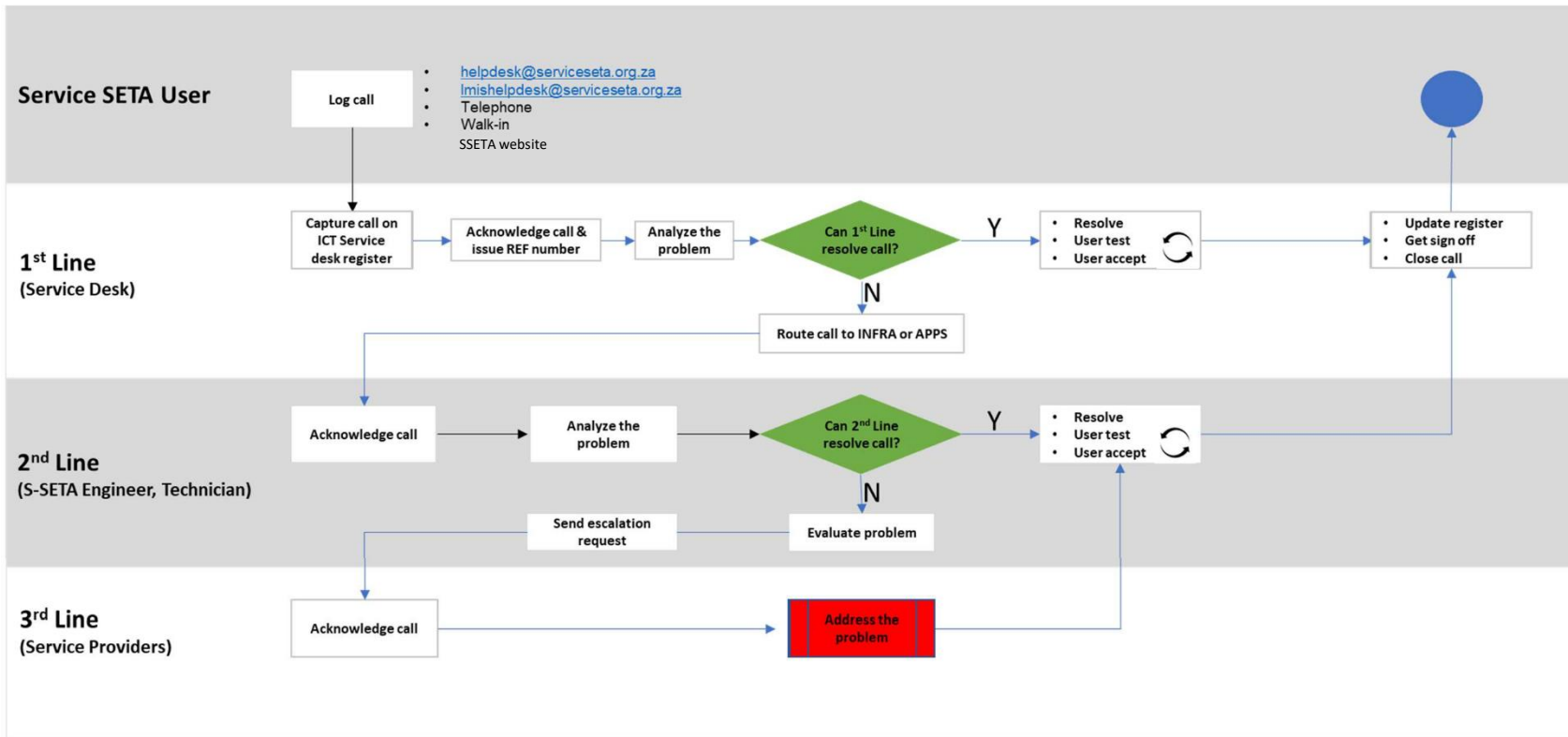


Figure 1: ICT Helpdesk process

The table below describes the activities in the process above.



## 2. The Overall ICT Support Process (For Information Purpose)

Below is the Services SETA ICT Helpdesk process that currently exist. Each of the steps and/or activities in **Figure 1** below are summarised in the table that follows.

The table below describes the activities in the process above.

Activity	Description	Responsible
a) Log call/request/incident	All calls, requests and incidents are logged with Services SETA Helpdesk through or via: <ul style="list-style-type: none"> <li>• Helpdesk email</li> <li>• Dedicated LMIS email</li> </ul>	<ul style="list-style-type: none"> <li>• Services SETA Helpdesk</li> </ul>
	<ul style="list-style-type: none"> <li>• Telephone</li> <li>• Walk-in</li> </ul>	
b) Capture call/request/incident on ICT Service Desk register	One logged, calls captured on the ICT Helpdesk call register.	<ul style="list-style-type: none"> <li>• Services SETA Helpdesk</li> </ul>
c) Acknowledge call receipt and issue reference/ticket number	<p>Once registered on the ICT Helpdesk register, each call is assigned a unique reference or ticket number.</p> <p>The reference number is first shared with party that logged the call for tracking purposes when an acknowledgement is sent. This number will be used downstream by all other parties associated with this ticket/call/request/incident.</p>	<ul style="list-style-type: none"> <li>• Services SETA Helpdesk</li> <li>• 1<sup>st</sup> Line Support</li> <li>• 2<sup>nd</sup> Line Support</li> <li>• 3<sup>rd</sup> Line Support</li> </ul>
d) Route call to ICT Infrastructure or Applications	Upon initial analysis, a ticket/call/request/incident may be routed to ICT Infrastructure or Applications Support team for resolution.	<ul style="list-style-type: none"> <li>• Services SETA Helpdesk</li> </ul>

	<b>NB:</b> These are tickets/calls/requests/incidents that Helpdesk can resolve and not necessarily forward or route further to ICT Infrastructure or Application team(s).	
e) Analyse a call, a request, or an incident	Once received by ICT Infrastructure or Applications Support team, the ticket/call/request/incident is further analysed to determine the best resolution option.	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> Line Support</li> <li>• 2<sup>nd</sup> Line Support</li> <li>• 3<sup>rd</sup> Line Support</li> </ul>
f) Escalate to third party	Call that cannot be resolved by Services SETA ICT teams are escalated to external service providers and other third parties for further resolution.	<ul style="list-style-type: none"> <li>• SM: ICT</li> <li>• 2<sup>nd</sup> Line Support</li> </ul>
g) Call resolution	Resolving a call involves: <ul style="list-style-type: none"> <li>• Making the requested change/modification,</li> <li>• Testing the change/modification, and</li> <li>• Planning with requesters for acceptance testing.</li> </ul>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> Line Support</li> <li>• 2<sup>nd</sup> Line Support</li> <li>• 3<sup>rd</sup> Line Support</li> </ul>
h) User testing and acceptance	This is where the original requester and all parties involved in the ticket/call/request/incident resolution provide final verdict of the outcome.	<ul style="list-style-type: none"> <li>• Services SETA User(s)</li> <li>• 1<sup>st</sup> Line Support</li> <li>• 2<sup>nd</sup> Line Support</li> </ul>

### 3. Penalties Clause

- Measurement of Service Level compliance shall be on an incident basis however, the penalty calculation shall be based upon an average response of all Incidents logged in the quarter under review, of which there must be a minimum of 10 (ten) SLA breach incidents.
- Incidents logged spanning a month-end will be counted in the month in which they are resolved and shall be excluded from all calculations in the preceding month.

- The maximum aggregate penalty amount shall be at a percentage agreed upon (per centum) on ratification of the service level agreement.
- In addition to bullets 1,2 and 3 above, penalties shall not be incurred where the delay in providing the Service is due to the Client, the Client's staff, or sub-contractors or other third parties.
- All penalties will be granted to the Client as a credit which shall be passed in the quarter following the quarter in which the event causing such credit occurred.

Penalties shall be calculated as outlined in the Master Service Level Agreement, as a percentage of the maximum penalty amount as stipulated in the specific service schedule defining deliverables in the service level agreement.

#### 4. THE DURATION OF ASSIGNMENT

It is envisaged that the project duration is for a minimum period of five (5) years, subject to regular performance reviews as informed by the agreed MSLA's

**5. KINDLY FORWARD THE FOLLOWING BID DOCUMENTS, WHERE A CERTIFIED COPY OF A DOCUMENT IS REQUIRED, IT MUST BE CERTIFIED WITHIN THE LAST THREE (3) MONTHS**

#### QUALIFICATION REQUIREMENT

QUALIFICATION/ GATEKEEPER REQUIREMENT (MANDATORY)		
	Has the applicable document been attached?	
1. The potential bidder must be registered with National Treasury Central Supplier Database (CSD).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Bid document must be signed and duly completed, together with all declaration of interest/ standard bidding documents ( <b>SBD's 1, 3.3, 4, 6.1 and 7.2</b> ).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Provide and attach a copy of Company Registration Certificate.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. The potential bidder must provide any proof of the company being a certified Microsoft Solution Partner, and ISO 27001 certified	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>The bidder must comply with the aforementioned qualification requirements above. Failure to abide by any of the requirements will lead to automatic disqualification.</b>		
OTHER IMPORTANT BID REQUIREMENT		
	Has the applicable document been attached?	
1. The tenderer must submit proof of its B-BBEE status level of contributor <b>PLEASE NOTE:</b> The tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but may only score points	Yes <input type="checkbox"/>	No <input type="checkbox"/>

out of 80 for price; and scores Zero(0) points out of 20 for specific goals (Bidder are required to demonstrate how they are going to transfer skills for them to claim points for skills transfer/development).		
2.The potential bidder must be <b>Tax Compliant</b> on National Treasury Central Supplier Database (CSD) prior to award		
3. The Supplier status must be active, when verifying with Central Supplier Database (CSD). Provide MAAA number .....	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Tax Status, the potential bidder must indicate pin number.....	Yes <input type="checkbox"/>	No <input type="checkbox"/>

## 6. EVALUATION CRITERIA

The value of this bid is estimated to be above R1 000 000 but below R50 000 000 or above R 50 000 000 (all applicable taxes included); therefore the **80/20 or 90/10** system shall be applicable.

### Criterion 1- Qualification Requirement

Bidders will first be evaluated in terms of the gatekeeper/minimum requirements. Bidders who do not fulfil all the requirements or do not submit the required documents will be disqualified.

### Criterion 2-Functionality Evaluation

Functionality is worth 100 points. The minimum threshold is 70 points. Bidders who score less than 70 points on functionality will therefore be disqualified; those who score 70 points or more will be further evaluated on **Criteria 3**.

Bidders must be further guided by Table A. (Technical Qualifications of the ICT Resource Requirements) Where Key Senior and Junior Resources' CVs, Qualifications/Experience reflecting Academic Qualifications, Diploma/BTech/Degree in: Computer Science, Information Technology, Information Systems, Electronics Engineering, Industrial Engineering, and the necessary industrial qualifications/experience are listed.

### Criterion 3-Price and Preference Evaluation

Price and Specific goals (B-BBEE status level of contributor), Evaluation will be conducted on a 80/20 or 90/10 preferential procurement principle.

**NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned-above. Bidders may be invited to make a presentation as part of the evaluation process**

**FUNCTIONALITY SCORE SHEET**



**NAME OF POTENTIAL BIDDER.....**

**BID REFERENCE NUMBER PROC T642.....**

**CRITERION 2- FUNCTIONALITY**

A	B	C	D	E	F	G	H
FUNCTIONALITY	REQUIREMENT	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)				
			Indicate what pages/ section in proposal?	Weighted Points	Yes	No	Score
<b>Capacity and Competencies</b>	<p>The Potential Bidder must provide and attach CV's reflecting experience in ICT Maintenance and Support.</p> <p>10 Junior Resources with at least three (3) or less years' experience.</p> <p>16 Senior Resources with at least five (5) or more years of</p>	<p>1 Key Senior Service Delivery Manager Resource with Industrial Qualifications and Experienced CV The latest certification earns the highest number points, A certificate obtained in 2017-18 = 0.5 pt obtained in 2019-20 = 1 pt obtained in 2021-22 = 2.5pts)</p> <p>Microsoft: Certified Professional, Microsoft Solutions Expert, Azure and M365 Security Administrator, PRINCE2/PMBOK/AGILE</p> <p>Total = 2.5 pts</p>	<p>Attach CV's, Qualifications certificates of the personnel.</p> <p>What page (s) or section of your CV's may be found?</p> <p>State <b>page (s) number.....</b>or State <b>section/ tab.....</b>on your proposal.</p>	<b>30pts</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

	<p>experience.</p> <p>The latest certification earns the highest number of points, A certificate obtained in 2017-18 = 0.5 pt obtained in 2019-20 = 1 pt obtained in 2021-22 = 2.5pts)</p>	<p>1 Key Senior ICT Enterprise Architecture Resource with Industrial Qualifications and Experienced CV. The latest certification earns the highest number of points, A Togaf certificate obtained in 2017-18 = 0.5 pt obtained in 2019-20 = 1 pt obtained in 2021-22 = 2.5pts) Togaf</p> <p>Total = 2.5 pts</p> <p>1 ICT Governance Risk Compliance and Audit Key Senior Resource with Industrial Qualifications and Experienced CV (The latest certification earns the highest number of points, Cobit/CISA certificate obtained in 2017-18 =0.5 pt obtained in 2019-20=1pt and obtained in 2021-22 = 2.5pts</p> <p>Total = 2.5 pts</p> <p>1 Key Senior Project Manager and 1 Junior Project Manager Resource with Industrial Qualifications and Experienced CVs (The latest certification earns the highest number points PMBOK obtained in 2017-18 = 1pt PMBOK obtained in 2019-20 = 1pt obtained in 2021-22 = 2.5pts)</p> <p>PRINCE2/PMBOK/AGILE</p> <p>Total = 2.5 pts</p>					
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		<p>2 Key Senior DevOps and 1 Junior DevOps Resource Industrial Qualifications and Experienced CVs, (The latest certification earns the highest number of points a certificate obtained in 2017-18 = 1pt obtained in 2019-20 = 1pt obtained in 2021-22 = 2.5pts) Microsoft Certified: Azure Administrator Associate, Microsoft Certified: Azure Developer Associate, Python, Net Framework 4.7, ASP.net &amp; JavaScript, MongoDB, + SQL DB Database Administration</p> <p>Total = 2.5 pts</p> <p>1 Key Senior Database Management Specialist with Industrial Qualifications and an Experienced CV, (The latest certification earns the highest number of points a certificate obtained in 2017-18 = 1pt obtained in 2019-20 = 1pt obtained in 2021-22 = 2.5pts) Data management, BI analytics certification or equivalent., Oracle, MongoDB, + Microsoft SQL Server Database Administration</p> <p>Total = 2.5 pts</p> <p>2 Key Senior Business and Process Analysts and 1 Junior Business and Process Analyst Resource with Industrial Qualifications and Experienced CVs. Industry qualifications (The latest certification earns the highest</p>					
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		<p>number of points a certificate obtained in 2017-18 = 1pt obtained in 2019-20 = 1pt obtained in 2021-22 = 2.5pts) Certified Business Analysis and Process Professional (CBAPP),Lean/SixSigma/AIIM/BPM/ABPMP</p> <p>Total = 2.5 pts</p> <p>1 Key Senior Telecommunications and Networks Resource with Industrial Qualifications and Experienced CVs (The latest certification earns the highest number points The latest certification earns the highest number of points a certificate obtained in 2017-18 = 1pt obtained in 2019-20 = 1pt obtained in 2021-22 = 2.5pts CompTIA/CCNA Security Network and Operations.</p> <p>Total = 2.5 pts</p> <p>1 Key Senior Systems Engineer and 1 Junior Systems Engineer Resource with Industrial Qualifications and Experienced CVs The latest certification earns the highest number of points a certificate obtained in 2017-18 = 1pt obtained in 2019-20 = 1pt obtained in 2021-22 = 2.5pts Microsoft: Certified Professional, Azure and M365 Security Administrator.</p> <p>Total = 2.5 pts</p>					
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		<p>1 Key Senior DevSecOps and 1 Junior DevSecOps Resource with Industrial Qualifications and Experienced CVs The latest certification earns the highest number of points a certificate obtained in 2017-18 = 1pt obtained in 2019-20 = 1pt obtained in 2021-22 = 2.5pts Industry, Qualifications Microsoft: Certified Professional, Azure, M365 Security Administrator and either CISO/CISM/CISSP/CEH</p> <p>Total = 2.5 pts</p> <p>1 Key Senior ITSM and 1 Junior ITSM Resource with Industrial Qualifications and Experienced CVs the latest certification earns the highest number of points a certificate obtained in 2017-18 = 1pt obtained in 2019-20 = 1pt obtained in 2021-22 = 2.5pts ITIL 1/2/3/4.</p> <p>Total = 2.5 pts</p> <p>1 Key Senior Desktop Technician and 1 Junior Desktop Technician Resource with Industrial Qualifications and Experienced CVs (The latest certification earns the highest number of points a certificate obtained in 2017-18 = 1pt obtained in 2019-</p>					
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		<p>20 = 1pt obtained in 2021-22 = 2.5pts) ITIL 1/2/3/4.</p> <p>Total = 2.5 pts</p> <p>2 Key Senior Applications Help Desk and 2 Junior Applications Help Desk Resource with Industrial Qualifications and Experienced CVs, the latest certification earns the highest number of points a certificate obtained in 2017-18 = 1pt obtained in 2019-20 = 1pt obtained in 2021-22 = 2.5pts ITIL 1/2/3/4.</p> <p>Total = 2.5 pts</p> <p>1 ICT Office Administrator Resource with Industrial Qualifications and Experienced CVs the latest certification earns the highest number of points a certificate obtained in 2017-18 = 1pt obtained in 2019-20 = 1pt obtained in 2021-22 = 2.5pts ITIL 1/2/3/4.</p> <p>Total = 1 pt</p>					
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<b>Methodology and Approach</b>	<p>Demonstrate a solid understanding of ICT Support and Maintenance Professional Services in the following ICT Pillars.</p> <p>ICT Enterprise Architecture  ICT Project Management  ICT Governance, Risk and Audit  ICT Service Management  ICT Technology Operations:  ICT Security Operations  ICT HelpDesk ITIL Processes</p>	<p>Project Methodology and Approach should exhibit the bidders understanding of the pillars of ICT Service Delivery Management, ICT Change Management, and knowledge of ICT Applications, Infrastructure Maintenance and Support Professional Services</p> <ul style="list-style-type: none"> <li>• Service Portfolio Management Framework <b>0-6 Pts</b></li> <li>• Enterprise Architecture =<b>0- 6 Pts</b></li> <li>• Project Management =<b>0- 6 Pts</b></li> <li>• Governance, Risk and Audit =<b>0- 6 Pts</b></li> <li>• Technology Applications and Infrastructure Support =<b>0- 6 Pts</b></li> <li>• Security and Operations =<b>0- 6 Pts</b></li> <li>• HelpDesk Framework =<b>0- 6 Pts</b></li> <li>• Desktop and Hardware Support Services =<b>0- 6 Pts</b></li> <li>• ICT Hardware and Software Procurement Support =<b>0- 6 Pts</b></li> <li>• Turn Around Times Service Delivery Strategy =<b>0- 6 Pts</b></li> </ul>	<p>Provide clear project plan.</p> <p>What page (s) or section of your proposal bid committee may find clear project plan</p> <p>State <b>page (s) number</b>.....or State <b>section/ tab</b>.....on your proposal.</p>	<b>60pts</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

		<b>Note* Bidders who qualify beyond the Criterion 2 Functionality as required in tables below may be invited to present their solution Methodologies and Approach before the committees.</b>					
<b>Assignment Experience</b>	Provide testimonials and traceable references of the Company's years of experience in ICT Support and Maintenance Professional Services	Provide testimonials (Not award letter) and traceable references of the Company's years of experience in ICT Support and Maintenance Professional Services Traceable references <ul style="list-style-type: none"> <li>• Three or more testimonials = 0-10 pts</li> <li>• Two testimonials = 0-7.5pts</li> <li>• One testimonial = 0-5pts</li> <li>• No written testimonials =0pts</li> </ul>	Attach three (3) reference letters  State <b>page (s) number</b> .....or State <b>section/ tab</b> .....on your proposal.	<b>10pts</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Note that Evaluation Committee will use their own discretion to assess quality of all bid proposals received in relation to above functionality criteria and may further verify information submitted from relevant sources/ your client and use their own discretion to score your proposal accordingly.							
<b>Total weighted Points</b>				<b>100</b>			
The minimum functionality threshold is <b>70</b> points. <u>Bidders who score less than 70 points on functionality will therefore be disqualified</u> ; those who score 70 points or more will be further evaluated on <b>Criteria 3</b> .							
Price and Preference points used: <b>80/20 or 90/10</b> preferential procurement principle			<b>80/90</b> (Price)	R.....,.....			
			<b>20/10</b> (Specific goals)	Level..... and points.....			

<b>Name of Evaluator:</b>				
<b>Signature:</b>		<b>Date:</b>	...../...../2023	

## 10. GENERAL CONDITIONS OF CONTRACT

### THE NATIONAL TREASURY

Republic of South Africa

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### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

#### NOTES

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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](http://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**

7.1.1 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.

7.1.2 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. 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 antidumping 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.

## 11. SERVICES SETA SUPPLIER DECLARATION FORM

The Supply Chain Management Manager

SSETA Vendor Management has received a request to load your company on to the SSETA vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. Proof of company registered with National Treasury Central Supplier Database (CSD)
9. Tax compliant on National Treasury Central Supplier Database (CSD) prior to award (Refer above 8)
10. **Proof of B-BBEE status level of contributor**" means:
  - B-BBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the B-BBEE Act;

**NB:** ▪ **Failure to submit the above documentation will delay the vendor creation process.**

▪ *Where applicable, the respective Services SETA business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the SSETA.*

### **IMPORTANT NOTES:**

- a) **If your annual turnover is less than R10million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If the company is classified as an EME, the company is only required to obtain a sworn affidavit on an annual basis, confirming the following: (a) Annual Total Revenue of R10million or less and (b) Level of Black Ownership.
- b) **If your annual turnover is between R10million and R50million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE must comply with all of the elements of B-BBEE for the purposes of measurement.

**Enhanced B-BBEE recognition level for QSE:**

- A QSE which is 100% Black Owned qualifies for a Level One B-BBEE recognition.
  - A QSE which is at least 51% Black Owned qualifies for a Level Two B-BBEE recognition level
  - In the above cases the QSEs mentioned above are only required to obtain an sworn affidavit on an annual basis confirming the following:
    - a) Annual Total Revenue of R50million or less;
    - b) Level of Ownership
- c) **If your annual turnover is in excess of R50million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all 5 elements of the BBEE Generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
- NB: BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the SSETA person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the SSETA Official who is intending to procure your company's services/products in order that he/she should complete and Internal SSETA Departmental Questionnaire before referring the matter to the appropriate SSETA Vendor Office.**

Regards,



SUPPLIER DECLARATION FORM

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
						Code	
Physical Address						Code	
						Code	
Contact Person							
Designation							
Telephone							
Email							