



TENDER NOTICE

CSOS006-2024R: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS (ELECTRONIC RECORDS MANAGEMENT) TO THE COMMUNITY SCHEMES OMBUD SERVICE FOR A PERIOD OF FIVE (5) YEARS

PUBLICATION DATE: 06 FEBRUARY 2024

BRIEFING SESSION: 15 FEBRUARY 2024 @ 12:00

CLOSING DATE FOR PROPOSAL SUBMISSIONS: 29 FEBRUARY 2024 AT 12:00

TECHNICAL ENQUIRIES: Mr. ZAKHELE NKALANGA: zakhele.nkalanga@csos.org.za

TEL: 010 593 0533 CELL: 073 762 9935

FOR SCM ENQUIRES PLEASE CONTACT: Mr. MABU MANAKA

EMAIL: tenders@csos.org.za

TEL: (010) 593 0533

BIDDERS MUST SUBMIT PROPOSALS AT THE CSOS OFFICE.

BUILDING 4

BERKLEY OFFICE PARK; 8 BAUHINIA STREET

WITCH HAZEL AVENUE; HIGHVELD TECHNOPARK.

CENTURION

FULL TENDER DOCUMENT MAY BE DOWNLOADED ON THE WEBSITE www.csos.org.za/

www.etenders.gov.za

BIDDERS MUST TAKE NOTE THAT BIDS MUST ONLY BE SUBMITTED ON THE BID DOCUMENTATION PROVIDED BY THE CSOS.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COMMUNITY SCHEMES OMBUD SERVICE					
BID NUMBER:	CSOS006-2024R	CLOSING DATE: 29 FEBRUARY 2024		CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Building 4 Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion 0157					
COMPULSORY VIRTUAL BRIEFING SESSION: 15 FEBRUARY 2024 @ 12H00: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWUwNWEwYjQtZWQ4Mi00M2EyLWFkM2UtM2MyM2VIOGRlYzc5%40thread.v2/0?context=%7b%22Tid%22%3a%226b6557b3-4111-4623-9cca-6281a5a00539%22%2c%22Oid%22%3a%22176956a5-10d9-4055-a088-e87ad3142391%22%7d					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Mabu Manaka		CONTACT PERSON	Mr. Zakhele Nkalanga	
TELEPHONE NUMBER	(010) 593 0533		TELEPHONE NUMBER	(010) 593 0533 / 073 762 9935	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@csos.org.za		E-MAIL ADDRESS	Zakhele.nkalanga@csos.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NO.		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NO.		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A DETAILED CSD REPORT REFLECTING AT LEAST 51% OR MORE BLACK OWNERSHIP FOR AT LEAST ONE OF THE DESIGNATED GROUPS MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]					

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

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

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

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

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

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

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

- 1. BID SUBMISSION:**
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
 - 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
 - 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A SERVICE LEVEL AGREEMENT.**

- 2. TAX COMPLIANCE REQUIREMENTS**
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
 - 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
 - 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
 - 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
 - 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
 - 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
 - 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.



REQUEST FOR PROPOSAL (RFP)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS (ELECTRONIC RECORDS MANAGEMENT) TO THE COMMUNITY SCHEMES OMBUD SERVICE FOR A PERIOD OF FIVE (5) YEARS.

FEBRUARY 2024

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

<u>ACRONYM</u>	<u>DESCRIPTION/DEFINITION</u>
CIA	Confidentiality, Integrity, Availability
ECDMS	Enterprise Content and Document Management Solution
ERP	Enterprise Resource Planning
CSOS Connect	CSOS Core business capabilities solution
SaaS	Software as a Service
IaaS	Infrastructure as a Service
ITIL	Information Technology Infrastructure Library
ODBC	Open Database Connectivity
POPIA	Protection of Personal Information Act of South Africa
GDPR	General Data Protection Regulation
TOGAF	The Open Group Architecture Framework
WAN	Wide Area Network
SOW	Statement of Work

1. TERMS AND CONDITIONS

THIS REQUEST FOR PROPOSAL (RFP) HAS BEEN COMPILED BY THE CSOS AND IS MADE AVAILABLE TO BIDDERS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDERS ARE DEEMED TO ACKNOWLEDGE AND ACCEPT:

- 1.1. A Bid submitted in response to this RFP will constitute a binding offer that will remain binding and irrevocable for a period of hundred and twenty (120) days from the date of submission to the CSOS.
- 1.2. Unless or until a binding contract is concluded between the CSOS and the successful Bidder, the offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder.
- 1.3. The CSOS reserves the right to amend, modify, withdraw or terminate this RFP or any of the requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any Bidder or person.
- 1.4. Should this RFP be amended, the CSOS undertakes to publicize or send each Bidder in writing the amended RFP. No oral amendments by the Bidder or the CSOS shall be considered.
- 1.5. It is compulsory for a Bidder submitting a bid to be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that it remains registered for the duration of the services and/or contract, if successful.
- 1.6. The Bidder needs to ensure that it is tax compliant at the time of submitting its Bid and remains tax compliant for the duration of the contract and/or services, if successful, and undertakes to provide supporting documentation or tax compliance status confirmation proof issued by the South African Revenue Services ("SARS") confirming it is tax compliant upon request by the CSOS.
- 1.7. The CSOS reserves the right to conduct site inspections or call for additional supporting documentation to confirm any information provided by a Bidder in its response to this Bid.
- 1.8. This RFP is not intended to form the basis of a decision to enter into any transaction with the CSOS and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
- 1.9. Neither the CSOS nor any of its respective directors, officers, employees, agents, representatives, or advisors will assume any responsibility for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to this RFP.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

- 1.10 No entity or associated entities may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the CSOS, result in disqualification of both entities.
- 1.11 Any material changes in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid must be brought to the attention of the CSOS Supply Chain Management (“SCM”) Section in writing. The CSOS shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any Bidder and may in its sole discretion disqualify the Bidder from any further participation in the bid process.
- 1.12 Any requirement set out in this RFP which stipulates the form and/or content of any aspect of a Bid is stipulated for the sole benefit of the CSOS, and unless the contrary is expressed by the CSOS, may be waived by the CSOS in its sole discretion at any stage in the bid process.
- 1.13 The CSOS and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.14 All Bids submitted to CSOS shall become the property of the CSOS and will not be returned to the Bidders. The CSOS will make all reasonable efforts to maintain the information contained in proposals confidentially.
- 1.15 A Bid submitted by the Bidder shall be considered non-responsive if it shows any omissions or irregularities of any kind. However, the CSOS reserves the right to waive any aspect of non-responsiveness and to make an award in the best interest of the organization, provided that any such waiver shall be applied consistently across all Bidders.
- 1.16 The CSOS reserves the right to accept or reject in part or whole any submitted Bid submitted.
- 1.17 The CSOS reserves the right to require a Bidder to provide a formal presentation of its RFP at a date and time to be determined by the CSOS. The CSOS shall provide adequate instructions and clarification regarding the purpose and scope of the presentation. All expenses shall be borne by the Bidder.
- 1.18 Bidders are encouraged to consider subcontracting the EME OR QSE which are at least 51% black owned by: Women and/or, Youth and/or, People living with disabilities, and/or Military veterans.
- 1.19 In this RFP, the words “service provider”, “supplier” will be used interchangeably to refer to the Bidder.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

- 1.20 All costs associated with the preparation and submission of the Bid remain the responsibility of the Bidder. The costs shall not be chargeable to the CSOS by the successful or unsuccessful Bidder.
- 1.21 All Bids must be formulated and submitted in accordance with the requirements of this RFP.
- 1.22 Bids received after the closing date and time as specified in this RFP shall be rejected.
- 1.23 The CSOS is not obliged to appoint a bidder with the lowest price, if, based on its sole discretion and assessment, the said bidder does not exhibit or demonstrate adequate capacity or full comprehension of the scope of work to be undertaken. In this regard, CSOS may appoint the lower-ranked bidder provided that the reasons for such deviation are properly justified and accurately recorded.

2 INTRODUCTION

MANDATE OF THE CSOS

- 2.1 The Community Schemes Ombud Services (CSOS) is established in terms of the Community Schemes Ombud Services Act 2011 (Act 9 of 2011), to regulate the conduct of parties within community schemes and to ensure good governance within community schemes. To deliver on its mandate, key amongst the priorities of the organisation is to:
 - 2.1.1 Provide an alternative dispute resolution service.
 - 2.1.2 Regulate, monitor and quality assure all community schemes governance documentation.
 - 2.1.3 Provide training for conciliators, adjudicators, and other employees of the CSOS.
 - 2.1.4 We are the custodians of, preserve and provide public access (electronically or by other means) to schemes governance documentation.
 - 2.1.5 Promote good governance of community schemes.
 - 2.1.6 Provide education, information, documentation and other such services as may be required to raise awareness to owners, occupiers, executive committees and other persons or entities who have rights and obligations in community schemes, as regard those rights and obligations.
 - 2.1.7 Monitor community schemes governance; and
 - 2.1.8 Deal with any matters as may be necessary to give effect to the objectives of this CSOS Act

3 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP).

- 3.1 The purpose of this Request for Proposal (RFP) is to appoint a suitably qualified service provider to provide the CSOS with an off-the-shelve web-based Enterprise Content and Document Management Solution (ECDMS) for a period of 5 years which is broken down into one (1) year of implementation and an additional four (4) for support and maintenance services.
- 3.2 The required ECDMS must comply with the National Archives and Records Services Act (Act 43 of 1996, as amended) or any government-wide or industry standards and frameworks on records management, Information Security, etc.
- 3.3 To develop a File Plan of the CSOS and facilitate approval by the National Archives and Records Services of South Africa.
- 3.4 To deliver an ECDMS solution that integrates with existing technology platforms such as Microsoft Office 365, ERP, CSOS connect, electronic signature, and a Print Management Solution.
- 3.5 To successfully achieve the above-mentioned purpose and improve its documents and records management processes, and become compliant with regulations, CSOS is seeking a bidder to provide a professional service that will ensure successful ECDMS implementation in a timely and professional manner. Below are the required benefits that the ECDMS should bring to the CSOS:
 - 3.6 Reduced amount of paper in use.
 - 3.7 Reduced cost for off-site storage (electronic records will be mainly used).
 - 3.8 Provide for institution-wide access to unstructured data and information not previously accessible.
 - 3.9 Integration to Enterprise and Core Business Applications.
 - 3.10 Enhanced effective organization operational intelligence.
 - 3.11 Ensure data integrity and information as an asset.
 - 3.12 Provide for faster finding of correct information (enhanced customer service).
 - 3.13 Provide a single point of access to information (single sign-on).
 - 3.14 Ensure full application of record management principles (record life cycle and audit trail).

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

- 3.15 Improved information security on electronic documentation.
- 3.16 Reduced reputational risk on the organisation due to data leakage.
- 3.17 Change management for all stakeholders.
- 3.18 Improved communication and culture of information sharing (Knowledge Management).
- 3.19 Compliance with Section 13 of the National Archives and Records Services of South Africa Act, 43 of 1996 that requires public entities to manage their records in a well-structured record-keeping system.
- 3.20 Ensuring that Records Management is part of the CSOS' broader function of governance, risk management, and compliance.
- 3.21 Ensuring that the records management within the CSOS is devoted to the management of information throughout its lifecycle, from the time of creation to its eventual disposition. This includes identifying, classification, storing, securing, retrieving, tracking, and destroying or permanently preserving records.
- 3.22 Ensuring that the CSOS is committed to secure information and document management services in line with the provisions of the National Archives Act, 43 of 1996, and to reducing vulnerability to legal challenges or financial loss while promoting best value in terms of human and space resources through greater coordination of information storage systems.
- 3.23 Assisting the CSOS preserve its institutional memory through adequate records management.

4 CSOS OVERVIEW.

4.1 CURRENT OFFICES

- 4.1.1 Head Office and Gauteng (GP) regional Office located at 8 Bauhinia Street, Berkeley Office Park, Highveld Technopark, Centurion.
- 4.1.2 Western Cape (WC) regional Office located at 8th Floor Constitution House, 124 Adderley Street, Cape Town.
- 4.1.3 Kwa-Zulu Natal (KZN) regional office located at 7th Floor Aquasky Towers, 275 Anton Lembede Street, Durban.
- 4.1.4 Polokwane, George, Ballito, Gqeberha, and Mbombela satellite offices and another one to be opened in Rustenburg shortly

4.1.5 OTHER ACCESS LOCATIONS

4.1.6 All employees are given operational tools of trade to enable remote working while still being able to access any internally hosted applications.

4.1.7 CURRENT APPLICATIONS

4.1.8 The CSOS is utilising the latest version of Sage 200 Evolution for its Finance and Accounting and SCM functions.

4.1.9 We are in the process of implementing the latest version of Sage 300 for its HR and Payroll functions.

4.1.10 Sage 200 and Sage 300 are the current ERP solution that enable the Enterprise Business Capabilities.

4.1.11 The ECDMS solution will be expected to integrate with these two mentioned solutions (CSOS Connect and ERP).

4.1.12 Diagrams 1 and 2 illustrate the initial modules for the ERP and CSOS Connect.

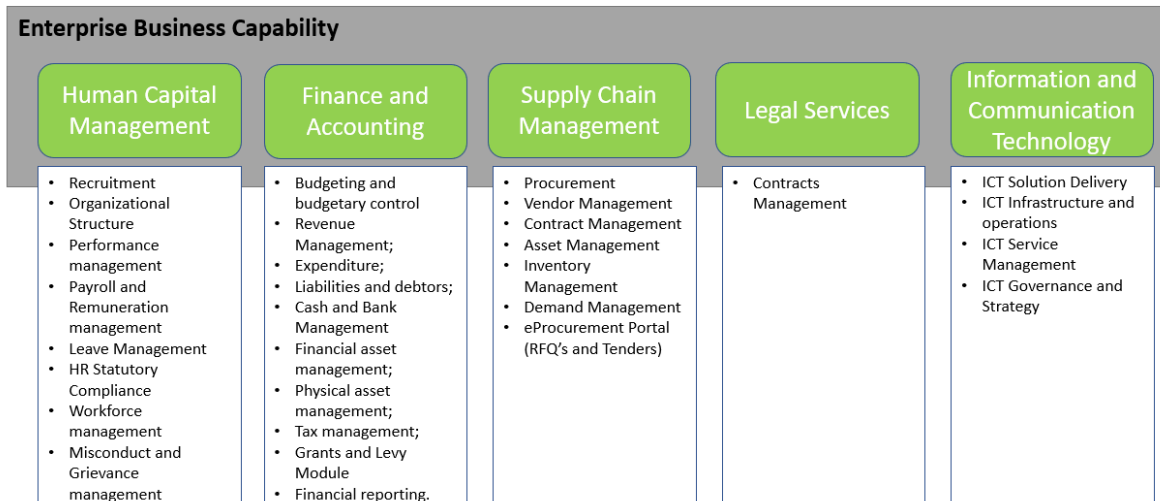


Figure 1: Enterprise Business Capabilities for the ERP solutions

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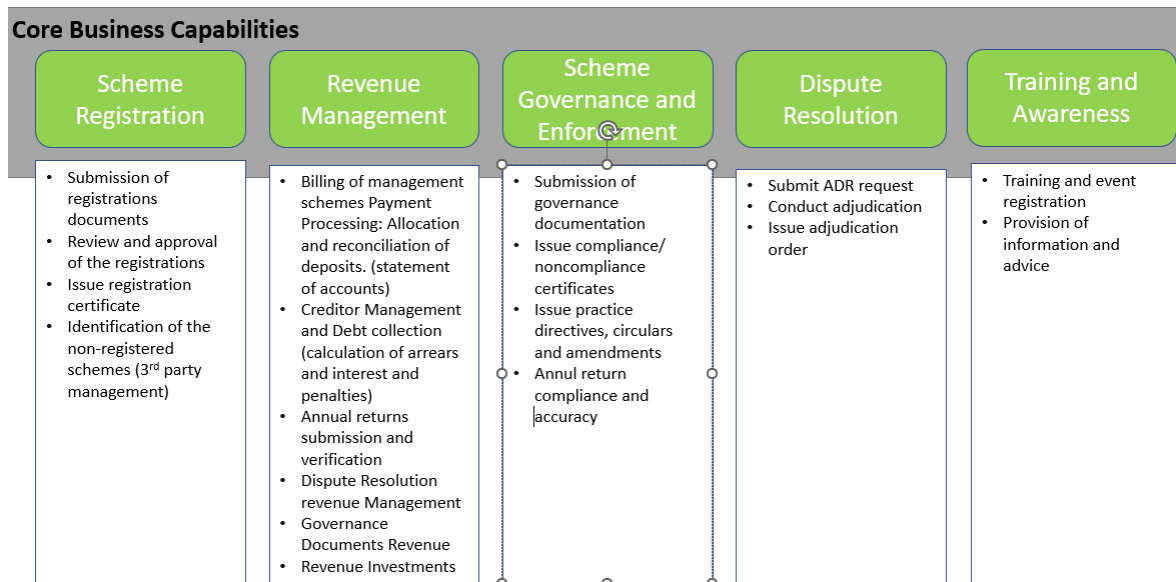


Figure 2: Core Business Capabilities for CSOS Connect.

4.2 INFRASTRUCTURE (CURRENT ICT LANDSCAPE)

- 4.2.1 The CSOS Primary Datacentre is in Centurion with the DR site located remotely but with direct connection via an SDWAN solution.
- 4.2.2 The ERP and CSOS connect solutions are hosted by the respecting implementing service providers and integration to these will occur via API.
- 4.2.3 The entire CSOS network operates on a Microsoft operating system network.
- 4.2.4 The internal server infrastructure has been recently deployed and will be sufficient to host the solution together with the DR component.

5 SCOPE OF WORK

- 5.1.1 The successful bidder would be required to provide a professional, efficient ECDMS that will allow all CSOS records to be classified in accordance with the CSOS approved policies and records classification scheme.
- 5.1.2 The system needs to comply with CIA (confidentiality, Integrity, and availability) triad whereby documents can be created, scanned, indexed, and electronically stored and retrieved in a manner that is easily and readily accessible. This solution should at a minimum include the requirements as detailed in the Technical Requirements Specifications:
- 5.1.3 Design a content and document management architecture based on CSOS requirements and adhere to widely adopted architecture frameworks such as TOGAF.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

- 5.1.4 Implementation in adherence to CSOS Records Management Policy and give input to subsequent reviews.
- 5.1.5 Give input to the development of the data classification policy.
- 5.1.6 Develop a file plan and ensure approval by the National Archive and Records Service of South Africa.
- 5.1.7 Integrate with existing technology platforms such as Microsoft Office 365, Microsoft Teams, ERP, CSOS connect, Electronic Signature and a Print Management Solution.
- 5.1.8 Migrate all existing electronic content to a single enterprise platform.
- 5.1.9 Provide back scanning services to ensure proper classification and cataloguing of documents.
- 5.1.10 Provide for all solution implementation services for the successful implementation of the solution, including but not limited to:
 - 5.1.11 Project Management.
 - 5.1.12 Design and Architecture. Adhere to industry best practices.
 - 5.1.13 Technical services (e.g., configuration and customisation).
 - 5.1.14 Provide a train-the-trainer training to nominated 10 officials.
 - 5.1.15 Provide Change Management services to ensure the adoption of the ECDMS at CSOS.
 - 5.1.16 Provide skills transfer to CSOS ICT resources to be able to support the ECDMS solution and its users.
 - 5.1.17 Provide for all required licenses and subscription services for the duration of the contract.
 - 5.1.18 Provide maintenance and support services once the solution is implemented.

6 TECHNICAL REQUIREMENTS

6.1 FUNCTIONAL REQUIREMENTS

- 6.1.1 The electronic solution supports the capture of documents and records that are stored as single electronic files.
- 6.1.2 The solution must support the capture of a variety of file types, including:
 - 6.1.2.1 Support doc/x, xls/x, ppt/x, mpp, vsd/x, jpg, tiff, pdf/a, gif, dgm, png; this list is not exhaustive.
 - 6.1.2.2 Support audio and video files like mp3 and mp4.
- 6.1.3 The solution fully integrates with other desktop applications to allow importing documents to ECDMS system:
 - 6.1.3.1 The solution must integrate with Microsoft 365 applications, electronic signature and print management solution.
 - 6.1.3.2 The solution must integrate with Adobe Acrobat Reader and Adobe Professional; and Integrate screen capture using Microsoft snipping tool or Print Screen.
- 6.1.4 Provide a user-friendly interface for CSOS users to search, retrieve, and upload CSOS content.
- 6.1.5 Provide an ability to digitize all hard copies documents e.g., scanning interface.
- 6.1.6 The solution must allow for document versioning (**Version Control**):
 - 6.1.6.1 The solution must allow multiple versions of documents.
 - 6.1.6.2 Support the concept of 'check-in and check-out' for documents.
 - 6.1.6.3 Allow configurable automatic checkout of a document, whenever the document is opened.
 - 6.1.6.4 Allow configurable automatic check-in of a document whenever the document is closed.
 - 6.1.6.5 Allow to list the difference in the version of a document if any records are modified.
- 6.1.7 The solution must have an intuitive interface:
 - 6.1.7.1 The solution must have an intuitive user-friendly interface including drag and drop menus and toolbars and must be familiar with windows interface.
- 6.1.8 The solution provides quick-viewing options for documents and records:

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- 6.1.8.1 The solution should have preview functionality for documents and records, so the end user can identify the document type, format, and a portion of the content before opening it.
- 6.1.8.2 Provide file 'viewer' features including zoom, pan, and rotate.
- 6.1.8.3 Provide 'thumbnail' views of documents and records in a search result before invoking the native application to open the document.
- 6.1.8.4 To allow the end user to capture an email message including attachments.
- 6.1.9 The Solution to provide workflow (to route documents) with alerts.
- 6.1.10 The solution must be secure with encryption and decryption capabilities.
- 6.1.11 The solution keeps an audit trail of all activities to be able to report on these activities as needed:
 - 6.1.11.1 The solution must maintain an audit trail of all activities by the end user for each document:
 - 6.1.11.2 To have a reporting capability for authorized end users, to provide management and statistical reports on system activity.
- 6.1.12 The solution's mobile application capability:
 - 6.1.12.1 To provide capability to take notes while in the field.
 - 6.1.12.2 To have capability to read or view the document.
 - 6.1.12.3 To provide the capability to edit the document; and
 - 6.1.12.4 To provide integration to capture records from different applications that are acquired from time to time.
- 6.1.13 The solution must have extensive search capabilities:
 - 6.1.13.1 The solution must be able to search the file name when entered by the user in the interface.
 - 6.1.13.2 To be able to search the metadata; and
 - 6.1.13.3 To be able to have robust and intuitive search capabilities.
- 6.1.14 Security and Access Control (User Access Capability, Teams, Individuals and Groups):
 - 6.1.14.1 The solution must manage security groups based on user roles within the organization.
 - 6.1.14.2 Identify the access and rights of end users within ECDMS System.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

- 6.1.14.3 Share content with approved end users from across the organization through defined workflow.
- 6.1.14.4 Add extra level of security to some documents as may be required by the needs of departments and teams.
- 6.1.14.5 The solution must control what actions can be performed on which records – such as read, edit, update, metadata, perform administrative actions, etc.
- 6.1.14.6 Be able to provide restrictions on the ability to modify stored, declared records and their associated metadata.
- 6.1.14.7 Support the implementation of appropriate controls based on the security classification content (high, medium, low, and unclassified information); and
- 6.1.14.8 The solution should be able to manage distribution groups or list by end user and by group.
- 6.1.15 Reporting capabilities
 - 6.1.15.1 The solution must have pre-configured reports.
 - 6.1.15.2 The solution must be able to permit the creation of user-defined reports.
 - 6.1.15.3 The solution should have the ability to produce graphs and numerical data.
 - 6.1.15.4 The solution must have the ability to export to MS Excel format and PDF.
 - 6.1.15.5 The system must have a full audit trail of user activity.
 - 6.1.15.6 The system must produce reports to be used for operational purposes and allow monitoring of the service providers' SLA performance.

7 FILE PLAN IMPLEMENTATION

- 7.1.1 Development of the CSOS File plan and ensure approval by the National Archives and Records Service of South Africa.
- 7.1.2 The bidder must assist in migrating documents currently stored in the SharePoint platform.
- 7.1.3 This will be migrated onto the new solution using the File Plan to be implemented on the new solution

8 INTEGRATION

- 8.1.1.1 The Solution must integrate with the CSOS core business, ERP application solution, Print Management solution, and electronic signature as well as Microsoft Office 365 applications.
- 8.1.1.2 The solution must be able to integrate using common APIs to enable (e.g., SOAP or REST)
- 8.1.1.3 This core application is externally hosted and managed by a third-party service provider and runs CSOS core operations such as Community Schemes Registrations, Governance and Compliance of Community Schemes, and all public facing portals and channels for schemes to manage their profiles.
- 8.1.1.4 This integration requires the appointed service provider to work with the COS connect service provider in supporting the application and ensuring this urgent integration is in place and operating optimally for the CSOS to be able to bill schemes.
- 8.1.1.5 Solution must be (Open Database Connectivity (ODBC) compliant.

9 SOLUTION IMPLEMENTATION

The scope of activities and services to be provided by the bidder as part of the ECDMS Implementation are expected to be the following:

- 9.1.1 Solution development and implementation services.
- 9.1.2 Solution Configuration.
- 9.1.3 User Acceptance Testing.
- 9.1.4 Identification and Approval of the scanning and migration approach.
- 9.1.5 Development of the CSOS File plan.
- 9.1.6 Give input to relevant information classification policies and procedures.
- 9.1.7 Information Classification of relevant records.
- 9.1.8 Provision of Project Management services.
- 9.1.9 Provision of Change and Communication Management.
- 9.1.10 Training and knowledge transfer; and

9.1.11 Post-Implementation support

10 TRAINING AND SUPPORT

10.1.1 The training team will, amongst others, be responsible for all end-users, technical training and stakeholder training activities and associated artifacts.

10.1.2 The service provider must provide for the production of training material including simulations and guides user manuals in soft copy and hard copy. This must include guides for all modules.

10.1.3 Training will take place in Gauteng, Durban, and Cape Town. CSOS will cover the cost of training venues and travel and accommodation for the CSOS employees.

10.1.4 The training team must also cater for in-depth training of super-users and CSOS trainers.

10.1.5 The bidder is to propose a training plan for the various types of users based on the different modules.

10.1.6 Regarding specific modules, the approach to be used is “train the trainers”. The key users who will form part of the implementation team (and other designated individuals) will be trained extensively and will themselves train their colleagues.

10.1.7 The tenderer will supply CVs of the proposed trainers for the system, on the understanding that if the nominated persons are no longer available at the time of the tender being awarded resources of equal or better skills and experience will be substituted, subject to approval by the CSOS.

10.1.8 Training and mentoring to the satisfaction of the CSOS for all users in an effective manner.

10.1.8.1 All relevant operations and reference manuals and other documentation needed to allow every element of software to be operated to its full potential, are to be provided to users.

11 LICENSE MANAGEMENT

11.1.1 The successful bidder will be required to provide all licenses and subscriptions required for the implementation and full functioning of the solution.

11.1.2 The bidder must provide costing for all licenses, license assurance, and subscriptions required for the full duration of the contract.

11.1.3 All licenses and subscriptions must be procured in the name of the CSOS.

- 11.1.4 During the maintenance and support phase, the CSOS may procure any additional licenses to scale the solution should the need arise.

12 NON-FUNCTIONAL REQUIREMENTS

To ensure efficiency, the system should provide the following:

- 12.1.1 Accessibility - The system must be accessible to all specified operations within the organization.
- 12.1.2 Availability - The system cannot be taken out of operations, especially not during peak hours.
- 12.1.3 It must be operational during standard working and any down time must be notified well in advances and kept as short as possible.
- 12.1.4 Security - Prevent unauthorized access and ensure full applications security.
- 12.1.5 Efficiency - The systems resource usage must be efficient.
- 12.1.6 Performance: The response time must be tolerable. The system must be quick and responsive.
- 12.1.7 Reliability - The system has to be highly reliable.
- 12.1.8 Resilience - The system must be easily recoverable from any disastrous fault.
- 12.1.9 Accuracy - All information processed by the system must be accurate.
- 12.1.10 Compatibility - The system must be compatible with mobile devices, browsers and different platforms such as Windows, Android, and IOS etc.
 - 12.1.10.1 User configuration and password configuration.
 - 12.1.10.2 Audit logs and activity logs.

13 ICT INFRASTRUCTURE AND HOSTING

- 13.1 The CSOS reserves the right to host the solution internally on premise, but the bidder must propose a suitable technology architecture for the hosting of the solution.
- 13.2 The successful bidder will be required to propose all ICT infrastructure requirements required for the optimal functioning of the solution.

14 PROJECT MANAGEMENT SERVICES

- 14.1 CSOS intends to complete the implementation of the ECDMS project and solution deployment, within eighteen (18) months of signing the contract.
- 14.1.1 Deployment of resources to ensure that the project activities are carried out as per plan; and
- 14.1.2 Deployment of a project structure for effective monitoring, review, and risk mitigation
- 14.1.3 Deployment of templates and standard accepting mechanisms for the project deliverables; and
- 14.1.4 The CSOS will institutionalize mechanisms to adopt the feedback and ensure quality of work, without affecting the project timelines and guided by the service provider where needed.

Project Management services to include:

- 14.1.5 Solution Analysis and Design Services
- 14.1.6 Solution configuration and testing
- 14.1.7 User Acceptance Testing
- 14.1.8 Data conversion and migration
- 14.1.9 Report development (Templates)
- 14.1.10 Implementation and training services
- 14.1.11 Change management.
- 14.1.12 System documentation and testing
- 14.1.13 Development of a File plan
- 14.1.14 Back scanning of documents
- 14.1.15 Knowledge transfer
- 14.1.16 Post-implementation support

15. MAINTENANCE AND SUPPORT

- 15.1 The support and maintenance services will run for a period of forty-two (42) months after completion of the solution deployment and implementation milestones.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

- 15.2 In relation to this bid the Solution Maintenance and Support services refer to the provision of technical support services for the solution including all integration services and ICT infrastructure services.
- 15.3 The maintenance and support services will be rendered on an ad-hoc basis. All work will be assessed, scoped, costed and agreed upon before. In providing maintenance and support services, resource(s) assigned by the Service Provider will be required to work alongside the CSOS resources, other Service Providers and ensure that the CSOS change, and release management are followed, and all relevant approvals are obtained.
- 15.4 The bidder must also provide for the scanning and uploading of documents to the ECDMS on an on-demand basis.
- 15.5 Bidder must provide for resources to be able to back scan documents on behalf of the CSOS on an on-demand basis.
- 15.6 The hardcopy documents will be identified by the CSOS periodically where the bidder would be required to scan and file the documents within the ECDMS.

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

- 15.7 **Problem & Incident Management Services** - The Service Provider must provide Incident and Problem Management services that are required for:
 - 15.7.1 Resolving incidents and problems within predefined timeframes as per the service levels.
 - 15.7.2 The Service Provider must provide Break-fix services that are required for the restoration of services, in the event that software component of the solution malfunctions and requires to be repaired.
 - 15.7.3 Providing root cause analysis of all major incidents and problems in line with the CSOS's processes.
 - 15.7.4 Participating in the analysis of root causes (root cause analysis), when the solution or parts of the solution is unavailable, including the resolution thereof.
- 15.8 **Corrective, Adaptive, Perfective & Preventative Maintenance Services** - The Service Provider must provide for Adaptive, Corrective, Perfective and Preventative maintenance, and support services in order to ensure acceptable levels of solution uptime, introduction of new CSOS products and product features. All Adaptive, Corrective Perfective and

Preventative maintenance must form part of the monthly maintenance and support cost but be managed and delivered through the change management process.

- 15.9 **Adaptive maintenance:** modification of the solution performed after delivery keep the solution functioning at an optimal level in a changed or changing environment and taking advantage of technology advances that maybe introduced by the OEM during the course of the contract.
- 15.10 **Corrective maintenance:** modification of the solution to detect and correct latent faults in the software product before they result in functionality defects.
- 15.11 **Perfective Maintenance:** adapting existing code to suite a new functionality of business opportunity.
- 15.12 **Preventative Maintenance:** proactive implementation of routine maintenance measure to ensure to lessen the likely of solution downtime.

Service Delivery Management Services – Which amongst other includes:

- 15.13 Establishment of a clear service’s management governance structure.
- 15.14 Attendance of monthly service review meetings and respond to all service queries in order to resolve service delivery issues.
- 15.15 Ensure consistent adherence to all the Service Level Agreement provisions.
- 15.16 **Solution/Application Performance Monitoring** - The service provider must provide application performance monitoring services that are required for:
 - 15.16.1 Proactive end-to-end application performance monitoring services.
 - 15.16.2 Identify and recommend solutions for factors causing application performance degradation.
 - 15.16.3 Software Updates, Patching and License Management - The Service Provider must provide Software update services that is required for the:
 - 15.16.3.1 Testing and Implementation of all software patches required to maintain optimal functioning, performance, and security of the solution.
 - 15.16.3.2 Testing and Implementation of software version upgrades which must be agreed between the parties.
 - 15.16.3.3 Implementation and testing of the software following platform upgrades.

- 15.16.3.4 Implementation of patches and software upgrades must be approved by the CSOS via its change control process.
- 15.16.3.5 Monitor and ensure that the CSOS stays with its contracted license utilization limits.
- 15.17 **Disaster Recovery, Back-Up & Restoration Services** - The Service Provider must take primary responsibility for all back-up and restoration processes of the solution (incl. disaster recovery). This includes database administration and capacity management.
- 15.18 **Application Security** - The Service Provider must ensure that the security of the solution complies with the CSOS's security policies, procedures, and processes.
- 15.19 **Solution Document Upkeep** - The Service Provider must ensure the continuous updating of documentation as a result of changes or enhancements made to the solution. All documents are required to be updated prior to the implementation of the changed or enhanced solution, in production. Any updates to the documents will only be accepted once approved by the CSOS and all approved documents must be stored in the CSOS document repository. Any exception to the above must be approved by the CSOS.
- 15.20 **Contract Transitioning-Out services, which will be implemented for a period of one (1) month before the end of the contract termination date and includes, amongst others, the following:**
 - 15.20.1 Providing transitioning-out services at the end of the contract period (i.e., handover to a new service provider).
 - 15.20.2 Providing a detailed plan (including roles and responsibilities of the bidder, the CSOS, and the new service provider) with timeframes on how transitioning-out services will be provided.
 - 15.20.3 Ensuring that during the transitioning-out period all tasks are implemented in line with the agreed plan between the CSOS and the bidder.
 - 15.20.4 Ensuring that no services are disrupted during the transitioning-out period.
 - 15.20.5 Working alongside the CSOS and the incoming Service Provider during this period to ensure a smooth transition of services and business continuity.
 - 15.20.6 The **Solution Maintenance & Supports Services** portion of the contract will be managed using the following minimum service standards, which will be translated into a Service Level Agreement (SLA) during the contracting phase of this procurement.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target
Problem & Incident Management	Solution Availability	n/a	n/a	98% availability per month
	The resolution of End user calls	1 hour	<ul style="list-style-type: none"> • Critical: (4) Hrs. • High: (8) Hrs. • Medium:(16) Hrs. • Low: (24) Hrs. 	<p>95% of calls will be responded on within 1 Hour.</p> <p>95% of calls to be resolved based on the allocated priority.</p>
	Resolution of Pending Calls			<p>Pending calls do not exceed 10% of weekly call volume.</p> <p>Pending calls to be closed within 40 hours if the user is not responding with relevant information</p>
	Monthly and Quarterly Reports of all users who have access and have been deactivated on all systems being supported including System Administrators per system.	n/a	n/a	Monthly and Quarterly Reports of Users per system by the 5th of the month
	Root Cause Findings - Resolutions Tasks Implementation (for related tasks)	n/a	as per agreed timelines	100% of all Root Cause Analysis recommendations implemented within the approved timeframes.
	Root Cause Analysis Report - Report Contribution (if jointly responsible for resolution implementation with another component)	n/a	as per agreed timelines	100% of all Root Cause Analysis reports are provided within 3 days of major incident and/or problem resolution.
	Quality of support services	n/a	n/a	95% of all incidents / service requests resolved per month that are not re-opened after resolution.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)		Target
Corrective Maintenance (Break -fix services)	Severity Level 1 (Critical): (work around DOES NOT exist) Service Measure: 1. Mean Time to Resolve (MTTR) 2. This will constitute an emergency change 3. A temporary work around may be found to bring the system up 4. Permanent fixed to be in the next release	Defect /Critical Error/bug	1 hour	8 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 8-man hours (Permanent Fixes only)
		Data Fix	1 hour	8 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 8-man hours (Permanent Fixes only)
	Severity Level 2 (High): (work around DOES exist) Service Measure: 1. Mean time to resolve (MTTR) 2. Permanent Fix to be in next scheduled Release	High Severity Defect /Error	1 hour	16 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 16-man hours (Permanent Fixes only)
		Data Fix	1 hour	16 hours (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 16-man hours (Permanent Fixes only)
	Severity Level 3 (Medium): (does not stop service delivery and the processing of transactions but might be creating unintended results / work / additional processes)	Medium Severity Defect /Error	1 hour	24 hours (business hours)	95% of all medium corrective maintenance calls received for the month implemented within 24 working hours (Permanent fixes only)
	Service Measure: Mean time to resolve (MTTR)	Data Fix	1 hour	24 hours (business hours)	95% of all medium corrective maintenance calls received for the month implemented within 24 working hours (Permanent fixes only)
Adaptive Maintenance	Classified as Minor	Request for Service (RFS)	8 hours	16 hours	100% of RFS's issued.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)		Target
	<p>Enhancements</p> <p>Inclusive of:</p> <p>1. Business Processes or legislation changes</p> <p>2. Functionality Modifications</p> <p>3. Cosmetic Changes & Configuration of Reports that do not require changes to the front end or database</p>	Development	n/a	As per timelines stipulated in the approved RFS.	100% of all RFS's developed as per timelines stipulated in the approved RFS.
		Testing	n/a	As per timelines stipulated in the approved release into the Testing environment.	<p>100% of all RFS's tested as per approved testing timelines.</p> <p>90% successful testing results (10% to be resolved as part of rework, if any).</p>
		Production	n/a	As per timelines stipulated in the approved release into the Production environment.	<p>100% of all RFS's implemented as per approved production implementation timelines, staging, and pilot sign off.</p> <p>Not more than 1 instance recurrence of an incident in production.</p> <p>No more than 10% of RFS's deployed into staging environment to be returned for development.</p>
Perfective Maintenance	<p>Classified as Major Enhancements</p> <p>Inclusive of:</p> <p>1. New Business Processes, legislation, and reports that require customization and changes to the Front end and the database.</p> <p>2. New Functionality</p> <p>MTTRespond: 2 Business Days</p> <p>MTTQuote: 5 Business</p>	Statement of Work (SOW)	16 hours	40 hours	100% of SOW's issued.
		Development	n/a	As per timelines stipulated in the approved SOW.	100% of all Major Enhancements developed as per timelines stipulated in the approved SOW.
		Testing and quality assurance for all maintenance done on applications	n/a	As per timelines stipulated in the approved release into the Testing environment.	<p>100% of all Major Enhancements tested as per approved testing timelines.</p> <p>95% successful testing results (5% to be resolved as part of rework, if any).</p>

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)		Target
	Day	Production	n/a	As per timelines stipulated in the approved release into the Production environment.	100% of all Major Enhancements implemented as per approved production implementation timelines, staging, and pilot sign off. Not more than 1 instance recurring of an incident in production. 100% Compliance to Project Schedule and Plan
Preventative Maintenance	Implementation of identifies preventive measures to avoid solution downtime or major incidents	n/a	n/a		100% Implementation of all identified preventative measures
Report Development & Enhancement Services	Development of new reports and/or Enhancement of existing reports that requires only solution configuration.	Approved SOW	40 business hours		100% of RFS's issued.
	MTTRespond: 2 Business Days	Configuration	As per agreed timelines		100% of RFS's issued.
	MTTQuote (Time only): 5 Business Days	Testing and quality assurance	As per agreed timelines		100% of RFS's issued.
		Production	As per agreed timelines		100% of RFS's issued.
Service Delivery Management Services	Attendance of Monthly service Management review meetings and response to service performance reports	n/a	Respond to Service Performance Reports with 40 working hours after the Service Review Meeting		100% attendance of service review meetings
Solution/Application Performance Monitoring	Performance Monitoring & Reporting	n/a	n/a		Up to 7 seconds per screen transition (Report due on the 10 th of the month)
Software Updates, Patching & License Management	Implement and maintain approved versions of DBMS software.		Monthly report detailing software in production		100% compliance to approved software version
	Participation in all platform upgrade	2 hours	As per agreed timelines		100% participation

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target
	Solution license Upkeep Service	n/a	n/a	Alert the CSOS when license utilisation reaches 85%
	Release Management (Incl. Roll back management)	n/a	n/a	100% of releases approved in line with the CSOS's change and release process.
Disaster Recovery, Back -ups and Restoration	100% Participation in Disaster Recovery (DR) activities	1 hour	In line with CSOS's DR policy	100% of services restored, with solution fully functional.
	Ensure Performing Backups as per the CSOS backup policy and schedule by 3 rd party vendor.		At least 6 back-up restorations and testing per annum. Monthly reporting on backups done.	98% of backups, as per mutually approved backup policy and schedule, completed successfully. Reporting will be available monthly by 10 th of the month.
	Database Administration function is responsible for keeping the enterprise databases and systems running. It also coordinates all dependent functions.	n/a	n/a	Monthly Report to include: a. Report on changes done on DB Table b. Log Files c. DBA Group and roles d. Respond to Audit Queries within 3 days e. Administrator Activities Monthly report on Data Changes to aid in Audit queries and Audit reporting
	Storage Administration, Monitoring and reporting on disk space availability and usage.			Adequate disk space. Threshold = 75% Capacity Usage reporting must be available monthly by the 10 st of the month.
Application Security	adherence to the CSOS application security policies & procedures	n/a	n/a	100% adherence to the CSOS application security policies & procedures

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target
Solution Document Upkeep	Configuration Management Database (CMDB)- Update (e.g., Software Configuration)	n/a	2 Working days	100% CMDB updated within 2 working days of every service that requires a CMDB update.
	Solution Documentation Upkeep Service	n/a	n/a	95% of all documents provided within the predefined timeframes
Contract Transitioning – OUT Services	Transitioning-Out services - implementation	n/a	Starting 1 month before the end of the contract termination date	100% of Transitioning-out services implemented in line with the approved plan.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

15.20.7 The service level standards quoted above are the generic standards used within the CSOS ICT management.

15.20.8 It is understood that due to the nature of the product and services procured herein that not all these service components will be applicable, and such must be taken into consideration when costing the M&S services. The Bidder may provide a strategy/approach directly addressing each of the applicable service component or Present in full, their own proven and successful M&S processes.

15.20.9 The bidder accepts the minimum service level standards as set out in this document and the associated penalties associated to non-performance.

15.21 User Base

NB: The number of users provided in this table can increase and decrease as new officials are recruited and others leaving.

FUNCTIONS/DIVISIONS OF CSOS	MAXIMUM USER BASE
Office of Chief Ombud	3
Company Secretariat	5
Internal Auditing	9
Risk Management	5
Strategy and Performance	5
Human Capital	13
Legal and Marketing and Comms	21
Facilities	8
Finance	37
ICT	19
Governance and Dispute	13
Regional Ombud - GP	47
Regional Ombud - KZN	34
Regional Ombud - WC	34
	253

15.21.1 The bidder must also provide for the scanning and uploading of the documents to the EDMS on an on-demand basis.

15.21.2 Bidder must provider for resources to be able to back scan documents on behalf of the CSOS on an on-demand basis.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

15.21.3 The CSOS will identify and allocate to the bidders the hard copy documents as and when required for the purpose of back scanning.

16. SUPPLY CHAIN MANAGEMENT COMPLIANCE REQUIREMENTS

16.1 Bidders must comply with the following compliance requirements prior to evaluation in mandatory requirements.

Documents required	Submitted Y/N
Valid B-BBEE certificate issued by an accredited SANAS verification agency /Sworn Affidavit signed by the EME/QSE representative and attested by a Commissioner of Oath/B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC)	
Proof of registration on the National Treasury Central Supplier Database (provide CSD report or CSD number)	
Valid tax pin number/Tax compliance letter	
Fully completed SBD Documents (1, 3.3, 4 and 6.1)	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

17. MANDATORY REQUIREMENT

17.1 Bidders must attach the following to be further evaluated. Failure to comply with mandatory requirements will result into disqualification and not further evaluated on functionality, price, and preference points.

NO	MANDATORY REQUIREMENT	SUBSTANTIATION (IF REQUIRED)	COMPLY /NOT COMPLY (Y/N)
1.	<p>PRIME BIDDER OR SUBCONTRACTOR CERTIFICATION / AFFILIATION REQUIREMENTS CONCERNING THE SOLUTION TO BE IMPLEMENTED</p> <p>The bidder must be the OEM/OSM or Registered as OEM/OSM partner to implement, maintain, and support the proposed solution</p> <p>NB: Should there be a subcontracting arrangement, bidders must submit the sub-contracting agreement documentation that explicitly confirms the partnership of the two parties in providing the proposed solution.</p>	<p>Attach an OEM verification by means of a valid (Not expired) letter or certificate from the OEM. This will be verified by the CSOS.</p> <p>NB: The Bidders certification/ partnership must remain valid for the full duration of the contract.</p>	
2.	<p>FINANCIAL STABILITY</p> <p>The Bidder confirms that it is financially stable to deliver all required services over the full duration of the contract.</p> <p>Financial stability will be confirmed by the evaluation of a BANK RATING LETTER <u>OR</u> Audited/Reviewed Financial Statements for the last three consecutive years in line with the bidder's financial year end.</p>	<p>Attach a letter from the bank indicating Bank rating of A, B, C or D <u>OR</u> audited/reviewed annual financial statements for the last three (3) consecutive years in line with the bidder's financial year end.</p>	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

	<p>NB: The Bank Rating Letter is <u>NOT</u> the same as an account confirmation letter from the bank. Submission of an account confirmation letter will lead to disqualification from the bid.</p> <p>NB: Submitted Financial Statements <u>MUST</u> be Audited/Reviewed. Compiled Annual Financial Statements will not be considered.</p>		
3.	Attendance of a compulsory briefing session.	No Substantiation required. Bidders are required to confirm attendance of the briefing session. CSOS will cross reference this with the attendance register.	

18. EVALUATION

18.1 Evaluation Committee

- 18.1.1 Proposals will be reviewed and evaluated using the 80/20 preference method by the CSOS Bid Evaluation Committee.
- 18.1.2 Bidders may be requested to submit any additional information required by the CSOS or to make a presentation or demonstration of the proposed solution.

18.2 Evaluation Criteria

- 18.2.1 Proposals will be evaluated based upon, but not limited to, in no particular order:
 - 18.2.2 Compliance with the RFP document, including provision of all information requested in this RFP.
 - 18.2.3 Demonstrated ability to provide services and expertise as listed in this RFP.
 - 18.2.4 Qualifications, experience, and in particular those staff proposed to be generally handling the contract.
 - 18.2.5 Reference checks.

18.3 Evaluation Process of Bids Received

- 18.3.1 Stage 1.
 - 18.3.1.1 Proposals with obvious deviations from the mandatory requirements will be disqualified from the functionality evaluation process.
 - 18.3.1.2 Only Bidders that achieve a minimum qualifying score of **70 %** points in functionality will be evaluated further on the 80/20 preference point system.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

19. FUNCTIONALITY

19.1.1 Bids received will be evaluated according to the following requirements as listed in the table below.

19.1.2 Bidders who score **less than 70% out of 100%** on functionality requirements listed below will be disqualified and will not be considered for further evaluation.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
Bidder's experience in the implementation of the proposed solution	<p>Provide reference letters from clients that confirm that the bidder has successfully implemented the proposed solution OR</p> <p>Refer to Annexure A (Section 19.1.3) below to complete schedule of projects completed.</p> <p>Failure to complete the table below (refer to section 19.1.3) will be regarded as non-responsive in terms of company experience criteria. The CSOS reserves the right to verify the experience claimed from the companies listed below</p>	<p>The proposed solution must be a commercially available web-based off-the-shelf solution .</p> <p>Note: The reference letter must be on the letter head of the client, state the name of the solution, name of the client, period/ date of implementation, contact person, contact number, and signed.</p> <p>Criteria:</p> <p>No reference letter submitted = 0</p> <p>1 reference letter detailing name of the solution, name of the client, period/ date of implementation, contact person, contact number and signed = 1</p> <p>2 reference letters detailing the name of the solution, name of the client, period/ date of implementation, contact person, contact number and signed = 2</p> <p>3 reference letters detailing the name of the solution, name of the client, period/ date of implementation, contact person, contact</p>	State page (s) number..... or State section/ tab.....on your proposal.	20	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		number and signed = 3 4 reference letters detailing the name of the solution, name of the client, period/ date of implementation, contact person, contact number and signed = 4 5 reference letters detailing the name of the solution, name of the client, period/ date of implementation, contact person, contact number and signed =5			
Solution	Provide a detailed proposal of your solution, its functionality, and how it will meet the requirement of the scope of work.	The proposed solution must address all the functional and non-functional requirements as listed in sections 6, 8, 12, and 13. The bidder should be able to demonstrate its capability to bring the contract to a satisfactory conclusion by describing the features of the proposed solution in addressing the functional and non-functional requirements. The proposal must cover the key areas of the solution: 1) Solution Functionality (e.g., Storage and Retrieval of content) as per section 6.1 2) Security and audit trails (Incl. cryptography) 3) Intuitive and user-friendly interface	State page (s) number..... or State section/ tab.....on your proposal.	30	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		4) Scanning capabilities (Scanning Interface) 5) Integration using commonly implemented protocols 6) Reporting 7) Data migration 8) ICT Infrastructure and Hosting as per section 13 Criteria: <ul style="list-style-type: none"> • The proposal meets less than eight (8) key areas = 1 • The proposal meets all eight (8) key areas (1 - 8) = 5 			
Technical Architecture	Presentation of technical architecture with regards to application and general functional requirements as per the proposed system including integration points and ICT infrastructure.	Detailed technical architecture that illustrates the entire solution to be implemented, how they relate or integrate with CSOS applications, and including the adherence to the ICT infrastructure requirements. The proposal must cover the following key areas for the infrastructure: <ol style="list-style-type: none"> 1) Solution Architecture diagram 2) Detailed Infrastructure Hosting Platform response 3) Business Continuity (DR Capabilities) 4) Security (Hosting security) 	State page (s) number..... or State section/ tab.....on your proposal.	10	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		5) POPI /GDPR compliance on Hosting solution Criteria: <ul style="list-style-type: none"> • Technical Architecture Meets less than (4) key areas = 1 • Technical Architecture Meets all five (5) key areas = 5 			
Implementation Methodology	Provide a detailed project plan (GANTT chart) including method statement that addresses the solution implementation services as per sections 5, 7, 9, and 10. The Gantt must provide activities for the successful implementation of the solution, activities related to system design and integration, duration for full delivery from contract sign-off, Period of commissioning, period of testing, and handover.	Detailed project plan for implementation of the solution inclusive of installation, configuration, customization, data imports, and training of staff and commissioning. Key areas of consideration on the project plan include: <ol style="list-style-type: none"> 1) Project Management methodology 2) Project Phases (based on delivery timelines) 3) Project Activities 4) Timelines 5) Resource Allocations 6) Risk mitigations, inclusions, exclusions, and assumptions 7) Monitoring and reporting (expenditure and project progress) 8) Change management. 	State page (s) number..... or State section/ tab.....on your proposal.	20	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		<p>Criteria:</p> <ul style="list-style-type: none"> • No project plan submitted = 0 • Project plan addresses 1 - 4 key areas = 1 • Project plan addresses 5 – 7 key areas = 3 • Project plan addresses all 8 key areas addressed = 4 • Project plan addresses all 84 key areas with solution implementation (excluding support and maintenance) indicating delivery within one (1) year timeframe = 5. 			
Key Personnel (Project Manager)	The competence of key management, professional, and technical personnel that the bidder proposes to employ on the implementation project needs to be assessed with particular emphasis on the skills and experience in technical areas comparable to the project.	<p>Provide a CV/Profile of the Project Manager who will be assigned to this project, highlighting the experience of the individual in managing similar ECDMS implementations.</p> <p>CV / Profile Criteria:</p> <ul style="list-style-type: none"> • Less than 1 year experience in managing similar projects = 0 • 1 year experience in managing similar projects = 1 point • 2 – 3 years' experience in managing similar projects plus proof of Project Management Professional certification or Prince 2 or PMBOK certification= 2 points 	State page (s) number..... or State section/ tab.....on your proposal.	10	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		<ul style="list-style-type: none"> • 4 – 5 years’ experience in managing similar projects plus proof of Project Management Professional certification or Prince 2 or PMBOK certification = 3 points • 6 - 7 years’ experience in managing similar projects plus proof of Project Management Professional certification or Prince 2 or PMBOK certification = 4 points • 8 or more years of experience in managing similar projects with proof of a Project Management Professional certification or Prince 2 or PMBOK = 5 points 			
Training and Skills Transfer	Methodology demonstrating how skills transfer will take place.	<p>The bidder’s proposal must outline skills transfer plan that articulates how knowledge and skills will be transferred to the CSOS Project Team.</p> <p>The skills transfer plan should outline the following aspects:</p> <ol style="list-style-type: none"> 1) Objectives and goals of the skills transfer plan. 2) Nature and scope of the knowledge and skills to be transferred. 3) Details of trainers. 	State page (s) number..... or State section/ tab.....on your proposal.	10	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)		
			Indicate what pages/section in proposal?	Weighting points (out of 100)	Score
		4) Timelines. Criteria: <ul style="list-style-type: none"> • No skills transfer plan submitted = 0 • Skills transfer plan addresses less than four (4) key aspects = 1 • Skills transfer plan addresses all four (4) key aspects on the plan = 5 			
TOTAL				100	
MINIMUM THRESHOLD				70%	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

19.1.3 ASSESSMENT OF BIDDER’S PERFORMANCE BY INDEPENDENT REFERENCE

(This form **must** be sent to the bidders’ previous clients to give reference to projects completed as explained in the evaluation criteria in the absence of a signed reference letter. All assessment forms must then be attached with the tender submission.).

Name of Bidder	
Value of Contract	
Date of Commencement	
Contract Duration	
Contract Completion Date	

Services Provided	Tick
Enterprise content and document management License	
ECDMS Solution Implementation	
Maintenance and support	
Hosted and secured platform of Enterprise solutions	
Provision of training on the implemented solution	

Your assessment of the Contractor’s performance in the following areas: Please tick one of the blocks on the right-hand side. 1 = Poor; 5 = Excellent	1	2	3	4	5
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					

COMMENTS:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

Name of Person Completing this Assessment Form	
Representing Firm	
Telephone Number	
Email Address	
Date of Assessment	

SIGNATURE OF OFFICIAL RESPONSIBLE FOR COMPLETING THE ASSESSMENT FORM.	
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20. PRICE & SPECIFIC GOALS (REFER TO SBD 3.3 FOR THE PRICING SCHEDULE)

20.1 Pricing Instructions

20.1.1 In order to facilitate a transparent selection process that allows equal opportunity to all bidders, CSOS has a Supply Chain Management policy that will be adhered to. Proposals will be evaluated in terms of the prevailing Supply Chain Management policy applicable to CSOS and it should be noted that proposals will be assessed using the 80/20 formula (preference points system) for Price and Specific goals as per the PPPFA and CSOS Preferential Procurement Policy.

20.1.2 All pricing must be in South African Rands.

CRITERIA	SUB CRITERIA	SUBSTANTIATION	WEIGHTING/POINTS
Price	Detailed budget breakdown	Attach quotation on the company letterhead as per pricing schedule	80
Specific Goals	CSD report reflecting that: company is at least 51% black owned by the below designated groups: <ul style="list-style-type: none"> • Women and/or • Youth and/or • People with disability and/or • Black people who are military veterans. 	Detailed (Full Registration) CSD Report	20
Total Points for Price and Specific Goals			100

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

20.1.3 Bidders must ensure that their price schedules consider all requirements for a fully operational system as specified in the minimum requirements and scope of work. Any omissions or errors will be provided at the bidder’s expense.

20.1.4 Bidders must make provision for contingencies and variable costing components of their solution.

20.1.5 Bidders must provide detailed cost items that are subject to price increases such as CPIX and Rate of Exchange.

20.1.6 Payment terms are 30 days from invoice and subject to an agreed payment plan based on deliverables and project milestones.

FIXED COSTS OF ONCE-OFF IMPLEMENTATION

	Description	Qty	Unit Price (Fixed)	Total
	FIXED PRICE PER MILESTONE			
1	Solution Implementation	1	R	R
2	Training and Support	1	R	R
3	Supply and Delivery of applicable licenses for a period of 5 years (Section 11 of the ToR)	1	R	R
4	ICT Infrastructure and Hosting	1	R	R
5	Project Management	1	R	R
6	Change and Communication Management	1	R	R
7	File Plan	1	R	R

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

8	Integration	1	R	R
8	Other (Bidder to specify)		R	R
9	Subtotal		R	R
10	VAT @ 15% (if applicable)		R	R
11	Total inclusive of VAT		R	R

VARIABLE COSTS - PRICING FOR RESOURCES (RATE CARD)

NO	Description	Unit Price (Hourly rate) Incl VAT				Total
		Year 1	Year 2 with CPI	Year 3 with CPI	Year 4 with CPI	
1.	Support and Maintenance (Section 15 of the ToR)	R	R	R	R	R
2.	Other (Bidder to specify)	R	R	R	R	R

NB: the maintenance and support services will be rendered on an ad-hoc basis. Refer to section 15.1.2 for more details.

21. TIMELINE OF THE BID PROCESS

21.1 The validity period of tenders and the withdrawal of offers, after the closing date and time is 120 days.

22. DURATION OF THE CONTRACT

22.1 The ECDMS solution implementation its envisaged to be implemented over five (5) years which includes 18 months of solution deployment and implementation (configuration and customization, development of the file plan, handholding and training, and scanning services) and 42 months of support and maintenance.

SERVICE	DURATION	COMMENCEMENT
Appointment and contracting		
ECDMS Solution Implementation Services	6 Months	From signing of SLA
Handholding and Training	1 Month	To take place during solution implementation
Scanning Services	6 months	Post-solution implementation as and when requested.
Solution Maintenance and Support	42 Months	42 Months (from date of implementation sign-off to contract end-date)

23. PROJECT MANAGEMENT RESPONSIBILITY

23.1 The CSOS Project Manager’s responsibilities will include:

23.1.1 Providing the service provider with all appropriate advice and information pertinent to the success of this project as well as assisting in setting up meetings with key management staff.

24. SUPPLIER DUE DILIGENCE

24.1 CSOS reserves the right to conduct supplier due diligence prior to final award or at anytime during the contract period. This may include confirmation of financial stability and requests for additional information.

25. COMPULSORY BRIEFING SESSION

25.1 There will be a compulsory virtual briefing session for this tender on the 15 February 2024 at 12:00 .Please see meeting link OR

https://teams.microsoft.com//meetup-join/19%3ameeting_NWUwNWEwYjQtZWQ4Mi00M2EyLWFkM2UtM2MyM2VIOGRlYzc5

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS
[%40thread.v2/0?context=%7b%22Tid%22%3a%226b6557b3-4111-4623-9cca-6281a5a00539%22%2c%22Oid%22%3a%22176956a5-10d9-4055-a088-e87ad3142391%22%7d](#)

25.2 Meeting link can be requested by the 14 February 2024 on the following email address: tenders@csos.org.za

26. RESPONSE FORMAT (SUBMISSION OF PROPOSALS)

26.1 The proposals must be submitted in the prescribed format. Standard bidding documents attached with Terms of Reference must be completed in full.

26.2 The bidder(s) are required to submit one (1) original copy of the bid document

27. LATE BIDS

27.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

28. COUNTER CONDITIONS

28.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

29. FRONTING

29.1 Government supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Government condemns any form of fronting.

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

30. COMMUNICATION AND CONTACT DETAILS

- 30.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Mr Zakhele Nkalanga via email: zakhele.nkalanga@csos.org.za or Tel:010 593 0533. Further information regarding Supply Chain Management matters can be sent via email to Mr. Mabu Manaka: tenders@csos.org.za or at Tel: 010 593 0533
- 30.2 The delegated office of CSOS may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 30.3 Any communication to an official or a person acting in an advisory capacity for CSOS in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 30.4 All communication between the Bidder(s) and CSOS must be done in writing.
- 30.5 Whilst all due care has been taken in connection with the preparation of this bid, CSOS makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. CSOS, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 30.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CSOS (other than minor clerical matters), the Bidder(s) must promptly notify CSOS in writing of such discrepancy, ambiguity, error or inconsistency in order to give CSOS an opportunity to consider what corrective action is necessary (if any).
- 30.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CSOS will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 30.8 All persons (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

31. PROPOSAL SUBMISSIONS REQUIREMENTS

- 31.1 The service provider must present the CSOS management with a comprehensive proposal and model outlining how they intend to address the specific needs and a line-item budget thereof together with a detailed project plan.
- 31.2

32. SUBMISSION OF PROPOSALS

- 32.1 Bid documents should be placed in the **tender box** on or before the closing date and time.
- 32.2 Bid documents will only be considered if received by CSOS before the closing date and time at 12h00:

Community Schemes Ombud Service

Building 4
Berkeley Office Park
8 Bauhinia Street
Centurion.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	
BID NO: CSOS006-2024R: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.	
CLOSING TIME: 12H00	CLOSING DATE:29 FEBRUARY 2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
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Services must be quoted in accordance with the attached Terms of Reference.

1. PRICING

1.1 The following format is to be used when submitting financial proposals:

FIXED COSTS OF ONCE-OFF IMPLEMENTATION

	Description	Qty	Unit Price (Fixed)	Total
	FIXED PRICE PER MILESTONE			
1	Solution Implementation	1	R	R
2	Training and Support	1	R	R
3	Supply and Delivery of applicable licenses for a period of 5 years (Section 11 of the ToR)	1	R	R
4	ICT Infrastructure and Hosting	1	R	R

5	Project Management	1	R	R
6	Change and Communication Management	1	R	R
7	File Plan	1	R	R
8	Integration	1	R	R
8	Other (Bidder to specify)		R	R
9	Subtotal		R	R
10	VAT @ 15% (if applicable)		R	R
11	Total inclusive of VAT		R	R

VARIABLE COSTS - PRICING FOR RESOURCES (RATE CARD)

NO	Description	Unit Price (Hourly rate) Incl VAT				Total
		Year 1	Year 2 with CPI	Year 3 with CPI	Year 4 with CPI	
1.	Support and Maintenance (Section 15 of the ToR)	R	R	R	R	R
2.	Other (Bidder to specify)	R	R	R	R	R

NB: the maintenance and support services will be rendered on an ad-hoc basis. Refer to section 15.1.2 for more details.

Signature (Bidder)

Date

1. The financial proposal for this assignment should cover for all assignment activities as per Terms of Reference.
 2. Period required for commencement with project after acceptance of bid _____
 3. Are the rates quoted firm for the full period? Yes/No
 4. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example, consumer price index.
-
-

Technical enquiries regarding bidding procedures may be directed to:

Mr. Zakhele Nkalanga

Tel: (010) 593 0533

Cell: 073 762 9935

E-mail address: zakhele.nkalanga@csos.org.za

Supply Chain queries may be directed to:

Mabu Manaka

Tel: 010 593 0533

Email: tenders@csos.org.za

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

BIDDER'S DISCLOSURE

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

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

- 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 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

**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

a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

		POINTS
PRICE		80
SPECIFIC GOALS	Detailed (Full Registration) CSD Report	20
Total points for Price and SPECIFIC GOALS		100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EME OR QSE which is at least 51% black owned by: <ul style="list-style-type: none"> • Women and/or; • Youth and/or • People living with disabilities, and/or • Military veterans 	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



SPECIAL REQUIREMENTS AND CONDITIONS OF THE CONTRACT.

CSOS006-2024R: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR PERIOD OF FIVE (5) YEARS.

CLOSING DATE: 29 FEBRUARY AT 12:00

VALIDITY PERIOD: 120 DAYS

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

1. SPECIAL CONDITIONS OF CONTRACT.

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

2. EVALUATION

- 2.1 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference. During this stage bidders will be evaluated for functionality based on achieving a minimum score of 70%.
- 2.2 Any proposal not meeting a minimum score of **70% on functionality** will be disqualified and not further evaluated on price and specific goals.

3. CLIENT BASE

- 3.1 Bidders must have specific experience and submit recent references (in a form of written proof in company letterhead / Client assessment form).
- 3.2 The CSOS reserves the right to contact references during the evaluation and adjudication process to obtain information.

4. SHAREHOLDERS/DIRECTORS PORTFOLIO

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

5. COMMUNICATION

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

6. COUNTER CONDITIONS

- 6.1 Bidders' attention is drawn to the fact that amendments to any of the special Conditions by bidders will result in the invalidation of such bids.
- 6.2 In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or contractor(s) was/were involved in:
 - 6.3 Directly or indirectly fixing a purchase or selling price or any other trading condition.
 - 6.4 Dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or collusive bidding.
 - 6.5 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

7. FRONTING

- 7.1 The Community Schemes Ombud Service supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the CSOS condemns any form of fronting.
- 7.2 The CSOS, in ensuring that bidders conduct themselves in an honest manner will, aspart of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on thebidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of the notification may invalidate the bid/contract and may alsoresult in the restriction of

the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSOS may have against the bidder/contractor concerned.

8. TIMEFRAMES AND FORMAL CONTRACT

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

9. PACKAGING OF BID

BID NO:CSOS006-2024R: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ENTERPRISE CONTENT AND DOCUMENT MANAGEMENT SOLUTIONS FOR A PERIOD OF FIVE (5) YEARS.

Bid closing date: 29 February 2024

Time: 12h00

Name and address of the bidder:

10. CONTACT DETAILS

Supply Chain Management Office:

Physical address:

The Community Schemes Ombud Service

Building 4, Berkley Office Park,

8 Bauhinia Street,

Highveld Techno Park,

Centurion

For General SCM enquiries: Mr. Mabu Manaka: 010 593 0533/ or email:

tenders@csos.org.za

For Technical enquiries: Mr. Zakhele Nkalanga; contact:010 593 0533 or 073 762

9935 email: zakhele.nkalanga@csos.org.za



Supplier Maintenance: Bank Details

Supplier name _____

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

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

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

Initial and Surname

Authorized Signature

Date dd/mm/yyyy

NB. Only original signed forms will be accepted.

- Registered name: _____
- Co. Registration No: _____
- Account Holder: _____
- Name of Bank: _____
- Name of Branch: _____
- Branch Code: _____
- Account Number: _____
- Type of Account: _____

Bank Stamp Here

Bank Official Name: _____

Contact Detail: _____

It is hereby confirmed that these details have been verified against the following screens:
ABSA-
FNB-
STD Bank-
Nedbank-
Other Banks-

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

A LETTER FROM THE BANK CONFIRMING BANKING DETAILS WILL ALSO SUFFICE

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.