



**SOUTH AFRICAN
COUNCIL FOR SOCIAL SERVICE PROFESSIONS**

**APPOINTMENT OF SERVICE PROVIDER FOR THE
DEVELOPMENT OF THE INTEGRATED ONLINE IT SYSTEM FOR
A PERIOD OF TWO (2) YEARS**

BID NO: SACSSP/02/2020

TERMS OF REFERENCE

PART B

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SYSTEM

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1. INTRODUCTION

1.1 Purpose:

This *Terms of Reference* sets out the general specifications for the development and implementation of an integrated online IT system for the South African Council for Social Service Professions to invite potential service providers to submit valid proposals for consideration.

1.2 The Client

1.2.1 The Client is the South African Council of Social Service Professionals.

1.2.2 The Registrar acts in accordance with section 11 of the Social Service Professions Act 110 of 1978 on behalf of the South African Council for Social Service Professions and may designate any employee to assist with the management of this work assignment.

1.3 Definition of terms

1.3.1 In the interpretation of the work assignment as set out in this *Terms of Reference*, technical terms used have its ordinary meaning as generally accepted in the specialized area of work, subject to paragraph 1.3.2.

1.3.2 The following definitions or descriptions apply in the interpretation of this *Terms of Reference*:

'integrated online IT system' means a web-based system where access is provided to a software system using a computer and internet connection.

'cloud-ready disaster recovery' means is a combination of strategies and services intended to back up data, applications and other resources to external companies cloud or dedicated service providers. When disaster occurs, the affected data, applications and other resources can be restored to the local data center, or a cloud (external) service provider, and resume normal operation for the enterprise without hindrance to Council's operations.

'back scanning' means conversion consists of digitizing volumes of hardcopy documents by using high speed scanning methods to convert these legacy documents into digital images which will be stored as document libraries.

'physical archives' means the process of archiving paper documents, in this case, files and receipts of registered social professionals stored in archive rooms.

'integration of verifications' means to check (verify) that the documents such as Identity card/document presented as proof of identity, is the same at Home Affairs and to verify the qualifications with South African Qualification Authority (SAQA).

'migration' means a phrase used to describe the process of moving data from one storage device to another. The current data in registers needs to be migrated when the online system is operational.

'current database' means describe current software that is designed for creating databases (registers) and managing the information stored in them which in this context, the databases (registers) keeps information in respect of social workers, student social workers, social auxiliary workers and persons practicing other professions in respect of which professional boards have been established in terms of Social Service Professions Act.

'Training session' means a face-to-face session with trainees to transfer knowledge and skills regarding a specific subject matter;

'end-users' means the person(s) who actually uses a particular system.

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'*security measures*' means the steps taken to prevent or minimize criminal acts, espionage, terrorism or sabotage.

'*service provider*' means the entity who has been legally appointed after the procurement process to execute this assignment;

'*fixed hourly rate*' means the amount payable per hour for an activity or service.

'*quality assurance*' means the internal verification by person employed or designated by the SACSSP whether the deliverable meets the minimum requirements related to the assignment and can be regarded as completed.

2. THE BACKGROUND

2.1 The SACSSP is a statutory body established in terms of section 2 of the Social Service Professions Act No. 110 of 1978. Council guides and regulates the professions of social work and child youth care work in aspects pertaining to registration; education and training; professional conduct and ethical behaviour; ensuring continuing professional development; and fostering compliance with professional standards.

2.2 Currently, SACSSP has four programmes within its core functions of the organisation namely: Registrations, Professional Conduct, Education Training and Development, and the Administration programme that consists of Finance and Administration, Office of the Registrar that is comprised of Registrar, Governance, Human Resources, ICT and Public Relations.

Since the fourth Council adopted the revised visions and mission as highlighted in the strategic plan 2016-2021, there has been a significant call in the sector demanding responsive intervention to ensure that council remains relevant and congruent to the needs of the sector. To be able to increase the footprint in all provinces more human resource capacity and capital infrastructure becomes an urgent need. The Annual Performance Plan 2020/21 aims to create value while utilising available resources. To ensure efficiency, one of the key performance areas as per the APP, which is a necessity is the review of the current management information system that was initially developed for the registration of Practitioners, known as Registers, and to incorporate them into an Integrated Online System for the operational function of all the programmes in an assimilated manner. This means that management and staff aim to assure and promote quality service delivery to the 78,000 existing practitioners and to accommodate new ones.

3. PROJECT DESCRIPTION

3.1 The South African Council Social Service Professions intends to review and improve its IT system as to accommodate the needs of its registrants and to improve the efficacy of its operations through an integrated online IT system. Thus, enabling the administration of the SACSSP to integrate its core functions in relations to each profession for which a professional board is or will be established and across professions registered with it.

3.2 The integrated online system shall include the following features:

3.2.1 Registration:

3.2.1.1 Online application and registration of newly qualified social service professionals, learners and students that are required to register, application and user registration approval

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- 3.2.1.2 Online payment and verification of payments of registration fees, annual fees or any other fees and ability to upload proof of payment
- 3.2.1.3 Online application for status of registration reports.
- 3.2.1.4 Practitioners to be able to view and update their profile as and when required.
- 3.2.1.5 Ability to link with the e-certificate program for the purpose of enabling practitioners to print their online invoices, receipts and certificate
- 3.2.1.6 The system should be able to put on hold or flag any member who did not pay annual fee by the 31st March of every year and flag any persons found guilty of professional misconduct.
- 3.2.1.7 Online application for restoration.
- 3.2.1.8 Online application for foreign qualifications.
- 3.2.1.9 Online application and specialization (probations, adoptions etc.)
- 3.2.1.10 Upload relevant documents including POEs for applications for registration; foreign applications; and specialization.
- 3.2.1.11 An interface is required to manage the extraction of various statistical reports such as new application status, deregistered, restored in a period, practitioners by area etc.
- 3.2.1.12 Ability to monitor the progress of any application by the office and the practitioners

3.2.2 Education, Training and development:

- 3.2.2.1 On-line CPD registration link per Professional Board
- 3.2.2.2 Allocation of a unique username and password per registrant
- 3.2.2.3 Individual registration profile per registrant
- 3.2.2.4 Integrated link with the registration database allowing registered practitioners to access the CPD link by using their SACSSP registration numbers
- 3.2.2.5 On-line application platform
- 3.2.2.6 On-line function to submit supporting documents as per the requirements
- 3.2.2.7 Acknowledgement message and unique reference number after the successful submission of applications
- 3.2.2.8 On-line distribution of received applications, learning materials, Portfolio of Evidence (PoEs) to assessors
- 3.2.2.9 On-line distribution of received applications, learning materials, PoEs to moderators
- 3.2.2.10 early warning signal of unallocated applications to assessors and moderators
- 3.2.2.11 On-line formulation of CPD points
- 3.2.2.12 Automatic on-line submission of CPD results to applicants

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- 3.2.2.13 Database of submitted applications per applicant, which includes the allocated CPD points, topics, assessment date, moderation date, assessor and moderator name and surname, results feedback date and approval period per application
- 3.2.2.14 On-line generation of reports
- 3.2.2.15 On-line generation of statistics
- 3.2.2.16 Individual appeal profile per registrant
- 3.2.2.17 Unique reference number after the submission of appeals
- 3.2.2.18 On-line function to submit appeal as per the requirements
- 3.2.2.19 Acknowledgement message and unique reference number after the successful submission of an appeal
- 3.2.2.20 On-line distribution of received appeals to assessors
- 3.2.2.21 On-line distribution of received appeals to moderators
- 3.2.2.22 On-line formulation of CPD points and learning material results
- 3.2.2.23 Database of submitted appeals per applicant, which includes the allocated CPD points, topics, assessment date, moderation date, independent assessor and moderator name and surname, results feedback date and approval period per application
- 3.2.2.24 Ability to monitor the progress of any application by the office and the practitioners

3.2.3 Professional Conduct:

- 3.2.3.1 Online logging of complains
- 3.2.3.2 Ability to monitor progress/status of the complaint by the Office and respondent
- 3.2.3.3 Uploading of necessary or required documentation
- 3.2.3.4 Link registers with professional conduct to obtain a practitioner's registration status
- 3.2.3.5 Uploading of preliminary investigation outcomes.
- 3.2.3.6 Uploading of disciplinary hearing outcomes.
- 3.2.3.7 Online lodging of appeals against preliminary investigation outcomes by complainant.
- 3.2.3.8 Online lodging of appeals against disciplinary hearing outcomes by respondents.
- 3.2.3.9 Uploading of appeals outcomes.
- 3.2.3.10 uploading of case studies.
- 3.2.3.11 uploading of case laws (court judgements)
- 3.2.3.12 Generation of statistical reports

3.2.4 Finance

There current system provides for replicated efforts as both the accounting system and Registers are not integrated. Currently, the practitioners' records are kept separately in the Registers and Accounting System. To manage these records, the new system must be able to perform the following functions:

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- 3.2.4.1. Linking of accounting system (Sage Evolution) with the other divisions where finance matters are concerned.
- 3.2.4.2. Synchronise new and existing practitioner profiles on the registers with the accounting system vice versa
- 3.2.4.3. Practitioners are required to pay for registration fees, annual fees, restoration fees, status report and or any other fees related to their accounts:
 - a. Issue automatic invoices for all payments required by the system whether for an application, restoration, status report, Continued Professional Development (CPD) payment, Fines, assessments, etc.
 - b. Ability to calculate outstanding fees automatically.
 - c. View customers statements.
 - d. Record payments made and proof of payment uploaded.
 - e. View report on invoices and payments with dates.
 - f. Reminders for overdue payments.
- 3.2.4.4. Printing of online receipts and statements
- 3.2.4.5. Provide secure online payment (via debit or credit card) linked to Sage Evolution for automatic update.

3.2.5. Communications

- 3.2.5.1 The system must have bulk sms and email sending functionality.
- 3.2.5.2 The system must update the sender of delivered or undelivered sms's and emails

3.2.6 IT Department

- 3.2.6.1 Full administrative privileges to the system.
- 3.2.6.2 Total ownership of the code and system.

4. SCOPE OF WORK

- 4.1. The scope of work to be covered shall be as follows:
 - 4.1.1. The conceptualisation of an integrated online IT system that supports the following functions of the SACSSP:
 - 4.1.1.1 Registration
 - 4.1.1.2 Education, training and development
 - 4.1.1.3 Professional Conduct
 - 4.1.1.4 Finance
 - 4.1.2. The design and establishment of the online IT system shall include the following:

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- 4.1.2.1 A cloud-ready disaster recovery component.
- 4.1.2.2 Security measures that safeguards the IT system, databases and documents.
- 4.1.2.3 Portal for back scanning of physical archives and new documents
- 4.1.2.4 Integration APIs for online payment gateway
- 4.1.2.5 Integration of verifications with the Department of Home Affairs.
- 4.1.2.6 Integration of verifications with the South African Qualifications Authority (SAQA).
- 4.1.2.7 Documentation on the configuration and deployment of the solution.
- 4.1.2.8 Documenting and indexing of content in an approved format
- 4.1.3. Migration of current database to the developed integrated system;
- 4.1.4. Initiate and support the implementation of the integrated online system over a period of 24 months.
- 4.1.5. Capacity support and training through:
 - 4.1.5.1 The development and provision of custom technical and user-friendly manuals in relation to the online system.
 - 4.1.5.2 The development and provision of training materials and an orientation on the use of these materials to the relevant staff members.
 - 4.1.5.3 Training sessions for end-users and staff members on-site on the system through multiple sessions not exceeding 80 hours in total.

5. DELIVERABLES AND PAYMENTS

- 5.1 The successful service provider will be required to meet the deliverables as described below and payment will be linked to the successful completion and quality assurance of each deliverable.
 - 5.1.1 **Deliverable 1:** Conceptualisation of an integrated online IT system as described in paragraph 4.1, within 21 days after the signature of the contract, which shall include, but not limited to:
 - 5.1.1.1 *Written conceptual document* based on a mutually agreed format, that practically sets out the features and design of the online IT system based on benchmarks for similar organisations in the country and information provided by staff and/or any other party. Provided that if this conceptualisation does not meet the minimum requirements that were provided as part of the brief for this assignment, that the service provider be required to re-submit an improved conceptual document without any additional costs within 5 working days.
 - 5.1.1.2 A *detailed project work plan* with proposed timeframes for the design and operationalization (when system is fully functional) of the integrated system, that shall include the approach to be followed, resource allocation, amongst others.
 - 5.1.1.3 An *identification of any real or potential risks* for the implementation of the envisaged integrated system.
 - 5.1.1.4 *Payment* towards this deliverable shall only be made subject to the submission of all the deliverables describe in paragraphs 5.1.1.3 to 5.1.1.3 and written approval of the project work plan and associated timeframes as contemplated in paragraph 5.1.1.2.

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- 5.1.2 **Deliverable 2:** The design and establishment of all the requirements of the integrated online IT system as described in paragraph 4.1.2, subject to the time frames agreed to in paragraph 5.1.1.2, but not exceeding a period of three months. The service provider shall, as part of this deliverable:
- 5.1.2.1 Submit a *two-weekly progress report* on the progress in relation to the design and establish of the integrated online IT system, with explicit reference to progress in relation to each component as stipulated in paragraphs 4.1.2.1 to 4.1.2.8.
- 5.1.2.2 *Payments* towards this deliverable shall only be made subject to actual indicators for completion as agreed in the work plan provided in terms of and the quality assurance thereof by a person competent to do so in the employ of the SACSSP or designated.
- 5.1.3 **Deliverable 3:** Complete the migration of the existing system and database to the integrated IT system as described in paragraph 4.1.3 within 10 working days after the establishment thereof. This shall include
- 5.1.3.1 The seamless and secure migration of the current system without loss of data or other information.
- 5.1.3.2 The assurance of uninterrupted operations of the administration of the South African Council for Social Service Professions.
- 5.1.3.3 Final quality assurance that the existing fully migrated and is fully integrated and operational in the new integrated IT system.
- 5.1.3.4 *Payment* towards this deliverable shall only be made subject to the final quality assurance as referred to in paragraph 5.1.3.1 to 5.1.3.3
- 5.1.4 **Deliverable 4:** Support the implementation of the integrated online IT system as described in paragraph 4.1.4, which shall include:
- 5.1.4.1 *Onsite support* as agreed and requested to a maximum of 20 hours per month for a period not exceeding 12 months.
- 5.1.4.2 *Off-site support* as agreed and requested to a maximum of 30 hours per month for a period not exceeding 12 months.
- 5.1.4.3 *Emergency support*, other than the agreed onsite and off-site support, subject to the prior approval of the designated staff member.
- 5.1.4.4 The requirement and need for implementation support shall be assessed on a month-to-month basis and will be billed against the actual number of hours that support was provided.
- 5.1.4.5 Payment towards this deliverable shall only be made on a monthly basis subject to number of hours that support was provided as logged in sufficient detail by the service providers and verified by the South African Council for Social Service Professions at a fixed hourly rate agreed to at the signature of the contract.
- 5.1.5 **Deliverable 5:** Capacity support, skills transfer and training on the implementation of the integrated online IT system as described in paragraph 4.1.5, which shall include:
- 5.1.5.1 *A custom technical manual* on the functionality, features, maintenance and implementation of the integrated online system.
- 5.1.5.2 *A custom user-friendly manual*, based on mutually agreed minimum content that can be used by a lay person (all staff) in the implementation of functional components of the integrated online

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system. Provided that the usability of this manual be field tested by the service provider amongst staff, before it is finalised.

- 5.1.5.3 A *training manual* on the implementation of the integrated online system, with training support resources that can be used to provide ongoing training to staff. This shall coincide with a thorough orientation of key identified staff on the content and implementation of the training manual.
- 5.1.5.4 *Onsite training* of staff members on the integrated online IT system on dates and times agreed to in advance, which shall include group trainings, custom training per specialized division, individual training, to a maximum 80 hours of actual training.
- 5.1.5.5 Payment towards the deliverables as contemplated in paragraphs 5.1.5.1 to 5.1.5.3 shall only be made upon the submission of the product and completion of all components associated with that product, and quality assurance by a person competent to do so in the employ of the SACSSP or designated. Payment towards the deliverables as contemplated in paragraph 5.1.5.4 shall be made on a monthly basis subject to number of training hours at a fixed hourly rate agreed to at the signature of the contract.
- 5.2 Notwithstanding the above, the service provider may be requested to provide a written progress report to the client in additional to any other report already required to be provided.
- 5.3 No payment shall be made unless the provisions of each deliverable are met and quality assured, subject to the submission of a valid invoice.
- 5.4 The technical solution statement should articulate what value add the tenderer will provide in achieving the stated objectives for the project and detail the timeframes and proposed methodology.
- 5.5 Upon conclusion of the audit, it shall be incumbent upon the successful bidder to furnish to the client with network review reports with clear findings and actionable recommendations.

6. SKILLS REQUIREMENTS

- 6.1 The successful service provider shall have the relevant experience, subject knowledge and skills related to IT systems development and with particular reference to the scope of work as described in this *Terms of Reference*.
- 6.2 In order for the South African Council for Social Service Professions to assess the competency of service providers that submit proposals for this work assignment, the following need to be included as annexures to the proposal:
 - 6.2.1 Profile of the service provider and the services that it offers.
 - 6.2.2 A summary of the discipline, job-description, qualifications (level of education and training), experience and responsibility of every individual that will be part of the service provider's team that will be involved in the execute this assignment, with the following support documents per individual:
 - (a) detailed curriculum vitae's (CV's) of each individual;
 - (b) copy of each individual's Identity Document.
 - 6.2.3 Any service provider that does not comply with the requirements as set out in paragraphs 6.2.1 and 6.2.2 shall be disqualified automatically.

7. DURATION AND ALLOCATION OF WORK

- 7.1 This work assignment is a priority for the client and the successful service provider needs to provide as part of its proposal an estimated reasonable time that will be required for the completion of the assignment.
- 7.2 The client and service provider will review the timelines proposed subject to the consultation related to the paragraph 5.1.1 and the final agreement in terms of the *detailed project work plan*. The full duration for the implementation and completion of the work assignment shall be agreed to in writing, duly signed and attached to as an addendum to the original contract.
- 7.3 The service provider shall ensure that it allocate sufficient number of staff with the required competencies to the work assignment as to ensure the timely completion of all deliverables.
- 7.4 The date of commencement of this work assignment shall be deemed to be 5 working days after the signing of the contract between the service provider and the South African Council for Social Service Professions.
- 7.5 The work assignment shall only be deemed completed once all the deliverable indicated in paragraph 5 are completed and has been quality assured, and the integrated online IT system is operational as per the specifications linked to the deliverables.
- 7.6 In the case where the service provider is unable to complete the work assignment or any part thereof, the provisions of paragraph 9.4 shall apply. The service provider will be required under such circumstances to provide the client with a detail report with all information and specification of the work completed and required work not completed that need to be deliverable by another provider.
- 7.7 Any delay in the execution of this assignment shall be subject to penalty as indicated in paragraph 9.4, unless there is sufficient evidence that such a delay was outside of the immediate control of the service provider with an indication of the remedies in such a situation that the service provider employed to mitigate the delay or delays.

8. REMUNERATION / PAYMENT REGIME

- 8.1 Payments for expenditure accrued pertaining to the project shall be processed and paid as stipulated in paragraph 5, subject to the completion and quality assurance of a deliverable, and the submission of an invoice.
- 8.2 The service provider's fee/budget indicated in the proposal shall be valid for a period of 12 months
- 8.3 Payments will be made within 14 calendar days, subject to paragraph 8.1
- 8.4 The service provider is not entitled to travel and accommodation related costs, neither any session fees.

9. VARIATION CONDITIONS & POOR PERFORMANCE PENALTIES

9.1 Project Duration

- 9.1.1 The project duration is fixed to the conditions stipulated in paragraph 7 above.
- 9.1.2 The provisions of the *General Conditions of Contract* together with deliverables and scope of work shall apply and all terms and conditions therein must be fully complied with.

9.2 Cost / Expenditure

- 9.2.1 The total budget agreed in the final contract is fixed and will not be adjusted for the duration of the contract.
- 9.2.2 Under exceptional circumstances, where additional work and/or expenditure is required, the reasonableness of that shall be determined in accordance with the client's policies and procedures, based on an acceptable quote by the service provider that does not deviated from original fee structures, and such work may only proceed after written approval has been received to be attached as an addendum to the original contract. Provided that the need for such additional work or expenditure is not due to poor planning or omission of essential components to the implementation of the work assignment in the original proposal by the service provider.

9.3 Performance / Quality

- 9.3.1 The service provider is required to meet the general accepted minimum requirements that are accepted for this type of work in the sector; and any additional specified minimum requirements per deliverable that will be communicated in writing by the client at the start of the contract.
- 9.3.2 All deliverable shall be subjected to a quality assurance by a person or persons employed and or designated by the client with the required knowledge and skill.
- 9.3.3 The person(s) referred to paragraph 9.3.2 shall issue a quality assurance report that indicates that all the minimum requirements related to a deliverable or part thereof are met and functional.
- 9.3.4 No payment shall be made towards any deliverable unless the quality assurance report indicated in paragraph 9.3.3 has been issued.
- 9.3.5 In the case where the quality assurance referred to in paragraph 9.3.2 finds that a deliverable or part thereof does not meet the minimum requirements as agreed to, the service provider must attend to the matter(s) within a reasonable time. Hereafter a quality assurance in terms of paragraph 9.3.2 needs to be done again.
- 9.3.6 In the case where it is evident, subject to paragraph 9.3.5, it is evident to the client that the service provider is neither able nor competent to meet the minimum standards for a specific deliverable or part thereof, it may require from and direct the service provider to source such the skills required at the service provider's own costs, to execute and finalise the deliverable.
- 9.3.7 In case, during the course of implementing the work assignment, it is found by either the service provider or the client that the minimum requirements agreed to in paragraph 9.3.1 need to be

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adjusted, it shall be considered based by both parties based on sufficient motivation, and if agreed, be adjusted:

- 9.3.7.1 At no additional cost to the client; or
- 9.3.7.2 At an additional cost to the client, subject to paragraph 9.2.2.

9.4 Penalty Regime

- 9.4.1 No payment shall be made unless the required minimum standards are met as contemplated in paragraph 9.3.
- 9.4.2 A penalty of 5% of the amount due shall apply for any delay exceeding more than five (5) work days but less than 10 work days towards a deliverable or part thereof, subject to paragraph 7.7.
- 9.4.3 A penalty of 7% of the amount due shall apply for any delay exceeding more than ten (10) work days but less than 20 work days towards a deliverable or part thereof, subject to paragraph 7.7.
- 9.4.4 A penalty of an additional 1% per workday of the amount due shall apply for any delay exceeding more than 20 work days towards a deliverable or part thereof, subject to paragraph 7.7.
- 9.4.5 A penalty of 30% on all outstanding payments shall apply for any delay in the completion of the work assignment by the agreed completion date as contemplated in paragraph 7.2, subject to paragraph 7.7.
- 9.4.6 In the case where a service provider does not meet the minimum requirements towards a deliverable or part thereof and the provisions of paragraph 9.4.5 apply, the client has the right to impose a penalty of 5% on the payment amount related to the specific deliverable or part thereof.
- 9.4.7 In the case where circumstances as described in paragraph 7.6 arise, the service provider shall not be entitled to any payment due for a deliverable or deliverables not completed or partially completed.
- 9.4.8 If any payment was withheld for any reason within the scope of the contract or any other written agreement between the client and the service provider, and the circumstance for withholding the payment cease to exist or are remedied, the client shall pay the outstanding amount to the service provider with no additional interest.
- 9.4.9 No penalty or withholding of a payment shall apply if the service provider can undisputedly prove that a delay or poor performance is due to incorrect information provided to the service provider by the client, delays caused by the client, or was due to circumstances that it has no control over and/or could not anticipate at the commencement of the contractual agreement.

10. SUBMISSION OF PROPOSALS

- 10.1 Qualified service providers that meet the requirements are invited to submit a well-developed proposal in English based on the criteria below (paragraph 10.2) that reflects an understanding of the assignment and capacity to execute the assignment within the required timelines.
- 10.2 In the event where a proposal is submitted by a service provider as a joint venture or consortium:

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- 10.2.1 It must be indicated in all areas stipulated in paragraph 10.3.
- 10.2.2 A clear Memorandum of Understanding (MOU) between two (2) or more parties involved must be submitted as part of the service provider's proposal.
- 10.2.1 It needs to be indicated which party will be responsible for the financial management as the client will only make single payments to one party and not to multiple parties.
- 10.3 The documents are required for a proposal to be deemed complete and valid. The non-inclusion of any these components will lead to disqualification.
- 10.3.1 **Cover letter** on an official letterhead and duly signed by an authorise person, expressing the service providers interest in this assignment with a short motivation why it is competent and should be considered by the client for this work assignment.
- 10.3.2 An **executive summary** of the proposal, not exceeding 800 words, covering all the core components of the proposal.
- 10.3.3 A **comprehensive technical proposal** that includes as a minimum the following:
- (a) A *profile* of the service provider that submits the proposal, including it registration and legal status. *Please note paragraph 10.2.4.*
 - (b) A *summary* that indicates that the service provider understands the nature of this assignment (without copying the text in this Terms of Reference).
 - (c) A *description of the full scope of work* of this assignment with an explanation how the service provider will approach and execute the assignment. This part needs to provide sufficient technical details that will enable the client to assess and compare the service providers' ability to successful and with the minimum risks execute the work assignment.
 - (d) A *proposed project work plan* with *timelines* towards the implementation and completion of the work assignment.
 - (e) *Competency and skills* requirements to execute the assignment, including the provisions as set out in paragraph 6.
 - (f) An indication of *similar work undertaken* with an explanation of the work being done.
 - (g) An indication of any *affiliations, registrations* or similar that the service provider has part of its credentials. Copies of documentary proof need to be attached and clearly marked.
 - (h) An indication of any *anticipated risks* linked to the implementation of this work assignment and how these risks can be mitigated.
 - (i) *References* that can be contacted (at least two work related references). Indicate the (i) name of the person, (ii) company, (iii) telephone number, (iv) email address and iv) short indication of the work that service provider has done for the indicated reference.
- 10.3.4 A **detailed price proposal** in South African Rand that covers all components and sub-components of the work assignment.
- 10.4 Proposals must clearly marked with the reference number **SACSSP/02/2020** and reach the client on or before the stipulated closing date and time.

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- 10.4.1 Two printed copies submitted directly in the tender box at the client’s office: South African Council of Social Service Professions, **37 Annie Botha Ave, Riviera, Pretoria, 0084**
- 10.5 The client shall not be responsible nor liable for any proposal that was dispatched by a service provider and did not reach it whether in hard copy or electronically in time.
- 10.6 No late submission will be accepted, irrespective of any reason for a late submission.
- 10.7 Service Providers may ask for clarification on these Terms of Reference or any of its Annexure up to 48 hours during weekdays before the deadline for the submission of bids. Only written enquiries will be responded to and all enquiries should be directed to LibeM@sacssp.co.za. Copies of questions and answers will be emailed to all firms that register at the briefing session, without revealing the identity of the source of the questions. No enquires will be responded after this period.
- 10.8 Incomplete proposals shall not be considered, neither shall the client contact the submitting service provider with a request to submit the outstanding parts of a proposal.
- 10.9 The terms and conditions in paragraph 13 needs to be considered before a service provider submit a proposal.

11. EVALUATION OF PROPOSALS

- 11.1 All valid proposal shall be adjudicated in accordance with the SACSSP approved policies and procedures for procurement of services and products.
- 11.2 Without limiting the generality of SACSSP’s other critical requirements for this Bid, bidder(s) must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase, Bidders’ responses will be evaluated based on compliance with the listed administration and mandatory bid requirements.
- 12.3 The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

DOCUMENT THAT MUST BE SUBMITTED	NON-SUBMISSION MAY RESULT IN DISQUALIFICATION	
Part A: General Conditions of Contract	YES	Complete and signed the supplied pro forma documents
Part B: Terms of Reference SACSSP02/2020	YES	Complete and signed the supplied pro forma documents
Part C: Invitation to bid (SBD Forms)	YES	Complete and signed the supplied pro forma documents
Certified Company Registration (CK, Shareholder Certificate and resolution letter and	YES	Certified copies and signed

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DOCUMENT THAT MUST BE SUBMITTED	NON-SUBMISSION MAY RESULT IN DISQUALIFICATION	
ID Documents of members)		
Tax Clearance Certificate/ Registration on Central Supplier Database (CSD)	YES	Submit TCC, PIN and CSD The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered, proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
B-BBEE Rating Certificate from an accredited rating agency or a sworn affidavit	NO	Non-submission will lead to a zero (0) score on BBEE
In the event the company is bidding as a Joint Venture, all members of the JV must submit all required documentation (including venture agreement)	YES	Separate compliance documents per company listed on the JV documents
Comprehensive technical proposal (Functionality)	YES	Refer to 10.3.3
Pricing Schedule (Sealed separately)	Yes	Submit full details of the pricing proposal in a separate envelope

Please sign on Completion.

NAME OF BIDDER	
POSITION	
SIGNATURE	
DATE	

- 11.4 All shortlisted proposals will be assessed in accordance with a predetermined criterion in line with these terms of reference.
- 11.5 The SACSSP may request service providers who submitted proposals and are short listed to attend a briefing at its offices and/or to present a best and final offer before the finalisation of the evaluation process. The attendance of such a briefing will be at the cost of the service providers who are short listed.
- 11.6 The SACSSP may invite without reservation any independent third party to assist with the technical or financial evaluation of a proposal.

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- 11.7 The decision of the SACSSP after the adjudication process is final, subject to paragraph 12.4.
- 11.8 The SACSSP reserves the right not to appoint any service provider and/or to re-advertise the *Terms of Reference* without explanation.
- 11.9 Enquiries from service providers who submitted proposals and wish to enquire regarding the outcome of the bid will only be dealt with once the contracting is completed.
- 11.10 If no notice is received within 3 months after the closing date for applications, service providers who submitted proposals may assume that they were not selected.

12. BID EVALUATION CRITERIA

- 12.1 The proposals will be evaluated as an entire package with attention paid to the competence of the service provider in all of the necessary specialist and functional technical areas.
- 12.2 The technical evaluation will be done first before the price, and only proposals that receive a technical score of 65 and higher will be considered to proceed for further evaluation. A lesser score will be indicative of an escalated risk in the execution of the assignment and the assessment of the proposal (cover letter) will be discontinued and the application will not be further considered.
- 12.3 Notwithstanding paragraph 12.2, if it is found that the service provider does not have the necessary skills based on the information provided in terms of paragraph 6, and a score of less than 9 in that area is allocated, it will be indicative of an escalated risk in the execution of the assignment and the assessment of the proposal will be discontinued and the application will not be further considered.
- 12.4 **Technical/ functional evaluation criteria:**

TECHNICAL EVALUATION	<i>Weight</i>	<i>Score</i>
• Skills and qualifications of persons involved in the assignment (<i>ref. paragraphs 6 & 10.3.3(e)</i>)	25	
• Demonstrated experience, capacity, knowledge and capability of the service provider to execute the scope of work and deliverables as described in paragraphs 4 and 5. (<i>Ref. paragraphs 10.3.3 (a), (b), (c)</i>)	25	
• Live presentation of the similar undertaken	15	
• Methodology proposed to achieve the objectives of the assignment (<i>refer paragraphs 7 & 10.3.3 (d)</i>)	20	
• Relevant examples to assess competency (<i>ref. paragraph 10.3.3 (f) & (i)</i>)	5	
• Feedback from references provided (<i>ref. paragraph 10.3.3 (i)</i>)	5	
• General quality of the proposals and annexures thereto	5	
TOTAL	100	

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12.5 A minimum threshold for functionality of seventy (70) points is required. Bids that do not meet this threshold will automatically be disqualified from further evaluation.

12.6 Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference point system, where a maximum of 80 points are allocated for price and a maximum of 20 points are allocated in respect of the level of B-BBEE contribution of the bidder.

12.7 Price Evaluation

12.7.1 Price points will be calculated on the total price for the three deliverables as per specification.

12.8 B-BBEE Evaluation

12.8.1 20 points are allocated. B-BBEE rating certificates are applicable, and points allocated in terms of the B-BBEE Codes of Good Practice guideline as indicated in the following table.

12.9 Bidders must submit valid BBEE Certificates or affidavit signed by Commissioner of Oath which will be verified.

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

12.10 Points awarded For B-BBEE Status Level of Contribution

12.10.1. The preference points claimed by each bidder for attaining the B-BBEE Status Level of Contributor will be allocated to each qualifying bid when determining the total bid score under the preference points system. The points scored by a bidder in respect of the level of B-BBEE contribution, will be added to the points scored for price.

12.11 The price proposals of all technical proposals that scored the minimum technical scores will be compared and will be benchmarked against industry related prices.

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- 12.12 The final adjudication will combine and weigh the technical proposals against the proposed price in the price proposals as to determine the most suitable service provider that will provide a quality technical value for money, while considering all risks, including potential underpricing.
- 12.13 Oral presentations and briefing sessions Bidders who submit bids in response to this request for bid may be required to give an oral presentation, which may include, but is not limited to, service demonstration. This provides an opportunity for the vendor to clarify or elaborate on their service. This is a fact-finding and explanation session only and does not include negotiation. SACSSP shall schedule the time and location of these presentations. Oral presentation is an option of the SACSSP and may or may not be conducted.

13. GENERAL TERMS AND CONDITIONS

- 13.1 The individuals proposed for professional work on the project shall remain on the project unless the client grants prior permission to change the team composition. Such permission will not be withheld unreasonably.
- 13.2 No material or information derived from the provision of the services under the Contract may be used for any purposes other than those of the Council, except where authorized in writing to do so. All information will be held strictly confidential. The successful Service Provider may be required to sign a Confidentiality Agreement with the Council.
- 13.3 Copyright and title rights of all documents and electronic aids, software programs prepared or developed in terms of the appointment, shall vest in the South African Council for Social Service Professions.
- 13.4 The South African Council for Social Service Professions reserves the right to amend, modify or withdraw this *Terms of Reference* or any part thereof at any time before or after the closing date, without liability to compensate or reimburse any party that intends to or have prepared and/or submitted a proposal. Any amendments after the appointment of a service provider will be done with prior notice and consultation with the appointed service provider.
- 13.5 Any additional briefing notes, whether independently or as part of an enquiry in terms of paragraph 10.7, which may be issued by the Council to service providers should be considered as part of this TOR.
- 13.6 In the event that negotiations between the Council and a service provider selected as the successful provider fails with regard to the conclusion of a contractual agreement, the South African Council for Social Service Professions reserves its right not to appoint that service provider without incurring any liability to compensate or reimburse that service provider.
- 13.7 The South African Council of Social Service Professionals reserves the right to cancel the Contract forthwith and to terminate the service of the service provider with thirty (30) days' notice, and to do so if the service provider becomes unable for any reason whatsoever to implement any of the terms of the Contract due to causes within his/her control, or delay without proper cause. In such an event, the service provider shall, when called to do so, hand over to the Council all documents and papers which are related to the project.
- 13.8 The South African Council for Social Service Professions will also have the right to:

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- 13.8.1 Discontinue the services of the Service Provider at any stage during the project without any obligation to allow the Service Provider to execute the remainder of the project, and to;
- 13.8.2 Appoint a new service provider to execute the remainder of the project, should the South African Council for Social Service Professions not be satisfied with the executing of any part of the project by the Service Provider.
- 13.9 Should the Contract be cancelled in terms of paragraph 13.7, the quantum of remuneration due to the service provider for services rendered prior to the date of the termination of the contract shall be determined between the South African Council for Social Service Professions and the service provider.
- 13.10 Neither the Council, nor any of its respective, officers, or employees may make any representation or warranty, expressed or implied in this TOR document, and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future.
- 13.11 A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorized person.
- 13.12 A proposal submitted by a partnership must be accompanied by a written partnership agreement
- 13.13 A proposal submitted by a consortium or joint venture of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:
- (a) the conditions under which the consortium will function;
 - (b) its period of duration;
 - (c) the persons authorized to represent it;
 - (d) the participation of the several parties forming the consortium;
 - (e) the benefits that will accrue to each party;
 - (f) Any other information necessary to permit a full appraisal of its functioning.
 - (g) The costs of preparing proposals and of negotiating the Contract will not be reimbursed.
- 13.14 The service provider shall not commence any work or assume that it may commence work or incurred any expenses related to the assume work until such time that a valid contract is signed between the South African Council for Social Service Professions and the service provider.
- 13.15 The South African Council for Social Service Professions is not bound to accept any of the proposals submitted and reserves the right to call for best and final offers from short-listed service providers before final selection.
- 13.16 The South African Council for Social Service Professions also reserves the right to call interviews with short-listed service providers before final selection, and to negotiate price with the service providers.
- 13.18 No service provider that submitted a proposal may contact the South African Council for Social Service Professions on any matter pertaining to their proposal or process from the time when

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proposal is submitted to the time the contract is awarded. Any effort by a service provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.

- 13.19 Bid submission requirements must be completed in sections and appendices provided in the bid document.
- 13.20 Bids must be emailed inclusive of the technical proposal and pricing. Supporting documents required for compliance including a Valid Tax Clearance Certificate and all the SDB documents except for SBD 3.1 and 3.3, must be submitted together with the technical proposal.
- 13.21 Service providers may provide any additional information that they consider of importance to consider when their bid is evaluated.
- 13.22 Prospective Service Providers must at all times comply with the Council's Supply Chain rules and processes with regard to all projects and payments.
- 13.23 Direct family members of (i) staff working at the South African Council for Social Service Professions or (ii) Members of Council or any Professional Board will not be considered as it proposes a high risk of conflict of interest. A direct family member includes any of the following: Husband, wife, life partner, sister, brother, brother-in-law, sister-in-law, father, mother, father-in-law, mother-in-law, stepparent, daughter, daughter-in-law, stepdaughter, son, son-in-law, stepson, grandchild, uncles, aunts and first cousins.

14. CONTACT PERSONS

Technical Contact:
Mr Libe Molapo
Section: Information Technology Telephone Number: 012 356 8365 Telephone Number: 012 356-8300 Cellphone number: 073 372 0097 E-mail Address: LibeM@sacssp.co.za