



REQUEST FOR PROPOSALS (RFP) FOR THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO RENDER MAINTENANCE, TECHNICAL SUPPORT, LICENSING, SYSTEM CHANGES, AND ENHANCEMENTS TO THE AGRISETA'S CURRENT SAGE X3 ENTERPRISE RESOURCE PLANNING (ERP) AND SAGE 300 PEOPLE SYSTEMS, INCLUDING THE DESIGN, IMPLEMENTATION, AND SUPPORT OF E-RECRUITMENT, PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEMS, AND CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS, WITH AN OPTION TO EXTEND FOR A FURTHER TWENTY-FOUR (24) MONTHS AT THE SOLE DISCRETION OF AGRISETA.

BID NO: AGRISETA/2026/01

Closing date and time: 29 April 2026 @ 11:00 am

Bid Validity Period: 120 days.

TENDER BOX ADDRESS:

AgriSETA House

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ACRONYMS

Acronyms	Description
AgriSETA	Agricultural Sector Education and Training Authority
ATR	Annual Training Report
CSD	Central Supplier Database
DG	Discretionary Grant
DHET	Department of Higher Education and Training
ERP	Enterprise Resource Planning
GDPR	General Data Protection Regulation
MG	Mandatory Grant
OEM	Original Equipment Manufacturer
POPI Act	Protection Of Personal Information Act
RDP	Remote Desktop Protocol
SCM	Supply Chain Management
SDL Act	Skills Development Levies Act
SETA	Sector Education and Training Authority
VAR	Value Added Resellers
VPN	Virtual Private Network
WSP	Work Skills Plan

1. INTRODUCTION

AgriSETA is listed under Schedule 3 Part A of the PFMA as a public entity. Enabling a skilled and prosperous Agricultural sector. The entity is enacted through the Skills Development Act of 1997 Chapter 3, Section 9

Various Legislations are also applicable in the business operations of the SETA, such as the following:

- Higher Education Act, 1997 (Act No. 101 of 1997) (HE Act)
- National Student Financial Aid Scheme Act, 1999 (Act No. 56 of 1999) (NSFAS Act)
- National Qualifications Framework Act, 2008 (Act No. 67 of 2008) (NQF Act)
- Skills Development Levies Act, 1999 (Act No.9 of 1999) (SDL Act)
- Public Finance Management Act
- All related Regulations of this Acts
- National Treasury Regulations
- National Treasury Frameworks for Strategic Plans (SP) and Annual Performance Plans (APP)

2. PURPOSE

AgriSETA invites proposals from suitably qualified Service Providers to submit proposals for the provision of maintenance, technical support, licensing, system changes, and enhancements of Sage X3 Enterprise Planning (ERP) and Sage 300 People systems, including the design, implementation and support of E-Recruitment system, Performance Management and Development system , and Customer Relationship Management (CRM) system for a period of thirty-six (36) months, with an option to extend the contract for a further period of twenty-four (24) months at the sole discretion of AgriSETA. The scope of work covers supplying, installing, configuring, deploying, enhancements, changes, licensing, supporting, project management, and ongoing maintenance for all five (5) systems

The Bidder should be able to integrate the current SAGE X3 into the HR system (Sage 300 People, HR Recruitment, Performance Management and Development Systems, and Customer Relationship Management (CRM) over a period of thirty-six (36) months with a possible further extension for another twenty-four (24) months, at AgriSETA discretion/decision.

Prospective bidders are expected to submit proposals on how they will approach the

integration of the systems in detail. Bidders would need to also take into cognizance systems that are already in operation within AgriSETA and to be procured for Human Resource Recruitment and Performance Management and Development Systems, highlighting competencies in integrating ERP System with HR systems.

Additionally, it is of critical importance that bidders reflect on their capability to interface the proposed system with other technologies (e.g., SQL databases for existing systems) or any other databases (e.g., PostgreSQL) for future systems that AgriSETA may deploy within its environment.

At a high level, AgriSETA expects a successful bidder to provide the following services as outlined below:

- Conduct comprehensive consultative sessions with AgriSETA's Internal & Core business and Support function stakeholders, to elicit full functional requirements and business expectations, where additional functionality, changes, and systems enhancement are required.
- Provision of a technical support and maintenance contract which will include the appropriate support, licensing, enhancements, changes, and maintenance for both Sage X3 (ERP) and Sage 300 People for current and future modules deployment, for a period of thirty-six (**36**) months with a possible further extension for another twenty-four (24) months, at AgriSETA discretion/decision.
- The Hosting Service will be provided by the AgriSETA appointed cloud hosting service provider on Microsoft Azure platform.
- Bidders must provide proof that they are accredited Value-Added Resellers (VARs), also referred to as Business Partners, certified and approved by Sage (the Original Equipment Manufacturer – OEM). Such certification and approval must be current, valid, and issued directly by Sage, authorizing the bidder to render the services required under this scope of work.
- Bidders must ensure that they provide all required licenses, functional & technical support, enhancements, changes, security, training, and maintenance services on all the modules within their proposals and inclusive of the existing HR system modules support.

3. PROJECT/ CONTRACT PERIOD

The contract is for a duration of thirty-six (**36**) months with an option to extend for a further twenty-four (**24**) months at AgriSETA discretion/decision.

4. PAYMENT TERMS

AgriSETA undertakes to pay valid invoices in full, within 30 (thirty) days from date of receipt of the invoice, for work done to its satisfaction. No payment will be made where there is outstanding information, until that outstanding information is submitted, and the delivery has been successfully submitted to the SETA. AgriSETA shall not pay for any unproductive or duplicated time spent by the service provider on any assignment as a result of staff changes or redrafting of reports.

5. NON-COMPULSORY BRIEFING SESSION

A non-compulsory briefing session will be held on zoom on **09 April 2026 @ 09:00am** the link for the zoom: Please click the link below to join the zoom: <https://agriseta-co-za.zoom.us/j/96397478978>

6. SUBMISSION OF PROPOSALS

Bidders must submit one (1) original, two (2) copies and one (1) soft copy (in a memory stick) of their bid proposal. Price Proposals must be submitted separately from the technical proposal for the attention of:

Name: SCM Manager

Email: quotations@agriseta.co.za

Physical Address:

AgriSETA Offices

No: 529 Belvedere Street Arcadia Pretoria
0001

Documents must be clearly labelled as “*Original*” and “*Copy*.”

7. BACKGROUND

The Agricultural Sector Education and Training Authority (AgriSETA) currently makes use of Sage X3 (ERP) portal for Finance, Supply Chain Management (SCM), Marketing and Communications (MARCOMMS), Office of the CEO, Learning Programmes and Projects (LPP), Skills Planning and Research (Mandatory Grants) and Sage 300 People (Payroll and Leave) for Human Resources Management hosted on the Microsoft Azure cloud environment and accessible through web portal.

The Human Resources Management department is intending to automate the current manual recruiting processes within AgriSETA by implementing an Electronic Recruitment system to create efficiencies within the SETA and implement a Performance Management and Development system aligned to AgriSETA's Policy and Remuneration Philosophy and Policy.

AgriSETA has crafted a technological roadmap that would see the organization centralizing all its core business systems as well as support systems. This centralization and amalgamation of systems have resulted in the organization's decision to consolidate on a singular suite of software systems.

8. CURRENT STATUS

The current application technology landscape within AgriSETA is as follows:

- Sage X3 (ERP) is currently hosted by AgriSETA's appointed cloud hosting service provider.
 - Main System Users are Finance, Supply Chain Management (SCM), Administration, Office of the CEO, Marketing and Communications (Marcomms), Skills Planning and Research (SP&R), Education and Training Quality Assurance (ETQA), Learning Programmes and Projects (LPP) Division.
 - Access to the system is through Virtual Private Network (VPN) and express route.
 - Secured Socket Layer (SSL) certificate has been deployed to enforce encryption
- All Finance, SCM, LPP, ETQA, Administration, Office of the CEO, Marcomms and Skills Planning and Research business processes are automated with a need for further automation enhancements.
- AgriSETA currently does not have a Customer Relationship Management CRM system for the Marketing and Communications Division.
- Sage X3 (ERP) and Sage 300 People are currently hosted by AgriSETA appointed cloud hosting service provider.
 - Current Sage 300 People system modules are Payroll, Leave Management, Employee Self Service, Skills Map & Performance Management. The main System Users – (Administration, Finance, HR,)
- All internal and external recruitment processes and performance management processes for internal staff are currently performed manually.

Summary Table of Current Status on Sage X3 (ERP) and Sage 300 People

Item	Modules used
SAGE X3 (ERP)	General Ledger (G/L) Accounts payable Account receivables AR/AP Processing Cash Management Sales Purchasing Inventory Management Fixed Assets Management Project budget Operational budget Contract Management
Procurement – Supply Chain Management (SCM)	Advanced RFQ Green Fields SCM – handholding phase Purchasing (Requisitions and Purchase Order) Contract Management
DocuVision	Document Management: eDMS
Developed Modules	Grants and Levy Module
SAGE X3 Marcomms	Customer Relations Module (CRM)
Sage 300 People Payroll	Payroll Leave Administration People Self Service Setup
Sage 300 People HR Modules (Licensed not implemented)	Job Management Personnel Management Performance Management Equity Module Skills Development Module

9. SCOPE OF WORK/ DELIVERABLES

The appointed service provider will be responsible for providing comprehensive **support and maintenance services** for the existing **Sage ERP system** for a period of thirty-six (36) months, including licensing, system changes, and enhancements, as well as **support and maintenance services** for the existing **Sage 300 People** including the design, implementation and support of E-Recruitment, Performance Management and Development, and Customer Relationship Management systems for a period of thirty-six (36) months.

The scope includes, but is not limited to, the following:

9.1. Sage X3 (ERP) and Sage 300 People Support and Maintenance Deliverables:

9.1.1. Sage X3 and Sage 300 people Licensing, E-Recruitment module/system, Performance Management and Development module/system the following modules must be licensed:

Human Resources Modules:

Modules	No of Users	No of licenses
1. Payroll module	1. 05 x HR users 2. 150 x AgriSETA users	1. Five (5) Administrators 2. 150(one fifty) standard users
2. Leave Administration module	1. 05 x HR users 2. 150 x AgriSETA users	1. Five (5) Administrators 2. 150(one fifty) standard users
3. People self-service setup module	1. 05 x HR users 2. 150 x AgriSETA users	1. five(5) Administrators 2. 150(one fifty) standard users
4. Job Management	1. 05 x HR users 2. 150 x AgriSETA users	1. five(5) Administrators 2. 150(one fifty) standard users
5. Personnel Management Module	1. 05 x HR users 2. 150 x AgriSETA users	1. five(5) Administrators 2. 150(one fifty) standard users
6. Performance Management and Development module/system	1. 05 x HR users 2. 150 x AgriSETA users	1. five(5) Administrators 2. 150(one fifty) standard users
7. Equity Module	1. 05 x HR users 2. 150 x AgriSETA users	1. five(5) Administrators 2. 150(one fifty) standard users
8. Skills Development module	1. 05 x HR users	1. five(5) Administrators 2. 150(one fifty) standard users

	2. 150 x AgriSETA users	
9. Recruitment module/system	1. 05 x HR users 2. 150 x AgriSETA users	1. Five(5) Administrators 2. 150(one fifty) standard users

Finance module:

Module	No of users	No of licenses
Sage x3 Core: <ul style="list-style-type: none"> • General Ledger (G/L) • Accounts payable • Account receivables • AR/AP Processing • Cash Management • Sales • Purchasing • Inventory Management 	8	8
Sage X3 Add On Modules: <ul style="list-style-type: none"> • Fixed Assets Management • Project budget • Operational budget • Contract Management 	8	8
DocuVision: <ul style="list-style-type: none"> • Document Management : eDMS 	150 users	150 users
Procurement – Supply Chain Management (SCM):	6 Users	6

<ul style="list-style-type: none"> Advanced RFQ CSD module 		
Developed Modules <ul style="list-style-type: none"> Grant and Levy Module: 	6 Users	6
Reporting <ul style="list-style-type: none"> Sage Enterprise Intelligence (SEI) 	6 Users	6

- 9.1.2. All Sage X3 and Sage 300 modules/systems people support and maintenance.
- 9.1.3. Sage X3 and Sage 300 people changes with allocated fifty (50) hours per month
- 9.1.4. Sage X3 and Sage 300 people information and cyber security.
- 9.1.5. Sage X3 and Sage 300 people enhancements. Allocated fifty (50) hours per month
- 9.1.6. Sage X3 and Sage 300 people training (all modules licensed).
- 9.1.7. Full Sage X3 and Sage 300 people Disaster Recover (DRP) planning and testing
- 9.1.8. on quarterly basis.
- 9.1.9. Full Sage X3 and Sage 300 people assist with audit process and audit findings resolutions.
- 9.1.10. Full Sage X3 and Sage 300 people access management on daily, weekly and quarterly basis.
- 9.1.11. Full Sage X3 and Sage 300 people migration from one cloud hosting service provider to another on AgriSETA's request.
- 9.1.12. Sage X3 and Sage 300 people configuration, testing and deployment to live.
- 9.1.13. Sage X3 and Sage 300 people Active Directory (AD) Integration.
- 9.1.14. Provision of post implementation support and maintenance with the following Service Level delivery times as defined in the below **Table 1**:

Priority	Description	Target Response	Time Target Resolution Time
Critical (P1)	System down and business halted	15–30 minutes	4 hours or less
High (P2)	Major functionality impaired	1 hour	8 hours or same day
Normal (P3)	Standard issue, workaround available	4 hours	2–3 business days
Low (P4)	Minor issue, no business impact	1 business day	5 business days

9.2. Design, implementation and support of Electronic Recruitment and Performance Management and Development systems:

The performance Management and development module is already licensed on Sage 300 People for AgriSETA and will require only deployment and configuration. The appointed service provider will be required to design, implement and support E-Recruitment and Performance Management and Development systems to offer the following functionality:

9.2.1. Electronic Recruitment (E-Recruitment) System

- 9.2.1.1. Provide cloud-based recruitment software, web-based resources, and other technology to find and attract talent in the workplace.
- 9.2.1.2. Ability to create processes and records for Applications, Shortlisting and Interview processes for audit purposes.
- 9.2.1.3. The tool must be able to ensure all appointments are in line with the job requirements and SETA organogram.
- 9.2.1.4. The online recruitment system must be integrated to the AgriSETA Corporate Website and other appropriate ICT platforms.
- 9.2.1.5. Configuration of automated pre-screening and selection of candidates.
- 9.2.1.6. Advertising the vacant positions.
- 9.2.1.7. Automated shortlisting process.
- 9.2.1.8. Profiling the ideal candidate.
- 9.2.1.9. Identifying the best candidates.
- 9.2.1.10. Advertise and upload on the system on behalf of the SETA.
- 9.2.1.11. Applicant tracking system.
- 9.2.1.12. Advertise the vacancies on the corporate website and online platforms.
- 9.2.1.13. Short listing of candidate facility.
- 9.2.1.14. Coordination of interview facility.
- 9.2.1.15. Must be licensed for unlimited users.
- 9.2.1.16. Free system training to all internal users.
- 9.2.1.17. Advertising window to run for 10 working days; and be disabled automatically at 16:30 of the closing date.
- 9.2.1.18. Ability to have shortlisting facilities to be created using keywords.
- 9.2.1.19. Applicants to be able to upload CVs, Qualification Certificates, Identity document and Cover Letters in word and pdf on the web portal.
- 9.2.1.20. Automated Responses for Applications to be set-up acknowledging receipt.
- 9.2.1.21. Automated Responses to be set-up for candidates who have been shortlisted for the next process.

- 9.2.1.22. Automated Responses to be set up for regretted candidates.
- 9.2.1.23. No access for Recruitment Agencies to submit applications on behalf of candidates.
- 9.2.1.24. Reduce the number of candidates in the pool, submitting the most qualified and relevant candidates.
- 9.2.1.25. Capacity to take / accommodate up to maximum of 20 000 (Twenty Thousand) applications per vacancy.
- 9.2.1.26. The bidder to provide training to users upon implementation of the project (Launch Session) for both e-Recruitment and Performance management Tool.
- 9.2.1.27. Assists AgriSETA Human Resources with Internal and External (AGSA) audits, responses and remediation on the online recruitment system.
- 9.2.1.28. Reporting monthly, quarterly, and annual reporting on all the e-recruitment activities.
- 9.2.1.29. Reporting monthly, quarterly, and annual reporting on all the Performance Management activities.
- 9.2.1.30. The system must store and process data within the borders of South Africa.
- 9.2.1.31. Performance Management tool must be secured, and vulnerabilities and penetration testing must be conducted on quarterly basis and report with remediation provided to AgriSETA.
- 9.2.1.32. The tool must have backup and disaster recovery capabilities.
- 9.2.1.33. The appointed service provider will be required to also customize the E-Recruitment system as per AgriSETA's policy/specification.
- 9.2.1.34. Upon contract expiry or termination, the appointed service provider must provide AgriSETA with a complete and secure copy of all data generated, captured, or processed through the system over the 36-month contract period. This data must be provided in an open, non-proprietary, machine-readable format to ensure future accessibility and compliance.

9.2.2. Performance Management and Development (PMDS) System

- 9.2.2.1. The Software should allow the development and creation of templates for Performance Agreement (Contracting), Md-Year Assessments (Months Review) and Final Performance Appraisals (Final Assessments) at the end of the PMDS Cycle.
- 9.2.2.2. The System should be able to calibrate all the scores for the Md-Year Assessments (Months Review) and Final Performance Appraisals (Final Assessments) at the end of the PMDS Cycle.
- 9.2.2.3. Capability to create new performance agreements, linked to employee's job profile.

- 9.2.2.4. Creation of mid-year review templates on the online platform.
- 9.2.2.5. Capability for incumbent to perform self-rating and line-manger's rating online.
- 9.2.2.6. Calibrate the scores once both parties have accepted the scores.
- 9.2.2.7. Provide opportunity for both parties to conduct online discussions where parties differ in the scores and score the data or minutes.
- 9.2.2.8. Capability to create a final appraisal template on the online platform.
- 9.2.2.9. Capability to create an opportunity for incumbent self-rating and line-manger's rating online.
- 9.2.2.10. The system must be able to store data for each financial year for audit purposes.
- 9.2.2.11. The PMD tool must be cloud based and compatible with Microsoft Azure cloud environment / platform.
- 9.2.2.12. The tool must have capability to integrate with the intranet.
- 9.2.2.13. The system must store and process data within the borders of South Africa.
- 9.2.2.14. Performance Management tool must be secured, and vulnerabilities and penetration testing must be conducted on quarterly basis and report with remediation provided to AgriSETA.
- 9.2.2.15. The tool must have backup and disaster recovery capabilities.
- 9.2.2.16. The appointed service provider will be required to customize the Performance Management and Development system as per AgriSETA's policy/specification.
- 9.2.2.17. Upon contract expiry or termination, the appointed service provider must provide AgriSETA with a complete and secure copy of all data generated, captured, or processed through the system over the 36-month contract period. This data must be provided in an open, non-proprietary, machine-readable format to ensure future accessibility and compliance.
- 9.2.2.18. Allocated hours for SAGE X3 (ERP) and Sage 300 enhancements and changes will only be billed when there is an approved request from AgriSETA for Changes or enhancements, unclaimed hours per month will roll over to the next month until the end of contract.
- 9.2.2.19. Bidder to provide copies of the data created during the contract with AgriSETA upon completion of the contract and to store back-up copies for audit purposes for a maximum period of 36 months upon completion of the project.
- 9.2.2.20. Bidders shall also possess the necessary technical skills/ know-how and financial capacity required to start and complete the full scope of work. Copies of all current relevant registrations, accreditations and certifications must be attached. The submitted proposals must be complete in all aspects and should cover the entire scope of work as stipulated in this RFP.

9.3. Implementation, Support and Maintenance for Customer Relationship Management (CRM) system

- Provide and deploy an enterprise-grade CRM solution (cloud, on-premises, or hybrid depending on the organisation’s preference).
- CRM licensing
- Conduct a detailed business requirements analysis.
- CRM configuration, testing, and deployment to live
- Conduct full solution testing (UAT, performance, regression)
- Perform solution design and configuration to meet organisational needs.
- Migrate existing customer data from legacy systems.
- Provide workflow automation for core business processes.
- Customise dashboards, reports, and user interfaces.
- Ensure the system supports omni-channel customer engagement (email, SMS, call centre, WhatsApp, web forms, chatbots, social media).
- Integrate the CRM with existing systems, including but not limited to:
 - ERP systems
 - Document management systems
 - Billing systems
 - Identity and access management
 - Existing authentication (e.g., Active Directory / Azure AD)
- Provide CRM support and maintenance
- Upon expiry/termination, the provider must deliver a complete, secure export of all CRM data in an open, machine-readable format

The Table below stipulates the required key functional areas which must be addressed by bidders in their proposals:

9.4 KEY FUNCTIONAL AREAS (TABLE 2.)

NB: Bidders must submit the below fully completed table as part of their proposal.

1. SCOPE REQUIREMENTS: General	COMPLY YES (✓)	DO NOT COMPLY (X)	PAGE NO. IN PROPOSAL
1.1 Sage X3 and Sage 300			

<p>people Licensing.</p> <p>1.2. Sage X3 and Sage 300 people support and maintenance.</p> <p>1.3. Sage X3 and Sage 300 people change.</p> <p>1.4. Sage X3 and Sage 300 people security.</p> <p>1.5. Sage X3 and Sage 300 people enhancements.</p> <p>1.6. Sage X3 and Sage 300 people training.</p> <p>1.7. Sage X3 and Sage 300 people Disaster Recover (DRP) planning and testing on quarterly basis.</p> <p>1.8. Sage X3 and Sage 300 people assist with audit process and audit findings resolutions.</p> <p>1.9. Sage X3 and Sage 300 people access management on daily, weekly and quarterly basis.</p> <p>1.10. Sage X3 and Sage 300 people migration from one cloud hosting service provider to another on AgriSETA's request.</p> <p>1.11. Sage X3 and Sage 300 people configuration, testing and deployment to live.</p> <p>1.12. Sage X3 and Sage 300 people Active Directory (AD) Integration.</p>			
<p>2. FINANCE (12 Users)</p>	<p>COMPLY YES (✓)</p>	<p>DO NOT COMPLY (X)</p>	<p>PAGE# IN PROPOSAL</p>

Licensing, Support, Security, Training and maintenance including enhancements and changes on the following modules:

- Accounts payable (Exchange / Non-Exchange)

Mandatory Grants

- Capability to create/ update supplier master data based on files imported in .sdl or .csv as detailed in the revenue/receivables section below
- Integration with the WSP & ATR Approval system to indicate.
- Each employer's grant approval status
- The size of each employer (Small, Medium, Large)
- Update each employer's bank details as submitted with their WSPs & ATRs
- Update each employer's contact details.
- Statements of grants paid per employer since inception of SETAs.
- Calculation of mandatory grants payable in line with SDL Act by merging levies received per employer and grants paid per employer since 2000 to date of payment.
- Ageing of unpaid mandatory grants
- Report on grants paid to each employer by size of employer and date of grant payment
- Accounts receivable
 - Levy and Grants Management
 - Capability for importing files in .sdl and .csv formats as received from DHET
 - Allocation of imported levy income files from DHET between the following levy income categories in line with SDL Act ratios.

<ul style="list-style-type: none"> ○ Discretionary levy income ○ Mandatory levy income ○ Administration levy income ○ Allocation of penalties and interest income ○ Statements of levies received per employer from year 2000 to date of reporting ○ Levy income analysis per employer, per year and per size of employer, small medium or large ○ Invoices ○ Deposits ○ Planning and budgeting ○ General Ledger & Trial Balance ○ Bank reconciliation ○ Automatic Cost Calculation ○ Cost Calculation Mode Selection ○ Cost Analysis ○ Advanced Allocations ○ ERP to Bank Interfaces and Reconciliation ○ Cash management ● Assets Management <ul style="list-style-type: none"> ○ Asset register and details. ○ Asset tagging, tracking, etc. ○ Depreciation ○ Fixed and intangible asset accounting ○ Grant or Project Accounting ○ Regulatory Compliance Support ○ Commitment Register ○ Print Remittance Advise ○ Cash Book ○ Order Management ○ Compliance and Legal reporting ○ Monthly Reporting of receipt of levies ○ Treasury Reporting (monthly, quarterly) ○ Audit Trails and Reporting for internal and external auditors ○ Fully integrated accounting reporting, including salaries 			
3. SCM/ PROCUREMENT (8 Users)	COMPLY YES (✓)	(✓)DO NOT COMPLY (X)	PAGE# PROPOSAL

<p>Licensing, Support and maintenance including enhancements and changes on the following modules:</p> <ul style="list-style-type: none"> • Purchasing: Acquisition of goods & services as well as Bid Management • Contract Management • Supplier Management (Relationship) • Demand Management • Travel Management • Supplier Database Management (interface with CSD) <p>Inventory Management Reporting</p>			
<p>4. PROJECT/S MANAGEMENT (SKILLS DEVELOPMENT PROJECTS) (70 Users)</p>	<p>COMPLY YES (✓)</p>	<p>DO NOT COMPLY (X)</p>	<p>PAGE# IN PROPOSAL</p>
<p>Licensing, Support and maintenance including enhancements and changes on the following modules:</p> <ul style="list-style-type: none"> • Disbursement of Grant Management. (Discretionary & Mandatory Grants) <ul style="list-style-type: none"> ○ Discretionary Grants disbursements shall occur once all project deliverables are approved. ○ Automatic generated remittances be sent to recipients of payments that would include information that includes project number and Programme ○ Mandatory Grants disbursements shall occur according to the schedule of MG disbursements that is generated by the SETA system(s). ○ Bulk upload functionality of approved grants ○ Automatic generated remittances to be sent of all Mandatory Grant payments made. 			

<ul style="list-style-type: none"> ○ The SETA system(s) shall process the EFT payments for grants and generate the payment advice. ○ The SETA system(s) shall update the SETA system(s) to reflect the payment status of grants. ○ Future integration of the finance module with the management information systems (MIS) once developed. ○ The solution shall include seamless integration between the various modules of the SETA system(s) to facilitate the processing of grant payments. It will require approval on the system of payments by the relevant SETA employees. ○ Grant Allocation ○ Electronic Requests ○ Bursary Management ○ Contract Management 			
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5. REPORTING AND BUSINESS ANALYTICS	COMPLY YES (✓)	DO NOT COMPLY (X)	PAGE# IN PROPOSAL
<p>Licensing, Support and maintenance including enhancements and changes of the following modules:</p> <ul style="list-style-type: none"> • Provide various project schedule reporting views. (e.g., Gantt chart, network diagrams, executive dashboard etc.) • Provide project health indicators on, inter alia: Cost/Budget, Schedule, Learners, etc., ranging from RAG (Red, Amber, Green) indicators to industry standard indicators such as CPI, SPI, % Complete, etc. The reports must be able to be viewed graphically or numerically in appropriate industry standard views. • Providing standard reports shall be built in the BI tool to provide reports that cannot readily be obtained from the SETA system(s) standard reporting mechanisms. • Provide the ability to filter reports to obtain reporting for various intervals. • Have the ability to communicate reports by sending email and notices relating to projects 			
6. HUMAN RESOURCES MANAGEMENT (5 HUMAN RESOURCES ADMINISTRATOR USERS) (150 End users on leave and payroll)	COMPLY YES (✓)	DO NOT COMPLY (X)	PAGE# IN PROPOSAL
<p>Licensing, Support and maintenance including deployment, configuration, enhancements and changes on the following modules:</p> <ul style="list-style-type: none"> ○ Payroll ○ Leave Management (Including automation) ○ Employee Self Service, ○ E-Recruitment system 			

<ul style="list-style-type: none"> ○ Performance Management and Development ○ Web Access ● Migration and merging of data. ● Seamless continuity of services through data migration process 			
7. MARKETING AND COMMUNICATIONS CUSTOMER RELATIONSHIP MANAGMENT (CRM) (5 CRM USERS)	COMPLY YES (✓)	DO NOT COMPLY (X)	PAGE# IN PROPOSAL
<p>Licensing, Support and maintenance including enhancements and changes on the following modules:</p> <p>Customer Relationship Management system to ensure that stakeholders' needs are met in a timely and efficient manner.</p> <ul style="list-style-type: none"> ● Marketing Campaigns ● Stakeholder Management ● Marketing Plan ● Mass Mail Assistant 			
8. OTHER SYSTEM REQUIREMENTS	COMPLY YES (✓)	DO NOT COMPLY (X)	PAGE# IN PROPOSAL
<ul style="list-style-type: none"> ● Implementation and Training of users ● Web Based and Accessible system 24 hours/ 7 days a week (provided you have login details) ● Change Management Implementation ● System documentation, testing and deployment. ● Knowledge Transfer & Training ● Ongoing support and maintenance of all solution components and modules, for a period of thirty-six (36) Months with an option to extend it for a further twenty-four (24) months at AgriSETA discretion/decision. ● System notification alerts to service providers. (Remittance) 			

<ul style="list-style-type: none"> • ERP System Licensing Model Options • Active Directory (AD) integration • CRM must integrate with the following (directly or via middleware/API layer) <ul style="list-style-type: none"> - Sage X3 (finance, suppliers) - Sage 300 People (contacts/positions as needed), e-Recruitment (applicant/contact sync) - PMDS (line-manager/employee mappings), Document Management (Doxit/DocuVision), Intranet, LMS • Integration with the following AgriSETA operational systems informed by the enterprise architecture and five (5) years ICT strategy: <ul style="list-style-type: none"> - Documents management (Doxit) - Intranet - Finance System - Learner Management System (MICTSETA) 			
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10. TECHNICAL MANDATORY REQUIREMENTS

Please note: Only the bidding company’s certificate/evidence will be considered. Certificate/evidence of the sub-contractor that the bidding company intends to subcontract to will not be considered unless it’s a Joint Venture (JV). JV Agreements pertaining to the bid in question must be attached and signed by both parties.

Service Providers to comply with the following requirements. Failure to comply with the mandatory technical requirements information and documents will lead to disqualification of the bidder.

NO.	DESCRIPTION	COMPLY YES (✓)	DO NOT COMPLY (X)
1.	<p>Bidders must submit a valid and current accreditation letter with the Original Equipment/Software Manufacturer (OEM) for both Sage X3 ERP and Sage 300 People ERP solution (i.e., Certified Business Partners or Value-Added Reseller).</p> <p>If proposing a non-Sage Performance Management and Development, E-Recruitment, and Customer Relationship Management (CRM) systems, the bidder must submit current and valid OEM accreditation letter.</p> <p>NB: Only Valid Accreditation will be considered, applications for accreditation will not be considered.</p>		

11. BUDGET

A detailed budget breakdown must be provided, including costs for software licensing, implementation, training, and providing technical support as and when required. Bidders **must** complete the Pricing **Schedule reflected as Annexure A. Failure to submit Pricing Schedule (Annexure A) will lead to disqualification.**

12. PENALTIES

- 12.1. If the bidder 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.
- 12.2. Failure to maintain agreed SLA targets (e.g., response and resolution times) will incur a penalty of 2% of the monthly support and support fee per breach, capped at 10% per month.
- 12.3. Payments shall be made only upon successful completion, testing, and formal written acceptance of each project milestone as per **section 9** of the TOR. AgriSETA reserves the right to withhold payment where deliverables are incomplete, non-functional, or fail acceptance testing.
- 12.4. Failure to deliver within the stipulated delivery timelines for the milestones outlined in **section 9** will result in a penalty of 2% of the support and maintenance fee for each month up until the module is completed and functional. In addition, if the identified issues remain unresolved, AgriSETA will afford the perspective bidder a reasonable opportunity to rectify the deficiencies by submitting a detailed corrective action plan and demonstrate measurable improvement within thirty (30) working days.
- 12.5. Where a module, enhancement or functionality is paid for but subsequently found to be non-functional, non-compliant, or incapable of operational use, AgriSETA reserves the right to recover all amounts paid in respect of such module.
- 12.6. Any change of project team member(s) without prior approval from AgriSETA will result in a penalty of 2% of the monthly support and maintenance fee per unauthorized change, and AgriSETA reserves the right to reject the project team member(s), based on the original terms of reference. The appointed service provider must provide AgriSETA with detailed reasons and evidence on why the project team member(s) cannot be retained as per the initial terms

of the original contract. Based on the assessment of the reasons and evidence provided AgriSETA reserves the right to reject the project team member(s). The appointed service provider must provide AgriSETA with the CV and qualifications, reference checks of the new project team member(s) for verification purposes. The project team member(s) must be replaced within a period of one month to avoid the 2% penalty of the monthly support and maintenance fee until a suitable project resource is replaced.

- 12.7. The Service Provider/Bidder warrants that the Sage ERP, Sage 300 People, Performance Management and Development, and E-Recruitment systems and all modules and enhancement shall be fit for utilization, fully functional, and compliant with all applicable legislation. Failure to meet this requirement shall constitute material breach of the contract.

13. EVALUATION CRITERIA

AgriSETA has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Mandatory Criteria (Phase1)	Key Functional Areas (Table 2.) (Phase 2)	Technical Evaluation Criteria (Phase 3)	Price and Specific goals Evaluation (Phase 4)
Bidders must submit all documents as outlined in section 10 above(10.Technical Mandatory Requirements). Only bidders that comply with the mandatory requirement will proceed to Phase 2 .	The bidder must meet all the Key Functional Areas under section 9.4 (TABLE 2.).Only bidders that comply with ALL these criteria will proceed to Phase 3 .	Bidder(s) are required to achieve a minimum of 75 points out of 100 points to proceed to Phase 4 .	Bidder(s) will be evaluated out of 100 points and Phase 4 will only apply to bidder(s) who have met and exceeded the threshold of 75 points .

13.1. Phase 1: Mandatory Criteria

Without limiting the generality of AgriSETA’s other critical requirements for this Bid, bidder(s) must submit the document (s) listed in Table under section 10. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During these phase Bidders’ responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

The following evaluation method will be used:

- After the closing date of the bid invitation, an appointed evaluation committee of

AgriSETA officials and possibly other external parties will evaluate the proposals of the bidders.

- The committee will individually evaluate each of the bid proposals received against the appointed criteria as provided for in Preferential Procurement Regulations, 2022. All proposals submitted will be evaluated on four categories:
- Mandatory requirements
- Key Functional Areas (Table 2.)
- Functionality Criteria
- Price and Specific goals

Bids will be evaluated using the 80/20 split. The 80/20 preference points system applies for acquisition of goods or services for Rand value equal or above R2 000 and up to R50 million.

Firstly, the assessment of functionality will be done in terms of the evaluation criteria and the minimum threshold value of 75 points. A bid will be disqualified if it fails to meet the minimum threshold value for functionality as per the bid invitation.

Only the qualifying bids will be evaluated in terms of the 80/20 preference points systems, 80 points will be used for price only and the 20 points will be used for specific goals. The points for price will be calculated in accordance with the formula prescribed in SBD 6.1 attached to this document.

13.2. Phase 2: Key Functional Areas (Table 2.)

The bidder **must** meet all the Key Functional Areas under section 9.4 (TABLE 2.) Only bidders that comply with ALL these criteria will proceed to Phase 3.

13.3. Phase 3: Functionality Criteria

For functionality, the following criteria will be applicable and the maximum value of points breakdown for each criterion using these scale level descriptors:

SCALE LEVEL DESCRIPTIONS	SCALE
No relevant response or information given to enable evaluation	0
Very poor response based on expected standard	1
Poor response based on expected standard	2
Average response based on expected standard	3
Good response based on expected standard	4
Excellent response based on expected standard	5

NOTE: Only evidence from the bidding company will be considered for the evaluation criteria below. Evidence of a sub-contractor that the bidding company intends to subcontract to will not be considered unless the bidding company has entered into a valid joint venture agreement signed by both parties as outlined in the conditions of the tender.

Points Breakdown:

CRITERIA FOR FUNCTIONALITY	BREAKDOWN OF POINTS		WEIGHT
<u>PROJECT APPROACH AND METHODOLOGY</u>			
The bidder must outline their methodology and approach in relation to the scope of work, including Project Methodology, Project Plan with implementation timelines.			
Project plan with implementation timelines, and Project Methodology	Bidder has not provided a Project plan with implementation timelines, and Project Methodology	[0]	10
	Bidder has provided a Project plan with implementation timelines, and Project Methodology.	[5]	
<u>COMPANY EXPERIENCE</u>			
The experience of the bidding company in similar SAGE projects or similar areas and conditions in relation to the scope of work will be evaluated. AgriSETA reserves the right to verify any information provided with other organisations, including the Sage South Africa (Pty) Ltd should it deem it necessary.			
Proven history for deploying, providing technical support, maintenance, integration of SAGE ERP, and SAGE 300 PEOPLE migrations, E-Recruitment, and Performance Management and Development systems. Bidders must provide proof of completed project testimonials on signed company letterheads. Letters /Testimonials must be for the projects completed on SAGE ERP, Sage 300 People, E-Recruitment, and Performance Management and Development Systems.			
Company Experience: Bidders are required to provide five (5) valid reference letters for completed projects related to Sage X3 ERP, demonstrating proven capability in the implementation, support, and maintenance of the Sage X3 ERP system. Each reference letter must clearly include the following: <ol style="list-style-type: none"> 1. Letters should include contact person and contact details. 2. Must be in the company letterhead of the referee. 3. Letters must indicate the duration of the contract. 4. Letters must be dated and signed. 5. References letters should not be older than five (5) years. Letters that fail to meet the details above will not be considered.	The bidder has submitted less than three letters reflecting successful completion of the projects that involve implementation and the provision of support and maintenance for the Sage X3 ERP system, or the submitted reference letters do not meet all the criteria on the left.	[0]	10
	The bidder has submitted three to four letters reflecting successful completion of the projects that involve implementation and the provision of support and maintenance for the Sage X3 ERP system.	[3]	
	The bidder has submitted five or more letters reflecting successful completion of the projects that involve implementation and the provision of support and maintenance for the Sage X3 ERP system.	[5]	

<p>Bidders are required to provide five (5) valid reference letters for completed projects related to Sage 300 People, demonstrating proven capability in the implementation, support, and maintenance of the Sage 300 People system. Each reference letter must clearly include the following:</p> <ol style="list-style-type: none"> 1. Letters should include contact person and contact details. 2. Must be in the company letterhead of the referee 3. Letters must indicate the duration of the contract 4. Letters must be dated and signed. 5. References letters should not be older than five (5) years <p>Letters that fail to meet the details above will not be considered.</p>	<p>The bidder has submitted less than three letters reflecting successful completion of the projects that involve implementation and the provision of support and maintenance for the Sage 300 People system, or the submitted reference letters do not meet all the criteria on the left.</p>	[0]	10
	<p>The bidder has submitted three to four letters reflecting successful completion of the projects that involve implementation and the provision of support and maintenance for the Sage 300 People system.</p>	[3]	
	<p>The bidder has submitted five or more letters reflecting successful completion of the projects that involve implementation and the provision of support and maintenance for the Sage 300 People system.</p>	[5]	
<p>Bidders are required to provide five (5) valid reference letters for completed projects related to E-Recruitment systems, demonstrating proven capability in the implementation, support, and maintenance of E-Recruitment systems. Each reference letter must clearly include the following:</p> <ol style="list-style-type: none"> 1. Letters should include contact person and contact details. 2. Must be in the company letterhead of the referee 3. Letters must indicate the duration of the contract 4. Letters must be dated and signed. 5. References letters should not be older than five (5) years <p>Letters that fail to meet the details above will not be considered.</p>	<p>The bidder has submitted less than three letters reflecting successful completion of the projects that involve implementation and the provision of support and maintenance for the E-Recruitment, or the submitted reference letters do not meet all the criteria on the left.</p>	[0]	10
	<p>The bidder has submitted three to four letters reflecting successful completion of the projects that involve implementation and the provision of support and maintenance for the E-Recruitment system.</p>	[3]	
	<p>The bidder has submitted five or more letters reflecting successful completion of the projects that involve implementation and the provision of support and maintenance for the E-Recruitment system.</p>	[5]	
<p>Bidders are required to provide five (5) valid reference letters for completed projects related to Performance Management and Development systems, demonstrating proven capability in the implementation, support, and maintenance of the Performance Management and Development systems. Each reference letter must clearly include the following:</p> <ol style="list-style-type: none"> 1. Letters should include contact person and contact details. 2. Must be in the company letterhead of the referee 3. Letters must indicate the duration of the contract 4. Letters must be dated and signed. 5. References letters should not be older than five (5) years 	<p>The bidder has submitted less than three letters reflecting successful completion of the projects that involve implementation and the provision of support and maintenance for the Performance Management and Development system, or the submitted reference letters do not meet all the criteria on the left.</p>	[0]	10
	<p>The bidder has submitted three to four letters reflecting successful completion of the projects that involve implementation and the provision of support and maintenance for the Performance Management and Development system.</p>	[3]	
	<p>The bidder has submitted five or more letters reflecting successful completion of the projects that involve</p>	[5]	

Letters that fail to meet the details above will not be considered.	implementation and the provision of support and maintenance for the Performance Management and Development system.		
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PROJECT IMPLEMENTATION, AND POST IMPLEMENTATION SUPPORT AND MAINTENANCE STAFF TO BE ALLOCATED TO AGRISETA PROJECT.

Minimum of four (4) staff members:

- i.) 4(four)CV's Included**
- ii.) Each submitted CV must demonstrate a minimum of five (5) years of relevant experience in the implementation, support, and maintenance in at least one of the following areas of specialty: Sage ERP, Sage 300 People, Performance Management and Development systems, and E-Recruitment platforms.**
- iii.) Proof of any valid SAGE professional certifications and a minimum of NQF level 6 qualification in Information Technology / Computer Science /Software Engineering/Information Systems /Human Resources/ Business Management, / Organizational Development to be included in response:**

CRITERIA FOR FUNCTIONALITY	BREAKDOWN OF POINTS	WEIGHT
<p>The experience of the four key personnel assigned to the project must be suitable for the implementation, support, and maintenance of Sage ERP, Sage 300 People, as well as for the deployment, configuration, support, and maintenance of Performance Management and Development, and e-Recruitment systems. The bidder must propose key personnel who hold at least one (1) valid professional Sage certification and a minimum of NQF Level 6 qualification in Information Technology/ Computer Science/ Software Engineering/ Information Systems/ Human Resources/ Business Management/ Organisational Development.</p>	<p>Four CVs have been submitted. Each candidate has five years' experience in the implementation, support, and maintenance on one of the following systems:</p> <ol style="list-style-type: none"> 1. Sage ERP 2. Sage 300 People 3. Performance Management and Development Systems 4. E-Recruitment systems <p>Furthermore, each candidate possesses valid Sage certification and a relevant NQF Level 6 qualification with the accompanying certification or qualification documentation having been certified within the past six months.</p>	<p>[5]</p>
<p>Each submitted CV must demonstrate at least 5 years' experience in at least one of the following four systems: Sage ERP, Sage 300 People, Performance Management and Development systems, and E-Recruitment systems.</p> <p>Proposals that do not contain CVs that are submitted without certified copies of qualifications and certifications will not be considered.</p> <p>Note that foreign qualifications must be evaluated and approved by SAQA for the Institution to be eligible for points.</p> <p>Certified copies must not be older than six (6) months</p>	<p>Fewer than four (4) CVs were submitted. In addition, one or more candidates have less than five (5) years' experience in the implementation, support, and maintenance of at least one of the following systems:</p> <ol style="list-style-type: none"> 1. Sage ERP 2. Sage 300 People 3. Performance Management and Development Systems 4. E-Recruitment systems 	<p>[0]</p>

PROJECT MANAGER EXPERIENCE

Key Project Manager responsible for managing the SAGE ERP Support and Maintenance Contract

- i.) CV to be included and **MUST** indicate projects worked on
- ii.) Minimum of 5 (five) years' relevant experience. The Project Management experience must be within ICT Projects.
- iii.) Minimum of NQF Level 06 in Information Technology/ Computer Science/Information Systems/ Business Administration.
- iv.) Valid Project Management Professional Certification

Project Manager CV must be submitted; all qualifications of the Project Manager must be certified with a date stamp of not older than 06 (six) months.

<p>Project Manager</p> <p>The Project Manager CV must indicate projects worked on and must possess the following minimum requirements:</p> <ol style="list-style-type: none"> 1. Minimum of 5 (five) years' relevant experience in implementation of ICT Projects. The Project Management experience must be within ICT Projects. 2. Minimum of NQF Level 06 qualification in Information Technology, or Computer Science, or Information Systems, or Information Systems, or Business Administration. 3. Project Management Professional certification <p>NB: Proposals that do not contain CVs that are submitted with certified copies of qualifications and proof of other documents will not be considered.</p> <p>Note that foreign qualifications must be evaluated and approved by SAQA for the Institution to be eligible for points.</p> <p>Certified copies must not be older than six months.</p>	<p>Project Manager has 02 (two) or less years' experience in project management with relevant NQF level 06 Qualification and Project Management Professional Certification</p>	[0]	10
	<p>Project Manager has three (03) years to 04 years' experience with relevant NQF level 06 Qualification and Project Management Professional Certification</p>	[3]	
	<p>Project Manager has five (05) years or more experience with relevant NQF level 06 Qualification and Project Management Professional Certification</p>	[5]	

PROPOSAL MEETS THE KEY FUNCTIONAL REQUIREMENTS AND AREAS AS OUTLINED IN TABLE .2

Bidders should detail in full in their proposals how each of the key functional areas will be addressed. The details should also highlight an understanding of the unique grants disbursements and projects funding within AgriSETA or SETA space.

NB: Failure to address all 8(eight) key functional requirements will result in a score of (0) for the below criteria

<p>Demonstrated Understanding of Project Requirements and ability to deliver on all eight (8) key functional areas as highlighted on section 9.3) under Key Functional Areas (table 2)</p>	<p>Proposal does not meet all eight (8) key functional requirements, including the grants and projects within the SETA space.</p>	[0]	15
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	Proposal meets all eight (8) key functional areas requirements, including the grants and projects within the SETA space as well as value added services.	[5]	
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TURNAROUND TIMES

POST IMPLEMENTATION - SUPPORT TURNAROUND TIMES

Bidders must indicate turnaround times for the support and maintenance service and activation of licenses specified in this RFP document.

The SLA response and resolution times in Table 1 apply to all five systems under this RFP—Sage X3, Sage 300 People, e-Recruitment, PMDS, and CRM

Service providers should note the following minimum expected turnaround times that are aligned to the Information Technology Infrastructure Library (ITIL) framework:

Priority	Description	Target Response	Time Target Resolution Time
Critical (P1)	System down and business halted	15–30 minutes	4 hours or less
High (P2)	Major functionality impaired	1 hour	8 hours or same day
Normal (P3)	Standard issue, workaround available	4 hours	2–3 business days
Low (P4)	Minor issue, no business impact	1 business day	5 business days

<p>Post Implementation Support Turnaround times and call resolution escalation paths</p> <p>Proposals must include a draft or sample service management plan that has a Sample Turnaround Times, Sample Service Level Agreement (SLA) with Priority Level Response for calls assigned Critical, High, Medium, Low status, showing escalation paths and contact numbers.</p>	<p>The bidder has not provided a draft service management plan, or the submitted draft or sample service management plan does not meet the minimum Turnaround Times that are aligned to the ITIL framework, showing escalation paths and contact numbers.</p>	[0]	10
	<p>The bidder has submitted a submitted draft or sample service management plan that indicates response times that meet all of the turnaround times for the provision of post implementation support and maintenance within the defined Service Level delivery times table 1 under Scope of Work in page number ten(10)</p>	[5]	

Total for functionality	100
Minimum Threshold Score	75

Bidders who **score 75 (average)** points and above will be considered in phase 4 of the evaluation.

The 80/20 points system will be used when evaluating this Request for Proposal.

Phase 4 of evaluation will include the sum of the two criteria below:

CRITERIA	WEIGHT
Price	80
B-BBEE status level of contribution	20
TOTAL	100

14. CONDITIONS OF TENDER

The requirement for content of the project proposal section below outlines the information that must be included in Bid offer. Failure to provide all or part of the information may result in your bid being excluded from the evaluation process.

- AgriSETA may at its own discretion vary an instruction to include more work or to reduce the work.
- The option to renew the contract on a month-to-month basis will be dependent on approval by the AgriSETA Accounting Authority or delegate pursuant the contract termination date.
- The option to extend the contract will be on AgriSETA discretion.
- If any conflict of interest is discovered during the assignment, AgriSETA reserves the right to summarily cancel the agreement and demand that all the information, documents, and property of AgriSETA be returned forthwith.
- AgriSETA reserves the right to request new or additional information regarding each bidder and any individual or other persons associated with its project proposal.
- Bidders shall not make available or disclose details pertaining to their project proposal with anyone not specifically involved, unless authorized to do so by AgriSETA.
- Bidders shall not issue any press release or other public announcement pertaining to the details of their project without the prior written approval of AgriSETA.
- Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. AgriSETA reserves the right not to consider further any bid where such a conflict of interest exists or where such potential conflict of interest may arise.
- The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which AgriSETA is prepared to enter a contract with the successful Bidder(s).
- Bidders must be registered in the National Treasury Central Supplier Database (CSD) and must submit CSD report with a tax compliant status with their proposal.
- Bidders are advised that submission of a project proposal gives rise to no contractual obligations on the part of AgriSETA.
- Disputes that may arise between AgriSETA and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- All returnable bid documents must be completed in full and submitted together with the bidder's proposal.
- The bidder must submit the **TOTAL BID PRICE** inclusive of vat and must be fixed for the duration of thirty-six (36) Months. The price proposal must cover all the AgriSETA requirements in line with the scope of work, failure to meet this requirement will result in disqualification of the bidder. The Price submitted must be verified thoroughly by the bidder and will be used as a FINAL OFFER by the bidder.

- Once the Bid has been submitted to AgriSETA within the bidding period, the bidder will not be allowed to amend the Bid Price Offer. Bidders must complete pricing schedule (annexure A), failure to complete will lead to disqualification.
- Completion of the Standard Bidding Documents below stated is mandatory, failure to do so will render your bid offer invalid.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. AgriSETA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. Agreements must be signed by both parties involved.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. Agreements must be signed by both parties involved.
- The bidder must submit their bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. Competitors subcontracting to each other is prohibited and both bidders will be disqualified, except partners in a joint venture or consortium.
- Joint venture agreements pertaining to the bid in question must be attached and signed by both parties.
- Submit Company registration documents and Company Profile
- Bidders must complete section 4 of the AgriSETA SBD 6.1 attached to this bid document.
- Please complete and submit the following (as attached) with your bid proposal:
 - Tax compliant CSD report/ tax pin
 - SBD 4
 - SBD 6.1
 - SBD 3.1
 Evidence to be submitted by EME's/QSE's: A certificate issued by a registered auditor, accounting officer or an accredited verification agency, or sworn affidavit.
- The bidder must submit Companies & Intellectual Property Commission (CIPC) company registration documents listing all Directors and Shareholders and certify ID copy of Directors and Shareholders. Including company profile.
- Bidders that wish to claim points for preferential procurement must do so by completing the relevant AgriSETA SBD6.1 form and provide necessary proof for points claimed when submitting their quotation/proposal/bid.
- In the event that a bidder did not complete the SBD 6.1 form, or they indicated that they do not wish to claim the preferential procurement the bidder is not disqualified. Such bidder will obtain points scored on price only and "0" for the preferential procurement.
- In case of a Joint Venture, a tenderer may not be awarded points for specific goals if both companies do not qualify for points for each specific goals. The highest points claimed between the two companies will be considered. Evidence as described in the SBD6.1 for points claimed must be submitted for each company in the Joint Venture.

15. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD

AGRISETA reserves its right to disqualify any bidder:

- who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange), directors or members of senior management, whether in respect of AGRISSETA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
- seeks any assistance, other than assistance officially provided by AgriSETA, from any employee, advisor or other representative of AgriSETA in order to obtain any unlawful advantage in relation to Bid Invitation.

- makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of AgriSETA's officers, directors, employees, advisors or other representatives.
- accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to AgriSETA.
- pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to AgriSETA.
- has in the past engaged in any matter referred to above; or
- has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

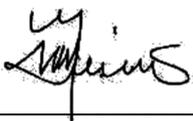
FRAUD ALERT

Dear Bidders/ Prospective Suppliers

The correspondence serves to notify the Bidders and Prospective Suppliers to be vigilant of fraudsters attempting to solicit money indicating that they can ensure and secure that your respective Company and /or Organization will win the AgriSETA bid or tender for a certain fee. These fraudsters are also claiming to be working for the AgriSETA.

The AgriSETA taking into consideration its Internal processes and the Supply Chain Management framework will not contact any bidder soliciting money in exchange of a Contract or Purchase Order.

Bidders and Prospective are therefore requested not to entertain such calls or emails. Should your Company, Organization or Individuals receive a suspicious email, urgently contact Ms. Kubenokuthula Ndlovu: Chief Risk Officer on (012) 301 5687 email: Kubenokuthula@agriseta.co.za; Alternatively call the AgriSETA Anti-Corruption Hotline, Free Call: 0800 869 624 or agriseta@hotline.co.za



Mr. Fanny Phetla

Acting: Chief Executive Officer

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	AGRISETA/2026/01	CLOSING DATE:	29 APRIL 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO RENDER MAINTENANCE, TECHNICAL SUPPORT, LICENSING, SYSTEM CHANGES, AND ENHANCEMENTS TO THE AGRISETA'S CURRENT SAGE X3 ENTERPRISE RESOURCE PLANNING (ERP) AND SAGE 300 PEOPLE SYSTEMS, INCLUDING THE DESIGN, IMPLEMENTATION, AND SUPPORT OF E RECRUITMENT, PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEMS, AND CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SYSTEM FOR A PERIOD OF THIRTY SIX (36) MONTHS, WITH AN OPTION TO EXTEND FOR A FURTHER TWENTY FOUR (24) MONTHS AT THE SOLE DISCRETION OF AGRISETA.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
AGRISETA HOUSE, 529 BELVEDERE STREET, ARCADIA 0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	DINEO DHLONGOLO		CONTACT PERSON	DINEO DHLONGOLO	
TELEPHONE NUMBER	012 301 5616		TELEPHONE NUMBER	012 301 5678	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	QUOTATIONS@AGRISETA.CO.ZA		E-MAIL ADDRESS	QUOTATIONS@AGRISETA.CO.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:
.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:
.....

(Proof of authority must be submitted e.g. company resolution)

DATE:
.....

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

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

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

Name of bidder.....	Bid number..... AGRISETA/2026/01.....
Closing Time: 11:00	Closing date: 29 April 2026.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	-----------------------------------------------------------------

-
- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)

- Period required for delivery
*Delivery: Firm/not firm

- Delivery basis

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

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

*Delete if not applicable

ANNEXURE A PRICING SCHEDULE

REQUEST FOR PROPOSALS (RFP) FOR THE APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER TO RENDER MAINTENANCE, TECHNICAL SUPPORT, LICENSING, SYSTEM CHANGES, AND ENHANCEMENTS TO THE AGRISETA’S CURRENT SAGE X3 ENTERPRISE RESOURCE PLANNING (ERP) AND SAGE 300 PEOPLE SYSTEMS, INCLUDING THE DESIGN, IMPLEMENTATION, AND SUPPORT OF E-RECRUITMENT, PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEMS, AND CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS, WITH AN OPTION TO EXTEND FOR A FURTHER TWENTY-FOUR (24) MONTHS AT THE SOLE DISCRETION OF AGRISETA.

BID NO: AGRISETA/2026/01

BIDDERS NAME: _____

Pricing (Inclusive of VAT and Delivery Costs) fixed for the duration of 36 months

(Supplier(s) to complete in space below)

Item #	Description	Unit Measure	Unit Price	Quantity	Price
1	Licensing: 1.1. Sage X3 (Finance, SCM, Assets, CRM, MARKETING) 1.2. Sage People (Payroll and Leave) 1.3. E-Recruitment System 1.4. Performance Management and Development System 1.5. Customer Relationship Management (CRM)	Per user		150 Users	
2	Sage X3 Installation / Implementation: 2.1. Sage X3 (Finance, SCM, Assets, CRM, MARKETING) 2.2. Sage People (Payroll and Leave) 2.3. E-Recruitment System 2.4. Performance Management and Development System	Per user		150 Users	

Item #	Description	Unit Measure	Unit Price	Quantity	Price
	2.5. Customer Relationship Management (CRM)				
3	Support and Maintenance: 1.1. Sage X3 (Finance, SCM, Assets, CRM, MARKETING) 1.2. Sage People (Payroll and Leave) 1.3. E-Recruitment System 1.4. Performance Management and Development System 1.5. Customer Relationship Management (CRM)	Per month		150 Users	
4	Enhancements and Changes: 1.1. Sage X3 (Finance, SCM, Assets, CRM, MARKETING) 1.2. Sage People (Payroll and Leave) 1.3. E-Recruitment System 1.4. Performance Management and Development System 1.5. Customer Relationship Management (CRM)	Per Change request and per hour		150 Users	
5	Training: 1.1. Sage X3 (Finance, SCM, Assets, CRM, MARKETING) 1.2. Sage People (Payroll and Leave) 1.3. E-Recruitment System 1.4. Performance Management and Development System 1.5. Customer Relationship Management (CRM)	Once off after system implementation		150 Users	
6	User Acceptance Testing: 1.1. Sage X3 (Finance, SCM, Assets, CRM, MARKETING) 1.2. Sage People (Payroll and Leave)	Per hour		30 Users	

Item #	Description	Unit Measure	Unit Price	Quantity	Price
	1.3. E-Recruitment System 1.4. Performance Management and Development System 1.5. Customer Relationship Management (CRM)				
7	System Administration and Access Management: 1.1. Sage X3 (Finance, SCM, Assets, CRM, MARKETING) 1.2. Sage People (Payroll and Leave) 1.3. E-Recruitment System 1.4. Performance Management and Development System 1.5. Customer Relationship Management (CRM)	Per month		150 Users	
8	DRP Testing, and Reporting: 1.1. Sage X3 (Finance, SCM, Assets, CRM, MARKETING) 1.2. Sage People (Payroll and Leave) 1.3. E-Recruitment System 1.4. Performance Management and Development System 1.5. Customer Relationship Management (CRM)	One per Quarter / Hour		150 Users	
9	Auditing Support (During IA and AGSA Auditing): 1.1. Sage X3 (Finance, SCM, Assets, CRM, MARKETING) 1.2. Sage People (Payroll and Leave) 1.3. E-Recruitment System 1.4. Performance Management and Development System 1.5. Customer Relationship Management (CRM)	Bi-Annually / Per hour		80 Hours	

Item #	Description	Unit Measure	Unit Price	Quantity	Price
10	Annual renewable and maintenance agreement including: <ul style="list-style-type: none"> • New software releases as they become available, • Bug and security fixes they become available, • Dedicated call logging system, • Dedicated account manager, and • Same day telephonic / web support and next business day resolve 	Per day		150 Users	
11	VAT (15%)				
12	GRAND TOTAL fixed for the duration of 36 months				

I confirm that I am duly authorized to sign this price proposal on behalf of

NAME: _____

SIGNATURE

DATE

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring 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.

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.
- 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

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.

SBD4

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
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. FORMULA 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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULA 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

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: 80/20 preference point system is applicable)

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)
Promotion of SMMEs (Entities that are EME or QSE)	4	
Black ownership	8	
80% ownership by black women	4	
51% ownership by people with disabilities	2	
51% ownership by youth	2	

Black ownership: 100% Black owned entities will score the full 8 points and between 51% - 99% black owned entities will score 4 points.

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:

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or

terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)