



REQUEST FOR QUOTATION

APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION, INTEGRATION, SUPPORT AND MAINTENANCE OF AN INTELLIGENT ACCOUNTS RECEIVABLE PLATFORM WITH INTEGRATION TO SAGE 300 FINANCE FOR PERIOD OF TWELVE (12) MONTHS

(RFQ NO. 075-26)

CLOSING DATE AND TIME: 19 OCTOBER 2026 AT 11H00

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS					
BID NUMBER:	RFQ NO.075/2026	CLOSING DATE:	19 OCTOBER 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION, INTEGRATION, SUPPORT AND MAINTENANCE OF AN INTELLIGENT ACCOUNTS RECEIVABLE PLATFORM WITH INTEGRATION TO SAGE 300 FINANCE FOR PERIOD OF TWELVE (12) MONTHS				
BID RESPONSE DOCUMENTS TO BE DETAILED					
PLEASE NOTE: QUOTATION TO BE E-MAILED TO: don.mandlazi@nrccs.org.za; NO HAND DELIVERED QUOTES WILL BE ACCEPTED.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Don Mandlazi		CONTACT PERSON	Phatudi Mudzunga	
TELEPHONE NUMBER	012 482 8921		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Don.Mandlazi@nrccs.org.za		E-MAIL ADDRESS	Phatudi.Mudzunga@nrccs.org.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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

**PART B:
TERMS AND CONDITIONS FOR BIDDING**

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 BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022
1.3. 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

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 RFQ 075-26
Closing Time 11:00	Closing date: 19/10/2026

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION, INTEGRATION, SUPPORT AND MAINTENANCE OF AN INTELLIGENT ACCOUNTS RECEIVABLE PLATFORM WITH INTEGRATION TO SAGE 300 FINANCE FOR PERIOD OF TWELVE (12) MONTHS

BASED ON THE ABOVE REQUIREMENTS AND SCOPE OF WORK THE SERVICE PROVIDER MUST USE THE TABLE BELOW TO INDICATE THE FIXED AND FIRM, ALL-INCLUSIVE PRICING FOR THE REQUIRED SERVICES:

ITEM	Description	Unit Price	Quantity	Amount
1	Monthly Fee support and Maintenance: In line with TOR/ Specification scope of work as outlined in this document		12	
2	Implementation, Configuration		1	
3	Training Sessions (as and when required)		3	
	Subtotal			
	VAT 15%			
	Total Amount Including VAT			

- Required by:NRCS.....

- At:PRETORIA.....

.....

- 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.

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

.....

.....

2.4 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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 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	80
SPECIFIC GOALS (B-BBEE Status level of contributor)	
B-BBEE Level 1	20
B-BBEE Level 2	18
B-BBEE Level 3	14
B-BBEE Level 4	12
B-BBEE Level 5	8
B-BBEE Level 6	6
B-BBEE Level 7	4
B-BBEE Level 8	2
Non-compliant contributor	0

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	Or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	Or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the

applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1	20	
Level 2	18	
Level 3	14	
Level 4	12	
Level 5	8	
Level 6	6	
Level 7	4	
Level 8	2	
Non-compliant contributor	0	

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:

.....

.....

.....

NB: MINIMUM REQUIREMENTS

4.7 Bidders are required to furnish the NRCS with the following for verification:

- Proof that supplier is registered on the Central Supplier Database (CSD)
 - The following key information will be accessed and verified on CSD,
 - a) Business Registration including details of directorship and membership
 - b) Tax Compliance Status
 - c) BBBEE Certificate or Sworn Affidavit

4.8 Failure to adhere to the following requirements will lead to an ***immediate disqualification***:

- Completed and signed SBD1, 3.1, 4, 6.1
- Late quotation's will not be accepted
- Compliance to specifications.

1 TERMS OF REFERENCE/SPECIFICATIONS

1.1 **Introduction**

The National Regulator for Compulsory Specifications (NRCS) utilises Sage 300 Finance Version 2021 as its enterprise financial management system for managing financial transactions, customer invoicing, debtors' management, financial reporting, and related financial processes.

To support the NRCS Digital Transformation Strategy and improve the efficiency of financial document management and debt collection processes, NRCS intends to implement an intelligent Accounts Receivable platform that integrates with Sage 300 Finance. The platform will enable automated invoice distribution, management of supporting documents, debt collection automation, and secure electronic document archiving.

NRCS therefore invites suitably qualified and experienced service providers to submit proposals for the supply, implementation, integration, support, and maintenance of an intelligent Accounts Receivable platform.

This Terms of Reference forms part of the Request for Quotation (RFQ) issued by NRCS and must be read together with the Standard Bidding Documents and the bid submission requirements issued with it.

1.2 **Purpose**

The purpose of this Terms of Reference is to appoint a service provider to:

- Supply and implement an intelligent Accounts Receivable platform that is fully hosted.
- Integrate the platform with Sage 300 Finance Version 2021.
- Digitise and automate financial document management processes.
- Automate invoice distribution and customer communication.
- Improve debt collection and accounts receivable management processes.
- Provide user training, knowledge transfer, support, and maintenance services.
- Ensure a secure, auditable, and efficient document management environment.

1.3 **Objectives**

The objectives of this Terms of Reference are to:

- Automate the distribution of customer invoices and statements.
- Digitally manage and archive financial documents.
- Improve the efficiency and effectiveness of debt collection processes.
- Reduce manual handling of financial documentation.
- Improve customer service through timely delivery of invoices and supporting documents.
- Improve audit readiness through secure document retention and traceability.
- Enhance integration between financial processes and supporting documentation.
- Improve cash flow through streamlined accounts receivable processes.

1.4 **Contract Period**

The following contract terms apply to the appointment:

- The contract period 12 months, commencing on the date of appointment.
- The platform subscription, hosting, support and maintenance services must be provided for the full contract period.
- The contract period may be extended by agreement between the parties, subject to the NRCS supply chain management processes and the availability of budget.

- Fees will be invoiced monthly in arrears for the duration of the contract period, subject to the pricing requirements set out in this Terms of Reference.
- The termination notice period applicable to each party is as stated by the bidder in response to the technical requirements of this Terms of Reference.

1.5 Scope of Work

The successful bidder shall, following appointment, provide professional services covering the areas set out below. Requirements in this section addressed to "the service provider" are obligations that arise after appointment and are not to be performed at bid stage. Where a requirement in this section is addressed to "bidders", it must be answered in the bid.

Project Initiation

The service provider shall:

- Conduct project kick-off workshops.
- Develop a detailed implementation methodology.
- Develop a comprehensive project plan.
- Identify project risks and mitigation measures.
- Achieve go-live within two (2) weeks of written approval to proceed, provided that NRCS has granted the access and met the prerequisites set out in this Terms of Reference.
- NRCS requires an accelerated implementation. Bidders must confirm that they are able to meet the two (2) week implementation period. Where a bidder is unable to do so, the bidder must state the implementation period it is able to commit to, in weeks, and the reasons for the longer period.

Deliverables

Implementation Plan, setting out the sequence of activities and the go-live date

Requirements Analysis

Following appointment, the service provider shall conduct business and technical requirements gathering workshops with relevant stakeholders including:

- Finance Division
- ICT Division

The service provider must document:

- Current state processes.
- Future state processes.
- Technical requirements.
- Integration requirements.

Deliverables

System Requirements Document, covering the on-premise component, the connectivity and access required from NRCS, and the technical and integration requirements

Master Data Preparation and Readiness

- The service provider shall extract and report on the completeness and validity of the customer contact data held in Sage 300 Finance, identifying customer accounts that have no valid email address.
- NRCS shall be responsible for correcting and completing customer email addresses in Sage 300 Finance.
- The service provider shall establish rules for handling documents relating to customer accounts that have no valid email address, including exception reporting to NRCS Finance.
- The service provider shall confirm the readiness of customer master data before go-live and report any residual exceptions to NRCS.

Deliverables

Customer Contact Data Exception Report

Solution Implementation

The service provider shall:

- i. Supply and configure the intelligent Accounts Receivable platform.
- ii. Configure user profiles, roles and access rights.
- iii. Configure document templates for each document type to be distributed, including invoices, credit notes, debit notes and statements.
- iv. Configure distribution rules, including recipient determination, delivery channel and any supporting documents to accompany each document type.
- v. Configure debt collection workflows, including payment reminder notices and overdue notices.
- vi. Configure document retention requirements.
- vii. Configure system notifications and alerts.
- viii. Configure dashboards and reporting functionality.

Deliverables

Configuration Documentation, recording the configuration applied for NRCS across the platform services

Integration with Sage 300 Finance Version 2021

The service provider shall implement and configure integration between the platform and Sage 300 Finance Version 2021.

The integration shall include:

- **On-Site Deployment**

- Any application deployed within the NRCS environment to be small, and not to require specific hardware or excessive storage space.
- All communications from the onsite application to the platform to be done via secure channels only.
- Deployed application not to impact on Sage 300 performance.

- **Document Creation**

- Automatic extraction of approved invoices and credit notes from Sage 300 Finance, for both the AR and OE modules, in PDF format. Statements are not to be automatically generated.
- Document layout to be identical to PDFs printed manually from Sage 300.
- Platform to self-reconcile for missing documents and to automatically generate any missing documents.
- Invoices and credit notes to be auto generated every 15 minutes.
- No documents to be stored on the NRCS servers for longer than 12 hours.

- **Master Data**

- Sage 300 to be the primary source for master data.
- Platform to be able to handle multiple Sage 300 contacts per customer.
- Platform to be able to distribute documents to different email addresses, for example invoices to one address and statements to another.

- Platform to only integrate required data to perform contracted services.

The integration is evidenced by the System Requirements Document and the Configuration Documentation required under this section, and by the NRCS data and document approval. No separate integration report is required.

Platform Services

The platform shall include the following services:

- **Document archiving and distribution**

- Automatic archiving and indexing of approved invoices from Sage 300 Finance.
- Electronic distribution of PDF invoices to customers via email.
- Automated delivery notifications.
- Monitoring and tracking of invoice delivery status.
- Recipient to be able to reply to the email and response to be forwarded to relevant credit controller and recorded on the platform.

- **Delivery Assurance**

- Confirmation of successful delivery in respect of each document distributed.
- Reporting on whether the customer has opened the email successfully. Each interaction by the customer with the email is to be logged and recorded.
- Identification and reporting of failed, bounced, rejected and undeliverable documents.
- Reporting of documents generated in Sage 300 Finance that were not distributed within the expected processing cycle.
- The ability to re-send an individual document or a batch of documents, and to record the re-send against the customer account.
- Tracking and reporting of recipient activity in respect of documents distributed.

- **Customer Statements**

- Statements that are run from Sage 300 to be generated in a single file with all customers included. Service provider to split the file into individual customer statements automatically.
- Secure automated distribution of PDF customer statements to recipients within 4 hours of statement generation.
- All statements to have secure embedded hyperlinks to open invoices and credit notes.
- Hyperlinks to be secured to prevent bots or other non-human processes accessing the request to view a document.
- Hyperlinks to be monitored and to have the ability to be disabled if required.

- **Document Management and Archiving**

- **Electronic storage and retrieval of:**

- Invoices
 - Statements
 - Correspondence
 - Credit notes
 - Debit notes
 - Supporting financial documents
 - Linking of supporting documents to Sage 300 transactions.
 - Electronic document repository.
 - Secure document archiving storing 5 years of documents and history on the platform.

- Indexed document storage.
- Search and retrieval functionality.
- Audit trails.
- User access controls with logging.

- **Debt Collection Automation**

The solution must:

- Support debtor follow-up processes.
- Generate automated reminders and notifications.
- Support configurable reminder schedules.
- Track customer communication history.
- Record customer promises to pay and track them through to the promised date.
- Log customer queries and disputed invoices.
- Provide debtor collection dashboards and management reporting on collection performance.
- Support cash flow forecasting based on outstanding debtor balances and expected payment dates.

The solution shall comply with:

- Records management requirements applicable to NRCS, including the retention and disposal of records in accordance with the National Archives and Records Service of South Africa Act, 1996 and the NRCS approved records retention schedule.
- The retention period applicable to records supporting tax invoices in terms of the Tax Administration Act, 2011.
- The requirement that all archived documents remain retrievable and readable, in their original presentation, for the full retention period.

The platform services required under this section are evidenced by the Configuration Documentation required under this section.

Security and Backups

- Platform to ensure 99.4% uptime.
- Service provider to manage all backup and disaster recovery arrangements.
- Access to the web portal to provide multi-factor authentication (MFA).

The solution shall comply with:

- POPIA requirements.
- SARS and ECT Act requirements.
- NRCS Information Security Policies.

Compliance with this section is confirmed by bidders in response to the technical requirements of this Terms of Reference and does not require a separate deliverable.

Historical Document Migration

- The document archive established under this section will operate from go-live. Documents generated before go-live will not be loaded into the archive unless required under this clause.
- Bidders must state whether historical invoices and credit notes can be loaded into the platform archive, and must describe the method, the source data required from NRCS and the expected duration of the load.
- Bidders must price the loading of historical documents for the preceding twenty-four (24) months as a separate optional line item, so that NRCS may elect whether to proceed.
- Where historical documents are loaded, they must be indexed and searchable on the same basis as documents generated after go-live.

- **Deliverables**

- Historical Document Load Confirmation, where the load is elected by NRCS

Testing

The service provider shall facilitate:

- **Testing Activities**

- Validation of the sample data and documents extracted from the live Sage 300 Finance environment, as required under the data validation and take-on requirements of this section.
- Verification of document accuracy, formatting and presentation against the existing NRCS Sage 300 Crystal report templates.
- End-to-end delivery testing to NRCS-nominated mailboxes, confirming document accuracy, formatting and successful receipt before distribution to customers is activated.
- Volume and performance testing at the monthly processing volumes stated in this Terms of Reference.
- Security testing of the hosted platform and of the connection between the NRCS environment and the platform.
- Testing will be conducted against the live Sage 300 Finance environment. Bidders must confirm that the integration reads from Sage 300 Finance only, that no data is written back to Sage 300 Finance and that no change is made to the Sage 300 Finance application or database.

The service provider shall rectify all identified defects before production deployment.

Testing is evidenced by the NRCS written data and document approval required under the data validation and take-on requirements of this section. No separate test report is required.

Training and Knowledge Transfer

- **Training shall be provided for:**

- Finance and ICT Staff**

- Covering:

- System administration
 - User management
 - Configuration management
 - System monitoring

- End Users**

- Covering:

- Invoice distribution processes
 - Debt collection functionality
 - Document management functionality
 - Reporting functionality

Training may be delivered by online session or on site. Bidders must state the number, duration and mode of the training sessions included in the quoted price, and the rate applicable to any additional sessions.

- **Deliverables**

- User Guide

Customer Communication and Change Management

- The service provider shall assist NRCS in preparing communication to NRCS customers advising them of the change in the method of delivery of invoices and statements.
- The service provider shall provide the sender details, sending domain and email formatting information required to enable NRCS customers to whitelist the new sender.
- The service provider shall advise NRCS on measures to reduce the risk of distributed documents being treated as unsolicited or suspicious email by recipient mail systems.
- The service provider shall provide a template customer notification for approval by NRCS before go-live.

- **Deliverables**

- Customer Notification Template, including the sender and whitelisting details NRCS customers require

Data Validation and Take-On

- NRCS does not currently distribute customer invoices and statements automatically. Distribution is performed manually and there is accordingly no existing automatic distribution process to be run in parallel.
- The service provider shall connect to the live Sage 300 Finance environment and extract a representative sample of customer data and documents, including invoices, credit notes, debit notes and statements.
- The service provider shall present the sample to NRCS Finance for verification of data accuracy, document accuracy and document presentation.
- NRCS shall confirm in writing that the sample data and documents are correct before the full take-on proceeds.
- Following written confirmation, the service provider shall perform the full data and document take-on. The take-on shall be performed outside business hours so that NRCS operations are not interrupted.
- Electronic distribution to customers shall not be activated until NRCS has given written approval that the data and documents are correct.

- **Deliverables**

- NRCS Written Data and Document Approval

Go-Live and Support

The service provider shall:

- Activate the platform in production and activate electronic distribution to customers only after NRCS has given written approval of the data and documents.
- Support go-live activities.
- Monitor system performance.
- Resolve implementation issues.

- **Deliverables**

- Go-Live Confirmation

Support and Maintenance Services

The successful bidder shall provide support and maintenance services on an ongoing basis for the duration of the contract.

Support services shall include the following as relates to the platform:

- Incident management.
 - Problem management.
 - Software updates and patches.
 - Technical support.
 - System monitoring.
 - Knowledge transfer.
- **Quarterly system health checks.**
 - Service reporting available to NRCS users on demand, covering document volumes processed, delivery success and failure rates, and incidents logged and resolved. Reporting may be provided as reports circulated to NRCS or as self-service reports and dashboards within the platform portal, provided that NRCS users are able to generate and export the information themselves without recourse to the service provider.
 - A post-implementation review, conducted within three (3) months after go-live, assessing the extent to which the objectives set out in this Terms of Reference have been realised and recommending corrective action where required.
 - **Deliverables**
 - Post-Implementation Review Report

1.6 **Technical Requirements**

NRCS requires a fully hosted, vendor-managed solution. NRCS will not procure, host or maintain application servers, database licences or document storage for this solution. The requirements set out below apply to the hosted platform and to any component installed within the NRCS environment.

Solution Delivery Model and Hosting

The platform must be delivered as a vendor-hosted Software-as-a-Service (SaaS) solution, accessed by NRCS users through a secure web browser session.

All document generation, storage, distribution and archiving processing must be performed on the service provider's hosted infrastructure.

Platform software upgrades, new releases and security updates must be included in the subscription and applied by the service provider at no additional charge to NRCS.

The platform must support an unlimited number of named NRCS users under role-based access control, without per-user licence charges.

Bidders must state the country in which NRCS documents and data will be stored and processed, and identify any sub-processors involved in delivery of the service.

Bidders must state whether any component of the solution requires installation within the NRCS environment and specify the full technical prerequisites for that component.

Integration with Sage 300 Finance Version 2021 or higher

The solution must provide a proven, productised integration to Sage 300 Finance Version 2021 that requires no modification to the Sage 300 core application or its database schema.

The integration must operate against both the Accounts Receivable (AR) and Order Entry (OE) modules.

Invoices and credit notes must be generated automatically from Sage 300 in PDF format using the existing NRCS Sage 300 Crystal report templates, without redesign of those templates.

Customer contact details, including email addresses, must be read from Sage 300, so that Sage 300 remains the single master source of customer contact data.

Customer statements will be generated within Sage 300 by NRCS Finance and released to the platform for automated distribution. Bidders must not assume that statement generation will be performed by the platform.

Generated documents must be transferred from the NRCS environment to the hosted platform over an encrypted channel.

The integration must read from Sage 300 Finance only. No data may be written back to Sage 300 Finance, and no change may be made to the Sage 300 Finance application, database or configuration.

Bidders must confirm whether the Sage 300 integration is an existing licensed product or bespoke development to be undertaken for NRCS and must describe its current production use.

NRCS Environment and Prerequisites

NRCS will provide a Windows Server 2016 or later virtual server within its environment on which the integration connector will be installed, with Microsoft .NET Framework 4.8 and the Sage 300 client installed.

NRCS will provide the service provider with the access required to install and maintain the connector on that server.

NRCS will provide remote access for service provider personnel to install the connector and to support users. Bidders must state any requirement for on-site attendance.

NRCS will provide the names and locations of the Sage 300 Crystal report templates used for AR and OE invoices and credit notes.

NRCS will maintain customer email addresses in Sage 300.

NRCS will provide the list of users requiring access and the access level applicable to each user.

Any component installed within the NRCS environment must have a small footprint, must not require dedicated or specialised hardware, and must not require excessive storage space.

Any component installed within the NRCS environment must not adversely affect the performance of Sage 300 Finance.

No document may be retained on NRCS servers for longer than twelve (12) hours.

All communication from any component installed within the NRCS environment to the hosted platform must take place over secure channels only.

Bidders must list in their proposal any further prerequisite required from NRCS. Any prerequisite not disclosed at bid stage will be for the service provider's account.

Processing Volumes and Scalability

The platform must support the following average monthly processing volumes: 18 000 customer invoices and 18 000 customer statements, being approximately 36 000 documents per month.

Bidders must confirm that the platform can process the stated volumes within a single monthly cycle, and state any volume ceiling, throttling or fair-use limitation that applies.

Bidders must state the batch processing window required to generate and distribute a complete monthly invoice run and a complete monthly statement run.

Pricing must be quoted as a fixed monthly fee based on the stated volumes of 18 000 invoices and 18 000 statements per month, inclusive of all document processing, distribution, hosting and archiving charges. Bidders must not quote on a per-document consumption basis.

The quoted fixed monthly fee must accommodate volumes of up to 20 000 invoices and 20 000 statements per month without adjustment.

Where actual volumes exceed 20 000 invoices or 20 000 statements per month consistently for three (3) consecutive months, the fixed monthly fee may be adjusted by agreement between the parties. No adjustment may be made in respect of a temporary or once-off increase in volume.

Bidders must state any charge applicable to volumes processed in excess of the fair use threshold, and any annual escalation applicable to the fixed monthly fee.

In addition to the fixed monthly fee, bidders may offer alternative payment terms, including payment six (6) monthly or annually in advance, and must state the discount applicable to each alternative offered.

Any alternative involving payment in advance must be quoted as a separate and clearly identified option. NRCS is under no obligation to accept an alternative payment term, and the evaluation of price will be based on the fixed monthly fee.

Security of Data and Documents

All web access to the platform and all data in transit must be secured using TLS 1.2 or higher, with a valid X.509 certificate issued by a publicly trusted certificate authority. Support for deprecated protocols (SSL 2.0, SSL 3.0, TLS 1.0 and TLS 1.1) must be disabled, and certificates must be renewed before expiry for the duration of the contract.

All documents must be encrypted in transit, at a minimum of 128-bit encryption.

The platform must support password protection of individual PDF documents distributed to customers.

Access must be controlled by role-based security, with the ability to restrict access by function and by document type.

Access to the platform web portal must be protected by multi-factor authentication (MFA).

Bidders must state the authentication mechanism provided for platform access, including password rules.

The platform must maintain a complete audit trail of document generation, distribution, access and user activity.

Bidders must submit their information security policy and their incident management policy and must state the recognised standard against which those policies are framed.

Bidders must state whether they hold ISO/IEC 27001 certification or an equivalent independently audited information security accreditation. Where no such certification is held, bidders must describe how their information security management framework aligns to a recognised standard.

Bidders must state what independent security assurance applies to the platform, including the identity and role of any independent security specialist engaged, and whether that assurance is in place or committed.

Bidders must state their schedule for periodic independent security testing of the platform, including the date of the next scheduled test and the frequency of subsequent testing.

Bidders must describe their vulnerability management and security patching process for the hosted platform.

Data Protection and Statutory Compliance

The service provider will act as an operator in terms of the Protection of Personal Information Act, 2013 (POPIA), and must be willing to conclude an operator agreement with NRCS on terms consistent with sections 20 and 21 of that Act.

Bidders must confirm that electronic invoices, credit notes and statements produced and distributed by the platform meet the requirements of the Electronic Communications and Transactions Act, 2002, and the tax invoice requirements of the South African Revenue Service.

Bidders must describe the technical and organisational measures in place to secure the personal information processed on the platform.

Bidders must confirm that NRCS data will not be used for any purpose other than delivery of the contracted service and will not be disclosed to any third party without the prior written authorisation of NRCS.

Bidders must state their process for detecting and reporting a compromise of personal information, including the period within which NRCS will be notified.

Where personal information will be processed or stored outside the Republic of South Africa, bidders must identify the jurisdiction and state the lawful basis for the transfer in terms of section 72 of POPIA.

Availability, Backup and Disaster Recovery

The hosted platform must achieve a minimum monthly availability (uptime) of 99.4%. Bidders must confirm the availability percentage committed to and state how availability is measured and reported to NRCS.

Bidders must describe the planned maintenance regime, including notice periods and typical maintenance windows.

The service provider will be responsible for the backup of all NRCS documents and data held on the hosted platform. Bidders must state the backup frequency, backup retention period and the location of backup copies.

Bidders must state the recovery point objective (RPO) and recovery time objective (RTO) applicable to the hosted service and describe the disaster recovery arrangements that support them.

The service provider must provide an incident and support logging channel through which NRCS may log incidents at any time, including outside of business hours. Each logged incident must be issued a unique reference number and tracked through to resolution.

Bidders must state the hours during which the incident logging channel and telephone support are available, distinguishing between business hours and after hours, and must describe how the progress of a logged incident is communicated to NRCS through to resolution.

Data Retention, Extraction and Exit

The platform must retain all distributed documents online, indexed and searchable, for a minimum period of five (5) years from date of generation, at no additional retrieval charge.

Bidders must state the retention period applicable beyond five (5) years and the process for secure disposal of documents at the end of the retention period.

NRCS remains the owner of all documents, metadata and data held on the platform.

On termination or expiry of the agreement, the service provider must provide NRCS with a complete export of all NRCS documents and their associated index data in a non-proprietary, machine-readable format. Bidders must state the period within which the export will be delivered and any charge applicable.

Bidders must describe their exit and transition assistance, including the period for which the service will be maintained following notice of termination to allow for orderly migration.

Bidders must state the termination notice period applicable to each party.

The solution must comply with the NRCS ICT security standards and information security policies.

1.7 Project Deliverables

The successful bidder shall provide the deliverables set out below. The deliverables are listed according to the subsection of the scope of work under which they arise. Where a subsection of the scope of work is not listed below, it requires no separate deliverable and compliance is evidenced as stated in that subsection.

Project Initiation

3.1 Implementation Plan, setting out the sequence of activities and the go-live date

Requirements Analysis

3.2 System Requirements Document, covering the on-premises component, the connectivity and access required from NRCS, and the technical and integration requirements

Master Data Preparation and Readiness

3.3 Customer Contact Data Exception Report

Solution Implementation

3.4 Configuration Documentation, recording the configuration applied for NRCS across the platform services

Historical Document Migration

3.5 Historical Document Load Confirmation, where the load is elected by NRCS

Training and Knowledge Transfer

User Guide

Customer Communication and Change Management

Customer Notification Template, including the sender and whitelisting details NRCS customers require

Data Validation and Take-On

NRCS Written Data and Document Approval

Go-Live and Support

Go-Live Confirmation

Support and Maintenance Services

Post-Implementation Review Report

1.8 Support Process

A request process will be established whereby the nominated NRCS contact will submit a request to the Service Provider Solutions Support Management system.

Service Provider Solutions will respond with the agreed Service Level Agreement to be signed with NRCS.

The request will be investigated and together with the NRCS contact to determine an appropriate resolution.

Service Provider Solutions will implement the Resolution in the Staging Environment and notify the Technical Contact/s once the Resolution is ready for testing on the Staging Environment.

Technical Contact/s will be required to Test the Resolution on the Staging Environment and advise Service Provider Solutions whether the Resolution has successfully addressed the Request.

If the Resolution does not resolve, the Request Service Provider Solutions and Technical Contact/s will revise the Resolution until such time as the Request has been satisfactorily addressed.

Once the Technical Contact/s has Approved the Resolution in writing it will be scheduled for the next Production Window.

Should the implementation of the Resolution be deemed Urgent and unable to wait until the next Production Window, then the Parties will agree on a suitable date and time for the Resolution to be implemented to the Production Environment.

Service Level Requirements.

The Service Provider is expected to provide a Service Level proposal that is in line with the NRCS' requirements and prioritization approach as outlined in the table below. Incidents for issues received by the help desk will be given a Severity Code from 1 – 4 based on how important responding to the problem is to the primary business of the entire NRCS, as well as the availability of workarounds. The Severity Code will be the basis for scheduling work on the backlog and assigning resources to the request. Critical, important, and supportive application functions are defined in the section below on Application Function Type.

Severity Code	Definition
1	A problem has made a critical application function unusable or unavailable and no workaround exists.
2	A problem has made a critical application function unusable or unavailable, but a workaround exists. or A problem has made an important application function unusable or unavailable and no workaround exists.
3	A problem has diminished critical or important application functionality or performance, but the functionality still performs as specified in the user documentation.
4	The problem has diminished supportive application functionality or performance.

8.1.1 Response and Resolution Times

Severity codes are used to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the help desk. If the problem is not resolved within the defined timeframe, continuous effort will be applied until the problem is resolved. The NRCS Service Management system will be used for monitoring and measurement of the Service Level Management performance against the service provider. The Service Provider will be granted access to the System to enable them to access and update calls assigned against the service provider.

Severity Code	Initial Response	Estimation Response	Subsequent Responses	Resolution
1	30 minutes	2 hours	Every 1 hour.	8 hours
2	45 minutes	2.5 hours	Every 2 hours	16 hours
3	1.5 hour	8 hours	Every 4 hours	4 calendar days
4	2 hours	Next business day	Weekly	20 calendar days

The Service provider is expected to submit copies of its Incident Management, Request Management, Change Management, Problem Management processes and through which they are going to management their support and maintenance service to ensure the availability, accessibility, and usability of the system. The processes must clearly articulate how incidents will be attended to until resolution, how requests will be handled until successful delivery and how problems will be identified, management to ensure stability of the system.

Assumptions and Exclusions

This Terms of Reference is based on the following assumptions:

NRCS will provide the access, environment and prerequisites set out in the technical requirements. The implementation period runs from the date on which written approval to proceed is given and that access has been granted.

Sage 300 Finance Version 2021 remains the NRCS system of record. The licensing, support and maintenance of Sage 300 Finance is the responsibility of NRCS and does not form part of this scope.

Customer statements are generated within Sage 300 Finance by NRCS Finance and released to the platform for distribution.

NRCS is responsible for the accuracy and completeness of customer master data, including customer email addresses, held in Sage 300 Finance.

1.9 ***The following are excluded from the scope of this Terms of Reference:***

Any modification to the Sage 300 Finance application, database or configuration.

Redesign of the Sage 300 Finance Crystal report templates.

Supply of hardware, network infrastructure or Sage 300 Finance licences.

Business process re-engineering, financial consulting or change management services beyond those expressly required in the scope of work.

The loading of historical documents, unless elected by NRCS and priced as a separate option.

Bidders must state any further assumption or exclusion on which the bid is based. An assumption or exclusion not stated in the bid will not be recognised after award.

1.10 ***Monthly Reporting***

- a) Number of incidents logged
- b) Number of incidents resolved
- c) SLA performance statistics
- d) Outstanding incidents
- e) Enhancements completed
- f) Hours utilised
- g) Hours remaining
- h) Security and maintenance activities performed
- i) Risks identified and recommendations.

1.11 NRCS Project Manager/Contact Person

1.11.1 The nominated NRCS contact will to:

- a) Review the Issues & timesheets monthly
- b) Provide guidance as to the priority of work to be done and to ensure the effect use of the hours available.
- c) Ensure the total number of hours for the 24-months' period is used effectively within the contract period.
- d) The report should indicate the number of calls resolved within and outside of the agreed SLA.

1.12 Contract Duration

The planned duration of this service will be for 12 Months.

1.13 Exit & Handover

At the end of the contract, the service provider must ensure full knowledge transfer and handover of all system documentation and configurations.

1.14 SPECIAL CONDITION OF RFQ

- a) The NRCS may, at its sole discretion award an assignment or any part thereof to the service provider.
- b) The service provider may not cede or assign any part of its agreement with the NRCS nor subcontract any part of the assignment assigned to them without the prior written authorization of the NRCS.
- c) The NRCS may at its own discretion vary an instruction to include more assignment.
- d) The successful contractor must always comply with NRCS's policies and procedures as well as maintain a high level of confidentiality of information.
- e) All information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Chief Executive Officer or his delegate.
- f) The service provider may prepare a separate pricing schedule in light of the items provided in the pricing schedule for the NRCS requirements.
- g) The General Conditions of Contract (GCC) must be signed on each and every page by the service provider as included in the bid document.
- h) Training sessions will be scheduled as and when required

1.15 PROCUREMENT POLICIES AND PROCEDURES

- i) The general conditions of the RFQ, contract and order will be applicable to this RFQ.
- j) The NRCS reserves the right to award the bid in full or part.
- k) The NRCS reserves the right to NOT appoint or cancel the project.

1.16 RFQ Evaluation

The proposals will be evaluated as follows.

- Evaluation Stage One: Compliance to mandatory requirements
- Evaluation Stage Two: Functionality evaluation criteria as per table 1 below
- Evaluation Stage Three: Demonstration of the platform to the evaluation committee
- Evaluation Stage Four: Price and Preference Points Scoring System

1.17 Response to the RFQ

The bidder must respond to this RFQ by outlining its experience in providing and supporting similar systems to demonstrate that it has the capability to effectively render the service required by the NRCS. Detailed information such as the existing support processes including but not limited to

incident response, escalation process, change management, problem management process must be submitted as part of the response to demonstrate capability.

Certifications of accreditation by the vendors of these systems and applications will serve as added advantage and where bidders submit certificates of accreditation for their Joint Venture partner/s or subcontractors or subsidiaries, a formal contract or letter that outlines how the scope will be shared must be attached. The service provider must provide a detailed proposal on how the SLA will be met and what punitive measures are proposed for the NRCS in cases of failure to meet the agreed SLA.

1.18 **Evaluation Stage One - Mandatory Requirements**

The bidder must note that failure to submit or adhere to the following requirements will lead to an immediate disqualification of the proposal:

1. The bidder must note that failure to submit or adhere to the following requirements will lead to an immediate disqualification of the proposal:
 - a. Completed and signed SBD forms 1, 3.1, 4 and 6.1
 - b. Late Submissions will not be accepted.
2. For the purpose of comparison and to ensure a meaningful evaluation, bidders must submit detailed information substantiating compliance with each of the evaluation criteria set out below, including product documentation, details of relevant previous work undertaken and contactable references from current or previous clients.
3. Bidders must comply with the **Functional Requirements specifications** stipulated below and fully comply with the terms of reference (specification) of this RFQ.

1.19 **Functional Requirements**

The functional requirements set out below are mandatory unless otherwise stated. Bidders must complete the Compliance column in respect of every requirement, entering "Yes", "No" , and must give the page reference in the bid at which the requirement is addressed.

No	Functional Requirement	Compliance (YES/No)	Bid Page Ref.
1	Automatic extraction of approved invoices and credit notes from Sage 300 Finance, for both the AR and OE modules, in PDF format.		
2	Document layout identical to PDFs printed manually from Sage 300 Finance, using the existing NRCS Crystal report templates.		
3	Automatic generation of invoices and credit notes at intervals of no more than fifteen (15) minutes.		
4	Self-reconciliation against Sage 300 Finance and automatic generation of any missing documents.		
5	Sage 300 Finance as the primary source of customer master data.		
6	Support for multiple customer contacts per Sage 300 Finance customer account.		
7	Distribution of different document types to different email addresses for the same customer.		
8	Electronic distribution of invoices and credit notes to customers by email.		
9	Splitting of a consolidated Sage 300 Finance statement file into individual customer statements.		
10	Distribution of customer statements within four (4) hours of statement generation.		
11	Secure embedded hyperlinks in statements giving access to open invoices and credit notes.		
12	Protection of hyperlinks against access by bots or other non-human processes, with the ability to monitor and disable individual links.		
13	Confirmation of successful delivery in respect of each document distributed.		
14	Logging and reporting of each recipient interaction with a distributed email, including whether the email was opened.		
15	Identification and reporting of failed, bounced, rejected and undeliverable documents.		

No	Functional Requirement	Compliance (YES/No)	Bid Page Ref.
16	Reporting of documents generated in Sage 300 Finance that were not distributed within the expected processing cycle.		
17	Re-send of an individual document or a batch of documents, recorded against the customer account.		
18	Routing of customer email replies to the responsible credit controller, with the reply recorded on the platform.		
19	Automated archiving and indexing of all documents generated and distributed.		
20	Online storage and retrieval of invoices, statements, correspondence, credit notes, debit notes and supporting financial documents for a minimum of five (5) years.		
21	Linking of supporting documents to the related Sage 300 Finance transactions.		
22	Search and retrieval functionality across all archived documents.		
23	Automatic generation and distribution of payment reminder notices and overdue notices, without manual intervention.		
24	Configurable reminder stages, each with its own trigger, interval and notice template.		
25	Automatic suspension of reminder and overdue notices where a promise to pay has been recorded, and automatic resumption on failure to pay by the promised date.		
26	Inclusion of the outstanding invoices in reminder and overdue notices, as attachments.		
27	A complete record of every reminder and overdue notice issued, retained against the customer account and available for audit.		
28	Recording of customer promises to pay, tracked through to the promised date.		
29	Debtor collection dashboards and management reporting on collection performance.		
30	Cash flow forecasting based on outstanding debtor balances and expected payment dates.		
31	Complete audit trail of document generation, distribution, access and user activity.		
32	Role-based access control, with logging of user access.		
33	Multi-factor authentication for access to the web portal.		
34	No document to be retained on NRCS servers for longer than twelve (12) hours.		
35	All communication from any on-site component to the hosted platform over secure channels only.		
36	No adverse impact on Sage 300 Finance performance.		

Evaluation Stage Two: Functionality Evaluation (Desktop)

The bid will be evaluated for functionality against the criteria set out below. Each criterion is scored out of five (5) against the rating descriptors set out below. The points awarded across all six criteria are added together to give the functionality score out of one hundred (100). Bidders must address every criterion in the bid and give the page reference at which it is addressed. Minimum Required Score for functionality evaluation is 70 points out of 100 points. Bidders that score a minimum of 70 points on functionality will be invited to demonstrate their Platform as part of the next evaluation criteria. Bidders that score less than 70 points on functionality evaluation will be disqualified.

ITEM	DESCRIPTION	DETAILED DESCRIPTION	RATING	WEIGHT
1. Sage 300 integration and delivery assurance	A description of the integration to Sage 300 Finance Version 2021 covering the AR and OE modules, document generation from the existing	No Sage 300 integration offered.	0	20
		Integration to be developed for NRCS.	1	
		Integration described but not evidenced in production or requiring template redesign.	2	
		Existing integration demonstrated, with limited delivery assurance reporting.	3	

ITEM	DESCRIPTION	DETAILED DESCRIPTION	RATING	WEIGHT
	Crystal report templates, the on-site component and its footprint, the read-only basis of the integration, and the delivery assurance reporting available.	Existing integration covering AR and OE with most delivery assurance reporting demonstrated.	4	
		Existing productised integration covering AR and OE, existing Crystal templates used unchanged, read-only confirmed, and the full set of delivery assurance reports demonstrated.	5	
2. Implementation approach and timeline	Implementation methodology and project plan covering initiation, master data readiness, configuration, testing, data validation and take-on, training, customer communication and go-live. The committed implementation duration in weeks and the resources assigned.	No implementation approach submitted.	0	25
		Partial methodology, with phases omitted.	1	
		All phases addressed but no committed duration, or a duration beyond eight weeks.	2	
		Go-live within five to eight weeks, all phases addressed.	3	
		Go-live within three to four weeks, all phases addressed.	4	
		Go-live within two weeks committed, all phases addressed, and named resources assigned.	5	
3. Hosting, security and data protection	Hosting model and data centre location, sub-processors, encryption, multi-factor authentication, POPIA operator undertaking, availability commitment, backup, RPO and RTO, and the data export and exit arrangements. The bidder's information security policy and incident management policy, the standard against which they are framed, details of any independent security assurance in place or committed, and the schedule for periodic independent security testing.	Not addressed.	0	20
		Hosting described only, with no security or data protection detail.	1	
		Material items not addressed, or availability, RPO and RTO not stated.	2	
		All items addressed, with security controls described but no alignment to a recognised standard and no independent assurance.	3	
		All items addressed. Policies framed against a recognised standard, and independent security assurance either in place or committed with dates.	4	
		All items addressed. Information security and incident management policies framed against a recognised standard such as ISO/IEC 27001, independent security assurance evidenced, and a schedule for periodic independent security testing committed.	5	
4. Support and incident management	The support channels available to NRCS, including telephone support and the hours during which it is offered, the channel through which incidents are logged, confirmation that each logged incident is issued a unique reference number, and confirmation that progress and resolution are communicated by email to the NRCS user who logged the call.	Not addressed.	0	15
		Support referred to without detail.	1	
		Incident logging described, without telephone support or stated support hours.	2	
		Telephone support and incident logging stated, without unique incident references or confirmed feedback to the user who logged the call.	3	
		Telephone support, incident logging and feedback to the logging user addressed, with minor elements missing.	4	
		Telephone support confirmed during office hours, incident logging available at any time with a unique reference number issued for each incident, progress and resolution communicated by email to the NRCS user who logged the call, all evidenced in the bid.	5	
5. Track record and references	Contactable references on client letterhead from clients where the bidder's platform is in production use with Sage 300 Finance.	No references.	0	20
		References offered without contact details or letterhead.	1	
		One contactable reference.	2	
		Two contactable references.	3	
		Three contactable references.	4	
		Four or more contactable references in production with Sage 300 Finance.	5	

ITEM	DESCRIPTION	DETAILED DESCRIPTION	RATING	WEIGHT
TOTAL SCORE				100
MINIMUM QUALIFYING THRESHOLD				70

Evaluation Stage Three: Platform Demonstration

Bidders must demonstrate their platform to the NRCS evaluation team and address its practical compliance as required by the scope of this RFQ including the functional matrix. Failure to meet any of the practical compliance requirements will result in disqualification. Bidders that meet the practical compliance requirements will be evaluated on price and preference (specific goals) as per SBD 6.1.

21.2 PHASE 3: DEMONSTRATION EVALUATION PHASE

- Evaluation Stage Three: Demonstration of the platform to the evaluation committee (practical compliance requirements to be met):

NO	DESCRIPTION	WEIGHT	SCORE AWARDED
1.	Sage 300 integration and document generation	35	
2.	Invoice and statement distribution	35	
3.	Security, access control and audit trail	30	
THRESHOLD POINTS		100	
TOTAL POINTS		100	___ / 100

Evaluation Stage Four: Preference Point System

The 80/20 preference point system shall be applicable to this phase, where 80 points represent maximum obtainable points for the lowest acceptable price, and 20 points represent the NRCS specific goals B-BBEE level status. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table as listed in the bid documentation (SBD6.1).

5. AUTHORITY FOR SIGNATORY

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

An example for a company is shown below:

“ By resolution of the board of directors passed on _____ 20_____

Mr/Mrs/Ms. _____ has been duly authorized to sign all

documents in connection with the Tender for Contract _____

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

6. EVALUATION CRITERIA

Bid will be evaluated on the basis of the PPPFA 80/20-point system as presented in the Preferential Procurement Regulations 2022, for this purpose SBD 6.1 form should be scrutinized, completed and submitted together with your quotation. The 80/20 point system will be as follows:

Price Assessment	80 Points
TOTAL	80
Preferential Elements	20 Points
B-BBEE Status Level of Contributor (Specific Goals)	Number of Points (80/20 system)
B-BBEE Level 1	20
B-BBEE Level 2	18
B-BBEE Level 3	14
B-BBEE Level 4	12
B-BBEE Level 5	8
B-BBEE Level 6	6
B-BBEE Level 7	4
B-BBEE Level 8	2
Non-compliant contributor	0

Signature of person authorized to sign the bid _____

Date: _____

7. BID DOCUMENT CHECKLIST

A completed and signed bid document must be submitted in a file. The bid/tender documentation must be placed into a file with dividers between every schedule. The schedule must be numbered as follows:

	Description	Submitted (Yes/No)
Schedule	Proof of registration with CSD (which SCM will further verify after closing date).	
Schedule 2	Provide compliance pin with a tax compliant status (unless proof is attached that tax obligations with SARS are met).	
Schedule 3	Certified ID copies of the directors / trustees / shareholders and their shareholding percentages	
Schedule 4	Fully completed and signed SBD forms	
Schedule 5	Original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating your B-BBEE rating. An Exempted Micro Enterprises (EMEs) are required to submit a sworn affidavit.	
Schedule 6	Evaluation Criteria	

GENERAL CONDITIONS OF CONTRACT

**THE NATIONAL TREASURY
Republic of South Africa**

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010**

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010**

NOTES

The purpose of this document is to:

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

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

▮ The General Conditions of Contract will form part of all bid documents and may not be amended.

▮ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

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

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

NRCS SUPPLIER DECLARATION FORM

The Financial Director or Company Secretary

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

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

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

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

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).

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- d) **To avoid PAYE tax being automatically deducted from any invoices received from you,** you must also contact the NRCS person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
 - e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
 - f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products in order that he/she should complete and Internal NRCS Departmental Questionnaire before referring the matter to the appropriate NRCS Vendor Master Office.**

Regards,
NRCS Vendor/Supplier Management

Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Number	Account		
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate			Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	

NRCS Contact Person	
Contact number	
NRCS operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products.

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable) (* - Minimum requirements)

2.1	Indicate the business sector in which your company is involved/operating:		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2	What is your company's annual turnover (excluding VAT)? *								
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3	Where are your operating/distribution centres situated *	

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable) (* - Minimum requirements)

3.1	Did the firm previously operate under another name? *		
YES		NO	
3.2	If Yes state its previous name:*		
Registered Name			
Trading Name			
3.3	Who were its previous owners / partners / directors?*		
SURNAME & INITIALS		ID NUMBERS	

3.4	List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *
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SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

3.5	List details of current directors, officers, chairman, secretary etc. of the firm: *
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SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6	List details of firms personnel who have an ownership interest in another firm: *
------------	--

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) (* - Minimum requirements)

4.1	How many personnel does the firm employ? *
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	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1	In terms of above kindly provide numbers on women and disabled personnel? *
--------------	--

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2	Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *
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SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1	Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?
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YES		NO	
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4.2.2	Is your company a recipient of Enterprise Development Contributions?*
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YES		NO	

4.2.3	May the above mentioned information be shared and included in NRCS Supplier Database for future reference? *
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YES		NO	
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4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *
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YES		NO	
------------	--	-----------	--

4.2.5	If yes (above) kindly provide the following information:
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	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:
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	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7	Are any of your members/shareholders/directors ex-employees of NRCS?
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YES		NO	
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4.2.8	Are any of your family members employees of NRCS?
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YES		NO	
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4.2.9	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees
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SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

DECLARATION

I, the undersigned hereby declare, in my capacity as _____
and duly authorised thereto, that the information furnished is true and correct and I hereby indemnify the South African NRCS
from any loss and/or damages howsoever caused that I or any other party may suffer as a result of the said information being
incorrect.

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF ENTERPRISE/ORGANISATION:

Name:	Signature:	Date:	Telephone
Address:			