INVITATION TO BID

DATE OF ISSUE: 18 AUGUST 2026

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF SOUTH AFRICAN CIVIL AVIATION AUTHORITY

BID NUMBER	:	**SACAA/GRC/00011/2026 - 2027**
TITLE	:	**FOR THE PROVISION AND IMPLEMENTATION OF AN OFF-THE-SHELF GOVERNANCE RISK AND COMPLIANCE (GRC) SOFTWARE SOLUTION INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FIVE (5) YEARS.**
BID SUBMISSION REQUIREMENTS	:	**THREE (3) ENVELOPES** **SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL AND ONE COPY (SEE SPECIFICATIONS)**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED 1 SITUATED AT:

ATTENTION: THE CHAIRPERSON
SACAA BID COMMITTEE
SOUTH AFRICAN CIVIL AVIATION AUTHORITY
BYLS BRIDGE OFFICE PARK
CENTURION

CLOSING DATE	:	**11 SEPTEMBER 2026**
CLOSING TIME	:	**11H00**
BID VALIDITY PERIOD	:	**180 DAYS**
BRIEFING SESSION	:	**N/A**

SPECIAL CONDITION: BIDDERS ARE REQUIRED TO SUBMIT THEIR BIDS ON TIME TO AVOID BEING LATE. OUR NEW OFFICE PARK HAS STRIGENT SECURITY MEASURES THEREFORE EACH BIDDER WILL BE REQUIRED TO MAKE A PRIOR ACCESS CODE ARRANGEMENT WITH BETTY MONYEKI ON 082 885 4270 OR CYNTHIA MOTAUNG ON 083 461 6534.

CONDITIONS OF BIDDING

1. Proprietary Information

1.1. South African Civil Aviation Authority (SACAA) considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to SACAA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of SACAA.

2. Enquiries

2.1. All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to email address: tenders@caa.co.za

2.2. ***Bidders may not contact any other SACAA employee besides the email address mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when the bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.***

2.3. All the documentation submitted in response to this tender must be in English.

2.4. The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by SACAA in regard to anything arising from the fact that pages are missing or duplicated.

3. Validity Period

3.1 Responses to this tender received from suppliers will be valid for a period of 180 DAYS counted from the closing date of the tender.

4. Submission of Tenders

4.1. Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, **SACAA/GRC/00011/2026 - 2027.** The sealed envelope must be placed in the tender box **MARKED 1** at BYLS Bridge Office Park, Centurion by no later than **11h00 on 11 September 2026. Failure to submit in a correct bid box will result in a disqualification.**

4.2. The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX **MARKED 1. Failure to submit in a correct bid box will result in a disqualification.**

4.3. No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.

4.4. Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. An amendment to bid without original bid document will not be considered.

4.5. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document.

4.6. Kindly note that SACAA is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

4.7. SACAA reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to SACAA.

4.8. SACAA also reserves the right to award this bid to a purely empowerment company or may award this bid on condition that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.

4.9. SACAA also reserves the right to award this bid as a whole or in part without furnishing reasons.

4.10. SACAA also reserves the right to withdraw the bid without furnishing reasons.

4.11. SACAA reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.

4.12. An incomplete price list shall render the bid non-responsive.

5. DISPUTE RESOLUTION

5.1. All disputes arising out of this (Request for Tender) RFT, or relating to the legal validity of this RFT, or any part thereof, shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:

- Negotiation, in terms of paragraph 5.3, failing which;
- Mediation, in terms of paragraph 5.4, failing which;
- Arbitration, in terms of paragraph 5.6.

5.2. Paragraph 5.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated in paragraph 5.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the RSA.

5.3. Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorised representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found, the authorised representatives of the parties must sign, within the ten (10) day period, an agreement confirming that the dispute has been resolved.

5.4. If negotiation in terms of paragraph 5.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

5.5. The periods for negotiation (specified in paragraph 5.3) or for referral of the dispute for mediation (specified in paragraph 5.4), may be reduced or extended by written agreement between the parties.

5.6. In the event of the mediation contemplated in paragraph 5.4 failing, the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

5.7. A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

5.8. At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.

5.9. The arbitration shall be held at Centurion, South Africa, in English.

5.10. The South African law shall apply.

5.11. The parties shall be entitled to legal representation.

5.12. The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.

5.13. This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw therefrom or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this RFT.

5.14. Both parties shall comply with all the provisions of the RFT and with all due diligence during the determination of such dispute, should the latter arise during the course of the RFB.

6. INTERPRETATION

6.1 The bidder/s shall accept the SACAA's interpretation of any specific requirement in the bid documents or specifications, should there be a difference of interpretation between the bidder/s and the SACAA.

6.2 Should there be any discrepancies between the bid conditions and any other documentation that forms part of this RFT, the bid conditions shall take preference.

THE BIDDER HEREBY ACCEPT THE CONDITIONS OF BID.

SIGNATURE OF BIDDER: ……………………………………………

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

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

DATE: …………………………………….

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	SACAA/GRC/00011/2026 - 2027	CLOSING DATE:	11 SEPTEMBER 2026	CLOSING TIME:	11H00
DESCRIPTION	FOR THE PROVISION AND IMPLEMENTATION OF AN OFF-THE- SHELF GOVERNANCE RISK AND COMPLIANCE (GRC) SOFTWARE SOLUTION INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FIVE (5) YEARS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX MARKED 1 SITUATED AT *(STREET ADDRESS)*
SOUTH AFRICAN CIVIL AVIATION AUTHORITY
BYLS Bridge Office Park
Olievenhoutbosch Road & Jean Ave
Centurion
0062

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	NTOMBIZODWA DUMA	CONTACT PERSON	NTOMBIZODWA DUMA
TELEPHONE NUMBER	011 545 1262	TELEPHONE NUMBER	011 545 1262
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	tenders@caa.co.za		

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ 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	☐Yes	☐No	ARE YOU A FOREIGN BASED		☐Yes ☐No	

REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	[IF YES ENCLOSE PROOF]	SUPPLIED FOR THE GOODS/ SERVICES/ WORKS OFFERED?	[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. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………………

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

DATE: …………………………………………...

TERMS OF REFERENCE

FOR THE PROVISION AND IMPLEMENTATION OF AN OFF-THE-SHELF GOVERNANCE RISK AND COMPLIANCE (GRC) SOFTWARE SOLUTION INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FIVE (5) YEARS.

ABBREVIATIONS

ART	-	Actual Recovery Time
BCM	-	Business Continuity Management
CA	-	Combined Assurance
DoT	-	Department of Transport
EWRM	-	Enterprise-Wide Risk Management
ICAO	-	International Civil Aviation Organisation
KPI	-	Key Performance Indicators
KRI	-	Key Risk Indicators
OHS	-	Occupational Health and Safety
OPM	-	Organisational Performance Monitoring
PFMA	-	Public Finance Management Act
QA	-	Quality Assurance
RPO	-	Recovery Point Objective
RTC	-	Recovery Time Capability
RTO	-	Recovery Time Objective
SACAA	-	Sout African Civil Aviation Authority
SARPS	-	Standards and Recommended Practices
COSO	-	Committee of Sponsoring Organisations of the Treadway Commission

1. INTRODUCTION

The South African Civil Aviation Authority (SACAA) is an agency of the Department of Transport (DoT), established on 01 October 1998, following the enactment of the now repealed South African Civil Aviation Authority Act, 1998 (Act No. 40 of 1998). This Act was replaced by the Civil Aviation Act, 2009 (Act No. 13 of 2009), which came into effect on 31 March 2010. As outlined in the Public Finance Management Act (PFMA), 1999 (Act No. 1 of 1999) (as amended by Act No. 29 of 1999), the SACAA is a Schedule 3A public entity. The PFMA designates the SACAA's Board of Directors as the organisation's Accounting Authority responsible for governance, while the Minister of Transport is the Executive Authority.

The Civil Aviation Act provides for the establishment of a stand-alone authority, mandated with controlling, promoting, regulating, supporting, developing, enforcing, and continuously improving levels of safety and security throughout the civil aviation industry. The above is achieved by complying with the Standards and Recommended Practices (SARPs) of the International Civil Aviation Organization (ICAO), while considering the local context. The SACAA, through a Ministerial order, is mandated with the administrative functioning of the aircraft Accident and Incident Investigation Division (AIID), while the Department of Transport is responsible for the functional running of this unit.

2. BACKGROUND AND CONTEXT

The SACAA's internal audit and risk processes are currently supported by BarnOwl system and manual interventions, which results in duplication of effort, fragmented reporting, and limited integration across functional areas. In alignment with its strategic objectives, the SACAA seeks to modernise and consolidate these processes through the implementation of a comprehensive, integrated Governance, Risk and Compliance (GRC) software solution.

The envisioned solution will not only replace existing tools but also enhance efficiency, accuracy, and transparency in managing governance, risk, compliance, audit, quality assurance, occupational health and safety, performance monitoring, and business continuity functions. By adopting a modular and scalable platform, SACAA aims to ensure that each functional area can leverage fit-for-purpose capabilities while maintaining central oversight and alignment to regulatory frameworks and organisational goals.

This initiative is driven by the need for improved data integrity, real-time analytics, and streamlined workflows that enable proactive decision-making, comprehensive assurance coverage, and effective performance tracking across all levels of the organisation. Ultimately, the solution will serve as a critical enabler in strengthening SACAA's capacity to meet its mandate, comply with applicable legislation and standards, and deliver value to stakeholders.

3. INVITATION TO BID

SACAA invites suitable and qualified software service providers to respond to the request for tender for the Provision and Implementation of an off-the-shelf Governance Risk and Compliance (GRC) software solution including support and maintenance for a period of five (5) years in line with SACAA's core business requirements. The software solution should have a modular design allowing SACAA to decide which modules they will be acquiring or not. Therefore, pricing should be on a modular basis.

4. DURATION OF SERVICE

SACAA intends to enter into an agreement with a suitably qualified service provider for a period of five (5) years.

5. PROJECT SCOPE

The business objectives are the following:

- Implement a fully integrated Governance, Risk and Compliance solution that supports planning, management, execution, reporting and monitoring of activities that will integrate:
  a) Business Continuity Management
  b) Combined Assurance
  c) Enterprise Risk Management
  d) Legal Compliance management

e) Internal Audit (Including Data Analytics)
f) Quality Assurance
g) Forensic investigations
h) Occupational Health and Safety,
i) Organisational Performance Monitoring

- Streamlined planning, resources management, allocation and monitoring.
- Enable combined assurance coordinated planning, management and aggregation of assurance reporting.
- Enable reporting by each function within the State-Owned Enterprise (SOE), for each division, department, section and/or project in the organisation, as well as integrated assurance reporting against each strategic objective.
- Organisation-wide/ universal access to the organisations' GRC solution by all the organisations' role-players listed above, in accordance with assigned user profiles and delegated access.

6. DESCRIPTION OF SERVICE

The following is required but not limited to:

6.1 Generic Requirements

- Provide easy access to information with the ability to configure custom workflows. Calculations, multiple methodologies, a limitless hierarchy, and virtual parameters to normalize reporting.
- Enable each department to make use of the tool and track its data in its own unique workflow, data parameters, calculations, metrics and libraries.
- Enable you to analyse information and identify & investigate problems areas.
- Data analytics – predictive analysis
- Web based with the ability for all staff to access, review, enter data and generate reports. All these different modules must be password controlled based on the area of responsibility.

6.2 Combined Assurance

- The proposed solution must have the functionality to allow the objectives to be captured at every level of the organisation and linked to ‘sub-objectives’ and / or risks that threaten (downside risks) or are required to achieve objectives (upside risks).
- Ability to reflect key combined assurance responses to organisational strategic objectives
- Ability to display the level of assurance provided against significant risk (Top 10 Strategic and Operational risks)
- Ability to display a Combined Assurance Matrix
- Ability to capture and manage the annual Combined Insurance Implementation Plan

6.3 Incident Logs

- Incidents register for general management, disaster management and recovery, emergency management (BCM), manage financial, HR, labour risk related items;
- Centralised Organisational Log
- Capturing and Maintaining Incident Logs
- Incident Criticality Evaluations
- Incident Assignment to Responsible Person
- Incident Status
- Incident Resolution Status
- Record near misses
- Capture root causes and corrective actions
- Link incidents to risk and controls
- Monitor recurring issues

6.4 Risk Management (Full Lifecycle)

- Alignment with the COSO and ISO31000 frameworks
- Manage organizational risk within one flexible, configurable solution.
- Central risk repository.
- The proposed solution must have the functionality to allow the objectives to be captured at every level of the organisation and linked to ‘sub-objectives’ and / or risks that threaten (downside risks) or are required to achieve objectives (upside risks).

- The proposed solution should have the functionality to do risk assessments (inherent, residual, target risk) making use of a Risk Assessment Matrix.
- Ability to incorporate metrics, impact, likelihood etc. These should have set criteria to help weight the scoring more accurate and consistently.
- The proposed solution must have the functionality to allow the controls to be captured at every level of the organisation and linked to risks.
- The system must allow for the rating of controls.
- The proposed solution should have functionality to assist with the management and monitoring of Key Risk Indicators (KRI) and key controls.
- The proposed solution should have functionality to assist with the management and monitoring of contributing factors.
- The proposed solution should have functionality to assist with the management and monitoring of Key Risk Indicators (KRI) and key controls.
- The proposed solution should have the capability to capture, manage and report on loss events suffered by SACAA.
- Actions can be assigned, and action carried out update back to the system and risk manager for monitoring.
- Ability to stratify risks, i.e. high-level risks may be up of several smaller risks. We will need to connect these and mitigate them separately.
- Consideration of risk analysis from an impact perspective rather than a threat.
- Automatic trigger reporting for risk that exceed a certain criterion.
- Automatic reminders for risks owners to review progress.
- Automatic trigger/ escalation for the management and updating of outstanding actions.
- Shows status of the Recommended Action Plans

6.5 Legal Compliance (full lifecycle)

- The proposed solution should support and align with recognised best practice compliance management process outlined in the Generally Accepted Compliance Practice (GACP) framework issued by Compliance Institute of South Africa:

  a) Phase I – Compliance Risk Identification
  b) Phase II – Compliance Risk Assessment

c) Phase III – Compliance Risk Management (Control optimisation)
d) Phase IV – Compliance Risk Monitoring and Reporting

- The proposed solution must have the capability to, at a minimum, support integration, and monitoring of compliance with all 11 high-risk laws and regulations applicable to SACAA, which may change from time to time as identified in our compliance universe.

  These high-risk laws must include as a minimum:

  (a) Basic Conditions of Employment Act ,1997 (Act No.75 of 1997)
  (b) Civil Aviation Act, 2009 (Act No. of 13 of 2009)
  (c) Employment Equity Act, 1988 (Act No.55 of 1988)
  (d) Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
  (e) Prevention and Combating of Corrupt ActivitiesAct,2004 (Act No.12 of 2004)
  (f) Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
  (g) Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)
  (h) Protection of Personal Information Act, 2013 (Act 4 of 2013)
  (i) Labour Relations Act,1995 (Act 66 of 1995)
  (j) Public Finance Management Act, 1999 (Act No. 1 of 1999)
  (k) Preferential Procurement Policy Framework Act,2000 (Act 5 of 2000)

- Include the ability to create a checklist for the Civil Aviation Amendment Act, 2021 (Act No. 22 of 2021) once proclaimed by the President without additional costs.
- Functionality to continuously maintain and update database of legislations, regulations, standards relevant to SACAA operations.
- Functionality to provide automated alerts and notifications for legislative changes, new enactments, bills out for public comments or pending amendments relevant to the organization's legislative universe.
- Ability to regularly update the compliance checklists or questionnaires in terms of legislative amendments or new regulations.
- Ability to facilitate the development, assignment, completion, approval and monitoring of Compliance Risk Management Plans (CRMPs).
- For each CRMP, the proposed solution should have the functionality to do risk assessments, map controls to risks, assign and track action plans.

- Ability to send automated reminders for overdue tasks and escalation paths for non-compliance.
- Ability to provide dashboards showing a high-level overview of compliance status, risk exposure and CRMP progress.
- The proposed solution should be risk-based and able to provide a list of standard compliance management reports with the ability to configure and draw custom reports (compliance status report, and risk mitigation progress report) from the system in real time for the SACAA governance structures.
- Ability to provide summary reports graphically.
- Ability to export reports and data in various formats (e.g. PDF, Excel)
- Ability to distribute the results which constitutes the verification or audit on the compliance self-assessments by BUs to the relevant BU compliance owners via email.
- Provide interface to create action plans (with defined timelines and assigned responsibilities) aimed at rectifying areas on noncompliance. Send and receive replies on bulk 2-way SMS to specific targeted groups.
- Allow for the management of outstanding actions.
- Shows status of the action.

6.6 Internal Audit (IA) - Full Lifecycle

- It needs to assist with easy coordination of RM and IA work; IA must have access rights to the RM module and the same goes for RM. The system should be able to support the standard Internal Audit Process:
- In summary, the audit process consists of the following sub-process:
  - (a) Strategic planning,
  - (b) Assignment planning,
  - (c) Assignment execution,
  - (d) Assignment reporting,
  - (e) Assignment follow-up
  - (f) Reporting to stakeholders (key being management, external auditors, audit committee) and
- Customise internal audit methodology and templates.

- Ability to keep an accurate record of the hours spent per assignment. During the strategic planning phase, we would have estimated the hours for each assignment.
- Ability to generate standard reports on the system, whereby after audits relevant information from planning and execution automatically goes to the report at a click of a button with ability to edit the report where necessary. Ability for IA to capture additional risks and controls (which can be “accepted” back into risk management module during the audit alignment phase.
- Ability for IA to rate the risks already rated by RM and this change to be communicated to RM.
- Ability to manage electronic working papers.
- Ability to assign different responsibility within the audit team as well as escalation of audit areas when not executed.
- Ability to sync in/ synchronize complete audit sections.
- Email notification to reviewer when audit sections are ready to be reviewed.
- Ability to create and clear review notes. Review notes must appear in ‘ready only’ format to the audit team to avoid unauthorized amendments.
- Ability to attach supporting documents under a specific audit area/working paper/finding.
- Ability to rate various findings on the audit report.
- Ability to send reports or a finding by email to the process owner/responsible official for comment on audit recommendations (even if the process owner does not have a license to operate the software, he/she must be able to comment)
- Email notifications to audit team after a comment have been inserted by the process owner/responsible official.
- Ability to summarise e.g. all significant findings for various reports for specific periods and to track their progress with regards to implementation by responsible officials.
- The system must allow audit to track progress of implementation of findings; it should be able to send notification to auditees just before the due date of the implementation and prompt them for comment; it must also be able to notify the audit team even if the auditees has not responded to the recommendations timely. It should also be able to escalate overdue findings to the respective line managers and send reminders of overdue findings.
- Ability to generate follow up reports and perform follow up audits.

- Ability to track and manage compliance with Acts and Regulations i.e. PFMA, King V etc.
- Archiving internal audit projects
- A simple at glance presentation of data either in a pie chart, scatter grams, graph etc.
- Links to outlook to enable joined up communication scheduling and response monitoring.
- Allow for the management of outstanding actions.
- Ability to generate a report (register) of findings showing status of implementation of action plans, ability to filter this report per division, department and person responsible.
- Shows status of the action and age analysis on outstanding findings
- Data Analytics:
  - **(a)** Ability to handle large volume of data both structured and unstructured.
  - **(b)** Ability to import data from different systems/ applications in different formats, functionalities that auditors can use to perform analysis to identify anomalies and exceptions and generate reports of the anomalies/ exceptions.
  - **(c)** Ability to automate/ program some tests on structured data.

6.7 Quality Assurance

- It needs to assist with quality management system (QMS) within Quality Assurance (QA) to allow QA to meet their quality objectives and the QMS would include not only the QA processes but also risk management, corrective and preventive actions, and continuous improvement initiatives.
- The system should be able to support the standard Quality Assurance Process:

  In summary, the audit process consists of the following sub-process:

  (i) Annual QMS Audit Plan,
  (ii) QMS Audit planning,
  (iii) QMS Audit execution,
  (iv) QMS Audit reporting,
  (v) QMS Audit follow-up
  (vi) Reporting to stakeholders (key being management)
  (vii) User-friendly interface
  (viii) Audit trails - Audit management system should track and see the progress of an audit immediately

(ix) Customise QMS audit methodology and templates.

(x) Ability to keep an accurate record of the hours spent per audit execution. During the strategic planning phase, we would have estimated the hours for audit execution.

(xi) Ability to generate standard reports templates on the system, whereby after audits relevant information from planning and execution automatically goes to the report at a click of a button.

(xii) Ability for QA to capture additional risks and controls (which can be “accepted” back into risk management module during the audit alignment phase.

(xiii) Ability for QA to rate the risks.

(xiv) Ability to manage electronic working papers.

(xv) Ability to assign different responsibilities within the audit team as well as escalation of audit areas when not executed.

(xvi) Ability to synchronize completed audit sections.

(xvii) Email notification to reviewer when audit sections are ready to be reviewed.

(xviii) Ability to create and clear review notes. Review notes must appear in ‘ready only’ format to the audit team to avoid unauthorized amendments.

(xix) Ability to attach supporting documents under a specific audit area or working paper or finding.

(xx) Ability to rate various findings on the audit report.

(xxi) Ability to send reports or a finding by email to the process owner or responsible official for comment on audit recommendations (even if the process owner does not have a license to operate the software, he/she must be able to comment)

(xxii) Email notifications to audit team after a comment have been inserted by the process owner or responsible official.

(xxiii) Ability to summarise e.g. all significant findings for various reports for specific periods and to track their progress with regards to implementation by responsible officials.

(xxiv) The system must allow audit to track progress of implementation of findings; it should be able to send notification to auditees just before the due date of the implementation and prompt them for comment; it must also be able to notify the audit team even if the auditees has not responded to the recommendations timely.

(xxv) Ability to generate follow up reports and perform follow up audits.

(xxvi) Ability to track and manage compliance with Policies, procedures and the ISO 9001 Standard

(xxvii) Archiving of Quality Assurance audit projects

(xxviii) Integration to MS-Outlook to enable joined up communication scheduling and response monitoring.

(xxix) Allow for the management of open findings.

(xxx) Shows status of the actions to close the findings.

6.8 Forensic investigations

- A provision for forensic case management system or tool that allows to store all case related information and evidence in one centralized location.
- Assist with tools to track the progress of each case including key milestones and deadlines.
- Ability to document reports, provide tools for creating comprehensive forensic reports.
- Ability to log investigative actions taken and document chain of custody and help track the chain of custody for digital evidence, including who accessed the data, when it was accessed, and any changes made to it.
- Help develop and implement effective response strategies in the event of an incident. This can include predefined workflows, communication plans, and escalation procedures.
- Investigations must be conducted within the prescripts of the law, the software to assist ensuring compliance with relevant laws and regulations such as POPIA.
- Fraud risk assessment and management
- Information recovery for preserved digital evidence – ensuring that data is securely backed up and readily accessible.
- Allow for real time messaging, file sharing and task assignment among the department and internal stakeholders.

6.9 Occupational Health and Safety (OHS).

- It needs to assist with easy coordination of OHS and RM work.
- The system must allow for importation of the OHS regulations and self-assessment there against.

- The system should be able to support the standard OHS Process.
- In summary, the OHS process consists of the following sub-process:

  - Inspections
  - Incident Reports
- Customise OHS audit methodology and templates.
- Ability to generate standard reports templates on the system, whereby after inspections relevant information from planning and execution automatically goes to the report at a click of a button.
- Ability for OHS to capture additional risks and controls (which can be "accepted" back into risk management module during the audit alignment phase.
- Ability for OHS to rate the risks.
- Ability to attach supporting documents under a specific audit area/working paper/finding.
- Ability to rate various findings on the OHS report.
- Ability to send reports or a finding by email to the process owner/responsible official for comment on finding recommendations (even if the process owner does not have a license to operate the software, he/she must be able to comment)
- Email notifications to OHS team after a comment have been inserted by the process owner/responsible official.
- Ability to summarise e.g. all significant findings for various reports for specific periods and to track their progress with regards to implementation by responsible officials.
- The system must allow audit to track progress of implementation of findings; it should be able to send notification to auditees just before the due date of the implementation and prompt them for comment; it must also be able to notify the audit team even if the auditees has not responded to the recommendations timely.
- Ability to generate follow up reports and perform follow up inspections.
- Ability to track and manage compliance with policies, procedures and the ISO 45001 Standard
- Integration to MS-Outlook to enable joined up communication scheduling and response monitoring.
- Allow for the management of open findings.
- Shows status of the actions to close the findings.

6.10 Operational Performance Management (full Lifecycle)

- The proposed solution must have the functionality to allow the objectives to be captured at every level of the organisation and linked to ‘sub-objectives’ and / or risks that threaten (downside risks) or are required to achieve objectives (upside risks).
- Ability to capture action plans for achieving deliverables.
- Status reports on progress made with completion of action plans.
- Monitoring and management of Key performance indicators
- Call Lists
- Integration of performance management with strategic and operational risks that will hinder organisation in achieving it strategic objectives. Consideration must also be taken of key risk indicators (KRIs).
- Key Risk Indicator reporting
- Allow for the management of outstanding actions.
- Shows status of the action
- Ability to upload project plans for quantitative indicators
- Ability to upload evidence of achieved objectives.

6.11 Business Continuity (Full Lifecycle)

- Generate and Maintain Business Impact Analysis and Continuity Plans
- Capture SACAA disruption tolerances (RPOs, RTOs, ARTs, MDLs, etc.)
- Capture and maintain a list of ICT services and their restoration priority.
- Testing Module, Allowing multiple test types (Desktop, Continuity, Scenario testing)
- Automated Workflows
- Automated e-mail notification of document expiry dates
- Crises Management
    - Crises Management Teams
    - Call Lists
    - Recovery Plans
    - Response Actions
    - Crises Diary
    - Crises Communications
    - Send and receive replies on bulk 2-way SMS to specific targeted groups.
- Emergency Notifications

(a) Notification of Stakeholders and confirmation of receipt

(b) Activate Disaster Recovery Plan

(c) Invoke off-site recovery site.

(d) Automated Alert Notifications

6.12 Vendor Resilience

- Audit Vendor BCM Capability
- Track and Monitor Vendor Performance
- ISO 22301 Assessment capability (optional)
- Recovery Time Objective, Recovery Time Objective, Recovery Time Capability

6.13 Reporting

- Standardized and custom reporting on all Devices
- Standardization of reporting at all levels including board level – from region level and right through to consolidated departments and committee/group level.
- A simple at a glance presentation of the data either in heat map or customisable formats, pie charts, radar charts, Spider charts, scatter grams, graphs etc.
- Standard risk committee reports along with customisable reports:
- User can choose from existing reports or create reports at its discretion through wizards and report builders.

6.14 Training

- Provide face-to-face training for internal staff before the system goes live.
- Training for the system Administrators (e.g., how to create new categories/add fields, manage the Standard responses; add/remove staff members etc.).
- Provide a training manual and video for internal users on how to use the system and its various functions must be provided.

6.15 Migration of Existing Information

The proposed solution must have the functionality to allow the capture or import of:

- Existing Risk information which is on BarnOwl system.
- Existing Quality Assurance documents and information on the BarnOwl system
- Existing Internal Audit Information on the BarnOwl system
- Existing Governance and Compliance information on the BarnOwl system
- Existing Organizational Performance information on the BarnOwl system

6.16 Software Specifications

- Integrate with Active Directory and Human Capital Database
- The system should run on a SQL database and the operating system to be Windows based.

6.17 Maintenance and Support

- Maintenance and Support on an “As and when required basis” at an hourly rate (Bidders to specify their hourly rate during office hours and after-hours including weekends

(A) SOFTWARE SPECIFICATIONS CHECKLIST

Bidders to indicate models to include or cover			
1.			
2.	Combined Assurance		
3.	Incident Logs		
4.	Risk Management (Full Lifecycle)		
5.	Legal Compliance (full lifecycle)		
6.	Internal Audit (Full Lifecycle)		
7.	Quality Assurance		
8.	Forensic investigations		
9.	Occupational Health and Safety		
10.	Operational Performance Management (full Lifecycle)		
11.	Business Continuity (Full Lifecycle)		
12.	Vendor Resilience		
13.	Reporting		
14.	Training		
15.	Migration of Existing Information		
16.	Software Specifications		

If the proposed solution does not fully comply with items 4, 5, 6 and 15 in the table above the bidders will be automatically disqualified.

(B) Estimated Numbers and Types of Users

SACAA requires the following number of licenses:

- A total of 129 licenses for users to have full access on the system as per the table below.
- A total of 50 licenses for users to have roaming licenses (Read & View) to allow for action plans to be assigned to any of SACAA employees and for such employee to be able to access the system to update status or progress regarding the assigned action(s).

The table below reflect the estimated number of users per department or function:

No	Module	Admin	Power Users (Rich license)	Lite license	
1.	Back-Office ICT	1			
2.	Business Continuity Management		5	15	
3.	Combined Assurance		5	15	
4.	Enterprise Risk Management		4	25	
5.	Legal Compliance		5		
6.	Internal Audit		10		Roaming Licenses
7.	Quality Assurance		8	25	
8.	Forensic investigations		3		
9.	Occupational Health and Safety		3		
10.	Organisational Performance Monitoring		3		
11.	Incident Management		2		
12.	Roaming licenses (Read & View)				50
Total		**1**	**48**	**80**	**50**

7 EVALUATION CRITERIA

Bidders will be evaluated in accordance with the Supply Chain Management Policies as well as the Preferential Procurement Policy Framework, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations of 2022. The evaluation criteria will consist of the following three (3) phases:

7.1 PHASE 1 (Part 1): SUPPLY CHAIN MANAGEMENT (SCM) ADMINISTRATIVE MANDATORY COMPLIANCE REQUIREMENTS

Bids received will be verified for completeness and correctness. SACAA reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided. The set of bid documents must be completed and submitted. SACAA reserves the right to request information/additional documents if there are any missing from the bidder(s) submission.) Bidders are to ensure that they submit the following documentation / information with their bid.

DOCUMENT	EVIDENCE REQUIRED	COMPULSORY REQUIREMENT
Proof of registration on the Central Supplier Database (CSD) of the National Treasury	Prospective bidders must be registered on the Central Supplier Database (CSD) prior to submitting bids. **Please indicate/supply the supplier number.**	Yes
SBD 1 (Invitation to bid)	Completed and signed	Yes
SBD 3 (Pricing Schedule)	Completed	Yes
SBD 4 (Bidders Disclosure)	Completed and signed	Yes
SBD 6.1 (Preferential Procurement Point)	Completed and signed	Yes

7.2 PHASE 1 (Part 2): TECHNICAL MANDATORY COMPLIANCE REQUIREMENTS/ DOCUMENTS

Bidders are to ensure that they submit the following documentation/ information with their bid.

At this phase, non-submission will result in disqualification.

DOCUMENT	EVIDENCE REQUIRED	COMPULSORY REQUIREMENT
OEM/Reseller Partnership Letter or agreement / Certificate Status (where applicable)	The Bidder must provide a valid OEM letter/ Reseller Partnership letter or agreement / certificate confirming an active/valid Partnership Status.	Yes

The project Team Leader must have Project Management Certificate such as Project Management Professional (PMP)® Certification, Prince2, or other equivalent recognized Project Management Certification.	Bidder must submit certified copies of the certifications.	Yes

7.3 PHASE 2: TECHNICAL AND/OR FUNCTIONALITY EVALUATION

The assessment of the Technical and Functional evaluation of the bid will be done in terms of the criteria stated in the table below. Bidders should take note of the criteria, weighting, and scoring when responding to this bid.

TECHNICAL REQUIREMENTS	FUNCTIONALITY EVALUATION	SCORES	
		MIN	MAX
COMPANY TECHNICAL EXPERTISE	A bidder to provide proof of experience in deploying the proposed Commercial Off-the-Shelf (COTS) software. As evidence a bidder to submit a minimum of three dated, contactable and signed reference letters on clients' letterhead not older than three years from closing date of the bid. • More than Three (3) signed reference letters - **10 Points** • Three (3) signed reference letters - **5 Points** • Less than three (3) signed reference letter - **0 Points** **The letters MUST include the following:** Services rendered, technology used/ proposed solution, the duration of the service and deliverables	**5**	**10**
COMPANY TRACKRECORD AND EXPERIENCE	Demonstrate at least 5 years of experience in deploying & supporting the proposed Commercial Off-the-Shelf (COTS) GRC software. • More than nine (9) years' experience **- 20 points** • Five (5) to nine (9) years' experience **- 10 points**. • Less than five (5) years' experience **- 0 points.** As evidence, a bidder to submit a **proposal or a detailed**	**10**	**20**

TECHNICAL REQUIREMENTS	FUNCTIONALITY EVALUATION	SCORES	
		MIN	MAX
	company profile (in response to this bid) clearly indicates the number of years of experience the company/Firm has in providing similar services (Deployment and supporting GRC software)		
PROPOSED SOLUTION	A bidder to submit a detailed proposal/methodology explaining how the system / software will cover the requirements listed below: **The proposed solution at a minimum must cover 70% of the following key functionalities:** (A) BCM – **2 Points** (B) Combined Assurance - **2 Points** (C) Risk Management - **12 Points** (D) Legal Compliance Management and must include all high-risk laws listed under 6.1.6 - **12 Points** (E) Internal Audit - **12 Points** (F) OHS - **1 Point** (G) Forensic Investigations - **1 Point** (H) Reporting - **5 Points** (I) Data migration - **2 Points** (J) Operational Performance Management - **1 Point** **NB: Risk management, Legal compliance, Internal audit and Data Migration MUST be part of the 70% (Failure to score points on any of these 4 will result in automatic disqualification)**	**35**	**50**
EXPERIENCE OF PROJECT TEAMLEADER	A bidder to submit a detailed CV of the project team leader clearly indicating number of years of experience of implementing GRC software as the project team leader. • Ten (10) years or more experience leading the implementation of similar projects - **10 Points** • Five (5) – Nine (9) years or more experience leading the implementation of similar projects - **5 Points** • Less than five (5) years' experience leading the implementation of similar projects - **0 Points**	**5**	**10**

TECHNICAL REQUIREMENTS	FUNCTIONALITY EVALUATION	SCORES	
		MIN	MAX
PROJECT PLAN	A bidder to submit a detailed project plan clearly outlining the activities/ deliverables and timelines for each activity. • Submitted project plan outlining all activities involved with timelines - **10 points** • No project plan submitted or project plan submitted lacks some of the activities/ or timelines - **0 points**	**10**	**10**
TOTAL		**65**	**100**

Bidders who score **65** or more points out of 100 on technical/ functionality will be considered for the next evaluation phase. Any bidder scoring less than **65** points will not proceed to the next phase.

7.4 PHASE 3: System Demonstration

Each bidder will be allocated 1 hour 30 minutes to demonstrate how the system works in line with the requirements

NO	LIST OF ITEMS	MINIMUM POINTS	MAXIMUM POINTS
1.	Combined Assurance	**1**	**2**
2.	Risk Management (Full Lifecycle)	**6**	**10**
3.	Legal Compliance (full lifecycle)	**6**	**10**
4.	Internal Audit (Full Lifecycle)	**6**	**10**
5.	Quality Assurance	**1**	**2**
6.	Forensic investigations	**1**	**2**
7.	Occupational Health and Safety	**1**	**2**
8.	Operational Performance Management (full Lifecycle)	**1**	**2**
9.	Business Continuity (Full Lifecycle)	**1**	**2**
10.	Vendor Resilience	**1**	**2**
11.	Reporting	**2**	**2**
12.	Data Migration	**3**	**4**
Total Points		**30**	**50**

NB: Risk management, Legal compliance, Internal audit and Data Migration MUST be part of the minimum cut-off point (30 points).

Bidders who score **30** or more will be considered for the next phase of evaluation which is price and specific goals. Bidder who scores less than **30** on system demonstration will not be considered further to the next phase of evaluation.

7.5 Phase 4: PRICE AND SPECIFIC GOAL EVALUATIONS

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000).

For this bid, 80 points will be allocated for Price and 20 points for Specific Goals.

i. This tender will be evaluated using the 80/20 preferential point system.
The following PPPFA formula will be used to evaluate the price:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Ps = Points scored for the price of the bid under consideration. Pt = Rand value of the bid under consideration.

Pmin = Rand value of the lowest acceptable bid.

ii. Only bidders that have achieved the minimum qualifying points on functionality will be evaluated further in accordance with the 80/20 preference point system as follows:

Points for this bid shall be awarded for:

1. Price; and
2. Specific Goal.

The maximum points for this bid are allocated as follows:

SPECIFIC GOAL	POINTS
PRICE	**80**
SPECIFIC GOAL	**20**
Total points for Price and SPECIFIC GOAL	**100**

POINTS AWARDED FOR A SPECIFIC GOAL

In terms of the Preferential Procurement Regulations 2022, points will be awarded for specific goals in accordance with the table below:

SPECIFIC GOALS (B-BBEE STATUS LEVEL OF CONTRIBUTOR)	NUMBER OF POINTS
1	20
2	18
3	14
4	12
5	5
6	6
7	4
8	2
Non-Compliant contributor	0

8 BRIEFING SESSION

There will be no briefing session, however any service provider that may seek clarity can send their queries to tenders@caa.co.za by 28 August 2026 to seek any clarity on the tender document. All requests must be submitted by email.

9 SUBMISSION FOR THE BID DOCUMENT

The bid submission requires a three (3) envelope system as per Section 7 of the evaluation criteria.

9.1 Envelope 1

All mandatory documents on Phase 1.

9.2 Envelope 2

Technical proposal (1 original and copy).

9.3 Envelope 3

The pricing schedule and valid B-BBEE Certificate/ affidavit shall be submitted on a separate envelope from the technical proposal for ease of evaluation, as these will be evaluated separately (1 original and 1 copy). Bidders are required to provide a detailed price schedule breakdown. **Refer to Annexure A.** To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

10 Please note no USBs/ memory sticks will be accepted.

11 Bidders are required to submit neat and well-bounded documents as SACAA will not be held responsible for any loss of documents whatsoever.

12 Bid documents must be submitted in a sealed envelope and/or package clearly marked with the bid reference number and the company name as per the bid advertisement. The bid is to be deposited in the tender box situated at the reception of the SACAA head office on or before the closing date of **11 September 2026** on or before 11.00am.

Attention: The BEC Chairperson
SACAA Bid Committee
FOR THE PROVISION AND IMPLEMENTATION OF AN OFF-THE-SHELF GOVERNANCE RISK AND COMPLIANCE (GRC) SOFTWARE SOLUTION INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FIVE (5) YEARS.

SOUTH AFRICAN CIVIL AVIATION AUTHORITY
BYLS Bridge Office Park
Olievenhoutbosch Road & Jean Ave
Centurion
0062

BIDDERS ARE REQUIRED TO SUBMIT BIDS ON TIME TO AVOID BEING LATE. OUR NEW OFFICE PARK HAS STRINGENT SECURITY MEASURES. EACH BIDDER WILL BE REQUIRED TO OBTAIN AN ACCESS CODE TO ENTER THE OFFICE PARK. TO RECEIVE THE ACCESS CODE PRIOR ARRANGEMENTS MUST BE MADE BY SENDING A WHATSAPP TO BETTY MONYEKI ON 082 885 4270 OR CYNTHIA MOTAUNG ON 083 461 6534 TO OBTAIN THE ACCESS CODE FOR THE OFFICE PARK.

ANNEXURE A - PRICING SCHEDULE

NO:	ITEM DESCRIPTION	COST TYPE	QTY	TOTAL COST EXCL. VAT
1.	Solution Implementation (Project management, Configuration, Customisation and Testing) as outlined in the scope of work.	Once-Off		
2.	Implementation and configuration including Data Extraction, Enhancement and Migration	Once-Off		
3.	Training and skills transfer - Conduct Train the Trainer for 48 people	Once-Off		
4.	Any other costs – full details and motivation to be provided			
			Total Price Excl. Vat	
			Vat 15%	
			Total Price Incl. Vat	

TABLE B

ITEM DESCRIPTION	COST TYPE	YEAR 1 INCL. VAT	YEAR 2 INCL. VAT	YEAR 3 INCL. VAT	YEAR 4 INCL. VAT	YEAR 5 INCL. VAT
Annual Support and Maintenance	Yearly					
Annual License fee (if applicable)	Yearly					
					TOTAL FOR A PERIOD OF 5 YEARS INCL. VAT	

CONSOLIDATED TOTAL

DESCRIPTION	TOTAL INCLUSIVE OF VAT
Table A TOTAL	
Table B	
FOR TABLE A & B	**R**

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

Name of bidder……………………………………	Bid number: **SACAA/GRC/00011/2026 - 2027**
Closing Time **11:00**	Closing date: **11 September 2026**

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

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

- Required by: ………………………………….
- At: ………………………………….
  …………………………………
- Brand and model ………………………………….
- Country of origin ………………………………….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ………………………………….
- Period required for delivery ………………………………….
  *Delivery: Firm/not firm
- Delivery basis …………………………………….

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

Where a person/s are listed in the Register for Tender Defaulters and/ or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors/ trustees/ shareholders/ members/ partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
…………………………………………………………………………………
…………………………………………………………………………………

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

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

2.3.1 If so, furnish particulars:
………………………………………………………………………………
………………………………………………………………………………

3 DECLARATION

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………… ..………………………………………………
Signature Date

………………………………… ………………………………………………
Position Name of bidder

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- **the 80/20 system for requirements with a Rand value up to R50 000 000 (all applicable taxes included).**

a. The value of this bid is estimated not to exceed R50,000,000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2. Points for this bid shall be awarded for:

a. Price; and

b. Specific Goal.

1.3. The maximum points for this bid are allocated as follows:

PRICE AND SPECIFIC GOALS	POINTS
PRICE	80
SPECIFIC GOAL	20
Total points for Price and SPECIFIC GOAL must not exceed	**100**

1.4. Failure on the part of a bidder to submit proof of SPECIFIC GOAL together with the bid will be interpreted to mean that preference points for SPECIFIC GOAL are not claimed.

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

a. **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

b. "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

c. **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

d. **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

e. **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

f. **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

g. **"prices"** includes all applicable taxes less all unconditional discounts;

h. **"proof of B-BBEE status level of contributor"** means:

(i) B-BBEE Status level certificate issued by an authorized body or person;

(ii) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

(iii) Any other requirement prescribed in terms of the B-BBEE Act;

i. **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

j. **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOAL

4.1 In terms of the Preferential Procurement Regulations 2022, preference points must be awarded to a bidder for attaining the SPECIFIC GOALS in accordance with the table below:

SPECIFIC GOAL	NUMBER OF POINTS
1	20
2	18
3	14
4	12
5	5
6	6
7	4
8	2
Non-Compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of SPECIFIC GOAL must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = ……… (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted..........…………………………%

ii) The name of the sub-contractor…………………………………………………………..

iii) The B-BBEE status level of the sub-contractor......................................……………..

iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm :……………………………………………………………………

8.2 VAT registration number :……………………………………….………………………………

8.3 Company registration number :…………….……………………….……………………………….

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

………………………………………………………………………………………………………
………………………………………………………………………………………………………
………………………………………………………………………………………………………

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business :………………………

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES 1. …………………………………….. 2. …………………………………….	……………………………………… SIGNATURE(S) OF BIDDERS(S) DATE: ………………………………….. ADDRESS ………………………………….. ………………………………….. …………………………………..

UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Interpretation

1.1. In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention: -

1.2. An expression which denotes
- any gender includes the other gender;
- a natural person included an artificial or juristic person and vice versa;
- the singular includes the plural and vice versa;

1.3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;

1.4. When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

1.5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2. I/we hereby bid:

1.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to SACAA;

1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);

1.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

3. I/we agree further that:

3.1. the offer herein shall remain binding upon me/us and open for acceptance by SACAA during the validity indicated and calculated from the closing time of the bid;

3.2. this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;

4. notwithstanding anything to the contrary:

4.1. if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, SACAA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and SACAA.

4.2. in such event, I/we shall then pay to SACAA any additional expense incurred by SACAA for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;

4.3. SACAA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

5. Pending the ascertainment of the amount of such additional expenditure SACAA may retain such monies, guarantee or deposit as security for any loss SACAA may sustain, as determined hereunder, by reason of my/our default;

5.1. if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

5.2. the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;

6. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;

7. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

8. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.

9. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.

10. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

Bidder's Information

Name of firm (company) …………………………………………………………………………

Postal Address ……………………………………………………………………………………

Physical Address ……………………………………………………………………………….

Contact Person ……………………………………………………………………………………

Telephone …………………………………………………………………………………………

Fax Number ……………………………………………………………………………………..

Types of business …………………………………………………………………………………

Principal business …………………………………………………………………………………

Activities ……………………………………………………………………………………………

11. The bidder hereby offers to render all or any of the services described in the attached documents to SACAA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).

12. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.

13. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by SACAA during the validity period indicated and calculated form the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.

14. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness an validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

15. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

THE BIDDER HEREBY ACCEPT THE UNDERTAKINGS BY BIDDER.

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: **…………………………………………...**

E2: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

ii. To ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with SACAA.

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 and contract documents.

iii. Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
1.3. “Contract price” means the price payable to the service provider 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. “Day” means calendar day.
1.7. “Delivery” means delivery in compliance of the conditions of the contract or order.
1.8. ”Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.
Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.9. “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.
1.10. “GCC” means the General Conditions of Contract.

1.11. “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
1.12. “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 service provider 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.
1.13. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.14. “Order” means an official written order issued for the rendering of a service.
1.15. “Project site,” where applicable, means the place indicated in bidding documents.
1.16. “The client” means the organization purchasing the service.
1.17. “Republic” means the Republic of South Africa.
1.18. “SCC” means the Special Conditions of Contract.
1.19. “Services” means that functional services ancillary to the rendering of the service, 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 service provider covered under the contract.
1.20. “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 client 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 service rendered shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

5.1. The service provider shall not, without the client's prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider 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 service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.

5.4. The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

6. Patent rights

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

7. Performance Security

7.1. Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider'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 client 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 client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

7.4. The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Delivery and Documents

8.1. Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2. Documents to be submitted by the service provider are specified in SCC.

9. Insurance

9.1. The service rendered 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.

10. Transportation

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

11. Incidental Service

11.1. The service provider 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 rendered service;

(b) furnishing of tools required for assembly and/or maintenance of the rendered service;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;

(d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and

(e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.

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

12. Warranty

12.1. The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.

12.2. This warranty shall remain valid for twelve (12) months after the service, 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.

12.3. The client shall promptly notify the service provider in writing of any claims arising under this warranty.

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

13. Payment

13.1. The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.

13.2. The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

13.3. Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.

13.4. Payment will be made in South African Rand unless otherwise stipulated in SCC.

14. Prices

14.1. Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.

15. Contract amendments

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

16. Assignment

16.1. The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.

17. Subcontracts

17.1. The service provider shall notify the client in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

18. Delays in the service provider's performance

18.1. Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.

18.2. If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider'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.

18.3. 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.

18.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.

18.5. Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider 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.

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

19. Penalties

19.1. Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

20. Termination for default

20.1. The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;

b) if the service provider fails to perform any other obligation(s) under the contract; or

c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

20.4. If the client intends imposing a restriction on the service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.

20.5. 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.

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

(i) the name and address of the service provider and / or person restricted by the client;
(ii) the date of commencement of the restriction; and
(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 the service providers or persons prohibited from doing business with the public sector.

20.7. 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.

21. Force Majeure

21.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider 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.

21.2. If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider 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.

22. Termination for insolvency

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

23. Settlement of Disputes

23.1. If any dispute or difference of any kind whatsoever arises between the client and the service provider 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.

23.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider 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.

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

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

23.5. 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 client shall pay the service provider any monies due the service provider.

24. Limitation of liability

24.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the client; and

(b) the aggregate liability of the service provider to the client, 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

25. Governing language

25.1. 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

26. Applicable law

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

27. Notices

27.1. Every written acceptance of a bid shall be posted to the service provider 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 services of such notice.

27.2. 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.

28. Taxes and duties

28.1. A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

28.2. A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.

28.3. 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.

29. National Industrial Participation (NIP) Programme

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

30. POPIA Clause

30.1. In submitting any information or documentation requested above or any other information that may be requested pursuant to this RFP, you are consenting to the processing by SACAA or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify SACAA against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

THE BIDDER HEREBY ACCEPT THE GENERAL CONDITIONS OF THE CONTRACT.

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: …………………………………………...

NAME OF YOUR COMPANY (IN BLOCK LETTERS) ___________________________________

____

SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S) **DATE**

____

NAME OF PERSON SIGNING (IN BLOCK LETTERS) _________________________________

CAPACITY ____

ARE YOU DULY AUTHORISED TO SIGN THIS BID? _________________________________

COMPANY REGISTRATION NUMBER____

VAT REGISTRATION NUMBER ____

POSTAL ADDRESS (IN BLOCK LETTERS)

____

PHYSICAL ADDRESS (IN BLOCK LETTERS)

____

CONTACT PERSON ____

TELEPHONE NUMBER _______________**FAX NUMBER** _______________________________

CELLPHONE NUMBER ____

E-MAIL ____

TYPES OF BUSINESS ____

PRINCIPAL BUSINESS ACTIVITIES ____