

ANNEXURE A



**REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A
SERVICE PROVIDER FOR ENTERPRISE RESOURCE PLANNING**

JHB-FPMS-04-23-24

Date Issued: 16 November 2023

Closing Date: 07 Dec 2023

Time: 11:00am

Bid Validity Period: 120 Days

TENDER TO BE SUBMITTED AT THE FOLLOWING ADDRESS:

Thynk Park, 1st Floor, 8 Summit Road, Dunkeld West, Randburg, 2196

Tender Submission Box - Reception

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1. INTRODUCTION

The Fibre Processing and Manufacturing (FP&M) SETA was established in terms of the Skills Development Act of 1998.

The FP&M SETA is accredited as a quality assuring body by the South African Qualification Authority, in terms of regulation R1127 wherein the FP&M SETA is required to perform the following functions:

- a. accredit constituent providers for specific standards or qualifications registered on the National Qualifications Framework.
- b. promote quality amongst constituent providers.
- c. monitor provision by constituent providers.
- d. evaluate assessment and facilitation of moderation among constituent providers.
- e. register constituent assessors for specified registered standards or qualifications in terms of the criteria established for this purpose.
- f. take responsibility for the certification of constituent learners.
- g. develop a sector skills plan within a framework of the National Skills Development Strategy
- h. plan and report on the implementation of its SSP and service level agreement
- i. approve Workplace Skills Plans
- j. disburse mandatory and discretionary grants.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

To establish an independent and objective Public Relations Management Services in terms with Section 27 of the Treasury Regulations prescribed in terms of Section 76 of the PFMA. The appointed service provider is expected to carry out the mandate of the Public Relations Management Services Function in terms of the SETA's.

3. LEGISLATIVE FRAMEWORK OF THE BID

3.1. Tax Legislation

3.1.1. Bidder(s) must be compliant when submitting a proposal to FP&M SETA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

3.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

3.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

3.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

3.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

3.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

3.2. Procurement Legislation

The FP&M SETA has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

3.3. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

4. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is **120** days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal	16 November 2023
Compulsory Briefing Session Online:	22 November 2023 10:00am – 11:00am
Microsoft Teams meeting	
Join on your computer, mobile app or room device	
Click here to join the meeting Meeting ID: 351 941 998 72 Passcode: YbdzJb Download Teams Join on the web	
Closing Date for Questions and Answers relating to bid from bidder(s)	29 November 2023
Bid closing date	07 December 2023 at 11:00 am
Enquiries must be sent in writing to the following email addresses	MarjorieD2@FPMSeta.org.za tenders@fpmseta.org.za
Notice to bidder(s)	FP&M SETA will endeavor to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at the FP&M SETA's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the FP&M SETA to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the FP&M SETA extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

5. CONTACT AND COMMUNICATION

5.1. A nominated official of the bidder(s) can make enquiries in writing, to Supply Chain Management in writing to tenders@fpmseta.org.za The bid reference number must be mentioned in all correspondence.

5.2. The delegated office of the FP&M SETA may communicate with Bidder(s) where clarity is sought in the bid proposal.

5.3. Any communication to an official or a person acting in an advisory capacity for the FP&M SETA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

5.4. All communication between the Bidder(s) and the FP&M SETA must be done in writing.

5.5. Whilst all due care has been taken in connection with the preparation of this bid, the FP&M SETA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The FP&M SETA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

5.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the FP&M SETA (other than minor clerical matters), the Bidder(s) must promptly notify the FP&M SETA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the FP&M SETA an opportunity to consider what corrective action is necessary (if any).

5.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the FP&M SETA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

5.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

6. LATE BIDS

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

7. COUNTER CONDITIONS

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

8. FRONTING

8.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

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

9. SUPPLIER DUE DILIGENCE

The FP&M SETA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

10. SUBMISSION OF PROPOSALS

10.1. Bid documents must be placed in the tender box at the FP&M SETA Offices, Reception Area, 8 Summit Road, 1st Floor, Dunkeld West, Johannesburg 2169 on the closing date at 11:00am or before the closing date between 9am to 3pm.

10.2. Bid documents will only be considered if received by the FP&M SETA before the closing date and time.

10.3. The bidder(s) are required to submit **Two (2)** copies of tender documents 1: **one (1)** original and **one (1)** duplicate and submit **One (1)** electronic version copy of tender document. **2 Two** price quotation (sealed separately) **(1) one** original and **(1) one**, duplicate and submit **(1)** electronic version Example: USB or Disk with content of each file by the Closing date **07 December 2023 at 11:00am**. Each file and USB must be marked correctly and sealed separately for ease of reference. Furthermore, the file and information in the USB must be labelled and submitted in the following format:

10.4. Bidders are requested to initial each page of the tender document on the top right-hand corner.

10.5. Bidders are required to comply to the following 4 phases of evaluation.

Pre- qualification (Phase 1)	MANDATORY Evaluation (Phase 2)	Technical Functionality Evaluation (Phase 3)	Price and Specific Goals Evaluation (Phase 4)
Bidders must submit all documents as outlined Phase 1	Bidder(s) are required to comply with TOR on Phase 2	Scoring points (Weighting) Bidders must meet the threshold in Phase 3 to be eligible to be evaluated on Price and Specific Goals	Bidders will be evaluated out of 100 points and are required to achieve a minimum threshold of 75 points of 100 on Phase 4

11. PRESENTATION /SITE VISIT DUE DILIGENCE

The FP&M SETA reserves the right to request presentations/site visit from the short-listed Bidders as part of the bid evaluation process.

12. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of **36 months, three (03)** years, after signing of a contract by the successful bidder. All work is to be carried out in accordance with the time schedule as agreed with the FP&M SETA.

13. TERMS OF REFERENCE

1. BACKGROUND

The Fibre, Processing & Manufacturing SETA (FP&M) was established by the Minister of Higher Education and Training on 01 April 2011 and re-established until the end to 31 March 2030.

The FP&M SETA is classified as a National Public Entity under Section C of Schedule 3A of the Public Finance Management Act of 1999 (PFMA).

2. PURPOSE

FP&M SETA would like to appoint a qualified ICT Service Provider to provide an integrated Enterprise Resource Planning (ERP) solution that will automate the SETA's support operational activities; The solution will replace or enhance the current FP&M SETA Enterprise Resource Planning (ERP) and to cover areas that were not previously addressed. The solution should:

- Maintain an accurate database of all FP&M SETA support division activities while maintaining high levels of data integrity and data security;
- Implement an easily scalable, adaptable and portable system (the system should support mobility);
- The ERP system should ensure maximum availability, inter-operability, efficiency and robustness (the service provider must provide adequate hardware and bandwidth that is stable);
- The ERP system should have Business Intelligence capabilities with easy-to-use report writing, query, cubes, dashboards, search and help functions;
- The ERP system should have an overall project and contract management module with process workflow and document management capabilities.
- The proposed solution should be cloud-based and accessible online through the web, and FP&MSETA should be able to takeover and manage the solution whenever required.

3. CURRENT ARCHITECTURE LANDSCAPE

The architecture consists of a head office based in Randburg, Johannesburg which connects to the MPLS via a 20MB link. The two regional offices in KwaZulu Natal Westville and Cape Town Woodstock are connected to the MPLS through 8MB and 4MB fiber links. The current ERP solution is made up of Microsoft D365 FO, Sage 300 People, and a custom-built solution. The server farm is based in Gallo Manor data center and consists of a hybrid of physical servers and virtual servers. FP&M SETA is currently using office 365 hybrid solution.

4. OBJECTIVES

The objective of this TOR is to outline the scope of work for the provision of the Enterprise Resource Planning (ERP) Solution for FP&M SETA. The aim is to deploy an ERP system that will assist in automating most of FP&M SETA processes, comply with legislation and government policies and promote good governance. The ERP system must be scalable to allow additional modules for different business areas and must interface with other Management Information Systems at the FP&M SETA system landscape.

4.1. SCOPE OF WORK

ORGANISATION AND BROAD INFORMATION SYSTEM NEEDS

The FP&M SETA comprises of the following core operations business units, with the following functions:

A. Outreach, Branding and Stakeholder Engagement

The Unit is responsible for the implementation of the FP&M sector Community Program, and the coordination and facilitation of the core business of the FP&M SETA. The Unit is currently performing all of its functions manually without a system to ensure a seamless process.

The Unit requires a system that will assist with the following:

- Provide annual comprehensive information and plans for each province.
- Link the above to the sectoral mandate.
- Link the above to the number of employers and relevant stakeholders.
- Indicate the number of possible partnerships.
- Indicate the number of possible strategic projects.
- Show planned interventions.
- Courier management.
- Generate a report regarding gaps and the need for interventions within different units.
- Capture all the relevant data for all projects including costs and progress within the SETA per region.
- Provide a global positioning system (GPS) that indicates the distances between interventions in a province.
- Show clear applications on the principles of project management as per the project management book of knowledge (PMBOK).
- Communicate with partners on relevant interventions and possible partnerships.
- Calculate costs of running a province in terms of human capital including timelines.
- Indicate current risks and anticipated risks.
- Link to stakeholder databases.
- Revamping of the Website, maintenance and updating integrated and interactive; and
- Module for management of stakeholder marketing proposals.

Furthermore, The Unit is responsible for internal and external research and communication initiatives directed at existing and potential stakeholders, using various communication tools such as printed, electronic, face-to-face and social media communication. It is charged with strategically positioning the FP&M SETA in the minds of its stakeholders and ensuring the effective management of the organization's reputation. Through its internal and external communication efforts, the Unit ensures the readiness of the FP&M SETA as an organization, and its internal stakeholders, to fulfil the mandate of the FP&M SETA. Additionally, it ensures its customers are awarded the best possible service enabled through accurate record, keeping of all interactions through the Customer Relationship Management (CRM) system, the recording of traffic on the FP&M SETA website, and recording call activity at reception through the VOIP telephone system.

B. Human Resources Unit

The Human Resources Unit's core function includes the following:

- Recruitment and selection,
- Office management.
- Physical document management.
- Policy development.
- Change Management.
- Payroll management.
- Job design and Evaluation.
- Performance Management.
- Employee wellness.
- Industrial Organizational Development (IOD);
- Job profiling.
- Training and development (ability to generate WSP/ATR template linked to Setas)
- Employment Equity (ability to generate EE reports in line with DoL)
- Personnel file maintenance.
- Occupational health, safety and environmental management.
- Full SAGE 300 PEOPLE, including Employee Self Service System
- BBBEE management system.

C. Finance Unit

The Finance Unit is responsible for ensuring prudent financial management of the organization. The Unit performs the following functions which should be supported by the proposed system:

- Management of revenue.
- Financial reporting.
- Expenditure and Payments
 - Payment file format for all major banks in South Africa
 - Integrated SCM PO Management systems
- Liabilities and debtors.
- Financial asset management.
- Physical asset management.
- Budgeting.
- Internal controls and business processes; and
- Levy and Grant Management
 - Interface with the designated system which contains uploaded employer files received from SARS monthly (these include new and existing employer levy information)
 - Levies and grants calculations

- Provide mandatory grant and levy report per scheme and financial year.
- Provide discretionary grant expenditure report per employer, per project, per sector, per municipality, and per province.
- Grants and Levies integrated into the finance module.
- Financial reporting and ensuring compliance with applicable financial regulations and prescripts in the public sector.
- The Project Accountancy happens within the Finance Unit reporting to the Chief Financial Officer (CFO). The role is to prepare the discretionary commitment registers and it serves as a link between the Finance and Projects Units. It ensures the reconciliation of the FP&M SETA commitment register in the projects Units, with the Microsoft AX Dynamics 365 system within the Finance Unit. Manual and computerized systems are used during the reconciliation processes requiring advance Microsoft Excel skills.

D. Supply Chain Management Unit

The Supply Chain Management (SCM) Unit performs the following functions within the FP&M SETA and the system needs to digitally automate the activities as follow:

- End to End procurement process as legislated in the PFMA through National Treasury
 - Initiating Procurement Requests from the end user (Business Units) through all the approval processes to SCM
 - Issuing of the Request for Quotations (RFQ)/ Request for Proposal (RFP) to various Suppliers/Service Providers with an interface to the Central Supplier Database (CSD) system
 - Receipts of proposal in a form of quotations and proposals from Suppliers/Service Providers
 - Evaluation, adjudication and awarding of Bids/Proposals
 - Issuing of purchase orders and award letters
 - Managing the receipt of good and the rendering of services for record keeping
 - Receipt and processing of invoices
 - Manage payments of suppliers in terms in line with the procurement policies
 - Provide procurement reports to National Treasury
- Online processing of requisitions and issuing of Purchase Orders within stipulated time frames.
- Assisting end-users to ensure specifications and terms of reference are drafted clearly and unambiguously.
- Facilitating the appointment and coordination of Bid Specification, Evaluation and Adjudication Committees.
- Providing assistance to all Directorates within the FP&M SETA by limiting and avoiding irregular, fruitless, unauthorized and wasteful expenditure.
- Assisting the FP&M SETA to comply with its annual Procurement Plan.

- Reporting on Supply Chain Management performance to the Audit and Risk Committee.
- Providing effective feedback on SCM requests submitted to the Unit.
- Ensuring that payment packs are correctly filed, and all supporting documents are attached; and
- Ensuring timely reporting to National Treasury on compulsory reports.
- Travel management.
 - Travel request by the end user business unit through the approval process to SCM
 - Travel Bookings to a third-party service provider
 - Reconciliations of travel after the trip
 - Provide reports on travel by individual/business unit per month.
- Procurement and contract management.
 - Drafting and issuing of contracts for services to be rendered
 - Tracking and payment for the deliverables and milestones with various
 - Tracking contract variations
 - BBBEE supplier development (supplier database)
 - BBBEE reporting system.
 - Managing contract terminations and/or renewals
 - Provide reports on contract performance.

E. Information Technology Unit

The Information Technology (IT) Unit is responsible for the following activities within the FP&M SETA:

- Management of an online IT incident logging system that is ITIL compliant.
- Management of IT infrastructure.
- Monitoring of online network infrastructure and connectivity.
- Desktop support.
- Online document management and archiving
- Backup business recovery system for all users of ERP Systems
- Security management and
- Planned preventative and reactive maintenance.

3.3 SCOPE OF WORK AND PHASES

The service provider shall provide a range of Information and Communications Technology (ICT) consulting services covering:

- Strategic information system development.
- Project management.
- Advise on Business processes improvement.
- Business intelligence and performance dashboard.
- Data warehousing.
- Data Migration.
- Information and System Security Management
- Assistance with IT Audit compliance (AG and Internal)
- Assistance with legislative requirements, compliance and reporting.
- Disaster recovery.
- E-government.
- Interoperability.
- Website Maintenance and Development and
- The related Operations Unit's technical specifications.

Phase 1 – Review and Analysis of Current Enterprise Resource Planning Solution

The first phase will be the preparation of the Work Plan and the review of the existing ERP, subsystems, data and modules. Based on the above-mentioned review and analysis the FP&M SETA, rank the priorities of modules to be developed; and determine possible options for mid-and long-term priorities for the further development to be incorporated into the Systems Specifications and Design Report. The service provider must take into consideration changes in priorities.

Phase 2 – Development or Implementation of Data Warehouse

The second phase will be the development of the data warehouse structures, entities and relationships. The development of the data warehouse phase will include:

- Defining of the database structure and the level of detail.
- Creation of an open database allowing for upgrades and adaptations in the future.
- Defining of keys, entities and relationships.
- Determining system and hardware requirements.
- Implementation of disaster recovery for the FP&M SETA data warehouse.
- Performance of data cleansing of historical data.
- Migration of legacy data into the data warehouse.
- Building of data mining tools for the data warehouse; and
- Development of a high-level search engine.

Phase 3 – Development and Test of ERP System Modules (Testing must be done by FP&M SETA staff and stakeholders)

This phase will be the development of the ERP System modules as prioritized in Phase 1 above. The building and development phase must include:

- Development of user-friendly interface screens (Graphic User Interfaces) for the modules.
- Development of all required reports for the modules.
- Development of the lines of code for the modules.
- Testing of the functionality of the modules.
- Testing of the implementation of business rules within the modules; and
- Testing of the implementation of the back-end data warehouse implementation of the modules.

Phase 4 – Integration Testing of ERP System Modules

This phase will be the integrated testing of ERP system modules developed in Phase 3 above, to ensure that all modules can work as one system. The integration testing phase will include:

- Development of test data and live data test scenarios and test beds.
- Development of 360° test scenarios (start to finish) and test beds.
- Testing of the ERP system integration with VIP.
- Testing of the ERP system integration with common ERPs (e.g., SAP, Oracle and JD Edwards); and
- Testing of the ERP system integration with our IMIS and other FP&M SETA systems

Phase 5 – Design and Development of the BI Module

This phase will be the design and building of the business intelligence module MUST include:

- Development of the core Business Intelligence (BI) module and reporting templates as defined by legislation, the Department of Higher Education and Training (DHET), South African Qualifications Authority (SAQA), the National Artisan Moderation Body (NAMB), National treasury and the FP&M SETA.
- Development of BI templates for internal monthly, or as and when required, reporting requirements.
- Development of management and Executive dashboards; and
- Development of high-level report writing templates, queries and cubes.

Phase 6 – Design and Development of the Project and Contract Management Module

This phase will consist of the design and building of the project management module, and will include:

- Development of automated process workflows for processes.
- Development of audit trails for the workflows for the processes.

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- Development of a document management sub-module; and
- Development of the business rules implemented in the project management module.

Phase 7 – Training of Users

During this phase user will be trained on the features and functionality of the new ERP system modules and this will include:

- Development of end-user manuals for the new ERP system, project Management module and BI module.
- Development of system manuals for the new ERP system, project Management module and BI module.
- Development of system documentation for the new ERP system, project management module and BI module.
- BBEE supplier development (supplier database)
- BBEE reporting system.
- Performance of training for FP&M SETA Staff and stakeholders.
- Performance of “train the trainer” training for selected FP&M SETA IT staff; and
- Performance of system training for FP&M SETA IT Staff.

Phase	Description	Deliverables
Phase 1	Review and Analysis of Current Enterprise Resource Planning System	<ul style="list-style-type: none"> • Project plan • Systems specifications document/ Manual
Phase 2	Development of Data Warehouse	<ul style="list-style-type: none"> • Database structure report • Entity relationship diagrams • Disaster Recovery Plan (DRP) implementation and testing report • Legacy data cleansing • Legacy data migration report • Data mining tools documentation • FP&M SETA Data Warehouse
Phase 3	Development and Test of ERP SYSTEM Modules	<ul style="list-style-type: none"> • Interface screens Graphic User Interface (GUIs) • ERP System reports • Source code for the modules • Working ERP System modules • Test results for back-end data warehouse implementation of the modules.
Phase 4	Integration Testing of ERP SYSTEM Modules	<ul style="list-style-type: none"> • Test, live data test scenarios and results • 360-degree test scenarios and results • Integration test results for Financial Management System • Integration test results for common ERPs
Phase 5	Linking the BI Cognos system to the newly implemented ERP SYSTEM	<ul style="list-style-type: none"> • BI module • DHET, SAQA and other regulatory bodies reporting templates

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		<ul style="list-style-type: none">• FP&M SETA BI templates• Management dashboards• Report writing templates, queries and cubes. e.g. SETMIS ,NLRD etc.
Phase 6	Design and Development of the PM Module	<ul style="list-style-type: none">• Automated process workflows• Audit trails for the workflows• Document management module (Note: The FP&M SETA uses Microsoft Office 365 E3)• Audit trails for document flows
Phase 7	Training of Users	<ul style="list-style-type: none">• End-user manuals• Training manuals• Systems manuals• Systems documentation• Project documentation

1. SYSTEM ENVIRONMENTAL REQUIREMENTS

4.1 Application Software

- a) FP&M SETA uses the Microsoft platform for its server and desktop functionality. The main desktop operating system is Windows 10, with 95 % of all computers within FP&M SETA.
- b) The main browsers used are Windows Edge and Google Chrome. FP&M SETA is currently in Office 365 E5 therefore compatibility with such should be considered.
- c) The Bidder is required to provide a general description of the application program product and how it will meet the requirements of this RFP.

Describe your overall:

- d) comprehensive business solution in relation to the current environment mentioned above.
- e) indicate areas where the product fits and
- f) Any possible gaps that require development and enhancements.

4.2 Vendor Solution

- g) Describe your **vendor model**, including hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to FP&M SETA's network and bandwidth, and any partners that may be involved in service delivery.

- h) Describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
- i) Describe your **support model**, including cost structure for support calls.
- j) Describe your **data center and storage facilities**, including locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.
- k) Describe your **logical security**, including firewall security, authentication controls, and data encryption capabilities.
- l) Describe your **change management, upgrade, and patch Management** policies & practices.
- m) Describe **systems administration/management** capabilities including monitoring of performance measures, intrusion detection, and error resolution.
- n) Describe how you will help FP&M SETA move to a new operation at the **end of the contract** term or if the contract is terminated, including the process for notifying of termination.

4.3 Proposed Implementation Plan

- o) The Bidder is to provide an implementation plan in narrative format supported by an activity level project plan that details how the proposed solution is to be implemented. This implementation plan should at least include the following elements:
- p) Provide an overall description of the Bidder's project management approach towards this type of engagement and projected timing for major phases. Provide a comprehensive high-level project plan for achieving the successful deployment of your proposed system with a full compliance to the Systems Development Life Cycle (SDLC) and interfacing and integrating with the financial system. FP&M SETA expects the Bidder to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with FP&M SETA's project management team. This project manager can be an employee of the Bidder or a partner of the Bidder. In either case, the costs for the project manager should be clearly denoted in the pricing section of the Price Proposal.

- q) The FP&M SETA requests that the Bidder provide their project plan preferably in Microsoft Project format, hard and electronic copies as part of their technical proposal response.
- r) It is expected that the Bidder will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Bidder's proposed implementation plan are included in the following subsections.

4.5 Key Success factors

Provide a general overview of the implementation approach you plan to use for the FP&M SETA that includes addressing the following items:

- s) Describe how you transition from the sales cycle to the implementation phase of the project.
- t) Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like FP&M SETA.
- u) Describe how you conclude on a preferred implementation phase of software modules. What is your recommended approach for this implementation?
- v) Describe your approach towards running parallel systems for a period.
- w) Describe your approach for data migration and how you ensure completeness of data from one system to another.

4.6 Data Conversion and Migration Plan

It is anticipated that data conversion will occur when migrating to the new application. The Bidder is expected to lead the FP&M SETA in the conversion of Both electronic and manual data to the new system. It is expected that the Service Provider will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the Bidder will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new ERP System. Bidders are to provide pricing for data conversions in their Price Proposals.

- Describe your general approach towards data conversion and how you would work with the FP&M SETA to conclude what should be converted.
- Please describe your organization's recommended approach toward retention of legacy data.
- Ability to access the legacy data previously stored

4.7 Report Development

For specific reporting requirements, it is anticipated that the Bidder will take the Lead on developing any reports required as part of the initial deployment of the system. The Bidder is expected to provide specialized knowledge and information to the FP&M SETA staff during the development of needed reports, via technical training on the tools used for report development, database schema (a representation of a plan) and architecture, etc.

Provide information on your reporting approach including:

- Description of various methods of reporting,
- Ad-Hoc Reports (Custom report) that may be required from time to time

4.8 Disaster Recovery and Protection of Information

FP&M SETA need the assurance that all the data and systems that are used to process its business processes are protected against any form of loss or risk including but not limited to the following accidental loss, malicious loss, theft, unauthorized access sabotage and most importantly privacy.

The service provider must provide a detailed proposal or plan on how these risks can be mitigated to ensure that there is minimal or no damage such occurrence take place.

4.9 Systems and Resource Training

FP&M SETA requires:

- As per the scope, the Bidder is expected to conduct user training, and provide user manuals, and online help for FP&M SETA end users.
- All end-user training will be performed on-site by the Bidder.
- The Bidder should describe the training approach and timelines.

4.10 Change Management Approach

FP&M SETA recognizes that a movement from the current environment to a new solution will present change management challenges.

- The Bidder should clearly identify their approach towards Change Management including any unique approaches, processes, or tools that will be used.
- Indicate the types of training manuals and other training documentation you will make available.

4.11 System Testing

The Bidder should describe their approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to FP&M SETA related to such testing:

- System testing
- Integration testing (in relation to the ERP modules and other FP&M SETA systems)
- Stress/performance testing
- User acceptance testing (UAT)

4.12 On-going Support Services

Please specify the nature and conditions of the following post-implementation support options:

- Post-go live support
- Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
- Online and after hours support i.e. telephone support, help desk services, Toll-free support line, Online knowledge base (i.e. – how it accesses, who updates it, etc.)
- Training for internal FP&M SETA staff and External FP&M SETA stakeholders
- Enhancement to the system and procedure to be followed.

4.13 Intellectual Property

The service provider should specify any terms in relating to the intellectual property rights relation to the following and how such can be protected to ensure that FP&M SETA operate as a going concern should such matters arise where there is dispute, litigation, and jurisdiction where the systems and data are stored and managed from outside the Republic of South Africa

- Data – All the data captured on the system belongs to FP&M SETA and the service provider is not entitled to use such for their own- or third-party benefits.
- Systems – Any dispute, litigation, change of ownership or matters relating to shareholding of the company should not affect the use of the system by FP&M SETA and mechanism should be put in place to ensure that such matter if they arise should not impede FP&M SETA in using the system(s).

4.14 PRICING

- a) Service Providers are requested to provide an all-inclusive cost of this project assignment with the following clearly indicated:
- Daily rate of each consultant with anticipated number of days to complete assignment; and
 - Anticipated travel and disbursement costs.
 - Total cost for the initiation to completion of the assignment as per the Terms of References
- b) Bidders are reminded that the FP&M SETA will award the bid based on a bidder's total project cost and not hourly or daily rates. The bidder must ensure delivery of the project within the required timeframes stipulated in the terms of reference.

4.15 ACCOUNTABILITY AND REPORTING

The service provider will report directly to the CIO for the duration of the contact.

a) Service Providers are requested to provide an all-inclusive cost of this project assignment with the following clearly indicated:

- Daily rate of each consultant with anticipated number of days to complete assignment; and
- Anticipated travel and disbursement costs.
- Total cost for the initiation to completion of the assignment as per the Terms of References

b) Bidders are reminded that the FP&M SETA will award the bid based on a bidder's total project cost and not hourly or daily rates. The bidder must ensure delivery of the project within the required timeframes stipulated in the terms of reference.

13.1. ENTERPRISE RESOURCE PLANNING SYSTEM OBJECTIVES

The purpose of this Request for Proposal (RFP) is to source proposals from potential bidder(s) for the appointment of a service provider to provide ERP Services to the Fiber Processing and Manufacturing Sector education and training authority ("FP&M SETA") for a period of **three (03) years**.

13.2. EVALUATION CRITERIA

Evaluation Criteria

All bidders that provide ERP will be evaluated according to the following:

- Pre-Qualification Administration compliance documents **(Phase 1)**
- Mandatory Requirement **(Phase 2)**
- Technical Functionality requirement **(Phase 3)**
- PPPFA - Price and Specific goals **(Phase 4)**

Table 1: Documents that must be submitted for Pre-qualification Administrative requirements (Phase 1)

Document that must be submitted	Comply	Do not Comply
Invitation to Bid – SBD 1 Complete and sign the supplied pro forma document		
Tax Status SBD 1 1. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. 2. Proof of Registration on the Central Supplier Database 3. Vendor Number		
Preference Point Claim Form – SBD 6.1 Non-submission will lead to a zero (0) score (BBBEE Certificate) to be submitted together with the bid document.		
All SBD forms issued in the tender document must be signed and submitted. (Failure to do that will lead to disqualification)		
Registration on Central Supplier Database (CSD) The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit: https://secure.csd.gov.za/submitting your proposal . Visit to obtain your vendor number. Submit proof of registration		

Financial Statement not older than (two) 2 years

The submitted statements must be audited

Non - Compliance to administrative requirements may lead to disqualification if the bidder does not respond/submit within 7 working days the requested documents.

Phase 2

NO	CRITERIA	Comply	Does not comply
1. Certification or Partnership of the service provider	Service provider must have certification or partnership agreements for the ERP solution they propose. Bidder must provide certification or partnership letter as proof/ evidence for ERP Solutions		
2. Review and Analysis of Current Management Information System	<ul style="list-style-type: none">❑ Project plan❑ Prioritization list❑ Systems specifications document Bidder must be able to review and analyze current Enterprise Resource Planning System and provide evidence/proof of the work previously reviewed and analyzed by means of reference letter with letterhead and contactable references letter must not be older than 3 years		
3. Development of Data Warehouse	<ul style="list-style-type: none">❑ Database structure report❑ Entity relationship diagrams❑ DRP implementation and testing report❑ Legacy data cleansing❑ Legacy data migration report		

	<input type="checkbox"/> Data mining tools documentation FP&M SETA Data Warehouse Bidder must provide evidence/proof of the work previously done for development of Data Warehouse by means of reference letter with letterhead and contactable references letter must not be older than 3 years		
4. Design and Development of PM_ Module	<ul style="list-style-type: none"> • Automated process workflows • Audit trails for the workflows • Document management module • (Note: The FP&M SETA uses Microsoft Office 365 E3) Audit trails for document flows. Bidder must be able to provide evidence/proof of the work previously one to design and develop the PM Module by means of reference letter with letterhead and contactable references letter must not be older than 3 years		
5.Training of Users	<input type="checkbox"/> End-user manuals <input type="checkbox"/> Training manuals <input type="checkbox"/> Systems manuals <input type="checkbox"/> Systems documentation <input type="checkbox"/> Project documentation Bidder must be able to train users and provide letter of commitment for raining users		

Technical Requirement Evaluation – Phase 3 Bidder's information will be scored according to the following points system:

NO	CRITERIA	WEIGHT	EVALUATOR
1.Experience of the firm in undertaking a project to implement an Enterprise Resource Planning System.	<p>Proven experience and expertise in implementing an Enterprise Resource Planning System (supply proof of three (3) signed and contactable comprehensive reference letters narrating similar work done).</p> <p>The signature date should be less than Three (3) years old prior to the closing date of this request for proposal.</p> <p>The signature date should be less than Three (3) years old prior to the closing date of this request for proposal.</p>	20	
2.Certification/Agreement of the service provider	<p>Service provider should have certification to provide ERP solution</p> <p>Provide proof/evidence</p>	5	
3. Capacity and expertise to implement an Enterprise Resource Planning System Developer	<p>Capable human resources [five (5) or more CVs of suitably qualified team to be part of this project Permanently. CVs should include individual certification and experience of each team member in software development, data warehousing, business intelligence, system and business analyses, business intelligence project management and database administration.</p> <p>Note: Certificates to be in line with the proposed ERP and certified copies of the certificates must be provided. Scoring of this criterion shall be based on provided certificates.</p>	20	

4. Knowledge / skills transfer to the FP&M SETA IT staff and stakeholders	<p>Demonstrate how they will transfer skills during project implementation and post project implementation (provide a training plan).</p> <p>Describe the methodology to be used for training. (5)</p> <p>Demonstrate how they will transfer skills to the FP&M SETA IT Staff and stakeholders (Provide skills transfer plan) Describe the methodology to be used for Skills Transfer. (5)</p>	10	
5. Proposed Project Plan	<p>Includes tasks, timeframes, and resource allocation</p> <p>No Project Plan OR Incomplete plan</p>	<p>15</p> <p>0</p>	
6. Data Conversion and Migration Plan	<p>Bidder to describe their approach towards data extraction, scrubbing, pre-processing, conversion, coordination, definition of file layouts, and data import and validation from the current systems into the new Enterprise Resource Planning System</p> <p>Bidder must provide proof/evidence of previously work done for data conversion and migration plan by means of 2 letters with company's letterhead and contactable references.</p> <p>1 letter</p> <p>No letter</p>	<p>10</p> <p>5</p> <p>0</p>	
7. Presentation and Demonstration	<p>Presentation (PowerPoint) and Demonstration (test of dummy ERP system) of an ERP system developed for a company of similar size and mandate to the FP&M SETA presentation and demonstration must not exceed 45 minutes including, (Questions and answers Session) will be asked during the session</p> <p>No presentation and demonstration</p>	<p>20</p> <p>0</p>	
THRESHOLD		75	
TOTAL POINTS		100	

Note: All bidders should obtain a threshold of 75 points on functionality to be evaluated further on presentation.

Due Diligence – Shortlisted Bidder scored 75% will be requested/required to come and do live presentations & demonstrations of the required system.

BID EVALUATION COMMITTEE WILL RATE THE BIDDERS WHETHER THE BIDDER COMPLIES WITH THE ERPS SYSTEM REQUIRED

(Presentation and demonstration **must not exceed 60 minutes** including questions and answers Session

PRESENTATION COMPLY	PRESENTATION DOES NOT COMPLY

a. COSTING

Phase 3 Price and Specific Goals

Bidders who obtained a score **75 POINTS** and meet the Threshold on functionality will be evaluated in terms of Price and Specific Goals. Evaluation will be conducted on 80/20 preferential procurement principles.

80 Points will be allocated to price and 20 Points will be allocated to the specific goals.

Price and Specific Goals in terms of the Preferential Procurement Policy Framework Act Regulations will be allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black people ownership points will be awarded to a Tenderer who has 51% or more black		6		
Black woman ownership points will be awarded to a Tenderer who has 30% or more-woman ownership		5		
Black youth ownership points will be awarded to a Tenderer who has 30% “or” more black youth ownership		5		
Disability Ownership points will be awarded to a Tenderer who has 30% or more disability ownership		4		
Promotion of Local production and delivery by South Africans		0		
The goods supplied should be 100% manufactured or assembled in South Africa South Africa from 100% local materials and any services supplied should 100% utilising South African citizens		0		

1. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which FP&M SETA is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to the FP&M SETA together with its bid, duly signed by an authorized representative of the bidder

2. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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3. SERVICE LEVEL AGREEMENT

16.1. Upon award the FP&M SETA and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the FP&M SETA, in the format of the draft Service Level Indicators included in this tenderpack.

16.2. The FP&M SETA reserves the right to vary the proposed draft Service Level Indicators during negotiations with a bidder by amending or adding thereto.

16.3. Bidder(s) are requested to:

- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators.
- b. Explain each comment and/or amendment; and
- c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

16.4. The FP&M SETA reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the FP&M SETA or pose a risk to the organization.

4. SPECIAL CONDITIONS OF THIS BID

The FP&M SETA reserves the right:

- 17.1.** To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- 17.2.** To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 17.3.** To accept part of a tender rather than the whole tender.
- 17.4.** To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 17.5.** To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 17.6.** To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 17.7.** Award to multiple bidders based either on size or geographic considerations.

5. The FP&M SETA REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

18.1. Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care, and diligence, in the interests of the FP&M Seta
- b. Have and effectively employ the resources, procedures and appropriate technological systems for the proper performance of the services.
- c. Act with circumspection and treat the FP&M SETA fairly in a situation of conflicting interests.
- d. Comply with all applicable statutory or common law requirements applicable

- to the conduct of business.
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the FP&M SETA.
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing.
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of the FP&M SETA as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from the FP&M SETA will not be used or disclosed unless the written consent of the client has been obtained to do so.

6. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

19.1. The FP&M SETA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange), directors or members of senior management, whether in respect of FP&M SETA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the FP&M SETA's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other Inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

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

7. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

20.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the FP&M SETA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

20.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the FP&M SETA against the bidder notwithstanding the conclusion of the Service Level Agreement between the FP&M SETA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

8. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the FP&M SETA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

9. INDEMNITY

If a bidder break FP&M SETAs the conditions of this bid and, as a result of that breach, the FP&M SETA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights

or confidentiality obligations), then the bidder indemnifies and holds the FP&M SETA harmless from any and all such costs which the FP&M SETA may incur and for any damages or losses the FP&M SETA may suffer.

10. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

11. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The FP&M SETA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder's participation in this Bid process.

12. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The FP&M SETA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to The FP&M SETA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. FP&M SETA further reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

13. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The FP&M SETA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

14. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

15. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that The FP&M SETA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the FP&M SETA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub- contractors.

16. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the FP&M SETA's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the FP&M SETA remain proprietary to the FP&M SETA and must be promptly returned to the FP&M SETA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the FP&M SETA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

17. THE FP&M SETA PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any the FP&M SETA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

18. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (**RFP: JHB-FPMS-04-23-24**), the FP&M SETA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.