

MER/T01/2027

**THE CUSTOMISATION, CONFIGURATION,
IMPLEMENTATION AND SUPPORT OF THREE
ADDITIONAL MODULES WITHIN THE EXISTING
PLUMSOFT ERP SYSTEM**



Modules in scope: • Supply Chain Management (incl. Contract Management) • Fixed Asset Management • Human Resource Management (incl. Payroll Management)

**CLOSING DATE: 06 NOVEMBER 2026
11:00 AM**

Tender number: MER/T01/2027

October 2026

Issued by:

The Chief Executive Officer
Mpumalanga Economic Regulator
Private Bag X9908
White River
1240

Contact Person:

Reineth Mampane
Chief Financial Officer
Email: scm@mer.org.za
Tel 013 750 8000

Name of tenderer: _____

Total Bid price: _____

RFP NUMBER:	MER/T01/2027
DESCRIPTION:	The customisation, configuration, implementation and support of three additional modules within the existing Plumsoft ERP system
PUBLISH DATE:	12 October 2026
COMPULSORY BRIEFING	DATE: 19 October 2026 TIME 11:00 MER Building, First Avenue, White River, 1240, Mpumalanga Province, South Africa
VALIDITY PERIOD:	90 Days from the closing date
CLOSING DATE:	06 November 2026
CLOSING TIME:	11:00 AM
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	MER Building, First Avenue, White River, 1240, Mpumalanga Province, South Africa
ATTENTION:	Reineth Mampane (Chief Financial Officer)
NB: Bidders must ensure that they sign the register at the reception when delivering their bids	

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SECTION: 1

CONDITIONS AND UNDERTAKINGS BY TENDERER IN RESPECT OF THIS TENDER

1. CONDITIONS AND UNDERTAKINGS BY THE BIDDER

- 1.1 The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used. However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
- 1.1.1 Black ink should be used when completing Bid documents.
- 1.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. Mpumalanga Economic Regulator will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 1.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to Mpumalanga Economic Regulator on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 1.3 I/We agree that -
- 1.3.1 the offer herein shall remain binding upon me/us and open for acceptance by Mpumalanga Economic Regulator during the validity period indicated and calculated from the closing hour and date of the Bid;
- 1.3.2 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
- 1.4 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**
- 1.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our 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) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

1.6 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

.....

Signature(s) of Bidder or assignee(s)

Date

Name of signing person

Capacity

Are you duly authorized to sign this bid?

Name of Bidder [company name]

.....

Postal address (full street address of this place) (in block letters)

.....

Telephone Number: Cell Number

Email address

SECTION: 2

BID CONDITIONS

2. BID CONDITIONS

SUBMISSION OF TENDERS

- 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 tender document, the tender description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the tender box.
- No tender received by email, facsimile or similar medium will be considered.
- Where a tender document is not in the tender box at the time of the tender closing, such a tender document will be regarded as a late tender. Late tenders will not be considered.
- Amended tenders may be sent in an envelope marked “Amendment to tender” and should be placed in the tender box before the closing time.
- The tenderer is responsible for all the costs that they shall incur related to the preparation and submission of the tender document.
- A copy/s of any affiliations that you are affiliated to.
- Kindly note that the MER is entitled to amend any tender conditions, validity period, specifications, or extend the closing date of tenders before the closing date. All tenderers will be advised in writing of such amendments in good time using the same channels that were used to advertise the tender.
- The MER does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, or not to make an appointment.
- The tenderer hereby offers to render all or any of the services described in the attached documents to the MER on the terms and conditions and in accordance with the specifications stipulated in this Tender documents (and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein).
- Tenders 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 Tender.
- The tenderer shall prepare for a possible presentation should MER require such and the tenderer shall be notified thereof no later than 4 (four) days before the actual presentation date.
- The tenderer hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by the MER during the validity period indicated and calculated from 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.

- The tenderer furthermore confirm that he/she has satisfied himself/herself as to the correctness and 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.
- The tenderer hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.
- Failure to comply with any of the conditions as set out above will invalidate the tender.

.....
SIGNATURE OF BIDDER

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document and are required to explicitly state either "Accept" or "Not Accept" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

A "√" under "Accept" will be interpreted as full compliance/acceptance to the applicable paragraph. A "√" under "Not Accept" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does not accept the content of the applicable paragraph.

The following bid conditions will govern the contract between the Mpumalanga Economic Regulator and the successful bidder:

Requirement	ACCEPT	NOT ACCEPT
Bidders are invited to offer the Services in accordance with the attached terms of reference within this document.		
The successful Bidder/s will be contracted to provide the services for a period to be agreed after which MER reserves the right to review and extend the contract for further period/s at the MER's discretion.		
The fees will be negotiated subject to applicable legislation, SCM policy and National Treasury prescripts.		

Interpretation of requirements	ACCEPT	NOT ACCEPT
The Bidder/s shall accept MER's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and MER.		
Should any dispute arise as a result of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and MER, it shall be dealt with in terms of General Conditions of Contract of this document		
Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFP, the Bid conditions shall take preference.		

Documentation	ACCEPT	NOT ACCEPT
Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.		
Bidder's name and address should clearly appear on the outside of tender documents and on envelope.		

Selection	ACCEPT	NOT ACCEPT
MER reserves the right to evaluate and consider any Bids that do not comply strictly to this RFP.		
Acceptance of any Bids will only indicate, without any obligations on the part of either MER and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.		
MER reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.		
The Bidder/s selected for further negotiations, if any, will be on the basis of the greatest benefit to MER and not necessarily on the basis of lowest price, subject to applicable legislation, SCM policy and National Treasury prescripts.		
Should MER consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so required?		
Should MER consider it necessary, MER will visit the Bidder/s customer sites.		
MER reserves the right:		
to cancel this RFP at any time;		
not to accept any Bids;		
to accept one or more Bids for further negotiation and;		
to contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.		

Precedence	ACCEPT	NOT ACCEPT
All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.		
If there are any contradictory requirements between the specifications, and other specifications that have been quoted, the order of precedence, from highest to lowest is: • Statutory and mandatory requirements, • This bid document, • Contract Conditions.		

Alternative suppliers	ACCEPT	NOT ACCEPT
The Bidder accepts that the MER will have the right to contract with any other Service Provider for provision of services not covered by this specification.		

Service approval	ACCEPT	NOT ACCEPT
The Procuring of the Services shall not take place until MER has given final approval of all procedures.		

Evaluation Criteria	ACCEPT	NOT ACCEPT
MER will evaluate the bids against the following criteria: • Functionality; and • The 80\20 preference point system as prescribed in the Preferential Procurement Policy Framework Act., 2000 (PPFA) .		

Addenda	ACCEPT	NOT ACCEPT
In the event that modifications, clarifications or additions to the RFP become necessary, all Bidders will be notified, in writing, addenda to this RFP.		

Preparation Costs	ACCEPT	NOT ACCEPT
All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with RFP will become MER property.		

Confidential Material	ACCEPT	NOT ACCEPT
Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such.		
The Bidder accepts and expressly consent to the lawful processing of personal information in terms of the Protection of Personal Information Act, 2013 (“ POPIA”) and any personal information submitted as part of this bid shall be processed by the MER for the purpose of evaluating the bid, awarding and managing the contract, and for any other legitimate purpose directly related to such processes		

RESPONSE FORMAT

Tenderers shall submit their responses in accordance with the response format specified below (each schedule must be clearly marked):

Cover Page: (the cover page must clearly indicate the tender reference number, tender description and the tenderer's name)

Schedule 1: Executive Summary (clearly indicating the bidding structure and the responsibilities of each member of the bidding structure)

Schedule 2

Conditions of Bid and Contract: Section 1 - of this tender document (duly signed);

Certified copies of your CIPC company registration documents listing all members with percentages, in case of a CC. Or latest certified copies of all share certificates in case of a company;

Standard bidding documents (duly signed);

Submission of valid certified copy of B-BBEE certificate or sworn affidavit in the case of EME;

Note: If a Consortium, Joint Venture or Subcontractor, the documents listed above (2.5.4) must be submitted for each Consortium/ JV member or subcontractor.

Schedule 3: Response to Section 3 of this document

Schedule 4: Price Proposal

Schedule 5: Soft copies of the proposal (on a USB)

SECTION: 3

TERMS OF REFERENCE

1. Introduction and Background

The Mpumalanga Economic Regulator (MER) currently utilises Plumsoft as it's core Enterprise Resource Planning (ERP) system for financial management, as well as for supporting its core regulatory functions across the gambling and liquor industries, including licensing, compliance and audit. MER's existing Plumsoft licence includes the Supply Chain Management (SCM), Contract Management, Fixed Asset Management, Payroll Management and Human Resource Management (HR) modules. These modules form part of the licensed Plumsoft product suite but have not yet been fully configured, activated or brought into operational use.

This specification covers the configuration, customisation, implementation, data migration, integration, testing, training, and ongoing support and maintenance required to bring the three modules into full operational use within MER's existing Plumsoft environment.

The procurement is therefore not for the acquisition or implementation of a new or separate ERP, SCM, Contract Management, Fixed Asset or Human Resource system. The required solution must be configured and implemented entirely within, and as part of, MER's existing licensed Plumsoft ERP platform.

Bidders shall not propose a standalone or third-party SCM, Contract Management, Fixed Asset or HR system that operates independently of Plumsoft, or that requires MER to procure additional software licences, establish a parallel database, or implement separate hosting or infrastructure. The proposed solution must preserve and leverage MER's existing Plumsoft investment, architecture, data and functionality, including its existing financial and regulatory environment.

Where a bidder considers that a specific requirement in this specification cannot be met through the existing Plumsoft functionality, whether through standard configuration or reasonable customisation, the bidder shall explicitly identify the requirement in its tender response and provide:

- a) the specific requirement that cannot be met;
- b) the reason why it cannot be met within Plumsoft;
- c) the proposed alternative solution or approach;
- d) the extent to which the alternative meets the stated requirement;
- e) all additional software, licences, infrastructure or third-party dependencies, if any;
- f) the implementation and integration implications;
- g) the associated once-off and recurring costs;
- h) the impact on support, maintenance and future Plumsoft upgrades; and
- i) any material implementation, operational, security or compliance risks.

Accordingly, bidders must be **Plumsoft or an officially accredited Plumsoft implementation partner**, with demonstrable experience in configuring, implementing and supporting the SCM, Fixed Asset Management and Human Resource Management modules specified herein. Documentary proof of Plumsoft accreditation or authorised implementation-partner status shall be submitted as part of the tender response.

The successful bidder will be expected to work within MER's existing Plumsoft environment and to ensure that the implementation integrates seamlessly with the functionality and data already resident within the platform. The implementation must, to the maximum extent practicable, avoid duplicate data capture, parallel processes and unnecessary technology components, while maintaining the integrity, security, auditability and continuity of MER's existing ERP and regulatory operations.

2. Definitions and Abbreviations

Term	Meaning
API	Application Programming Interface
BBBEE	Broad-Based Black Economic Empowerment
COIDA	Compensation for Occupational Injuries and Diseases Act
CSD	Central Supplier Database (National Treasury)
ECTA	Electronic Communications and Transactions Act
EE / EEA2 / EEA4	Employment Equity / Employment Equity Act reporting forms 2 and 4
ERP	Enterprise Resource Planning
ESS	Employee Self-Service
GRAP	Generally Recognised Accounting Practice
KPI	Key Performance Indicator
MER	Mpumalanga Economic Regulator
MFA	Multi-Factor Authentication
OHS Act	Occupational Health and Safety Act
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Framework Act
POPIA	Protection of Personal Information Act

Term	Meaning
RFQ	Request for Quotation
SBD	Standard Bidding Document
SCM	Supply Chain Management
SLA	Service Level Agreement
UAT	User Acceptance Testing
WSP / ATR	Workplace Skills Plan / Annual Training Report

3. Objectives of the Project

The primary objective of this project is to configure, implement and operationalise the Supply Chain Management (SCM), Fixed Asset Management and Human Resource Management (HR) modules already included in MER's existing Plumsoft ERP licence, thereby extending the use of the existing platform to support integrated, efficient, compliant and auditable business processes.

The specific objectives of the project are to:

- a) Activate, customise, configure and implement the SCM, Fixed Asset Management and HR modules within MER's existing licensed Plumsoft environment.
- b) Digitise, standardise and automate MER's supply chain, procurement, contract management, fixed asset and human resource processes, including processes currently performed manually, through spreadsheets, legacy systems or on paper.
- c) Leverage existing data, functionality and financial information within Plumsoft, including the financial, general ledger and budget functionality, without unnecessary duplication of data, duplicate capturing or the creation of parallel systems.
- d) Enable efficient and auditable electronic supplier sourcing, quotation and tender management, including integration with the National Treasury Central Supplier Database (CSD), where required.
- e) Implement an integrated fixed asset management capability that supports the complete asset lifecycle and the requirements of the applicable GRAP, including asset acquisition, registration, depreciation, impairment, verification, transfers, maintenance, revaluation and disposal.
- f) Implement an integrated HR management capability that supports the complete employee lifecycle, from recruitment and onboarding through employment, development, performance management and employee administration to exit.
- g) Strengthen compliance, governance, transparency, accountability and auditability across SCM, Contract Management, Fixed Asset Management and HR processes through configurable workflows, approval controls, segregation of duties, electronic records and comprehensive audit trails.
- h) Provide management, operational, oversight and compliance reporting through dashboards, reports and analytics available within Plumsoft, enabling timely access to relevant and reliable information for decision-making and monitoring.

- i) Ensure that the three (3) modules operate as an integrated extension of MER's existing Plumsoft environment, without introducing unnecessary additional software licences, parallel databases, separate hosting infrastructure or standalone systems.
- j) Migrate relevant existing supplier, contract, asset and HR data into the configured Plumsoft modules, ensuring that migrated data is validated, reconciled, complete and fit for operational use prior to go-live.
- k) Provide appropriate training, documentation, user acceptance testing (UAT), post-implementation support and maintenance to enable MER to effectively utilise, administer and sustain the configured modules throughout the contract period.
- l) Ensure that the implemented solution is scalable, secure, maintainable and capable of supporting MER's operational requirements while preserving the integrity, security and continuity of its existing Plumsoft financial and regulatory environment.

4. General Scope of Work

The successful bidder shall, in respect of all three modules:

- a) Configure, customise and activate the relevant modules within MER's existing Plumsoft environment.
- b) Configure and customise workflows, approval hierarchies, and business rules to reflect MER's organisational structure and delegations of authority.
- c) Configure integration between the SCM, Fixed Asset, and HR modules and Plumsoft's existing financial, general ledger, and budget functionality.
- d) Configure integration with the identified external systems such as the National Treasury CSD.
- e) Configure MER's email (and, where required, MER's SMS) notification functionality.
- f) Develop dashboards and management reports within Plumsoft's embedded reporting tools.
- g) Migrate existing MER data (supplier, contract, asset, and HR records currently held in spreadsheets, legacy systems, or paper files) into the relevant Plumsoft module.
- h) Conduct system testing and support MER through user acceptance testing (UAT).
- i) Provide administrator and end-user training.
- j) Provide technical documentation, configuration records, and user manuals.
- k) Provide post-implementation support and maintenance for the duration of the contract period.

Bidders should note that hosting, underlying infrastructure, and core platform licensing are already provided for under MER's existing Plumsoft agreement. This project is limited to module configuration, customisation and activation, data migration, integration, training and support, and must not require the procurement of additional Plumsoft licences.

5. Roles and Responsibilities

MER shall:

- a) Provide access to the existing Plumsoft environment, including administrative access required for customisation and configuration.
- b) Provide existing data for migration (supplier records, contracts, asset registers, HR records) in a reasonably usable format.
- c) Provide subject-matter resources to participate in requirements confirmation, workshops, and UAT.
- d) Define and approve business rules, workflows, and delegations of authority to be configured.
- e) Approve UAT results prior to go-live.

The bidder shall:

- a) Configure, customise, test and implement the three modules within the existing Plumsoft environment.
- b) Migrate, validate, and reconcile data transferred into each module.
- c) Provide training, documentation and post-implementation support as set out in this specification.
- d) Identify and communicate, in writing, any requirement that cannot be met natively within Plumsoft, together with a proposed alternative.

6. Legislative and Compliance Framework

The configured modules must support MER's compliance with the following, as relevant to each module:

Supply Chain Management and Contract Management

- a) Public Finance Management Act (PFMA) and Treasury Regulations
- b) SCM Prescripts and Practice Notes
- c) MER legislation, policies and prescripts
- d) Preferential Procurement Regulations of 2022 (PPR 2022)
- e) Preferential Procurement Policy Framework Act (PPPFA)
- f) Broad-Based Black Economic Empowerment (BBBEE) requirements
- g) Protection of Personal Information Act (POPIA)
- h) Electronic Communications and Transactions Act (ECTA)
- i) Applicable audit and record management requirements

Fixed Asset Management

- a) the applicable GRAP requirements
- b) PFMA requirements
- c) National Treasury Asset Management Framework
- d) POPIA, in respect of user and access data

Human Resource Management

- a) Employment Equity Act, including EEA2 and EEA4 reporting
- b) Basic Conditions of Employment Act (BCEA)
- c) Labour Relations Act (LRA)
- d) Skills Development Act, including WSP and ATR reporting
- e) Compensation for Occupational Injuries and Diseases Act (COIDA)
- f) Occupational Health and Safety Act (OHS Act)
- g) Protection of Personal Information Act (POPIA)
- h) Income Tax Act
- i) Unemployment Insurance Act
- j) Skills Development Levies Act

7. Module 1: Supply Chain Management (SCM)

The SCM module must automate and streamline MER's supply chain processes from requisition initiation through supplier sourcing, quotation and tender management, evaluation, award, purchase orders, goods receipt and invoice processing — using data and functionality already resident in Plumsoft's financial system, without external integration to a separate finance platform.

7.1 Requisition Management

The module must allow users to:

- a) Create electronic purchase requisitions with a unique, system-generated requisition number.
- b) Capture item descriptions and select account codes and/or item codes, with the linked account description displayed automatically.
- c) Attach supporting documents and save requisitions as drafts.
- d) Submit requisitions electronically for approval, track requisition status, and withdraw requisitions.

The module must support:

- a) Budget validation against the relevant Plumsoft general ledger and budget data.
- b) Duplicate requisition detection and mandatory field validation.
- c) Electronic workflow routing, escalation management, and turnaround time monitoring.

7.2 Requisition Workflow

The requisition workflow shall be configurable and, at minimum, include the following steps:

- a) The user creates the requisition.
- b) The system validates mandatory fields.
- c) The requisition is routed to the delegated official, who may approve, reject, or return it for additional information.
- d) The requester updates the requisition where required and resubmits it.
- e) The approved requisition is routed to the Procurement Officer.
- f) The Procurement Officer initiates the supplier sourcing process.
- g) The procurement officer may approve, reject, or return it for additional information.

The module must maintain a full, time-stamped workflow history for every requisition.

7.3 Supplier Management

The module must maintain a supplier database that includes but not limited to CSD supplier information, supplier categories and commodity classifications, BBBEE information, tax compliance status, banking details, supplier documents, and supplier performance, rotation, and communication history.

The module must:

- a) Automatically create supplier records through CSD integration, validating supplier uniqueness using the CSD registration number and preventing duplicate records.
- b) Allow manual supplier creation for special cases, such as international suppliers not registered on the CSD.

7.4 Central Supplier Database (CSD) Integration

This is the existing external supplier-data integration required of the SCM module. The integration must:

- a) Search suppliers directly from the CSD by commodity, and retrieve supplier information, compliance status, BBBEE information, commodity codes, tax status, banking verification status, and contact details in real time.
- b) Automatically update supplier profiles and validate supplier eligibility.
- c) Initiate email correspondence with suppliers identified through the CSD.

Procurement officials must be able to search and filter suppliers by commodity, region, tax compliance, previous usage, rotation history, and compliance status, and select suppliers for quotation requests. The module must support audit reporting on the supplier selection process.

7.5 Request for Quotation (RFQ) Management

The module must:

- a) Generate RFQs electronically, with segregation of duties between the official preparing the RFQ and the official authorising its release.
- b) Allow procurement officers to select suppliers and send quotation requests by email, including a supplier-specific secure quotation link.
- c) Maintain quotation closing dates and validity periods, and track supplier responses while maintaining bid confidentiality until closing.
- d) Support electronic quotation submission, attachment uploads, SBD form completion, and mandatory field validation.
- e) Support quotation comparison, automated scoring, evaluation workflows, and validity period monitoring.

The supplier quotation portal must be web-based, secure, and accessible only through a supplier-specific invitation link. It must prevent unauthorised or late submissions, record submission timestamps, allow supporting document uploads, and generate a supplier acknowledgement receipt.

7.6 Open Tender and Advertisement Management

The module must support the full open tender process, including tender advertisement, publication to the MER website, tender document downloads, supplier registration for participation, clarification management, tender closing, submission recording, and a bid opening register.

The module must support the associated committee processes, including bid specification committees, tender briefings, tender openings, bid evaluation committees, bid adjudication committees, and compliance verification, in line with applicable procurement legislation, regulations and policies.

7.7 Quotation and Bid Evaluation and Award Management

The module must:

- a) Compare quotations or bids side-by-side, and support preferential procurement calculations, including price and specific-goals scoring.
- b) Generate evaluation and recommendation reports, maintain audit trails, and record committee decisions.
- c) Route awards for approval, and generate award and regret letters, recording the reasons for supplier selection.

The module must support configurable scoring models, mandatory compliance checks, conflict-of-interest declarations, and electronic committee approvals.

7.8 Purchase Order Management

The module must generate purchase orders from approved requisitions, support electronic approval, amendment, and cancellation of purchase orders, send purchase orders to suppliers electronically, track purchase order status, and record goods and services received. Purchase order data must be natively available within Plumsoft's financial ledger without a separate synchronisation step.

7.9 Goods Receipt and Service Confirmation

The module must record the receipt of goods and confirmation of services rendered, support partial receipts, returns, and electronic sign-off, allow delivery documentation to be attached, match receipts against purchase orders, and trigger the invoice processing workflow.

7.10 Invoice Processing

Because the SCM module operates within the same Plumsoft platform as MER's finance function, invoice processing must occur natively against shared purchase order, budget, and general ledger data — without a separate interface or synchronisation layer between systems. The module must support the following process:

- a) An approved purchase order is generated.
- b) Goods or services receipt is confirmed.
- c) The supplier invoice is captured.
- d) Three-way matching is performed between the purchase order, goods receipt, and invoice.
- e) The invoice is routed through an approval workflow.
- f) The invoice is released for payment within Plumsoft.
- g) Payment status is reflected against the originating requisition and purchase order.

The module must prevent duplicate invoice transactions and maintain a complete audit log of the invoice process.

7.11 Document Management

The module must provide electronic document storage, version control, indexing, and search functionality, with secure access, audit trails, retention management, archiving, and backup and recovery, for requisitions, quotations, purchase orders, contracts, invoices, delivery notes, SBD forms, committee minutes, evaluation reports, and approval documents.

7.12 Notifications and Communication

The module must provide configurable automated notifications such as email, WhatsApp and SMS where required, workflow and escalation alerts, supplier communication logs, and reminder and deadline notifications.

7.13 Reporting and Dashboards

The module must provide standard and ad hoc reporting, including requisition, procurement status, supplier, RFQ, purchase order, spend analysis, BBBEE compliance, turnaround time, exception, audit, user activity, invoice processing, and budget utilisation reports.

Dashboards must display real-time procurement status, pending approvals, turnaround times, spend analysis, supplier usage, compliance indicators, and workflow bottlenecks. All reports must be exportable to PDF, Excel, CSV, and Word.

7.14 Audit and Compliance

The module must maintain complete audit trails of all user actions, approval history, and document changes, supporting forensic investigation, compliance monitoring, and record retention requirements, and must prevent unauthorised changes. Audit logs must record the user ID, date and time, IP address, activity performed, and the previous and updated values.

7.15 Contract Management

As contracts arise directly from the procurement process, Contract Management must be configured as an integrated sub-module of SCM, drawing on the supplier, tender, and award data already captured, rather than as a separate system.

a) Registration Contract

The module must register all contracts awarded through the procurement process, generate a unique contract reference number, and capture the contract title, tender/RFQ reference number, supplier details, contract manager, business unit, contract value, commencement and expiry dates, duration, type, and status.

b) Electronic Contract Repository

The module must provide secure electronic storage, with full document audit history, for signed contracts, service level agreements, variations, addendums, insurance certificates, performance guarantees, tax compliance documents, CSD reports, BBBEE certificates, supporting correspondence and all other relevant documents.

c) Contract Lifecycle Management

The module must manage the complete contract lifecycle, including initiation, approval, execution, administration, performance monitoring, amendments and variations, renewals, close-out, and termination.

d) Automated Alerts and Notifications

The module must automatically and configurably notify relevant officials, by email and system notification, of contract commencement and expiry, renewal and performance review dates, insurance and performance guarantee expiry, SLA review dates, contract milestone due dates, contract value approaching the approved limit, outstanding deliverables, and supplier non-performance.

e) Service Level Performance Management

The module must allow users to define contract KPIs, record supplier performance evaluations, service delivery failures and corrective actions, track penalties, monitor contract compliance, and generate supplier performance reports.

f) Contract Variations

The module must support contract amendments, scope changes, extensions, and price adjustments, with variation approval workflows, a complete audit trail of all changes, and retention of previous contract versions.

g) Deliverables and Milestones

The module must allow users to create project milestones, assign due dates, monitor deliverables and completion status, upload supporting evidence, monitor delays, and generate progress reports.

h) Financial Monitoring

The module must record the approved contract value and approved variations, track cumulative expenditure and commitments against the contract balance, and prevent expenditure above the approved contract value unless specifically authorised — using budget and commitment data already resident in Plumsoft.

i) Compliance Monitoring

The module must monitor contract, supplier, legislative, SLA, BBBEE, and tax compliance, together with CSD status and insurance validity.

j) Workflow and Approvals

The module must support configurable workflows for contract approval, amendments, extensions, variations, and terminations, with electronic signatures and complete audit trails.

k) Contract Risk Management

The module must maintain a contract risk register, allowing risks to be logged, categorised (for example, by financial, performance, compliance, or supplier-continuity risk), rated, assigned an owner, and tracked to resolution, with escalation of unresolved high-rated risks.

l) Reporting and Dashboards

Dashboards must display active contracts, contracts expiring within a configurable period, contracts due for renewal, contracts by supplier and business unit, contract values and expenditure, supplier performance, outstanding milestones, expired contracts, approved variations, and compliance status. Reports must be exportable to PDF, Excel, CSV and Word.

m) Audit Trail

The module must maintain a complete audit trail of user activities, approvals, amendments, document uploads, contract and status changes, workflow history, and login history.

n) Integration

The Contract Management sub-module must draw directly on data already held in the SCM procurement module and Plumsoft's finance/general ledger functionality; no separate interface between these is required, as they operate within the same Plumsoft environment.

8. MODULE 2: FIXED ASSET MANAGEMENT

The Fixed Asset module must support the full asset lifecycle from acquisition to disposal, in compliance with the applicable GRAP, using data and functionality already resident within Plumsoft's financial and procurement modules rather than a separate asset system.

8.1 Scope of Work

The bidder shall provide, within the existing Plumsoft environment:

- a) Customisation and configuration of the Fixed Asset module, including a mobile asset verification capability with barcode/QR scanning.
- b) Data migration of MER's existing asset register.
- c) User training, documentation, and post-implementation support and maintenance.
- d) Reporting and dashboard configuration.

8.2 Asset Acquisition and Initial Recording

The module must allow the capturing of newly acquired assets manually, by bulk upload, or by direct import from the SCM module upon goods receipt, automatically assign a unique asset number and generate a barcode identifier, and support attachment of invoices, warranties, manuals, and images.

The module must capture, at minimum: asset number, description, category/class and type, serial number, barcode number, acquisition date and cost, supplier details (drawn from the SCM supplier database), custodian/user, department, physical location, useful life, residual value, depreciation method, condition assessment, and maintenance schedule.

8.3 Asset Number Allocation

The module must automatically generate unique asset numbers using a configurable numbering structure, prevent duplication, allow classification by asset category, location, department, and financial year, and maintain a historical audit trail of changes to asset numbering.

8.4 Asset Register Management

The module must maintain a centralised asset register, recording new assets, transfers, impairments, revaluations, maintenance, and disposals. Disposed assets must be automatically removed from active listings while being retained in historical records. The module must support grouping of assets into components or projects.

8.5 GRAP compliant Depreciation and Amortisation

The module must automatically calculate depreciation using the straight-line, diminishing balance, or units-of-production and usage method as configured per asset category, perform monthly and annual depreciation runs, support depreciation forecasting, and produce depreciation journals directly into Plumsoft's general ledger.

The module must support the applicable GRAP reviews required annually, namely useful life and residual value reviews, impairment assessments, revaluation processing, component accounting, and asset condition assessments. It must identify impaired assets, calculate and record impairment losses, and generate impairment reports.

8.6 Asset Verification and Barcode Scanning

The bidder must provide a mobile asset verification solution with barcode and QR scanning capability, supporting online and offline verification with automatic synchronisation once connectivity is restored. The mobile solution must support Android devices and, where applicable, rugged handheld scanners, and must record the date, time, and user of each verification, together with a photograph of the asset.

The verification process must identify verified, missing, unregistered, and duplicate assets; assets without barcodes; impaired or disposed assets recorded as still active; idle or unused assets; and assets that have moved location or changed custodian without an updated record.

The module must produce exception reports covering each of the categories above, and must display live verification progress and dashboard summaries during a verification cycle.

8.7 Asset Maintenance Management

The module must support scheduling of preventative maintenance, generate maintenance reminders, track maintenance history and costs, record repairs and servicing, and allow maintenance documentation to be attached to the relevant asset record.

8.8 Asset Transfers and Movements

The module must track inter-departmental transfers, location changes, and custodian changes, with a configurable transfer approval workflow and a complete movement history for each asset.

8.9 Disposal and Write-Off Management

The module must manage the disposal approval workflow and record the disposal method — sale, donation, scrapping, theft, loss, or write-off — calculate the profit or loss on disposal, automatically stop depreciation from the disposal date, retain historical disposal records, and generate disposal certificates and reports.

8.10 Reporting Requirements

The module must generate asset register, depreciation schedule, GRAP compliance, impairment, revaluation, verification, exception, maintenance, disposal, audit trail, and asset movement reports. Reports must be exportable to PDF Excel, CSV and word, be configurable, and support scheduled distribution.

9. MODULE 3: HUMAN RESOURCE MANAGEMENT

The HR module must integrate the full employee lifecycle, from onboarding to exit, within Plumsoft, drawing on a single employee master record rather than separate systems for each HR function.

9.1 Employee Onboarding and Personnel Records

The module must define the employee master data fields and document storage requirements, automatically configure an employee profile and digital personnel file upon appointment, define user access rights, and support migration and verification of existing employee records and historical data.

The module must support assignment of induction programmes and tracking of probation periods, capture employee acknowledgements, automate appointment capturing and employee number generation, and track employee movements, including appointments, transfers, promotions, acting appointments, terminations, and retirements.

9.2 Recruitment and Selection

The module must manage recruitment requisitions and Authority-to-Recruit approvals through a configurable workflow, maintain vacancy management records, and support identification of funded and unfunded positions.

The module must support publication of vacancies internally and externally, management of online applications and a candidate database, automated screening and shortlisting criteria, panel shortlisting and interview scheduling, assessment management and reference checks, offer letter and contract generation linked to job profiles, and probation tracking.

9.3 Workforce Planning, Organisational Design and Employment Equity

The module must capture the approved organisational structure, configure departments and reporting lines, and maintain a post establishment database. It must also support the actual workforce representation monitoring against approved EE targets and identify areas of under and over-representation for workforce analysis and staffing forecasts, capture demographic information in line with Economic Active Population, configure Employment Equity (EE) numerical goals, identify critical positions and monitor annual progress.

The system must generate and validate data required for statutory Employment Equity reporting, including EEA2 workforce profiles, EEA4 remuneration information for annual reporting, as required by the Department of Employment and Labour.

9.4 Leave Management and Employee Self-Service

The module must include the development of an Employee Self-Service (ESS) for leave application and approval, covering at minimum: annual leave, sick leave, family responsibility leave, parental/maternity leave, study leave, special leave, unpaid leave, and occupational injury leave.

The module must support configurable approval hierarchies routed to the relevant line manager, track leave balances and accruals, monitor leave liabilities, and generate quarterly leave reports and analytics.

9.5 Human Resource Performance Management

The module must support the development of individual online performance agreements, automatically generate the reporting line between subordinate and manager, and support goal setting, performance reviews, ratings, and personal development plans, together with competency management and tracking.

9.6 Training and Development (Skills Development)

The module must support employee skills profiling and skills gap identification, competency assessment and tracking, and training needs analysis at individual, departmental, and organisational level. It must generate the statutory skills reports — the Workplace Skills Plan (WSP) and Annual Training Report (ATR) — together with skills audit reports and skills gap analysis reports, and support training approvals.

9.7 Employee Wellness and Engagement

The module must support wellness programme planning and scheduling for Employee Assistance Programme (EAP) management monitoring. It must record statistics on wellness service usage, and support employee engagement and satisfaction surveys.

9.8 Compensation, Benefits and Long Service Recognition

The module must maintain employee salary records, manage salary structures, pay scales, notches and grades, and track salary progression history. It must maintain remuneration packages in line with the applicable Paterson grading, update occupational levels, and manage total cost-to-company information.

The module must provide benefits administration, including risk benefit applications such as funeral benefit changes, and must automatically generate reports identifying employees due for long service recognition, together with compensation administration and grade progression reports.

9.9 Payroll Management

The module must provide a comprehensive payroll and human capital management solution that automates and streamlines employee remuneration processes.

1. Payroll administration

The system shall provide an integrated, secure and compliant platform for managing payroll, employee records, claims and related financial processes. It shall support accurate payroll processing, statutory compliance, financial controls, auditability, reporting and integration with existing HR and financial management systems.

The system must improve operational efficiency, data accuracy, governance and management decision-making while ensuring the confidentiality and security of employee and payroll information.

2. Core Functional Requirements

The system shall provide functionality for:

- Employee master data management, including personal, employment, banking and payroll information.
- Payroll processing and salary calculations.
- Management of allowances, deductions, benefits and leave.
- Calculation and processing of statutory deductions and employer contributions.
- Tax and statutory compliance reporting.
- Automated generation and secure, confidential distribution of payslips.
- Payroll reconciliations, audit trails and exception reporting.
- Management, operational and regulatory reporting.
- Integration with HR and financial management systems.
- Secure integration with applicable banks for payroll and payment processing.
- Automated validation and matching of employee banking details between the payroll system and the bank, with minimal manual intervention.

3. Claims Management

The module must include an Employee Self-Service (ESS) for claims application and approval, covering all the claim cycle.

The module must support configurable approval hierarchies routed to the relevant approval levels.

4. Compliance, Controls and Audit

The system shall support compliance with applicable labour, tax and other statutory requirements.

It shall provide:

- Role-based access controls and segregation of duties.
- Secure access to confidential payroll and employee information.
- Configurable approval workflows.
- Automated validation and exception controls.
- Complete audit trails for payroll, employee data, claims and financial transactions.
- Payroll and claims reconciliation functionality.
- Retention of relevant transaction and approval records.
- Regulatory and management reporting to support governance and oversight.

5. Reporting Requirements

The system shall provide configurable reports covering, at a minimum:

- Payroll processing and reconciliation.
- Employee and payroll master data.
- Statutory deductions and contributions.
- Tax and regulatory submissions.
- Payslips and payroll summaries.
- Claims submitted, approved, rejected and paid.
- Claims outstanding at each workflow stage.
- Claim processing times and payment status.
- Exceptions and control failures.
- Audit activity and approval history.

Reports shall be available to authorised users and, where appropriate, exportable for further analysis and regulatory or management purposes.

9.10 Labour Relations and Employee Relations

The module must provide electronic disciplinary hearing and grievance forms, register and track employee and labour relations cases with a unique case reference number, maintain a complete case history with electronically stored supporting documents, track case timelines and deadlines with automatic escalation of overdue cases, and generate case and dispute reports.

9.11 Occupational Health and Safety

The module must maintain an incident register, support risk assessments, medical surveillance, and safety training records, and provide analysis and reporting on occupational health and safety compliance.

9.12 Talent Management and Succession Planning

Building on the workforce and critical-position data configured under Workforce Planning (Section 9.3), the module must support identification of talent and career pathing, generate succession plans for critical and senior positions, and — informed by performance data — track potential successors and generate leadership development reports.

9.13 Exit Management

The module must capture records of resignations, retirements, and transfers, provide online clearance and termination forms for the exiting employee and line manager to complete and approve, automate termination processing and administration, and generate quarterly and annual exit reports.

9.14 Declaration of Employees' Conflicts of Interest and Disclosure of Private Interests

The module must provide a secure, auditable and automated mechanism for employees to declare, disclose and periodically update any actual, potential or perceived conflicts of interest, including all other business interests, external employment, directorships, financial interests and other private interests that may conflict, or reasonably be perceived to conflict, with their official duties and responsibilities, with appropriate workflows for review, assessment, approval, monitoring and management of such disclosures.

9.15 Automated Legislative, Tax, Payroll and Labour Regulatory Updates

The HR module must provide an automated mechanism for monitoring, capturing, updating and communicating material changes in applicable legislation, tax and statutory requirements, payroll regulations, labour laws and directives, public holidays, employment conditions and other relevant regulatory requirements, with appropriate workflows to assess the impact of such changes, update affected HR and payroll processes, maintain an auditable record of changes, and notify relevant users within defined timeframes.

10. COMMON TECHNICAL REQUIREMENTS

The following requirements apply across all three modules and reflect that they are being configured within MER's existing Plumsoft platform rather than built as new systems.

10.1 Architecture

The three modules must operate on MER's existing Plumsoft technical architecture and hosting environment, without requiring a separate database, additional infrastructure, or a parallel technology stack. The configured modules must support MER's existing user base with modular activation, meaning each module can be configured and go live independently of the others, and must be accessible through modern browsers and, where Plumsoft natively supports it, mobile devices.

10.2 Integration

Because the three modules are configured within Plumsoft, no integration is required between these modules and MER's existing finance system, general ledger, or budgeting functionality, as these capabilities must be embedded within the Plumsoft environment. External integration will, however, be required with, but not limited to, the following:

- a) National Treasury Central Supplier Database (CSD), for the retrieval and verification of supplier information and related data;
- b) SARS and relevant labour-related systems, including applicable SARS and labour updates and information required for the effective operation of the respective modules;
- c) MER's website, for the publication of tenders and other procurement-related information, where applicable;
- d) MER's existing email, WhatsApp and SMS platforms, for automated notifications, alerts, correspondence and other stakeholder communications;
- e) Active Directory, for user authentication, access control and, where applicable, single sign-on; and
- f) Any other identified internal or external systems that are required to support the functionality, interoperability and effective operation of the three modules.

Any external integration must be API-based where possible, support secure data exchange, automated synchronisation, error handling and reconciliation, and must maintain an audit log while preventing duplicate transactions.

10.3 Security

The modules must operate within MER's existing Plumsoft security configuration and comply with POPIA. This includes encryption of data in transit and at rest, SSL/TLS, role-based access control, multi-factor authentication (MFA), intrusion monitoring, audit logging, backup and disaster recovery, vulnerability management, and secure password management. No separate authentication system or user directory may be introduced without MER's prior written approval.

The system should classify data, information, and documents by confidentiality levels and facilitate alignment with business processes to ensure compliance with the Protection of Personal Information Act 4 of 2013 (POPI Act) or any applicable laws or standards such as the following, but not limited to:

- Electronic Communications and Transactions Act (ECTA) (2002)
- Cybercrimes Act (2020)
- Minimum Information Security Standards (MISS) or
- Relevant ISO/SANS standards

10.4 System Performance

The modules must support MER's expected concurrent user base and transaction volumes, provide acceptable response times, support future scalability as usage grows, and support scheduled maintenance windows without disrupting core Plumsoft financial operations.

11. Data Migration Requirements

The bidder must migrate MER's existing supplier, contract, asset register, and HR records — currently held in spreadsheets, legacy systems, or paper files, as applicable — into the relevant Plumsoft module. The bidder must validate migrated data, identify and remove duplicates and inconsistencies in consultation with MER, preserve historical records, and provide a migration report confirming completeness and accuracy prior to go-live.

12. Training and Support

The bidder must provide administrator training, end-user training, and technical training, together with user manuals and system/configuration documentation. The bidder must provide helpdesk support and software updates and upgrades within the contracted modules at no additional cost during the contract period.

13. Service Levels, Support and Maintenance

The bidder must propose a Service Level Agreement (SLA) covering, at minimum, the severity levels below. Response and resolution times shown are indicative categories to be completed and agreed with MER prior to contract award.

Severity	Description	Target Response Time	Target Resolution Time
Critical	Module unavailable or a core process (e.g. payment processing, payroll-affecting HR data) is inoperable.	To be agreed	To be agreed
High	Major function impaired with no workaround, affecting multiple users.	To be agreed	To be agreed
Medium	Function impaired with a workaround available or affecting a single user.	To be agreed	To be agreed
Low	Cosmetic issue, query, or enhancement request.	To be agreed	To be agreed

The bidder must submit its proposed SLA response and resolution times, escalation procedure, and support hours as part of the bid.

The contractor will be required to furnish the MER with the following:

- (a) **Data Conversion and Migration:** The contractor must outline their general approach to data conversion, including how they plan to complete the conversion process. Additionally, they should propose a strategy for retaining legacy data. This approach should be structured into the following stages:

- Data Migration Strategy.
- Data Migration Approach.
- Data Migration Activities.
- Testing Approach.
- Data Migration Tool.

- (b) **Change management strategy:** The contractor must submit a comprehensive change management plan that covers training, paradigm shift, culture and new work processes in the context of the proposed system for the MER. The plan must provide a detailed training methodology and approach, including user training manuals and guides, and ensure that the transfer of knowledge to the MER occurs.
- (c) **Configuration management:** The contractor must provide hardware and software configuration documents to manage all versions of hardware and software for the proposed solution.
- (d) **Process mapping:** The contractor must provide detailed process mapping, including documentation and diagrams that depict the processes and workflows for the envisaged integrated IT solution. This process mapping should ensure a clear understanding of how each component interacts within the system, supporting seamless integration and efficient functionality.
- (e) **Custom development functional specifications document:** The contractor must provide comprehensive documentation on all customizations to be implemented. This documentation should include detailed descriptions, implementation plans, and the source code. Additionally, the contractor must clearly outline the ownership and licensing of any intellectual property developed during the project, ensuring that all rights to the customizations and source code are transferred to the MER upon completion.

(f) Project plan: The contractor must provide a detailed project plan that includes the Management and duration of the total project Solution delivery, customisation, configuration, installation and implementation.

- Deliverables related to the Solution must be structured in a phased approach.
- Ownership of the project related meetings that includes:
 - Weekly project status/Project progress meetings; and
 - Monthly project steering committee meetings.
- Monitoring risk management aspects and control projects delays.
- Management of scope changes.
- Ensuring synchronisation of all activities of the project.
- Cash flow requirements linked to budget
- Sign-off and User Acceptance testing.

(g) Support and maintenance: The contractor will be required to provide the MER with support and maintenance post implementation of the Solution.

(h) User guides and manual: The contractor will be required to provide comprehensive user manuals, infographics, and guides following the implementation of the solution.

(i) Project Timelines: The contractor is required to implement, thoroughly test, and deliver the solution within nine (9) months from the receipt of a purchase order issued by the MER.

14. Deliverables

The bidder shall provide:

- a) The SCM module (including Contract Management), Fixed Asset module, and HR module, fully configured within MER's existing Plumsoft environment.
- b) The mobile asset verification application with barcode/QR scanning capability.
- c) Mobile application where required for each of the modules
- d) Configured integration with the CSD, MER website, and MER email system.
- e) Migrated and validated supplier, contract, asset, and HR data.
- f) Administrator and end-user training.
- g) Technical documentation, configuration records, and user manuals.
- h) A signed-off User Acceptance Testing (UAT) report.
- i) SLA documentation.
- j) Post-implementation support and maintenance for the contract period.

15. TENDER EVALUATION FRAMEWORK

Purpose. This framework is intended to provide a fair, uniform, consistent, transparent and evidence-based method for evaluating all tender responses. The same evaluation criteria, weightings, definitions, evidence requirements and scoring methodology shall be applied consistently to all bidders.

15.1 Evaluation Stages

Stage 1 – Mandatory Requirements (Pass/Fail)

The evaluator shall first assess the mandatory technical requirements in Section 15.2. These requirements are fundamental to the intended solution architecture and scope. A bidder must satisfy the applicable mandatory requirements before its functionality score is considered, subject to MER's approved procurement methodology.

Stage 2 – Functional Requirements

Functional requirements

The evaluator shall assess the bidder's response against the detailed functional requirements in Sections 3 of this document. The functional evaluation tests the extent to which the proposed solution meets MER's required SCM, Contract Management, Fixed Asset Management, HR, technical, migration, training, UAT, SLA and support requirements.

Bidder Capability and Capacity

The evaluator shall assess the bidder's demonstrated capability and capacity to configure, implement, support and maintain the specified Plumsoft solution.

A bidder must achieve a minimum overall score of 70 % to meet the acceptable threshold (both functional requirements and bidder capability) to advance to the pricing and specific goal stage.

Stage 3 – Price and specific goals Evaluation

Only bidders that satisfy all mandatory requirements and achieve a minimum functionality score of 70% shall be considered for progression to the subsequent stage of the tender evaluation process.

Such subsequent evaluation shall include price and preference points, where applicable, and shall be conducted in accordance with the evaluation methodology specified in the tender document, MER's applicable SCM policies and procedures, and the relevant legislative and regulatory framework.

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

Points for this tender shall be awarded for:

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

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

The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included):

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

POINTS AWARDED FOR SPECIFIC GOALS

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by black people	3	
51% owned by black people who are women	5	
51% owned by black people who are youth	8	
51% owned by black people with disabilities	4	

15.2 Mandatory Technical Requirements – Pass/Fail

The following requirements shall be evaluated on a Pass/Fail basis. All the criteria (M1-M8) must be met to advance through to the functional scoring. The evaluator shall record the bidder's response, evidence reference and the reason for the result. Where a bidder fails a mandatory requirement, the bid shall be dealt with in accordance with MER's approved procurement methodology and applicable procurement rules.

Ref.	Mandatory requirement	Minimum test	Bidder evidence/reference	Pass / Fail Conditional Met
M1	Existing Plumsoft environment	The solution operates entirely within MER's existing licensed Plumsoft environment and does not require a standalone or parallel third-party system.		
M2	Additional core platform requirements	The specified scope does not require additional Plumsoft licences, a separate database, separate hosting infrastructure or a parallel technology stack.		
M3	Plumsoft accreditation	The bidder is Plumsoft or an officially accredited Plumsoft implementation partner and submits documentary proof of accreditation/authorised partner status.		
M4	Embedded financial integration	Embedded integration with MER's existing financial, general ledger and budget functionality is maintained where the specification requires Plumsoft-embedded functionality.		
M5	Required external integrations	The bidder supports the external integrations identified in the specification, including CSD, MER website, MER email/WhatsApp/SMS where required, Active Directory where applicable, and other systems expressly identified by MER during requirements confirmation.		
M6	Mobile asset verification	The required mobile fixed-asset verification capability supports barcode/QR scanning, online/offline verification and synchronisation as specified.		
M7	Data migration	Data migration, validation, reconciliation, duplicate/inconsistency management and migration reporting are included in the proposed solution.		
M8	Implementation and support obligations	Training, documentation, UAT support, SLA, helpdesk/support, updates/upgrades within the contracted modules, and post-implementation support and maintenance are included.		

15.3 Functional Requirements Evaluation – 70 Points

The functional evaluation shall assess the detailed requirements contained in Sections 7–13. The A–U functional areas below provide the approved weighting structure. Each detailed requirement within a functional area shall be assessed separately using the compliance scoring legend in Section 15.4.

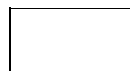
Bidders are requested to make page references in to support whether customisation is required or no customisation required. The proposal must clearly demonstrate how the system will be configured to fully comply, where customisation is required how the proposed solution will compensate for the deliverable.

The criteria listed below will be rated as follows:

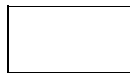
Values: 0=Poor 1=Below average, 2=Average, 3=Good, 4=Very Good, 5=Excellent

Ref.	Functional area	Weight	Detailed requirement(s) assessed	Bidder status	Page reference
				Full / Customisation / No	
A	SCM – Requisition Management & Workflow	3%	Requisitions; numbering; coding; attachments; approvals; budget validation; duplicate detection; workflow/escalation; audit trail.		
B	SCM – Supplier Management & CSD Integration	3%	Supplier master; CSD creation/search; compliance/BBBEE data; uniqueness; selection, rotation and audit reporting.		
C	SCM – RFQ / Quotation Management	3%	RFQs; segregation of duties; secure links; closing/validity; confidentiality; electronic submissions; comparison/scoring.		
D	SCM – Open Tender, Evaluation & Award	3%	Advertisement; registration; clarifications; closing/opening; committees; compliance; preferential scoring; approvals; award/regret letters; audit.		
E	SCM – PO, Goods Receipt & Invoice Processing	3%	PO lifecycle; approvals; receipt/service confirmation; partial receipt/returns; three-way matching; invoice workflow; payment status; duplicate prevention.		

Ref.	Functional area	Weight	Detailed requirement(s) assessed	Bidder status	Page reference
				Full / Customisation / No	
F	SCM – Documents, Notifications, Reporting & Audit	3%	Repository/versioning/search; notifications; dashboards; reports/exports; complete audit logging.		
G	Contract Management	3%	Registration; repository; lifecycle; alerts; KPIs/performance; variations; milestones; financial monitoring; compliance; risk; approvals; dashboards; audit; SCM/finance linkage.		
H	Fixed Asset – Acquisition & Asset Register	3%	Asset capture/import; unique numbers/barcodes; supplier linkage; attributes; central register; movements; components/projects; history.		
I	Fixed Asset – Depreciation, GRAP & Financial Integration	3%	Depreciation methods/runs/forecasting; GL journals; useful-life/residual reviews; impairment; revaluation; component accounting; GRAP 17 and GRAP 31 reporting.		
J	Fixed Asset – Mobile Verification & Barcode/QR	3%	Mobile verification; barcode/QR; online/offline operation; synchronisation; Android/rugged devices; photographs; exception reporting.		
K	Fixed Asset – Maintenance, Transfers, Disposal & Reporting	3%	Maintenance; transfers/history; disposal/write-off; profit/loss; depreciation cessation; certificates; reporting/scheduled distribution.		
L	HR – Employee Master, Onboarding & Personnel Records	3%	Employee master; digital personnel file; access; migration; induction/probation; acknowledgements; employee movements.		
M	HR – Recruitment & Selection	3%	Recruitment approvals; vacancies; funded/unfunded positions; publication; applications; screening; shortlisting; interviews; assessments; offers; probation.		
N	HR – Workforce Planning & Employment Equity	3%	Organisation structure; post establishment; workforce analysis/forecasts; EE targets/progress; EEA2/EEA4 reporting.		
O	HR – Leave Management & ESS	3%	ESS; leave types; approvals; balances/accruals; liabilities; reporting/analytics.		
P	HR – Performance Management	3%	Online agreements; reporting lines; goals; reviews; ratings; development plans; competency management.		
Q	HR – Skills Development & Training	3%	Skills profiles; gap analysis; competency tracking; training needs analysis; WSP/ATR; skills audits; approvals.		



Ref.	Functional area	Weight	Detailed requirement(s) assessed	Bidder status	Page reference
				Full / Customisation / No	
R	HR – Wellness, Benefits & Long-Service Recognition	3%	Wellness/EAP; campaigns; engagement surveys; salary structures; benefits; UIF/other specified administration; long-service reporting.		
S	HR – Labour Relations, OHS, Talent/Succession & Exit	3%	Disciplinary/grievance; OHS; talent/succession; exit/clearance; timelines; escalations; employee conflict-of-interest declarations and disclosure of private interests, including other business interests, external employment, directorships and financial interests; periodic declarations, review, assessment, approval, monitoring and management of disclosures; reporting and audit trail..		
T	HR - Payroll administration	3%	Employee master data management; payroll processing cycle; tax computation; cut-off dates. payroll reconciliation and reporting; automated monitoring, capturing, updating and communication of material legislative, tax, payroll and labour regulatory changes, including public holidays and employment conditions; impact assessment workflows; updating of affected HR/payroll processes; auditable change records and automated notifications within defined timeframes		
U	Common Technical Requirements	5%	Existing Plumsoft architecture; no separate database/infrastructure/licences; browser/mobile; embedded integrations; API/security/error handling; AD where applicable; POPIA/cybersecurity; performance/scalability.		
V	Migration, Training, Documentation, UAT, SLA & Support	5%	Migration/validation/reconciliation; training; manuals/configuration records; UAT; SLA; helpdesk; updates/upgrades; post-implementation support.		



Bidder Capability and Capacity Evaluation					
Ref.	Criterion	Weight	What is evaluated	Evidence expected	Page reference
B1	Plumsoft accreditation / partner status	8%	Plumsoft or officially accredited implementation partner; validity and relevance of accreditation.	Accreditation/partner certificate or official confirmation.	
B2	Track record – comparable Plumsoft implementations	6%	Successful implementation/configuration of relevant SCM, Contract Management, Fixed Asset and/or HR Plumsoft modules, preferably in comparable public-sector/regulatory environments.	Client references, completion certificates, project descriptions, dates, modules and scope.	
B3	Relevant project experience and outcomes	7%	Data migration, external integrations, workflow configuration, mobile asset verification, UAT, training and support, with evidence of successful outcomes.	Case studies, client references and completion evidence.	
B4	Proposed project team and resources	6%	Named project manager, functional/technical consultants, integration/data migration, QA/UAT, training and support resources; qualifications, experience and availability.	CVs, roles, allocation/availability and project organogram.	
B5	Local support and maintenance capability	3%	Locally available resources, helpdesk, escalation, support hours, SLA capability, updates/upgrades and continuity arrangements.	Local support structure, resource details, SLA proposal, escalation matrix and continuity plan.	

15.4 Functional Compliance Scoring Method

A bidder must first satisfy the mandatory Pass/Fail requirements and must then achieve at least 70% on the functionality evaluation to advance to the next stage.

16. BIDDER RESPONSE REQUIREMENTS

16.1 General

Bidders shall respond to every requirement in this specification in the same sequence and clearly distinguish between standard Plumsoft functionality/configuration, functionality requiring customisation, and functionality that cannot be provided as specified.

16.2 Evidence

All claims of compliance, accreditation, experience, capacity and capability must be supported by documentary evidence sufficient to enable MER to verify the response.

16.3 Deviations and Assumptions

All deviations, exclusions, assumptions, dependencies, third-party components and additional costs must be expressly identified. Ambiguous or unsupported statements shall not be treated as evidence of compliance.

16.4 Customisation

Where customisation is proposed, the bidder shall describe the solution, development effort, dependencies, testing requirements, support arrangements, upgrade implications, risks and all associated costs.

16.5 Implementation Approach

The bidder shall provide a project plan covering mobilisation, requirements confirmation, configuration/customisation, migration, integration, testing, UAT, training, documentation, go-live, stabilisation and post-implementation support.

16.6 Pricing

Pricing shall transparently identify configuration, customisation, migration, integration, training, support, maintenance and other costs required for the complete scope. Recurring and third-party costs must be separately identified.

16.7 Proposed SLA

The bidder shall submit its support model, service hours, escalation procedure and response and resolution times for each severity level specified in Section 13.

16.8 Internal Consistency

The bidder shall ensure that its technical response, pricing, project plan and supporting evidence are internally consistent and do not contain conflicting commitments.

17. SUBMISSION DETAILS

The submission of proposals should be forwarded to the MER's Office as follows

- Closing Date: 06 November 2026
- Closing Time :11H00
- The time and location for opening of the tender offers is
06 November2026 at 11H00 AM; MER Boardroom.
- The physical address for the submission of tender documents is:
Mpumalanga Economic Regulator, First Avenue, White River ,1240.
- Documents may be obtained from the MER's website and National Treasury's e-tender portal.
- Proposals must be enclosed in a sealed envelope.

Bid responses must be submitted as follows:

One (1) original hard copy, one (1) electronic copy in portable document format (PDF) of the Bid, shall be submitted on or before the date of closure of the Bid.

- It is the bidder's responsibility to ensure that the information on the electronic copy is the same as in the hard copy. To ensure that the electronic copy is not damaged, the bidder must submit a USB flash drive in a sealed padded envelope.
- Tenders may only be submitted on the tender documentation that is issued.
- Bidders must initial each page of the tender document.
- Emailed and late tenders will not be accepted.
- Failure to comply with these conditions will invalidate your offer.
- The MER does not bind itself to accept the lowest or any tender, and reserves the right to accept any tender or any part thereof, or not to make an appointment.
- Any queries regarding this matter can be directed in writing to the Chief Financial Officer, at scm@mer.org.za

18. MANDATORY ADMINISTRATION CRITERIA

Bids that do not contain the following documents will be disqualified and will not be evaluated further (i.e. documentation required):

- CSD registration summary report
- Certified copy of company registration/close corporation;
- Certified copies of Identity Documents of directors/members/partners;
- A copy of Joint Venture Agreement if applicable;
- Certified copy/Original B-BBEE Certificate or sworn affidavit in the case of EME;
- Proof of banking details;
- Completed and signed SBD (standard bidding document) forms:
 - SBD 1: Invitation to Bid
 - SBD 3.3: Pricing Schedule
 - SBD 4: Bidder's Disclosure
 - SBD 6.1: Preference Points Claim Form

Bidders must satisfy the mandatory administration criterion in order for them to be evaluated.

PART B

Standard Bidding Forms

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MPUMALANGA ECONOMIC REGULATOR					
BID NUMBER:	MER//T01/2027	CLOSING DATE:	06 NOVEMBER 2026	CLOSING TIME:	11h00
DESCRIPTION	THE CUSTOMISATION, CONFIGURATION, IMPLEMENTATION AND SUPPORT OF THREE ADDITIONAL MODULES WITHIN THE EXISTING PLUMSOFT ERP SYSTEM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MER BUILDING					
FIRST AVENUE					
WHITE RIVER					
1240					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Makhosazane Mthethwa		CONTACT PERSON	Cedrick Chiloane	
TELEPHONE NUMBER	013 750 8000		TELEPHONE NUMBER	013 750 8000	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	scm@mer.org.za		E-MAIL ADDRESS	scm@mer.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	R.....
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
PUBLIC ENTITY	MPUMALANGA ECONOMIC REGULATOR		
CONTACT PERSON	MAKHOSAZANE MTHETHWA		
TELEPHONE NUMBER	013 750 8000		
E-MAIL ADDRESS	scm@mer.org.za		

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, 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

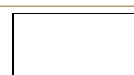
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY 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:



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 ...MER/T01/2027.....
Closing Time 11:00	Closing date..... 06/11/2026.....

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

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

- Required by:MER.....
- At:WHITERIVER.....
.....1240.....
- 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**

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution?
YES/NO
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

.....

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

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

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

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

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Designation
Name of bidder

.....
Name of bidder

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

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

- (c) Price; and
- (d) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by black people	3	
51% owned by black people who are women	5	
51% owned by black people who are youth	8	
51% owned by black people with disabilities	4	

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

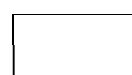
DATE:

ADDRESS:

.....

.....

.....



PART C

GENERAL CONDITION OF CONTRACT (GCC)

GOVERNMENT PROCUREMENT

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 clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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