



**MPUMALANGA
ECONOMIC REGULATOR**

*An Entity of the Department of Economic
Development and Tourism*

REQUEST FOR PROPOSALS (RFP)

PROVISION OF AN INTEGRATED IT SOLUTION FOR GAMBLING AND LIQUOR REGULATION

TENDER NO: MER/T01/2025 (RE- ADVERTISED)

Closing Date: 8 October 2024

Closing Time: 11:00 am

Compulsory Briefing Date: 18 September 2024

MER Building First Avenue White River 1240

Time: 10:00 am

Tender Number: MER/T01/2025 (Re-Advertised)

Tender Document: T01/2025

06 September 2024

Issued by:

The Chief Executive Officer
Mpumalanga Economic Regulator
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Name of Bidder: _____

Total Bid price: _____

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 2 OF 96
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

TABLE OF CONTENTS

SECTION 1 - TERMS OF REFERENCE	4
1. PURPOSE OF THE REQUEST FOR BID	5
2. BACKGROUND	5
3. OBJECTIVES	5
4. TECHNICAL INFORMATION	6
5. SCOPE OF WORK	8
6. PROPOSED SOLUTION CAPABILITIES	8
7. SOLUTION REQUIREMENTS	11
8. BID SUBMISSIONS	13
9. INSTRUCTIONS FOR SUBMITTING BID	15
10. BID CONDITIONS.....	15
11. CONTRACT CONDITIONS	16
12. PROJECT TIMELINES	17
13. BID EVALUATION CRITERIA.....	18
SECTION 2 - EVALUATION METHODOLOGY.....	19
A. TECHNICAL (ICT REQUIREMENTS) EVALUATION CRITERIA	20
B. TECHNICAL (ICT REQUIREMENTS) EVALUATION FORM	27
C. CAPABILITIES REQUIREMENTS EVALUATION CRITERIA	28
D. CAPABILITIES REQUIREMENTS EVALUATION FORM.....	38
E. FUNCTIONAL REQUIREMENTS EVALUATION CRITERIA.....	39
F. FUNCTIONAL REQUIREMENTS EVALUATION FORM.....	62
G. BIDDER EVALUATION CRITERIA	64
H. BIDDER REQUIRMENTS EVALUATION FORM.....	69
SECTION 3 -STANDARD BIDDING DOCUMENTS.....	71
1. STANDARD BIDDING DOCUMENTS	72
2. TIMELINE OF THE BID PROCESS.....	72
3. PRICING EXAMPLE	73
4. SBD 1 – PART A INVITATION TO BID.....	75
5. SBD 1– PART B TERMS AND CONDITIONS FOR BIDDING.....	77
6. SBD 3.3 PRICING SCHEDULE (Professional Services)	78
7. SBD 4 BIDDER’S DISCLOSURE	81
8. SBD 6.1 REFERENCE POINTS CLAIM FORM.....	86
9. SECTION 4 - CONDITIONS OFCONTRACT	90

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 3 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

SECTION 1 - TERMS OF REFERENCE

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 4 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

1. PURPOSE OF THE REQUEST FOR BID

The purpose of this document is to specify the requirements and request a proposal for the development, supply, install and configure (and where applicable, customise) an Integrated IT Solution, which must meet the business requirements of the MER as outlined in the Solution Capabilities (Paragraph 6) and Solution Requirements (Paragraph 7) below. The proposal should also include a 1 (one) year support and maintenance contract.

2. BACKGROUND

- (a) The Mpumalanga Economic Regulator (“MER”) is established in terms of section 2 of the Mpumalanga Economic Regulator Act, 2017 (Act No. 2 of 2017), to regulate the gambling and liquor industries in Mpumalanga.
- (b) The MER’s mission is to ensure the integrity of the gambling and liquor industries through efficient regulation within the Mpumalanga Province of South Africa.
- (c) The MER currently operates multiple systems that support the organisation in the core regulatory services area. In addition, several processes are still executed manually.
- (d) In order to streamline its processes, the MER intends to implement a solution that will automate and integrate all its regulatory and supervisory functions based on the requirements documented in this bid document.

3. OBJECTIVES

The broad objectives of this bid include:

- (a) To provide prospective service providers with adequate information to understand and respond to the MER’s requirements for the supply, installation, and configuration of an Integrated IT Solution, which must be customisable and meet the business requirements of the MER including support and maintenance for a period of 1 (one) year after the implementation of the solution.
- (b) To ensure uniformity in the responses received from each prospective service provider.
- (c) To provide a structured framework for the evaluation of proposals.

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 5 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

4. TECHNICAL INFORMATION

The MER's current environment consists of the following components, which should be taken into consideration when developing a strategy roadmap for the envisaged Integrated IT solution, which may include upgrading or replacing any of current systems:

- (a) **MEROnline System:** Accessible on the portal address www.meronline.org.za. The server is hosted on a secure public cloud platform, with relevant web security features enabled and consists of a Linux operating system, running on PHP Laravel framework and a MySQL database.

The main functionality of the MEROnline is to enable interested stakeholders, such as law enforcement agencies, gambling and liquor manufacturers, liquor distributors, licensees, consultants and members of the public to:

- view the Provincial Liquor Register of all persons and entities licensed in terms of the Mpumalanga Liquor Licensing Act, 2006.
- view the Register of all gambling related licences issued in terms of the Mpumalanga Gambling Act, 1995.
- search for any licence issued by the MER, by name, licence number or geographical area.

- (b) **Gambling Compliance system:** a module of the MEROnline, facilitating gambling machine distribution, machine registration, machine configuration, and licensees' daily reporting.

- (c) **Licence Renewal system:** a module of the MEROnline, providing for liquor licence renewals and liquor manager registration processes.

- (d) **Licence Verification System:** is an internally developed tool designed to allow stakeholders to verify the authenticity of license certificates. Hosted on a MYSQL Database, it utilizes a Reverse Billing Short Code SMS service for verifications via SMS, leveraging the Vodacom messaging API for seamless integration and communication.

- (e) **Microsoft Office 365 SharePoint:** serves as the primary document management system for the MER, for organising documentation and serving as a centralised repository for capturing, storing, and retrieving all MER content. However, there are areas for improvement, including labelling, version control, security, and records management, which require attention to enhance system effectiveness.

- (f) **TeamMate:** an audit software tool that allows teams to work together on projects, tasks, and documents in a shared workspace. Key features of Teammate include task management, project planning, document sharing, team communication, and real-time collaboration. It provides a central hub for teams to organize their work, assign responsibilities, track progress, and stay aligned on project goals and deadlines. The system is hosted on a Microsoft Windows 2016, running a Microsoft 2016 SQL database.

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 6 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

- (g) **IBoardpapers:** a secure web-based meetings platform designed specifically for boards of directors, executive committees, and leadership teams to manage their activities and documents. Key features include secure document storage and sharing, meeting management, surveys, annotation and reporting dashboards. It allows board members and executives to access confidential materials, collaborate on agenda items, and participate in meetings remotely from any device.
- (h) **SAGE Pastel Evolution:** serves as the financial system of the MER and provides system functionalities such as budgets, cashbook, claims, advances, accounts payable/receivable, general ledger and fixed assets etc. It is hosted on a Microsoft Windows 2016 Server, running a Microsoft 2016 SQL database.
- (i) **SAGE People:** a human resource management software solution designed to help organizations manage their human resources processes, including employee data, payroll, benefits, time and attendance, performance management, and more. It is hosted on a Microsoft Windows 2016 Server running a Microsoft 2016 SQL database. It must be noted that Claim and Reimbursements are currently done on Excel.
- (j) **PowerApps and Power Automate applications:** hosted on the Microsoft Office365 PowerApps platform with a premium database connector to an SQL database hosted on the Azure cloud platform. The following Apps have been deployed, are and accessible to MER users via internet browsers or downloadable Apps:
- Compliance App: developed on Microsoft PowerApps to automating liquor inspection processes.
 - Round Robin Decision App: developed on Microsoft PowerApps automating the review and approval of management decisions via round robin.
- (k) **Microsoft Office 365 (E5):** used for productivity features and applications such as Office 365 suite, including Word, Excel, PowerPoint, Outlook, Teams, OneDrive, and SharePoint. Email processing takes place through Microsoft Office 365 and Mimecast online services.
- (l) **Vodacom Messaging & Twilio (SMS):** Vodacom Bulk Messaging enables the MER to send bulk SMS messages to customers or employees, whilst Twilio, is a cloud communications platform that provides APIs for building SMS, voice, and other messaging capabilities into applications.

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 7 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

5. SCOPE OF WORK

The service provider is required to:

- (a) Supply, install, configure and (where applicable) customise the Solution to meet the MER's business requirements. The Solution provided must be fully functional (after testing) for at least 80 internal users and each licence category of the estimated 8000 external users who are mainly licensees and be scalable to support a growing user base in the future. The solution must also support the core business processes outlined in the Solution Requirements (Paragraph 7) below.
- (b) provide maintenance and support for a period of one (1) year after the implementation of the Solution and provided with an option to renew the maintenance and support contract. It is the discretion of MER to elect to renew the maintenance and support contract.
- (c) Training to all users and administrators must be facilitated at the premises of the MER at the MER Building, First Avenue White River. The training to be provided will be for 80 users.

6. PROPOSED SOLUTION CAPABILITIES

Based on the analysis of the scope and systems requirements as per the above sections, the following technical solutions will facilitate to leverage and enhance the MER's ability to deliver services:

- (a) **Unified Web Portal** that provides users with a console for working with content from multiple content servers and enable users to create custom views of the content by creating team-spaces, which provide a focused view of the relevant documents, folders, and searches that a team needs to complete their tasks.
- (b) **A Capturing solution** that enables the organization to streamline the capture, recognition, and classification of business documents and to quickly and accurately extract important information from those documents for use by business users and in applications. Ideally the technology supports multichannel capture by processing paper documents on scanners, mobile devices and multifunction peripherals (MFPs). In addition, it also supports digital files such as PDF, Microsoft™ Office files, and image format files that are created by users, as output from applications, or that are emailed to the MER.
- (c) **A Case/Workflow Management System** that will provide case workers with a graphical user interface to easily manage cases and will enable case workers to update and complete work and task items associated with cases.

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 8 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

Case Management unifies information, processes, and people by providing you with the following key functionality:

- an active-content infrastructure that manages the persisted case object model and enables content-based events for case activities. For example, the addition of a document or a field change triggers a case task.
- Content Management integration that includes complete document lifecycle capabilities including versioning, security, and records management.

(d) Automating business decisions Business decisions are everywhere in the MER and they have to be updated frequently to comply with new regulations. Business decision management is fundamentally concerned with the application of the knowledge and operational intelligence of the organisation. Executing, and more importantly managing the full lifecycle of these business decisions requires a combination of data, rules, consistency, transparency and human oversight.

Examples of functionality that can be provided through automated business decisions are:

- Define and execute automation at specific decision points in process.
- Automated analysis on data to improve decisions,
- Reduce decision-making time,
- By removing decision logic from applications, decisions become centralized and much easier to change. It allows for consistency and transparency.
- Allow decisions to be routed to relevant governance structures for decision making.

(e) Self-Service Channel Integration that will enable the ability to connect all customer channels to receive incoming content no matter what the mode or form factor and respond back in context using the same mode or form factor. All this in a way that is consistent and clear to the customer.

This includes visiting the offices of the MER, sending an email, scanning and sending a document, calling the call-centre or using a web-portal or Mobile App.

Examples of functionality that can be provided through a portal are:

- Pay fees online,
- View and download a copy of their current licence(s),
- Make online applications,
- Manage and maintain gaming equipment register,
- Submit reports and documentation,
- Track progress on any customer query or case,
- Correspondence between the MER and customer/licensee,
- Map views of the licensee / applicant premises and relevant surroundings for example schools, places of worship on a map.

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 9 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

- (f) **Mobile Solution** beyond making the web portal responsive to enable mobile use, a mobile solution which will allow MER staff additional functionality for example uploading photos during inspections, downloading of licensee information, kick-off a new workflow etc.
- (g) **Central Database:** The essence of this system is database. A new, central database should ideally be created containing all licensee information which will form the backbone of an information management system. The solution must be compatible with Microsoft Windows, use a Relational Database Management System and be accessible on mobile device platforms. Access to live data must be limited, and preferably viewed via view tables with aggregated data via the web portal.
- (h) **Business Intelligence reporting:** A business intelligence solution to assist with report and dashboard generation – eliminating the need for manual creation of reports and more real time dashboard availability.
- (i) **Datawarehouse:** To facilitate data-driven regulatory oversight, compliance monitoring, and evidence-based decision-making in both the gambling and liquor industries to manage and analyse vast amounts of data relevant to these industries. This will also provide business intelligence, inform policy decisions and problem gambling prevention (player accounts, transactions, as well as game-related information).
- (j) **Artificial Intelligence (AI) and Machine Learning (ML):** while still evolving, the application of AI/ML holds promise for enhancing regulatory oversight, improving compliance, increasing operational efficiency, and facilitating data-driven decision-making in both industries.

Incorporating AI/ML applications into the gambling and liquor regulatory environment can enhance the MER's capabilities in areas such as fraud detection, responsible gambling monitoring, compliance auditing, risk assessment, and predictive analytics. This data-driven approach can lead to more efficient, effective, and proactive regulatory oversight, ultimately protecting consumers and maintaining the integrity of the regulated industries.

- (k) **Integrating internal systems and external partner systems:** To create an integrated system, it must include the options to securely integrate through web services, API's or other appropriate tools relating to online payment gateways and other third-party service providers or stakeholders. The internal systems currently in use are outlined under Technical Information (Paragraph 4) above.

The third-party service providers or stakeholders may include, but not limited to the following:

- Municipalities (zoning and business licences),
- SAPS (police clearances),
- Department of Home Affairs (population register verification),
- SARS (tax clearances),
- CIPC (company registration and ownership details),

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 10 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

- Banks,
- Suppliers – e.g., SAB, Distell, Makro (customer accounts etc.),
- Any future stakeholders as required.

7. SOLUTION REQUIREMENTS

The MER requires a solution that must include the following high-level key regulatory functional areas, which are detailed in Section 2C – Functional Requirements Evaluation Criteria, below.

These processes are primarily mandated by legislation and/or standards, which may undergo periodic revisions, necessitating an agile development framework.

Applications and Licence process includes:

- Request for a customer reference number:** This step involves assigning a new customer reference number to a prospective licensee for purposes of making payments to the MER and issue invoices.
- Licence Applications:** This process applies to both Gambling and Liquor industries and involves the submission and processing of applications for new, transfer or removal of licences. It includes gathering all required documentation, conducting thorough reviews, and ultimately issuing approvals;
- Licence Renewal:** This process entails renewing existing licenses before their expiration dates to ensure continuous compliance with regulations and uninterrupted business operations;
- Amendment to Licences:** This process entails licence amendments such as cancellations, suspensions, name changes, trade name changes, changes to town/street names, structural alterations and/or licence conditions.
- Consent for Procurement of Interest:** This process applies to any person who obtains shareholding or ownership interest in a business, as well as to a person obtaining any other interest that would allow for any control over the activities of the business;
- Application for Certificate of Suitability:** This process applies to service providers of licence holders that need to be registered as such, if required to do so by the MER;
- Invoicing:** This process involves generating invoices for various fees such as application fees, investigation fees, licence fees and licence renewal fees. The goal is to ensure timely and accurate billing to stakeholders.

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 11 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

Processing of applications for Natural Persons, includes:

- h) New Employee Registrations:** This process involves appointing a manager, granting them rights to manage and be responsible for the liquor retail or micro-manufacturing business to which the licence relates, as well as licenses for new employees who require authorisation to perform specific duties within the gambling industry;
- i) Employee Licence Renewal:** Similar to license renewal for businesses, this process involves renewing licences for certain categories of employees to continue their authorised activities;
- j) Amendments to Employees :** This process entails employee amendments such as name or surname changes, promotions, resignations, suspension, death or incapacity and change of employer.

Processing of Gambling Equipment, includes:

- k) New Gambling Equipment Application:** This process encompasses the application and approval process for acquiring new gambling equipment or software, with a focus on ensuring compliance with regulatory standards. The overarching goal is to maintain a provincial register containing comprehensive information about all equipment and software utilised within the province.
- l) Equipment Distributions:** This process deals with the approval process for the movement of gambling equipment into the province, through the province, and out of the province.
- m) Conversions, Installation, and Moves:** This process deals with the approval process for the modifications to gaming software and hardware in accordance with the licensee's approved gaming platform

Risk Management process, includes:

- n) Risk Monitoring:** The process deals with the ability to identify, assess, and mitigate risks and/or non-compliances. Continuous monitoring of these risks will ensure the continued suitability of licensees and integrity of the regulated industries;
- o) Casino Daily Reporting:** Similar to submissions, but this process deals with daily reporting of casino activities, such as surveillance, incidents, jackpot transactions and other compliance-related data;
- p) Investigations:** This process entails conducting investigations on any matter effecting the continued suitability of a licence holder to remain licenced. Such investigations may include owners, other companies in the group, strategic stakeholders, funders, suppliers and other related third parties.

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 12 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

Also, media, social media and other regulatory findings and judgements against a licence holder and identify risk areas can trigger an investigation.

Any adverse findings may result into cautions, warnings, fines, suspensions or other disciplinary steps taken against the licence holder.

- q) **Complaints and Disputes:** This process deals with the management of complaints and disputes, encompassing their investigation, resolution, and thorough documentation of outcomes;
- r) **Compliance Inspections:** This process entails steps followed when conducting both scheduled and risk-based inspections of facilities and equipment to verify adherence to relevant legislation and standards;
- s) **Compliance Audit:** This process entails conducting risk-based audits to verify and ensure that licensees adhere to regulatory mandates, internal policies, and industry standards; and
- t) **Levies Declarations, Verification and Processing:** This process ensures that gambling levies and penalties are accurately verified, collected, and processed in accordance with regulatory requirements, thereby supporting effective oversight of the gambling industry.
- u) **Correspondence:** The process deals tracking all communication, submissions and dispensations that may cover prescribed legislation or required licence conditions between the MER and stakeholders, focusing on licensees. This effort will cover multiple channels to ensure high-level service delivery and formalize information exchange for maintaining professional relationships with clients.

8. BID SUBMISSIONS

Bids must be properly received and deposited in the below mentioned tender box on or before the closing date and before the closing time at the MER Office situated at:

**MER Building
First Avenue, White River Mpumalanga South Africa**

Bid documents will only be considered if received by the Tender Office before the Closing Date and Time.

Late tenders will not be accepted and will be recorded as late submissions.

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,

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 13 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

the bidder must submit a USB flash drive in a sealed padded envelop and it must be attached to the hard copy and be clearly marked.

- In cases where an electronic copy is not readable, MER reserves the right to request a backup copy of the electronic copy, subject to being identical to the original paper copy.
- The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.
- Bids must be submitted in a prescribed response format herewith reflected as Response Format as **per paragraph 9** below and be sealed in an envelope/box.
- All bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date and stipulated time.
- Bids received after the time stipulated shall not be considered.
- No proposal shall be accepted by MER if submitted in any manner other than as prescribed above.
- Bidder compliance with mandatory requirements are essential. Failure to comply with such requirements will lead to the disqualification of a Bidder.
- All bids and supporting documentation must be submitted in English.
- All costs incurred during the preparation and compilation of a bidder's proposal, as well as the delivery of a bidder's tender documents to MER will be borne exclusively by the bidder.
- Price(s) quoted must be firm and must be inclusive of VAT and all other relevant costs such as licence & registration fee and delivery costs where applicable.
- Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.
- The successful bidder will be required to furnish a bank guarantee of 10 % of total bid amount.
- The successful service provider will be the one with the highest points scored and must be registered on the Central Supplier Database (www.csd.gov.za) and be tax compliant.
- Bids must be valid for a minimum period of 90 days from the closing date of the tender.

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 14 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

9. INSTRUCTIONS FOR SUBMITTING BID

This paragraph details the instructions to Bidders for preparing a bid response to this RFP. These instructions are meant to guide bidder(s) to ensure that the information contained in the bidder's tender is correct, complete and well structured. All bids must comply with the requirements and instructions as set out in the RFP.

Bidders must ensure that information and documentation supplied can be easily understood and thus, evaluated in a fair and consistent manner.

Should a bid be received that is not in the correct format, MER reserves the right to reject the entire bid or portions of the bid depending on the extent of the deviation from the format described in this document. Information that has not been requested must not be submitted in the bidder(s) response.

TENDER RESPONSE FORMAT:

FILE 1: STANDARD BIDDING DOCUMENTS

All relevant documents as per Section 3 - Standard Bidding Documents (page 75-95).

FILE 2: TECHNICAL RESPONSE FILE

All relevant technical responses and supporting documents related to Section 2 – Evaluation Methodology from page 19 below.

- (A) Technical (ICT Requirements) Evaluation
- (B) Capabilities Requirements Evaluation
- (C) Functional Requirements Evaluation
- (D) Bidder Evaluation
- (E) Pricing Proposal (Table-8.1 to 8.3)

The pricing proposal should be clearly structured and detailed, covering all aspects related to the delivery of the project.

Detailed cost breakdowns for software licensing, development, integration, training and implementation will be required. A pricing example is provided under Section 3 - Standard Bidding Documents (Table-8.1 to 8.3)

All relevant documents related to the System Architecture, Security and Control Specifications and Infrastructure requirements as per the Bid conditions must be included.

10. BID CONDITIONS

The bidders must comply with the following conditions for this RFP:

- (a) The contractor must demonstrate a proven track record of successfully delivering similar IT solutions within the regulatory environment, or alternatively, experience with medium to large-scale IT implementations.

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 15 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

- (b) The proposed solution must support the English language (United Kingdom or South African English).
- (c) The solution must encompass the key high-level functional areas and capabilities detailed in paragraphs 6 and 7 above.
- (d) Mobility, the solution must have mobile device compatibility and the contractor must clearly define all mobile platforms available and proposed for this type of solution.
- (e) System Architecture, the contractor must provide high level details with supporting documentation on how the system will be designed and deployed to meet the set requirements specified in this bid.
- (f) Security and Control Specifications, the contractor must provide documentation on security controls and recommend effective internal controls in protecting the integrity of MER's operational and financial information.
- (g) Infrastructure requirements, the contractor must provide hardware requirements. Furthermore, the contractor is required to provide detailed hardware configuration requirements of the server environment required for hosting the proposed solution in the MER's own secure hosting environment.

11. CONTRACT CONDITIONS

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.

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 16 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

- (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.

12. PROJECT TIMELINES

The contractor is required to implement, thoroughly test, and deliver the solution within twenty-four (24) months and maintenance support for one (1) year from the receipt of a purchase order issued by the MER.

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 17 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

13. BID EVALUATION CRITERIA

The proposals will be evaluated as follows.

- (a) Evaluation Stage One: Compliance administrative requirements stated in the Standard Bidding Documents and the mandatory requirements as listed in Section 3 below. At this evaluation stage, bidders who failed to submit the required information and documentation will be disqualified.
- (b) Evaluation Stage Two: Technical (ICT requirements) evaluation. Bidders are expected to obtain 100 out of 100 points to proceed to the next stage of evaluation. Failure to obtain the prescribed 100 % will disqualify the bid offer from proceeding to the next evaluation stage.
- (c) Evaluation Stage Three: Capabilities requirements evaluation. In this evaluation stage, bidders are expected to obtain a minimum of 80 out of 100 points to proceed to the next evaluation stage of the evaluation. Failure to obtain the prescribed 80% will disqualify the bid offer from proceeding to the next evaluation stage.
- (d) Evaluation Stage Four: Functional Requirements evaluation. In this evaluation stage, bidders are expected to obtain a minimum of 120 out of 150 points to proceed to the next evaluation stage of the evaluation. Failure to obtain the prescribed 80% will disqualify the bid offer from proceeding to the next evaluation stage.
- (e) Evaluation Stage Five: Bidder Requirements evaluation. As part of this stage, bidders will be invited for a presentation. Bidders are advised to take note of the evaluation criteria for the presentation. In this evaluation stage, bidders are expected to obtain a minimum of 80 out of 100 points to proceed to the next evaluation stage of the evaluation. Failure to obtain the prescribed 80 points will disqualify the bid offer from proceeding to the next evaluation stage.
- (f) Evaluation Stage Six: Preference Point System. The 80/20 or 90/10 preference point system shall be applicable to this phase, where 80/90 points represent maximum obtainable points for the lowest acceptable price, and 20/10 points represents the specific goals.

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 18 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

**SECTION 2 - EVALUATION
METHODOLOGY**

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 19 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		2) Internal Systems Integration: The solution must be flexible to integrate with MER accounting systems or proposed new accounting system (when necessary) for the automated facilitation of fees, invoices and levies collected.	The proposed solution comes standard with: 1) Integrate with MER accounting systems or proposed new accounting system (when necessary) for the automated facilitation of fees, invoices and levies collected.	4	15

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 21 OF 90
DOCUMENT TITLE	BID MER/01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		3) Information Security: To safeguard the confidentiality, integrity, and availability of information assets, maintaining their value and aiding the MER's overarching objectives. The new 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	The proposed solution comes standard with: 1) Data is classified according to confidentiality levels. 2) Compliance with POPIA 3) Compliance with any applicable laws or standards	4	15

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 22 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		4) Business Continuity: In the event of a disruption or incident such as a security breach or failure of the system, indicate response and recovery timelines, acceptable minimum levels and failover considerations.	The proposed solution comes standard with: 1) Response and recovery timelines to ensure critical activities of the system can continue 2) Acceptable minimum levels 3) Scalability and failover	4	15

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 23 OF 90
DOCUMENT TITLE	BID MER/T01/2025	INTEGRATED IT SOLUTION	INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		5) Architectural requirements The bidder's solution must be compatible with Microsoft Windows Operating systems, use a Relational Database Management System and be accessible on mobile device platforms. Access to live data must be limited, and preferably viewed via view tables with aggregated data via the web portal.	The proposed solution comes standard with: 1) Microsoft Windows Operating Systems compatibility 2) Relational Database Management System 3) Mobile device accessibility 4) View tables	4	15

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 24 OF 90
DOCUMENT TITLE	BID MERT01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		6) 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:	The proposed solution comes standard with: 1) Data Migration Approach. 2) Data Migration Activities. 3) Testing Approach. 4) Data Migration Tool	4	10

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 25 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		7) Solution's continuous enhancement capabilities The bidder's solution must have the capability to allow new regulatory requirements and the changes to existing regulatory business processes to be implemented in-house.	The proposed solution comes standard with: 1) The capability to allow new regulatory requirements and the changes to existing regulatory business processes to be implemented in-house.	4	15
					100

ISSUE DATE	FRIDAY, 06 Sep 2024		PAGE 26 OF 90
DOCUMENT TITLE	BID MERT/01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

B. TECHNICAL (ICT REQUIREMENTS) EVALUATION FORM

(THIS SECTION TO BE COMPLETED BY ALL BIDDERS)

Please indicate Yes or No regarding the need for customisation of the requirements. If customisation is required, provide detailed comments explaining the necessary customisations, including how the solution will be built to meet these requirements. Additionally, provide specific page references from your proposal where each requirement is addressed.

A. ICT Requirements	REQUIRE CUSTOMISATION	COMMENTS	PAGE REF
1. User management and system administration			
2. Internal Systems Integration			
3. Information security			
4. Business continuity			
5. Architectural requirements			
6. Data conversion & migration			
7. Solution's continuous enhancement capabilities.			

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 27 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
	2. Capturing Capturing solutions enables organizations to streamline the capture, recognition, and classification of business documents and to quickly and accurately extract important information from those documents for use by business users and in applications.		The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality.	5	10
			The proposed solution comes standard with the following features: 1) Capture business documents 2) Recognise business documents 3) Classify business documents 4) Support digital files 5) Multiple capture options	4	
			The proposed solution does not meet the requirement for a rating of 4.	0	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 29 OF 90
DOCUMENT TITLE	BID MERT01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		3. Case Manager /Workflow A case management system that provides a graphical user interface for case workers to easily manage cases. Case workers can then complete work items associated with cases.	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the following features: 1) Web interface 2) Assign cases 3) Update cases 4) Track cases 5) Reports on cases 6) Provide content management related to cases 7) Document Lifecycle capabilities including versioning, security and records management for content related to cases. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	15

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 30 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		4. Automated Business Decisions Business decisions are everywhere in the MER and they have to be updated frequently to comply with new regulations. Business decision management is fundamentally concerned with the application of the knowledge and operational intelligence of the organisation.	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality.	5	5
			The proposed solution comes standard with the following features: 1) Define and execute specific decision points. 2) Focus on automated analysis and improving decisions. 3) Reduce decision-making time 4) Centralised decision logic, transparency and consistency. 5) Allow processes for decision making to be routed to governance structures for approval.	4	
			The proposed solution does not meet the requirement for a rating of 4.	0	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 31 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		5. Self Service Self-service is the ability to connect all customer channels to receive incoming content no matter what the mode or form factor and respond back in context using same mode or form factor. All this in a way that is consistent and clear to the customer.	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the following features: 1) Pay fees online. 2) View and download a copy of their current licence(s). 3) Make online applications. 4) Manage and maintain gaming equipment register. 5) Submit reports and documentation 6) Track progress on any customer query or case. 7) Centralise all correspondence. 8) Map views of licensee / applicant premises and relevant points of interest, e.g. schools, places of worship. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	10

ISSUE DATE

FRIDAY, 06 Sep2024

PAGE 32 OF 90

DOCUMENT TITLE

BID MER/T01/2025 INTEGRATED IT SOLUTION

INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		6. Mobile Solution Beyond making the web portal responsive to enable mobile use, a mobile solution which will allow MER staff additional functionality for example uploading photos during inspections, verify or capture geo location, downloading of licensee information, kick-off a new workflow etc.	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality.	5	10
			The proposed solution comes standard with: 1) Mobile solution 2) Compatibility across current and future mobile devices.	4	
			The proposed solution does not meet the requirement for a rating of 4.	0	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 33 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		7. Datawarehouse A versatile solution designed to streamline data-driven compliance monitoring and support evidence-based decision-making across sectors, enabling efficient management and analysis of large volumes of industry-relevant data.	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution has practical and detailed options with pricing to be considered by the MER for: 1) Datawarehouse 2) Operational data storage 3) Data lake for big data The proposed solution does not meet the requirement for a rating of 4.	5 4 0	10

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 34 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		8. Business Intelligence reporting A business intelligence solution to assist with report and dashboard generation – eliminating the need for manual creation of reports and more real time dashboard availability.	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution has practical and detailed options with pricing to be considered by the MER for: 1) A Business intelligence module or a versatile reporting tool able to generate reports, dashboards and data visualisation in real-time. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	10

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 35 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		9. Artificial Intelligence (AI) and Machine Learning (ML) AI will play a vital role in enhancing compliance, increasing operational efficiency, and enabling data-driven decision-making in both sectors. In gambling regulation, consider AI application for fraud and money laundering detection, responsible gambling monitoring, compliance auditing, risk assessment, and predictive analytics. Similarly, in liquor regulation, AI will be considered to aid in compliance inspection, illicit activity detection, market trend analysis, risk modelling, and predictive maintenance.	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution has practical and detailed options with pricing to be considered by the MER for: 1) AI and ML modules or versatile tools enhancing compliance, risk assessment, and predictive analytics. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	10

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 36 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		10. Integrating internal systems and external partner systems To create an integrated system, internally and externally, will require the implementation of a service, web-services, API's or any other relevant integration tool.	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution has practical and detailed options with pricing to be considered by the MER for: 1) Integration via web services 2) Integration via API's 3) Integration via a service; or 4) any other relevant integration tool. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	10 100
TOTAL					

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 37 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

D. CAPABILITIES REQUIREMENTS EVALUATION FORM

(THIS SECTION TO BE COMPLETED BY ALL BIDDERS)

Please indicate Yes or No regarding the need for customisation of the requirements. If customisation is required, provide detailed comments explaining the necessary customisations, including how the solution will be built to meet these requirements. Additionally, provide specific page references from your proposal where each requirement is addressed.

B.	Capabilities Requirements	REQUIRE CUSTOMISATION	COMMENTS	PAGE REF
1.	Unified Web Portal			
2.	Capturing			
3.	Case Manager			
4.	Automated Business Decisions			
5.	Self Service			
6.	Mobile Solution			
7.	Datawarehouse			
8.	Business Intelligence reporting			
9.	Artificial Intelligence (AI) and Machine Learning (ML)			
10.	Integrating internal and external partner systems			

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 38 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

E. FUNCTIONAL REQUIREMENTS EVALUATION CRITERIA

The solution provided must meet the following mandatory functional requirements:
The criteria listed below will be rated as follows:

Values: 0= Not meeting requirement, 4= Standard, 5= Additional value-added functionality

Table 3

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		1. The system must be able to process a Request for Customer Reference Number: (a) Complete form (b) Invoicing (c) Make online payment or submit proof of payment.	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality.	5	5
			The proposed solution comes standard with the three (3) steps in the Request for Customer Reference Number process.	4	
			The proposed solution does not meet the requirement for a rating of 4.	0	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 39 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		2. The system must be able to process the Renewal of a Liquor Licence application: (a) Select relevant licence(s) (b) Complete form and relevant disclosures (c) Make online payment or submit proof of payment. (d) Invoicing (e) Upload supporting documents (f) Basic Completeness Check (g) Submission (h) Acceptance and work/task allocation <i>(Legislative requirement to consider application within 60 days) – Exceptions to be flagged</i> (i) Evaluation- Check for correctness and completeness. (j) Risk Monitoring (k) Review and recommendation (l) Decision Management (m) Update Licensing profile	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the thirteen (13) steps in the Renewal of a Liquor Licence process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	5

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 40 OF 90
DOCUMENT TITLE	BID MERT01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		3. The system must be able to process a Licence Application: (Gambling): (a) Link to RFP for Gambling via portal (<i>where applicable</i>) (b) Complete form and relevant disclosures (c) Attach supporting documents (d) Invoicing (e) Make online payment or submit proof of payment. (f) Submission (g) Public inspection (h) Application acceptance and allocate work or task (i) Evaluation- Check for correctness and completeness. (j) Evaluation Investigation fee (k) Invoicing (l) Investigation (m) Risk Monitoring (n) Review and recommendation (o) Decision Management (p) Update Licensing profile (Liquor): (a) Link to Intention to apply(Liquor) via portal (b) Complete form and relevant disclosures (c) Attach supporting documents (d) Submission (e) Application acceptance and allocate work or task (f) Evaluation- Check for correctness and completeness. (g) Investigation	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the sixteen (16) Gambling and thirteen (13) Liquor steps in the Licence Application process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	10

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 41 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

		(h) Risk Monitoring (i) Review and recommendation (j) Decision Management (k) Invoicing (l) Make online payment or submit proof of payment. (m) Update Licensing profile			
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ISSUE DATE	FRIDAY, 06 Sep2024			PAGE 42 OF 90	
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION			INITIAL HERE	

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		4. The system must be able to process the application of a Gambling Licence Renewal: (a) Select relevant licence(s) (b) Complete form and relevant disclosures (c) Invoicing (d) Make online payment or submit proof of payment. (e) Attach supporting documents (f) Basic Completeness Check (g) Submission (h) Acceptance and work/task allocation (i) Evaluation- Check for correctness and completeness. (j) Risk Monitoring (k) Review and recommendation (l) Decision Management (m) Update Licensing profile	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the thirteen (13) steps in the Gambling Licence Renewal process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	5

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 43 OF 90
DOCUMENT TITLE	BID MERT01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		5. The system must be able to process Amendments to Licences: (a) Select relevant licence(s) (b) Complete form and relevant disclosures (c) Invoicing – <i>if applicable</i> (d) Make online payment or submit proof of payment. (e) Attach supporting documents (f) Basic Completeness Check (g) Submission (h) Acceptance and work/task allocation (i) Evaluation- Check for correctness and completeness. (j) Risk Monitoring (k) Investigation (l) Review and recommendation (m) Decision Management (n) Update Licensing profile	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality.	5	5
			The proposed solution comes standard with the fourteen (14) steps in the Amendments to Licences process.	4	
			The proposed solution does not meet the requirement for a rating of 4.	0	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 44 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		6. The system must be able to process the application of a Consent for Procurement of Interest: (a) Select relevant licence(s) (b) Complete form and relevant disclosures (c) Invoicing (d) Make online payment or submit proof of payment. (e) Attach supporting documents (f) Basic Completeness Check (g) Submission (h) Acceptance and work/task allocation (i) Evaluation- Check for correctness and completeness. (j) Risk Monitoring (k) Review and recommendation (l) Decision Management (m) Update Licensing profile	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality.	5	5
			The proposed solution comes standard with the thirteen (13) steps in the Consent for Procurement process.	4	
			The proposed solution does not meet the requirement for a rating of 4.	0	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 45 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		7. The system must be able to process the application of a Certificate of Suitability: (a) Select relevant licence(s) (b) Complete form and relevant disclosures (c) Invoicing (d) Make online payment or submit proof of payment. (e) Attach supporting documents (f) Basic Completeness Check (g) Submission (h) Acceptance and work/task allocation (i) Evaluation- Check for correctness and completeness. (j) Risk Monitoring (k) Review and recommendation (l) Decision Management (m) Update Licensing profile	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the thirteen (13) steps in the Certificate of Suitability process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	5

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 46 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		8. Invoicing: (a) Select relevant Customer number; (b) Financial system creates invoice; (c) Link /Attach to customer profile; and (d) Update financial system.	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality.	5	5
			The proposed solution comes standard with the four (4) steps in the Invoicing process.	4	
			The proposed solution does not meet the requirement for a rating of 4.	0	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 47 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		9. The system must be able to process the application of a New Employee Registration: (a) Select relevant licence(s) and or Gambling industries. (b) Complete form and relevant disclosures (c) Invoicing – <i>where applicable</i> (d) Make payment or submit proof of payment – <i>where applicable</i> (e) Attach supporting documents (f) Basic Completeness Check (g) Submission (h) Acceptance and work/task allocation (i) Evaluation- Check for correctness and completeness. (j) Risk Monitoring (k) Review and recommendation (l) Decision Management (m) Update Licensing profile	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the thirteen (13) steps in the New Employee Registration process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	5

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 48 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		10. The system must be able to process the application of an Employee Licence Renewal: (a) Select relevant licence(s) (b) Complete form and relevant disclosures (c) Invoicing (d) Make online payment or submit proof of payment. (e) Attach supporting documents (f) Basic Completeness Check (g) Submission (h) Acceptance and work/task allocation (i) Evaluation- Check for correctness and completeness. (j) Risk Monitoring (k) Review and recommendation (l) Decision Management (m) Update Licensing profile	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the thirteen (13) steps in the Employee Licence Renewal process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	5

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 49 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		11. The system must be able to process of Amendments to Employees: (a) Select relevant licence(s) (b) Complete form and relevant disclosures (c) Invoicing – <i>if applicable</i> (d) Make online payment or submit proof of payment. (e) Attach supporting documents (f) Basic Completeness Check (g) Submission (h) Acceptance and work/task allocation (i) Evaluation- Check for correctness and completeness. (j) Risk Monitoring (k) Investigation (l) Review and recommendation (m) Decision Management (n) Update Licensing profile	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the fourteen (14) steps in the Amendments to Employees process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	5

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 50 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		12. The system must be able to process a New Gambling Equipment Application: (a) Complete form (b) Attach LOC and test reports (c) Basic Completeness Check (d) Submission (e) Acceptance and work/task allocation (f) Evaluation- Check for correctness and completeness. (g) Review and recommendation (h) Decision Management (i) Update register	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the nine (9) steps in the New Gambling Equipment Applications process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	5

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 51 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		13. The system must be able to process Equipment Distributions: (a) Complete form (b) Attach supporting documents (c) Basic Completeness Check (d) Submission (e) Acceptance and work/task allocation (f) Evaluation- Check for correctness and completeness. (g) Review and recommendation (h) Update driver and courier details (i) Decision Management (j) Update register	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality.	5	10
			The proposed solution comes standard with the ten (10) steps in the Equipment Distributions process.	4	
			The proposed solution does not meet the requirement for a rating of 4.	0	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 52 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		14. The system must be able to process Conversions, Installation and Moves: (a) Complete form (b) Attach supporting documents (c) Basic Completeness Check (d) Submission (e) Acceptance and work/task allocation (f) Evaluation- Check for correctness and completeness. (g) Update floorplan and equipment register (h) Review and recommendation (i) Decision Management (j) Update register	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the ten (10) steps in the Equipment Conversions, Installation and Moves process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	10

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 53 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		15. The system must be able to process Risk Monitoring: (a) Select relevant licence(s) (b) Complete form (c) Attach supporting documents -- <i>Where applicable</i> (d) Create case (e) Evaluate case (f) Review and recommendation (g) Decision Management (h) Update register	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the eight (8) steps in the Risk Monitoring process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	10

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 54 OF 90
DOCUMENT TITLE	BID MERT01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		16. The system must be able to process Casino Daily Reporting process: (a) Complete form (b) Attach supporting documents (c) Submission (d) Acceptance and work/task allocation (e) Evaluation Daily Reports (f) Risk Monitoring (g) Correspondence (non-compliance licensees) (h) Decision Management	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality.	5	5
			The proposed solution comes standard with the eight (8) steps in the Casino Daily Reporting process.	4	
			The proposed solution does not meet the requirement for a rating of 4.	0	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 55 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		17. The system must be able to process Investigations: (a) Create case (b) Select relevant licence(s) or licence category (c) Risk monitoring (d) Evaluate case (e) Invoicing- <i>if applicable</i> (f) Make online payment or submit proof of payment. (g) Attach supporting documents (h) Review and recommendation (i) Decision Management (j) Update register	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the ten (10) steps in the Investigations process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	10

ISSUE DATE	FRIDAY, 06 Sep 2024		PAGE 56 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		18. The system must be able to process Complaints and Disputes : (a) Select relevant licence(s) (b) Complete form (c) Attach supporting documents <i>Where applicable</i> (d) Submission (e) Create case (f) Acceptance and work/task allocation (g) Evaluate case (h) Risk Monitoring (i) Review and recommendation (j) Decision Management (k) Update register	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the eleven (11) steps in the Compliance Inspections process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	5

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 57 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		19. The system must be able to process Compliance Inspections: (Phase 1) (a) Officers create plan (b) Manager reviews plan (c) Risk Monitoring (d) Pre-inspection planning (e) Final approval for inspection (Phase 2) (f) Fieldwork – Identified licensees or risk areas as per plan. (g) Manager review inspection reports (h) Correspondence (non-compliance licensees) (i) Decision Management	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the nine (9) steps in the Compliance Inspections process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	10

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 58 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		20. The system must be able to process Compliance Audits: (a) Review Risk Monitoring – Licensee history (b) Auditors create Audit strategy (c) Manager reviews Audit strategy (d) Correspondence (Scope & Engagement) (e) Audit Field work performed (f) Audit Field work reviewed (g) Correspondence (Findings) (h) Audit report generated and Reviewed (i) Decision Management (j) Correspondence (k) Risk Monitoring	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the eleven (11) steps in the Compliance Audits process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	10

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 59 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		21. The system must be able to process Levies Declarations, Verification and Processing: (a) Complete remittance form (b) Upload supporting documents (c) Basic Completeness Check (d) Submission (e) Acceptance and work/task allocation (f) Evaluation- Check for correctness and completeness. (g) Dashboard for data visualization and reports (h) Verification (i) Review and recommendation (j) Risk Monitoring (k) Invoicing (l) Make online payment or submit proof of payment. (m) Correspondence (n) Decision Management	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality. The proposed solution comes standard with the fourteen (14) steps in the Levies Declarations, Verification and Processing process. The proposed solution does not meet the requirement for a rating of 4.	5 4 0	10

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 60 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	DETAILS OF DESCRIPTION	RATING	WEIGHT
		22. Correspondence Process: (a) Select relevant licence(s) (b) Complete form (c) Attach supporting documents (d) Submission (e) Create case (f) Acceptance and work/task allocation (g) Evaluate case. (h) Risk Monitoring (i) Review and recommendation (j) Decision Management (k) Update register	The proposed solution contains everything for a rating of 4 as well as demonstrating additional value-added functionality.	5	5
			The proposed solution comes standard with the eleven (11) steps in the Correspondence process.	4	
			The proposed solution does not meet the requirement for a rating of 4.	0	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 61 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

F. FUNCTIONAL REQUIREMENTS EVALUATION FORM

(THIS SECTION TO BE COMPLETED BY ALL BIDDERS)

Please indicate Yes or No regarding the need for customisation of the requirements. If customisation is required, provide detailed comments explaining the necessary customisations, including how the solution will be built to meet these requirements. Additionally, provide specific page references from your proposal where each requirement is addressed.

C.	HIGH LEVEL FUNCTIONAL AREAS	REQUIRE CUSTOMISATION	COMMENTS	PAGE REF
1)	Request for a customer reference number			
2)	Renewal of Liquor Licence			
3)	Licence Applications			
4)	Gambling Licence Renewal			
5)	Amendments of Licences			
6)	Consent for Procurement of Interest			
7)	Application of Certificate of Suitability			
8)	Invoicing			
9)	New Employee Registrations			
10)	Employee Licence Renewal			
11)	Amendments to Employee			

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 62 OF 90
DOCUMENT TITLE	BID MERT01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

C.	HIGH LEVEL FUNCTIONAL AREAS	REQUIRE CUSTOMISATION	COMMENTS	PAGE REF
12)	New Gambling Equipment-Applications			
13)	Equipment Distributions			
14)	Conversions, Installation and Moves			
15)	Risk monitoring			
16)	Casino Daily Reporting			
17)	Investigations			
18)	Complaints and Disputes			
19)	Compliance Inspections			
20)	Compliance Audit			
21)	Levies Declaration, Verification and Processing			
22)	Correspondence			

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 63 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

G. BIDDER EVALUATION CRITERIA

The criteria listed below will be rated as follows:
Values: 0=Poor 1=Below average, 2=Average, 3=Good, 4=Very Good, 5=Excellent

ITEM	EVALUATION CRITERIA	DESCRIPTION	RATINGS BREAKDOWN		WEIGHT
			DETAILS OF DESCRIPTION	RATING	
1.	Track Record	The bidder must have successfully completed or implemented similar solutions. Client reference letters of successful implementation of the systems, which has been in operation should be submitted.	Successfully implemented at least 5 or more medium to large regulatory projects that are similar to the solution required.	5	20
			Successfully implemented 4 medium to large regulatory projects that are similar to the solution required.	4	
			Successfully implemented 3 medium to large regulatory projects that are similar to the solution required.	3	
			Successfully implemented at least 2 medium to large regulatory projects that are similar to the solution required.	2	
			Successfully implemented 1 medium to large regulatory project that are similar to the solution required.	1	
			Possess no experience of implementation and never implemented medium to large projects that are similar to the solution required.	0	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 64 OF 90
DOCUMENT TITLE	BID MERT01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	RATINGS BREAKDOWN		WEIGHT
			DETAILS OF DESCRIPTION	RATING	
2.	Proposed Project Team	Composition and experience of Project team must at least consist of the following specialists or equivalent: • Project Manager • Business Analyst • Functional tester • Database administrator • Senior Developer Detailed CV's of project specialists with contactable references to be attached. Project Manager to be certified in either Project Management Professional (PMP) or Prince II.	Each specialist having experience for a period of at least 5 years or more.	5	25
			Each specialist having experience for a period of at least 4 years or more.	4	
			Each specialist having experience for a period of at least 3 years or more.	3	
			Each specialist having experience for a period of at least 2 years or more.	2	
			Each specialist having experience for a period of at least 1 year or more.	1	
			No specialists available as prescribed.	0	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 65 OF 90
DOCUMENT TITLE	BID MERT/01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	RATINGS BREAKDOWN		WEIGHT
			DETAILS OF DESCRIPTION	RATING	
3.	Financial viability	Proof that the bidder is in good financial standing. Provide signed audited or reviewed financial statements for the past three (3) years (the audited or reviewed financial statements must be in the name of the bidder).	Financial Statements for the past three (3) years.	5	20
			Financial Statements for the past two (2) years.	3	
			Financial Statements for the past one (1) year.	1	

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 66 OF 90
DOCUMENT TITLE	BID MERT01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

ITEM	EVALUATION CRITERIA	DESCRIPTION	RATINGS BREAKDOWN		WEIGHT
			DETAILS OF DESCRIPTION	RATING	
4.	Support and Maintenance	The contractor must: 1. Demonstrates ability to support and maintain the solution using local resources, available in South Africa. Submit proof of previous/current support and maintenance contracts. 2. Provide a company profile showing available resources with the necessary skills and experience and certification where applicable.	At least 3 years' experience resources available to support the solution as proposed by the bidder.	5	20
			At least 2 years' experience resources available to support the solution as proposed by the bidder.	3	
			At least 1 year experience resources available to support the solution as proposed by the bidder.	1	
SUBTOTAL					
Bidders are required to achieve a minimum of 68 out of 85 points (80%) in order to be invited for the presentation as per item 5 below (Presentation by the bidder).					
The points achieved under this category will be added to the Presentation category in order to determine the final score for total functionality evaluation.					

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 67 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

ITEM	EVALUATION CRITERIA	DESCRIPTION	RATINGS BREAKDOWN	RATING	WEIGHT
5.	Presentation by Bidder.	Bidders will be required to present their proposed solution to the MER.	Bidders must present their proposed solution to the MER Evaluation Committee. Dates and times will be communicated to the bidders who have achieved the required minimum points.	1 - 5	15
TOTAL					100

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 68 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

H. BIDDER REQUIREMENTS EVALUATION FORM

(THIS SECTION TO BE COMPLETED BY THE EVALUATION COMMITTEE)

D. BIDDER REQUIREMENTS		SCORE
1. Track Record		
2. Proposed Project Team		
3. Financial viability		
4. Support and Maintenance		
5. Presentation by Bidder		

ISSUE DATE	FRIDAY, 06 Sep2024		PAGE 69 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION		INITIAL HERE

1. EVALUATION CRITERIA FOR THE PRESENTATION TO THE MER EVALUATION COMMITTEE (PART OF FUNCTIONALITY EVALUATION)

- The presentation to MER Evaluation Committee functionality criteria is listed below, and will be rated as follows:

The functionality criteria listed below will be rated as follows:

Values: 0= Not meeting requirement, 4= Standard, 5= Additional value-added functionality

Table 5

ITEM	EVALUATION CRITERIA	DESCRIPTION	WEIGHT
A.	Understanding of the MER	Thorough understanding of what the MER is and what it does.	10
B.	Layout of the system	Bidders will be required to present the look and feel of the proposed system.	30
C.	Process flow	Bidders will be required to demonstrate the flow of data within the proposed solution.	30
D.	Customisation	Bidders will be required to demonstrate the level of customisation required.	30

The percentage achieved here will be taken into account when calculating the total functional evaluation points.

The percentage achieved for Presentation by the Bidder will be calculated as follows:

Total points achieved for the presentation divided by 100 multiplied by 15 points listed under item 5 in the above table 4.

TOTAL

100

- Bidders who are invited for presentation are required to achieve a minimum of 60% for their presentation in order for their presentation scores to be considered and added to the evaluation scores to achieve a total for functional evaluation.

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 70 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

**SECTION 3 -STANDARD BIDDING
DOCUMENTS**

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 71 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

1. STANDARD BIDDING DOCUMENTS

The following compulsory additional information is required. Failure to complete and supply any of these documents will lead to disqualification from this bid:

Table 6

Invitation to bid	SBD 1
Pricing Schedule	SBD 3.3
Declaration of Interest	SBD 4
Preference Points Claim Form for Preferential Procurement Regulations 2022 Should a bidder not complete and sign the SBD6.1, the bidder will be allocated 0.00 points for specific goals.	SBD 6.1
Declaration: Abuse of Supply Chain Management Systems	SBD 8
Certificate of Independent Bid Determination	SBD 9

2. TIMELINE OF THE BID PROCESS

The project timeframes of this bid are set out below:

Table 7

STAGE	DESCRIPTION OF STAGE	ESTIMATED COMPLETION DATE (WORK WEEK ENDING)
1.	Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	06 September 2024
2.	Compulsory Briefing	18 September 2024
3.	Bid closing date	08 October 2024

- All dates and times in this bid are South African Standard Time.
- Any time or date in this bid is subject to change at the MER's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the MER to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the MER extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline. The MER reserves the right to cancel or amend this RFP, or restructure or cancel the process.

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 72 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

3. PRICING EXAMPLE

- Bidders are required to **provide detailed and itemised pricing** for all development and deployment costs including software licensing and other related costs **per year**.
- Bidders are required to provide itemised costing for items covered under paragraph 6 on Proposed Solution Capabilities.
- Bidders are required to indicate their bid prices as follows:

Table 8.1

ITEM DESCRIPTION	YEAR 1 R' 000	YEAR 2 R' 000	TOTAL COST INCLUDING VAT
Development and Deployment costs			
Software and Licensing costs			
Software as a Service (SaaS) (where applicable)			
Subscriptions costs (APIs, Integrations or other)			
Professional services			
Business Analysis costs			
Project Management costs			
Training costs			
Accommodation & Travel			
TOTAL DEVELOPMENT AND DEPLOYMENT COSTS (INCLUDING VAT)			

Table 8.2

ITEM DESCRIPTION	YEAR 3 R' 000
Post Deployment Costs	
Software Licensing costs	
Software as a Service (SaaS)(where applicable)	
Subscriptions costs (APIs, Integrations or other)(where applicable)	
Support and maintenance	
TOTAL POST DEPLOYMENT COSTS (INCLUDING VAT)	

Table 8.3

ITEM DESCRIPTION	TOTAL COSTS INCLUDING VAT
Total Bid Price	
Development and deployment costs (Table 8.1)	
Post deployment costs (Table 8.2) Mandatory one (1) year	
TOTAL BID PRICE (INCLUDING VAT)	

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 73 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

- The bidders are requested to provide the hourly rates to perform data migration and customisation where required (not to be used for evaluation purposes).

Table 9

TYPE OF USER	AMOUNT (PER HOUR) INCLUDING VAT
Project Manager	
Business Analyst	
Functional tester or equivalent	
Database analyst or equivalent	
Developer or equivalent	

- A pricing schedule should be submitted on a separate sheet from the technical proposal for ease of evaluation. The pricing schedule should be submitted together with the SBD3.3 form.

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 74 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

4. SBD 1 – PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MPUMALANGA ECONOMIC REGULATOR					
BID NUMBER:	MER/T01/2025	CLOSING DATE:	08/10/2024	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF AN INTEGRATED IT SOLUTION FOR GAMBLING AND LIQUOR REGULATION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MER BUILDING					
FIRST AVENUE					
WHITERIVER					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
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]

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 75 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

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.

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 76 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

5. SBD 1- 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:

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 77 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

6. SBD 3.3 PRICING SCHEDULE (Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME 11:00 CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO. DESCRIPTION

BID PRICE IN RSA CURRENCY

** (ALL APPLICABLE TAXES INCLUDED) R.....

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
		R.....	R.....
		R.....	R.....
		R.....	R.....
		R.....	R.....

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 78 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

5.PHASES ACCORDING TO WHICH
THE PROJECT WILL BE
COMPLETED,

COST PER PHASE

MAN-DAYS TO
BE SPENT

.....	R.....	 days
.....	R.....	 days
.....	R.....	 days
.....	R.....	 days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE
TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....			R
.....			R
.....			R
.....			R

TOTAL R.....

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

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 79 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R
.....			R.....
.....			R.....
.....			R.....

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Chief Financial Officer: Lucas Maseko

Tel: (013) 750 8000

Email: scm@mer.org.za

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 80 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

7. SBD 4 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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.

ISSUE DATE	Friday, 06 Sept 2024		PAGE 81 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 **DECLARATION**

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and

ISSUE DATE	Friday, 06 Sept 2024		PAGE 82 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

-
- without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

ISSUE DATE	Friday, 06 Sept 2024		PAGE 83 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ISSUE DATE	Friday, 06 Sept 2024		PAGE 84 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

8. SBD 6.1 REFERENCE POINTS CLAIM FORM

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

This preference form must form part of all Bidders 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 all bids:

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

1.2 Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 85 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

-
- 1.5 Failure on the part of a bidder 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. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 86 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the bidder 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:

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

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

The specific goals allocation per MER policy	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
51% owned by black people	3	2		
51% owned by black people who are women	5	2		
51% owned by black people who are youth	8	4		
51% owned by black people with disabilities	4	2		

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 87 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2 Name of company/firm.....

4.3 Company registration number:

4.4 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]

4.5 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 bidder 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.

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 88 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 89 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

SECTION 4 -CONDITIONS OF CONTRACT

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)

ISSUE DATE	FRIDAY, 06 Sept 2024		PAGE 90 OF 90
DOCUMENT TITLE	BID MER/T01/2025 INTEGRATED IT SOLUTION	INITIAL HERE	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.