

Request For Proposal

"Developing Skills. Serving Society"



BID NO: 014-2025/2026.

APPOINTMENT OF A SERVICE PROVIDER FOR LICENCING, IMPLEMENTATION, SUPPORT AND MAINTENANCE OF AN INTEGRATED GOVERNANCE PERFORMANCE REGULATORY COMPLIANCE (GPRC) SYSTEM (BUSINESS MANAGEMENT PLATFORM) OF THE CETA FOR 3 YEARS

RFP NUMBER:	BID NO: 014-2025/2026
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR LICENCING, IMPLEMENTATION, SUPPORT AND MAINTENANCE OF AN INTEGRATED GOVERNANCE PERFORMANCE REGULATORY COMPLIANCE (GPRC) SYSTEM (BUSINESS MANAGEMENT PLATFORM) OF THE CETA FOR 3 YEARS
ADVERT / PUBLISH DATE:	09 December 2025
CLOSING DATE:	29 January 2026
CLOSING TIME:	11:00
VALIDITY PERIOD	90 Days
PREFERENCE POINT SYSTEM	80/20
BRIEFING SESSION	Compulsory attendance 09 January 2026 11:00am – 11:50am
BID RESPONSES MUST BE HAND DELIVERED TO:	CETA Head Office 52 14th Road, Noordwyk, Midrand, 1687
ATTENTION:	Supply Chain Management – Bids
NB: Bidders must ensure that they sign the tender register at the CETA Head Office Reception when delivering their bids responses. Bidders who will use Courier companies are to ensure that the Courier company writes the name of the bidding company on the tender register at CETA H/O Reception. Submissions not registered on the tender register will be disqualified. The closing time is as per the clock displayed at the CETA Head Office Reception.	
The CETA reserves the right not to appoint or to cancel this tender at any time as circumstances dictates. It should be noted that the award may not necessarily be to the lowest bidder; and that	

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cost effectiveness does not equal the lowest price quote.

TERMS, ABBREVIATIONS AND ACRONYMS

Term	Description
ATR	Annual Training Report
CETA	Construction Education and Training Authority
DHET	Department of Higher Education and Training
DG	Discretionary grants
EFT	Electronic Funds Transfer
ETQA	Education and Training Quality Assurance
LMS	Learner Management System
NLRD	National Learner Records Database
NQF	National Qualification Framework
NSDP 2030	National Skills Development Plan 2030
OFO	Organized Framework for Occupations
QCTO	Quality Council for Trades and Occupations
SETIMS	Sector Education and Training Management Information System
SAQA	South African Qualification Authority
SDF	Skills Development Facilitator
	Sector Education Training Authorities
SLA	Service Level Agreement
SDL	Skills Development Levy
WSP	Workplace Skills Plan

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BID CONDITIONS

1. All bidders are required to register on the National Treasury Central Supplier Database (CSD). The CSD proof of registration will be used by CETA to verify the bidder's tax compliant status at the time of BID award.
2. Proof of registration with the National Treasury Central Supplier Database (CSD).
3. The CETA does not bind itself to accept or appoint any bidder or any RFP response, nor shall it be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and delivery of the RFP.
4. Joint Ventures (JV) – JVs are required to attach a signed JV agreement, attach CSD report of all JV members, attached completed and signed SBD4 documents of all JV members and a valid BBEE certificate of the JV.
5. **This RFP will only be awarded to bidders who are tax compliant on National Treasury CSD on award.**

OTHER REQUIRED DOCUMENTS

Please note that the following documents must be completed and signed:

- SBD 1
- SBD 4
- SBD 6.1
- SBD 7.2
- GCC

OTHER REQUIRED DOCUMENTS

Please note that failure to attach the following documents will result in the forfeiture of preference points:

6. EMEs:

Affidavit confirming their annual total revenue of R10 million or less and level of black ownership or a B-BBEE level verification certificate.

7. QSEs

Affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or B-BBEE level verification certificate.

8. Bidders other than EMEs and QSEs:

Original and valid B-BBEE status level verification certificate verified by a SANAS accredited verification agency, or a certified copy thereof.

Please double-check that you have attached all the above documents before submitting your bid document.

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BID DOCUMENTS CHECK LIST:

The contents of the bid document must be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file, and separated from the next schedule with a file divider.

Please complete the checklist below to verify your submission of the relevant documents:

Schedules	Description	Submitted – Indicate YES or NO
Schedule 1	Proof of registration with National Treasury Central Supplier Database (CSD)	
Schedule 2	Letter from the bank confirming banking details.	
Schedule 3	Reference letters	
Schedule 4	Methodology and approach	
Schedule 5	CV's and Qualifications of proposed team	
Schedule 6	Pricing Schedule	
Schedule 7	Company Profile	
Schedule 8	Audited Financial Statement (past 2 years)	
Schedule 9	Valid BBBEE documents	

BID SUBLMISSION

Bidders are required to submit one (1) Original proposal, one (1) copy and one (1) soft copy in an unlocked usb / cd.

AND

Bidders are required to submit their proposal of the RFP documents and response by hand delivery to

CETA Head Office
52 14th Road
Noordwyk
Midrand
1685



TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR LICENCING, IMPLEMENTATION, SUPPORT AND MAINTENANCE OF AN INTEGRATED GOVERNANCE PERFORMANCE REGULATORY COMPLIANCE (GPRC) SYSTEM (BUSINESS MANAGEMENT PLATFORM) OF THE CETA FOR 3 YEARS

1. EXECUTIVE SUMMARY

1.1. ABOUT CETA

The Construction Education and Training Authority (CETA) is a Sector Education and Training Authority (SETA) established under the Skills Development Act No. 97 of 1998. CETA operates as a schedule 3A public entity under the Public Finance Management Act (PFMA) and is responsible for:

- I. Developing and implementing sector skills plans for the construction and built environment sector
- II. Promoting learnerships and apprenticeships
- III. Administering discretionary and mandatory grants
- IV. Quality assuring education and training within the sector
- V. Supporting skills development initiatives aligned with national priorities

As a government entity managing substantial public funds and serving a critical sector of the South African economy, CETA requires robust governance, risk management, compliance, and performance management capabilities to fulfil its mandate effectively.

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1.2. CURRENT STATE ASSESSMENT

1.2.1. CETA currently faces several operational challenges:

- Fragmented systems with governance, risk, compliance, and performance data residing in disparate applications and spreadsheets
- Manual processes for risk assessments, compliance tracking, and performance reporting
- Limited real-time visibility into organisational performance against strategic objectives
- Inefficient reporting processes requiring significant manual consolidation
- Difficulty in demonstrating compliance with regulatory requirements (PFMA, Skills Development Act, Treasury Regulations)
- Lack of integrated dashboards for executive decision-making
- Challenges in tracking and managing the full lifecycle of projects and initiatives
- Limited audit trail capabilities for governance and compliance activities

1.3. STRATEGIC CONTEXT AND OBJECTIVES

CETA is implementing a R105-million digital transformation programme to modernise its ICT infrastructure and business systems. The acquisition of a Business Management Platform is a strategic priority within this programme.

1.3.1. The platform must support CETA's strategic objectives:

I. Strengthen Organisational Governance

Implement integrated governance frameworks that provide the Board and Executive Management with comprehensive oversight of organisational performance, risks, and compliance.

II. Enhance Risk Management

Establish enterprise-wide risk management capabilities aligned with ISO 31000 and King IV principles, enabling proactive identification, assessment, and mitigation of risks.

III. Ensure Regulatory Compliance

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Systematically manage compliance obligations arising from the Skills Development Act, PFMA, Treasury Regulations, POPIA, and other applicable legislation.

IV. Drive Performance Excellence

Align operational activities with strategic objectives through balanced scorecards, KPIs, and integrated performance management.

V. Support Data-Driven Decision Making

Provide real-time dashboards, analytics, and reporting to enable evidence-based decision-making.

VI. Improve Operational Efficiency

Automate manual processes, eliminate data silos, and streamline workflows across governance, risk, and compliance functions.

1.4. PROCUREMENT OBJECTIVES

Through this RFP, CETA seeks to:

- Acquire a comprehensive, integrated Business Management Platform that addresses governance, performance, risk, and compliance (GPRC) requirements
- Select a solution that is scalable, configurable, and future proof
- Partner with a vendor who demonstrates public sector experience and understands the SETA/government operational context
- Implement a platform that supports CETA's digital transformation objectives
- Ensure value for money over the total cost of ownership (3-year period)
- Obtain a solution that complies with South African data protection and privacy requirements

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1.5. EXPECTED BENEFITS

The successful implementation of this Business Management Platform is expected to deliver:

I. Governance Benefits

- Single source of truth for governance information
- Real-time board reporting and dashboard capabilities
- Improved stakeholder confidence and transparency
- Enhanced accountability frameworks

II. Risk Management Benefits

- Comprehensive enterprise risk visibility
- Proactive risk identification and mitigation
- Improved risk-based decision making
- Integrated risk and control frameworks

III. Compliance Benefits

- Systematic compliance obligation management
- Automated compliance assessments and reporting
- Reduced compliance costs and effort
- Audit-ready documentation and evidence management

IV. Performance Benefits

- Alignment of activities with strategic objectives
- Real-time performance monitoring and reporting
- Improved resource allocation decisions
- Enhanced project and portfolio management

V. Operational Benefits

- Reduced manual effort and administrative burden
- Elimination of data silos and duplication
- Improved data quality and consistency
- Streamlined workflows and approvals
- Enhanced collaboration across departments

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2. PROJECT SCOPE AND BACKGROUND

2.1. BUSINESS CONTEXT

I. CETA operates in a complex regulatory environment with obligations to:

- The Department of Higher Education and Training (DHET)
- National Treasury
- The Auditor-General of South Africa (AGSA)
- The Information Regulator (POPIA compliance)
- Quality Council for Trades and Occupations (QCTO)
- Various other regulatory and oversight bodies

II. The organisation manages:

- Annual budget exceeding R500 million
- Discretionary and mandatory grant schemes
- Multiple strategic projects and initiatives
- Relationships with employers, training providers, and learners across the construction sector
- Complex reporting requirements to various stakeholders

III. This operating context demands:

- Robust governance frameworks aligned with King IV principles
- Comprehensive risk management across strategic, operational, financial, and compliance domains
- Systematic compliance management for multiple regulatory frameworks
- Integrated performance management aligned with the Skills Development Act mandate

2.2. TECHNICAL REQUIREMENTS

This section specifies the technical capabilities, security standards, and infrastructure requirements for the Business Management Platform.

2.2.1. PLATFORM ARCHITECTURE

I. REQ-TECH-001: Cloud Architecture

The platform must be:

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- Cloud-native or cloud-ready architecture
- Deployed on recognised cloud platforms (Azure, AWS, or Google Cloud)
- Highly available with a 99.5% uptime SLA minimum
- Auto-scaling based on demand
- Disaster recovery capable with RPO <4 hours, RTO <8 hours

II. REQ-TECH-002: Multi-Tenant Architecture

The solution must provide:

- Secure multi-tenant architecture with data isolation
- Configurable tenant-specific branding
- Performance isolation between tenants
- Scalability to support organisational growth

III. REQ-TECH-003: Platform Scalability

The system must support:

- Horizontal and vertical scaling
- Minimum 200 named user capacity
- Minimum 100 concurrent active users without degradation
- Data volume growth to 5TB+ without performance impact

IV. REQ-TECH-004: Browser Compatibility

The platform must support:

- Modern browsers (Chrome, Firefox, Edge, Safari - latest two versions)
- Mobile browsers (iOS Safari, Android Chrome)
- Responsive design for all screen sizes
- No proprietary plugins required

V. REQ-TECH-005: Database Architecture

The solution must utilise:

- Enterprise-grade relational database

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- ACID-compliant transaction processing
- Database clustering for high availability
- Automated backup and point-in-time recovery

VI. REQ-TECH-006: API Architecture

The platform must provide:

- RESTful API with comprehensive documentation
- API versioning strategy
- Webhook support for event notifications
- API sandbox for development and testing

2.3. SECURITY REQUIREMENTS

I. REQ-TECH-007: Authentication

The system must support:

- Multi-factor authentication (MFA)
- Single sign-on (SSO) via SAML 2.0 or OAuth 2.0
- Active Directory / Azure AD integration
- Password complexity enforcement
- Account lockout after failed attempts

II. REQ-TECH-008: Authorisation and Access Control

The platform must implement:

- Role-based access control (RBAC)
- Fine-grained permissions (create, read, update, delete, approve)
- Data-level access control (row-level, column-level)
- Segregation of duties enforcement
- Delegation and proxy user access

III. REQ-TECH-009: Data Encryption

The solution must provide:

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- Data encryption at rest (AES-256 or equivalent)
- Data encryption in transit (TLS 1.2+ or TLS 1.3)
- Database field-level encryption for sensitive data
- Key management system integration

IV. REQ-TECH-010: Security Certifications

The vendor must demonstrate:

- ISO 27001 certification (Information Security Management)
- SOC 2 Type II certification or equivalent
- Evidence of regular penetration testing (annually, minimum)
- OWASP Top 10 vulnerabilities addressed

V. REQ-TECH-011: Audit Trails

The platform must log:

- User login and logout events
- Data access events (view, create, update, delete)
- Configuration changes
- Security events (failed login, privilege escalation)
- Export and download events
- Logs must be immutable with a minimum 7-year retention

VI. REQ-TECH-012: Backup and Recovery

The solution must provide:

- Automated daily backups with encryption
- Offsite backup storage
- Backup retention minimum 30 days
- Point-in-time recovery capability
- Regular recovery testing (quarterly minimum)

VII. REQ-TECH-013: Disaster Recovery

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The platform must have:

- Documented disaster recovery plan
- Recovery Point Objective (RPO) of 4 hours or less
- Recovery Time Objective (RTO) of 8 hours or less
- Failover capability
- Annual DR testing

VIII. REQ-TECH-014: Vulnerability Management

The system must implement:

- Regular vulnerability scanning
- Patch management process with defined SLAs
- Critical vulnerability remediation within 7 days
- Third-party component vulnerability monitoring

2.4. DATA MANAGEMENT

I. REQ-TECH-015: Data Residency

The solution must ensure:

- All data is stored within South African borders
- Compliance with POPIA data sovereignty requirements
- No data transfer outside SA without explicit consent
- Transparency on data storage locations

II. REQ-TECH-016: Data Quality Management

The system must support:

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- Data validation rules at the point of entry
- Data quality scorecards
- Duplicate detection and prevention
- Data cleansing and standardisation

III. REQ-TECH-017: Data Import and Migration

The platform must support:

- Bulk data import via templates (Excel, CSV)
- Data transformation and mapping tools
- Data validation during import
- Historical data migration utilities

IV. REQ-TECH-018: Data Export

The system must enable:

- On-demand data export in multiple formats (Excel, CSV, JSON, XML)
- Scheduled data extracts
- Data portability for migration
- Metadata export

V. REQ-TECH-019: Data Archiving

The solution must provide:

- Automated archiving based on retention policies
- Archive accessibility for compliance
- Restore from archive capability
- Legal hold functionality

2.5. COLLABORATION FEATURES

2.6. PERFORMANCE AND USABILITY

I. REQ-TECH-020: Response Time

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The platform must deliver:

- Page load time <3 seconds for standard pages
- Dashboard refresh <5 seconds
- Search results <2 seconds
- Report generation <10 seconds for standard reports

II. REQ-TECH-021: System Availability

The solution must guarantee:

- 99.5% uptime SLA (excluding planned maintenance)
- Planned maintenance communicated 7 days in advance
- Maximum 4 hours planned downtime per month
- The system status page is accessible

III. REQ-TECH-022: User Interface

The platform must provide:

- Intuitive, user-friendly interface
- Consistent navigation and layout
- Contextual help and tooltips
- Accessibility compliance (WCAG 2.1 Level AA)

IV. REQ-TECH-023: Mobile Access

The system must offer:

- Fully responsive design for mobile devices
- Touch-optimised interface

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- Offline capability for mobile data capture
- Push notifications

V. REQ-TECH-024: Search Functionality

The solution must provide:

- Global search across all entities
- Advanced search with filters
- Full-text search capability
- Search result relevance ranking

2.7. CONFIGURABILITY

I. REQ-TECH-025: No-Code/Low-Code Configuration

The platform must provide:

- Visual configuration interface for non-technical users
- Drag-and-drop form builder
- Visual workflow designer
- Custom field creation without coding
- Dashboard widget configuration without coding

II. REQ-TECH-026: Workflow Engine

The solution must include:

- Configurable workflow automation
- Approval routing and escalation
- Conditional logic and branching
- Email notifications and reminders
- Workflow versioning and audit trail

III. REQ-TECH-027: Customisable Templates

The system must support:

- Custom report templates

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- Custom dashboard templates
- Custom form templates
- Branded templates with CETA logo and colours

IV. REQ-TECH-028: Branding and Theming

The platform should support:

- Corporate logo integration
- Custom colour schemes
- Branded login page
- Report header/footer customisation

2.8. COLLABORATION FEATURES

I. REQ-TECH-029: Commenting and Notes

The system should enable:

- Inline commenting on records
- Threaded discussions
- @mention functionality for notifications
- Comment history and audit trail

II. REQ-TECH-030: Forms and Surveys

The platform should provide:

- Dynamic form builder
- Multiple field types
- Conditional logic and branching
- Survey creation and distribution
- Response analysis and visualisation

III. REQ-TECH-031: Alerts and Notifications

The solution must support:

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- Configurable automated alerts
- Email, SMS, and in-app notifications
- Threshold-based alerts for KPIs/KRIs
- Deadline and reminder notifications

2.9. VENDOR AND SUPPORT REQUIREMENTS

I. REQ-TECH-032: Vendor Experience

The vendor must demonstrate:

- Minimum 5 years in business
- Minimum 10 successful implementations
- Public sector or government experience
- South African client references

II. REQ-TECH-033: Implementation Methodology

The vendor must provide:

- Proven implementation methodology
- Project management framework
- Risk and issue management approach
- Change management and training plan

III. REQ-TECH-034: Training and Documentation

The solution must include:

- Administrator training
- End-user training (train-the-trainer)
- User guides and quick reference materials
- Technical documentation

IV. REQ-TECH-035: Support Services

The vendor must provide:

- Business hours support (8 am - 5 pm, Mon - Fri)
- Emergency out-of-hours support for critical issues

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- Multiple support channels (phone, email, portal)
- Defined SLAs for response and resolution times

V. REQ-TECH-036: Product Roadmap

The vendor should share:

- Product roadmap (minimum 2-year vision)
- Planned feature releases
- Commitment to platform longevity
- Customer input into the roadmap

2.10. CURRENT CHALLENGES

CETA has identified the following challenges that the Business Management Platform must address:

VI. Data and Information Management

- Governance, risk, compliance, and performance data exist in fragmented systems (Excel spreadsheets, SharePoint, standalone databases)
- Manual consolidation of data for reporting purposes
- Data inconsistencies and version control issues
- Limited data analytics and trend analysis capabilities
- Difficulty in accessing historical information for audit purposes

VII. Process Inefficiencies

- Manual workflows for risk assessments and compliance tracking
- Time-consuming report generation (board packs, compliance reports, performance dashboards)
- Delayed identification of emerging risks and issues
- Inefficient approval processes for policies and procedures
- Limited workflow automation capabilities

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VIII. Visibility and Reporting

- Lack of real-time dashboards for executive decision-making
- Inconsistent reporting formats across different functions
- Limited drill-down capabilities for detailed analysis
- Difficulty in demonstrating strategic alignment
- Manual effort required to produce board and committee reports

IX. Compliance and Audit

- Challenges in maintaining comprehensive audit trails
- Manual tracking of compliance obligations and deadlines
- Difficulty in demonstrating compliance to auditors and regulators
- Limited evidence management capabilities
- Time-consuming responses to audit queries

X. Risk Management

- Decentralised risk registers across departments
- Inconsistent risk assessment methodologies
- Limited visibility of the enterprise-wide risk profile
- Reactive rather than proactive risk management
- Difficulty in monitoring risk mitigation actions

XI. Strategic Alignment

- Unclear linkages between strategic objectives, projects, and operational activities
- Limited visibility of project portfolio performance
- Difficulty in prioritising initiatives based on strategic importance
- Inconsistent performance measurement across the organisation

2.11. DESIRED FUTURE STATE:

Upon successful implementation of the Business Management Platform, CETA envisions:

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I. Integrated Platform

- Single, unified platform for all GPRC activities
- Elimination of data silos and fragmented systems
- Seamless integration with existing enterprise systems (ERP, HRIS, document management)
- Role-based access with appropriate permissions and workflows

II. Automated Processes

- Automated workflows for risk assessments, compliance tracking, and policy management
- Scheduled, automated report generation and distribution
- Automated alerts and notifications for key events, deadlines, and threshold breaches
- Workflow-driven approvals and attestations

III. Real-Time Visibility

- Executive dashboards providing a real-time view of organisational health
- Drill-down capabilities from high-level metrics to detailed data
- Mobile-accessible dashboards for on-the-go decision making
- Customizable views for different user roles and responsibilities

IV. Comprehensive Reporting

- Board-ready reports generated directly from the platform
- Regulatory compliance reports aligned with specific requirements
- Ad-hoc reporting capabilities for management queries
- Trend analysis and predictive analytics

V. Proactive Risk Management

- Enterprise-wide view of risk profile with heat maps and visualisations
- Early warning indicators for emerging risks
- Integrated view of risks, controls, and mitigation actions
- Risk-based decision support

VI. Strategic Performance Management

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- Clear line of sight from strategy to execution
- Balanced scorecards with cascading objectives and KPIs
- Project and portfolio management aligned with strategic priorities
- Performance analytics and insights

2.12. IMPLEMENTATION SCOPE

The scope of this procurement includes:

I. Platform Provision

- Licensing for Business Management Platform supporting a minimum of 130 named users (with scalability to 300+ users)
- All modules required for integrated GPRC management
- Mobile-responsive access capabilities
- Integration middleware/APIs for enterprise system connectivity

II. Implementation Services

- Solution design and configuration aligned with CETA requirements
- Data migration from existing systems and spreadsheets
- Integration with identified enterprise systems
- Testing (UAT, integration testing, performance testing)
- Training for super users, administrators, and end users
- Change management support
- Documentation (user guides, administrative guides, technical documentation)

III. Post-Implementation Support

- Warranty period support (minimum 3 years)
- Ongoing maintenance and support services (years 3)
- Platform upgrades and enhancements

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- User support (helpdesk services)
- Performance monitoring and optimisation

IV. Knowledge Transfer

- Administrator training for the CETA ICT team
- Super user training for functional business owners
- Documentation of configurations and customisations
- Handover of all technical and functional documentation

2.13. OUT OF SCOPE ITEMS

The following items are explicitly excluded from this RFP scope:

- Hardware infrastructure procurement (CETA will provide or arrange separately)
- General network infrastructure upgrades
- Telecommunications services
- Enterprise Resource Planning (ERP) system replacement
- Human Resources Information System (HRIS) replacement
- Learning Management System (LMS) functionality
- Customer Relationship Management (CRM) is specific to stakeholder management
- Document Management System (DMS) – though integration with the existing DMS is in scope
- Organisational change management programme beyond platform adoption

****Note** While these items are out of scope for this RFP, the proposed platform must have the ability to integrate with CETA's existing or future systems in these categories.**

2.14. PROJECT CONSTRAINTS

Bidders must be aware of the following constraints:

I. Timeline

- The platform must be operational within 9 months of contract signature
- A phased implementation approach is acceptable, but the minimum viable product must be delivered within 6 months

II. Budget

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- Total budget envelope (3-year TCO) is within CETA's approved digital transformation programme budget.
- Pricing must be transparent with a clear breakdown of license, implementation, and support costs.

III. Operational

- Implementation must occur with minimal disruption to CETA's operations
- Critical reporting periods (financial year-end, strategic planning cycles) must be accommodated
- Existing systems must remain operational during the transition

IV. Compliance

- Solution must comply with all applicable South African legislation (POPIA, PFMA, etc.)
- Data residency requirements must be met (data sovereignty in South Africa)
- Security and privacy standards must align with government requirements

V. Resources

- CETA will assign a project manager and functional subject matter experts
- External resources (change management, business process optimisation) may be provided by CETA separately
- THE CETA ICT team will participate in technical aspects, but the primary implementation responsibility rests with the selected vendor

3. FUNCTIONAL REQUIREMENTS

This section defines the functional capabilities required from the Business Management Platform. Requirements are categorised as:

- ****MUST HAVE (M)**:** Mandatory requirements - solution must provide this capability
- ****SHOULD HAVE (S)**:** Highly desirable requirements - absence may impact evaluation score
- ****NICE TO HAVE (N)**:** Optional requirements - presence will enhance evaluation score

3.1. GOVERNANCE MODULE REQUIREMENTS

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I. Policy and Procedure Management

Requirements ID	Requirement Description	Priority
GOV-001	Centralized repository for organizational policies, procedures, and standards with version control	M
GOV-002	Workflow-driven policy approval process (draft, review, approve, publish) with configurable routing	M
GOV-003	Policy acknowledgment and attestation workflows with tracking and reporting	M
GOV-004	Automated policy review reminders based on configurable schedules	M
GOV-005	Policy impact assessment capability linking policies to affected processes, systems, and stakeholders	S
GOV-006	Policy exception management with approval workflows	S
GOV-007	Policy effectiveness monitoring with linkage to compliance obligations and risk controls	S
GOV-008	Search and retrieval functionality with metadata tagging	M
GOV-009	Comparison capability to view differences between policy versions	S
GOV-010	Integration with document management systems for policy document storage	M

II. Board and Committee Management

Requirements ID	Requirement Description	Priority
GOV-011	Meeting calendar and scheduling functionality	M
GOV-012	Agenda creation and management with document attachments	M
GOV-013	Board pack generation and automated distribution	M
GOV-014	Action item tracking with assignment, deadlines, and status monitoring	M
GOV-015	Minutes recording and approval workflow	M
GOV-016	Resolution tracking and implementation monitoring	M
GOV-017	Attendance tracking and quorum management	S

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Requirements ID	Requirement Description	Priority
GOV-018	Conflicts of interest declaration and management	M
GOV-019	Board evaluation and assessment functionality	N
GOV-020	Secure portal for board member access to papers and information	M

III. Data Governance

Requirements ID	Requirement Description	Priority
GOV-021	Data classification framework implementation (confidential, restricted, public)	M
GOV-022	Data ownership and stewardship assignment	M
GOV-023	Data quality rules definition and monitoring	S
GOV-024	Data lineage and metadata management	S
GOV-025	Integration with data privacy management for POPIA compliance	M
GOV-026	Master data management capabilities for reference data	S

IV. Organisational Structure Management

Requirements ID	Requirement Description	Priority
GOV-027	Configurable organizational hierarchy (divisions, departments, units, teams)	M
GOV-028	Ability to model multiple organizational views (functional, geographical, project-based)	S
GOV-029	Delegation of authority framework with limits and approval matrices	M
GOV-030	Integration with HRIS for organizational structure synchronization	S

V. Stakeholder Management

Requirements ID	Requirement Description	Priority
GOV-031	Stakeholder register with classification and contact information	M
GOV-032	Stakeholder engagement planning and tracking	S
GOV-033	Communication log and interaction history	S
GOV-034	Stakeholder satisfaction measurement and reporting	N
GOV-035:	ESG (Environmental, Social, Governance) Management	S

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Requirements ID	Requirement Description	Priority
	The system must support ESG management, including: - ESG framework alignment with global standards (GRI, SASB, King IV) - Environmental metrics (carbon footprint, energy, waste, water) - Social metrics (employment equity, skills development, community) - Governance metrics (board composition, ethics, transparency) - ESG dashboards, target setting, and reporting	
GOV-036	Idea and Innovation Management The platform should support idea management including: - Idea submission portal - Idea evaluation and scoring workflow - Implementation tracking for approved ideas - Innovation metrics and reporting	N

3.2. PERFORMANCE MANAGEMENT REQUIREMENTS

3.2.1. Strategic Planning and Execution

I. REQ-PM-001: Strategy Formulation

The system must support comprehensive strategic planning capabilities, including:

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- Vision and mission statement management
- Strategic theme definition and categorisation
- Multi-year strategic planning cycles
- Integration with MTSF (Medium Term Strategic Framework) alignment
- DPME (Department of Planning, Monitoring and Evaluation) framework compliance

II. REQ-PM-002: Strategy Mapping

The solution must provide visual strategy mapping tools that:

- Create cause-and-effect linkages between strategic objectives
- Support multiple perspectives (Financial, Customer, Internal Process, Learning & Growth)
- Enable cascade from the entity level to division, department, and individual levels.
- Provide swim-lane visualisation for cross-functional strategies
- Support custom perspective definitions beyond the standard balanced scorecard

III. REQ-PM-003: Objective Definition and Management

The platform must enable users to:

- Define strategic objectives with clear descriptions
- Assign objective owners and contributors
- Set target completion dates and milestones
- Link objectives to organisational structure
- Track objective status and completion percentage
- Archive and version control historical objectives

IV. REQ-PM-004: Objective Weighting and Prioritisation

The system must allow:

- Assignment of relative weights to objectives (totalling 100%)
- Dynamic re-weighting during planning cycles
- Priority ranking (High, Medium, Low) with colour coding
- Impact vs Effort matrix visualisation
- Resource allocation based on priority

3.2.2. Key Performance Indicators (KPI) Management

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I. REQ-PM-005: KPI Library and Repository

The solution must provide:

- Centralised KPI library with reusable definitions
- KPI categorisation by type (lagging, leading, qualitative, quantitative)
- Standard KPI templates aligned to sector best practices
- KPI versioning and change history
- Search and filter capabilities across all KPIs

II. REQ-PM-006: KPI Definition and Configuration

For each KPI, the system must capture:

- KPI name, description, and rationale
- Measurement unit and data type
- Calculation formula (automated where possible)
- Data source and collection method
- Collection frequency (daily, weekly, monthly, quarterly, annually)
- Responsible data owner
- Target values and thresholds (actual, target, upper/lower limits)
- Benchmarking references

III. REQ-PM-007: KPI Target Setting

The platform must support:

- Annual and multi-year target setting
- Stretch targets vs baseline targets
- Target adjustment workflows with approval
- Historical target comparison
- Industry benchmark integration
- SMART target validation prompts

IV. REQ-PM-008: KPI Data Capture

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The system must enable:

- Manual data entry with validation rules
- Automated data import from source systems
- Bulk data upload via templates (Excel, CSV)
- Mobile data capture capability
- Evidence attachment (documents, images, links)
- Data quality checks and error flagging

V. REQ-PM-009: KPI Scoring and RAG Status

The solution must:

- Automatically calculate performance scores based on actual vs target
- Apply configurable traffic light (RAG) rules
- Support multiple scoring methodologies (linear, non-linear, milestone-based)
- Display historical RAG trend analysis
- Enable manual override with justification for exceptional circumstances
- Send alerts when KPIs fall below thresholds

VI. REQ-PM-010: KPI Dashboards and Visualisation

The platform must provide:

- Executive summary dashboards with drill-down capability
- Divisional and departmental performance views
- Gauge, speedometer, and trend line visualisations
- Heat maps showing performance across multiple dimensions
- Peer comparison charts
- Export capabilities (PDF, PowerPoint, Excel)

3.2.3. Performance Reporting

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I. REQ-PM-011: Standard Report Templates

The system must include pre-configured reports for:

- Monthly performance reports
- Quarterly business reviews
- Annual performance assessments
- Board and EXCO reporting packs
- DPME quarterly submissions
- Shareholder annual reports

II. REQ-PM-012: Custom Report Builder

The solution must provide:

- Drag-and-drop report designer
- Selection of metrics, dimensions, and filters
- Report scheduling and automated distribution
- Multi-format export (PDF, Word, Excel, PowerPoint)
- Report templates with CETA branding
- Page numbering and table of contents generation

III. REQ-PM-013: Performance Narratives

The platform must support:

- Text-based commentary and analysis entry
- Inline variance explanation
- Rich text formatting capabilities
- Attachment of supporting documents
- Review and approval workflows for narratives
- Historical narrative archive

IV. REQ-PM-014: Comparative Analysis

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The system must enable:

- Period-over-period comparison (month-on-month, year-on-year)
- Peer organisation benchmarking
- Target vs actual variance analysis
- Top/bottom performer identification
- Trend analysis with forecasting
- What-if scenario modelling

3.2.4. Project and Initiative Tracking

I. REQ-PM-015: Project Portfolio Management

The solution must support:

- Project portfolio definition and categorisation
- Strategic initiative linkage to objectives
- Project lifecycle management (initiation to closure)
- Resource allocation and capacity planning
- Budget tracking and variance reporting
- Portfolio prioritisation and scoring

II. REQ-PM-016: Project Milestone Tracking

The platform must enable:

- Milestone definition with target dates
- Status tracking (not started, in progress, complete, delayed)
- Dependency mapping between milestones
- Critical path identification
- Gantt chart visualisation
- Milestone completion evidence uploads

III. REQ-PM-017: Project Health Indicators

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The system must track:

- Schedule performance (on time, ahead, delayed)
- Budget performance (on budget, under, over)
- Quality metrics and acceptance criteria
- Risk exposure levels
- Overall project RAG status
- Lessons learned documentation

IV. REQ-PM-018: Resource Management

The solution must provide:

- Resource pool definition and availability
- Resource allocation to projects and activities
- Capacity vs demand analysis
- Skills inventory and matching
- Time tracking integration
- Resource cost tracking

3.2.5. Performance Review and Improvement

I. REQ-PM-019: Performance Review Cycles

The platform must support:

- Configurable review cycles (monthly, quarterly, annually)
- Review meeting scheduling and agenda management
- Action item capture and tracking
- Decision log maintenance
- Review pack generation
- Attendee notifications and reminders

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II. REQ-PM-020: Action and Intervention Management

The system must enable:

- Corrective action plan creation
- Action owner assignment
- Due date tracking with escalation
- Action status management
- Impact assessment
- Action effectiveness measurement

III. REQ-PM-021: Continuous Improvement Initiatives

The solution must support:

- Improvement opportunity identification
- Root cause analysis documentation
- Improvement initiative business case
- Benefits realisation tracking
- Best practice sharing
- Lessons learned repository

IV. REQ-PM-022: Performance Forecasting

The platform must provide:

- Trend-based forecasting algorithms
- Manual forecast entry and adjustment
- Forecast vs actual variance analysis
- Confidence interval display
- Multi-scenario forecasting
- Early warning indicators

3.2.6. Balanced Scorecard Implementation

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I. REQ-PM-023: Balanced Scorecard Framework

The system must support:

- Classic balanced scorecard perspectives
- Custom perspective definition
- Perspective weighting and scoring
- Cascade from corporate to individual scorecards
- Perspective colour-coding and branding
- Perspective-based filtering and reporting

II. REQ-PM-024: Scorecard Hierarchy

The solution must enable:

- Corporate/entity level scorecard
- Divisional scorecards linked to corporate
- Departmental scorecards linked to divisions
- Individual performance contracts
- Automatic roll-up of scores through hierarchy
- Drill down from the entity to the individual level

III. REQ-PM-025: Scorecard Visualisation

The platform must display:

- Spider/radar charts for a multi-dimensional view
- Weighted average scores by perspective
- Trend lines showing improvement/decline
- Benchmark comparison overlays
- Executive summary views
- Mobile-optimised scorecard views

3.2.7. Stakeholder Performance Management

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I. REQ-PM-026: Stakeholder Relationship Tracking

The system must support:

- Stakeholder identification and categorisation
- Relationship strength assessment
- Engagement activity logging
- Satisfaction surveys and feedback
- Service level agreement monitoring
- Stakeholder communication management

II. REQ-PM-027: Service Delivery Metrics

The solution must track:

- Customer/stakeholder satisfaction scores
- Service level compliance percentage
- Response time metrics
- Resolution time metrics
- First-time resolution rates
- Net Promoter Score (NPS) calculation

3.2.8. Budget and Financial Performance

I. REQ-PM-028: Budget vs Actual Tracking

The platform must enable:

- Budget allocation by programme, project, and cost centre
- Actual expenditure capture and import
- Variance analysis (rand value and percentage)
- Commitment tracking
- Budget reallocation workflows
- Multi-year budget planning



II. REQ-PM-029: Financial Performance Indicators

The system must calculate and display:

- Budget utilisation percentage
- Cost per output/outcome
- Return on investment (ROI)
- Cost efficiency ratios
- Procurement savings achieved
- Financial sustainability metrics

3.2.9. Operational Performance Monitoring

I. REQ-PM-030: Process Performance Metrics

The solution must track:

- Process cycle times
- Process efficiency rates
- Error and defect rates
- Rework percentages
- Throughput volumes
- Process cost metrics

II. REQ-PM-031: Productivity Metrics

The platform must monitor:

- Output per employee metrics
- Cost per transaction
- Service delivery volumes
- Processing turnaround times
- Automation rates
- Resource utilisation percentages

3.2.10. People Performance and HR Metrics

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I. REQ-PM-032: Workforce Analytics

The system must provide:

- Headcount reporting by division/department
- Vacancy rate tracking
- Staff turnover rate calculation
- Employment equity statistics
- Training days per employee
- Skills gap analysis

II. REQ-PM-033: Individual Performance Management

The solution must support:

- Performance contract creation and approval
- Individual KPI alignment to organisational KPIs
- Mid-year and annual review workflows
- Performance rating and scoring
- Development plan tracking
- Succession planning linkage

3.2.11. Innovation and Transformation Metrics

I. REQ-PM-034: Transformation Indicators

The platform must track:

- Digital transformation milestones
- Process automation achievements
- Technology adoption rates
- Change management metrics
- Innovation pipeline metrics
- Transformation ROI



II. REQ-PM-035: B-BBEE Performance Tracking

The system must monitor:

- B-BBEE scorecard elements
- Procurement spend with designated suppliers
- Skills development investment
- Enterprise and supplier development initiatives
- Socioeconomic development contributions
- Overall B-BBEE level achievement

3.2.12. Advanced Analytics and Insights

I. REQ-PM-036: Predictive Analytics

The solution must provide:

- Machine learning-based performance predictions
- Anomaly detection in performance data
- Correlation analysis between variables
- Pattern recognition in historical data
- Risk probability calculations
- Recommended actions based on analytics

II. REQ-PM-037: What-If Analysis

The platform must enable:

- Scenario modelling capability
- Variable adjustment and impact simulation
- Multi-dimensional sensitivity analysis
- Best-case/worst-case/most-likely scenarios
- Decision support recommendations
- Scenario comparison visualisation

III. REQ-PM-038: Performance Intelligence

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The system must deliver:

- Automated insights and commentary generation
- Performance alerts and notifications
- Exception reporting
- Trend detection and alerts
- Benchmark deviation highlighting
- Natural language summary generation

3.2.13. Integration and Data Management

I. REQ-PM-039: Data Integration

The solution must integrate with:

- Financial management systems (Microsoft Dynamics, iLMS, Sage, etc)
- Human resource management systems
- Project management tools
- CRM systems
- Industry benchmark databases
- Government reporting platforms (DPME, DHET, etc)

II. REQ-PM-040: Data Quality Management

The platform must ensure:

- Data validation rules at the point of capture
- Data completeness checks
- Duplicate detection and prevention
- Data accuracy verification workflows
- Data lineage and audit trails
- Master data management

III. REQ-PM-041: Performance Data Governance

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The system must support:

- Data ownership assignment
- Data stewardship roles and responsibilities
- Data dictionary and metadata management
- Data retention and archiving policies
- Data access controls by role
- Data quality scorecards

3.2.14. Mobile and Collaboration

I. REQ-PM-042: Mobile Performance Management

The solution must provide:

- Mobile-responsive dashboard access
- Mobile data capture capability
- Mobile approval workflows
- Offline data capture with synchronisation
- Push notifications for performance alerts
- Mobile report viewing and export

II. REQ-PM-043: OKR (Objectives and Key Results) Framework Support

The solution should support the OKR methodology, including:

- Objective definition at the company, team, and individual levels
- Key Results with measurable outcomes and 0-1 scoring
- OKR alignment and cascade across hierarchy
- OKR cycle management (quarterly, annual)
- OKR dashboards and reporting

III. REQ-PM-044: Project Templates

The platform should provide project template management, including:

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- Pre-configured templates by project type
- Template library with versioning
- Template-based project initiation
- Custom template creation

IV. REQ-PM-045: Project Time Tracking

The system should support time tracking, including:

- Time entry against projects, tasks, and activities
- Timesheet submission and approval workflows
- Time reports by employee, project, and period
- Actual vs planned time analysis

V. REQ-PM-046: Meeting Management

The platform should provide meeting management, including:

- Meeting scheduling and calendar integration
- Agenda creation with attachments
- Minutes capture and approval workflow
- Action item extraction and tracking from meetings
- Meeting document repository

3.3. RISK MANAGEMENT REQUIREMENTS (38 Requirements)

3.3.1. Risk Identification and Assessment

I. REQ-RM-001: Risk Universe and Taxonomy

The system must support:

- Enterprise-wide risk taxonomy/categorisation
- Custom risk categories aligned to CETA operations
- Risk type classification (strategic, operational, financial, compliance, reputational)

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- Risk ownership by business unit
- Risk hierarchy (enterprise, divisional, departmental, project)
- Risk tag and keyword management

II. REQ-RM-002: Risk Register

The solution must provide:

- Centralised risk register accessible by authorised users
- Unique risk identifier, Risk title and detailed description for each risk
- Risk owner and risk manager assignment
- Risk date identified and date of last review
- Risk status (active, closed, transferred, accepted)
- Risk cause, event, and consequence articulation

III. REQ-RM-003: Risk Assessment Methodology

The platform must enable:

- Likelihood assessment (probability of occurrence)
- Impact/consequence assessment (severity)
- Configurable likelihood scales (1-5 or custom)
- Configurable impact scales by category (financial, reputational, operational, etc.)
- Inherent risk calculation (likelihood × impact before controls)
- Residual risk calculation (likelihood × impact after controls)
- Risk velocity/speed of onset assessment

IV. REQ-RM-004: Risk Rating and Prioritisation

The system must provide:

- Risk score calculation and display
- Risk heat map visualisation
- Risk priority ranking (critical, high, medium, low)
- Risk appetite threshold comparison
- Top risk reporting
- Risk concentration analysis



V. REQ-RM-005: Risk Assessment Workflows

The solution must support:

- Structured risk assessment processes
- Assessment scheduling (monthly, quarterly, annually)
- Multi-stakeholder assessment collaboration
- Assessment review and approval workflows
- Assessment documentation and evidence
- Assessment version control and history

3.3.2. Risk Treatment and Control Management

I. REQ-RM-006: Risk Response Strategies

The platform must enable selection and documentation of:

- Avoid: eliminate the risk source
- Reduce/Mitigate: implement controls to reduce the likelihood or impact
- Transfer: insurance or outsourcing
- Accept: acknowledge and monitor
- Exploit: for opportunity risks
- Response strategy rationale documentation

II. REQ-RM-007: Control Library

The system must provide:

- Centralised control library
- Control categorisation (preventive, detective, corrective)
- Control type (manual, automated, IT-dependent)
- Standard control templates
- Control effectiveness ratings
- Reusable control assignment

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III. REQ-RM-008: Control-Risk Linkage

The solution must enable:

- Linking multiple controls to each risk
- Identifying risks covered by each control
- Control redundancy analysis
- Control gap identification
- Control effectiveness in risk reduction
- Cost-benefit analysis of controls

IV. REQ-RM-009: Control Design and Implementation

The platform must document:

- Control objective and description
- Control the owner and operator
- Control frequency (continuous, daily, weekly, monthly, etc.)
- Control procedure/process documentation
- Control testing methodology
- Control implementation date

V. REQ-RM-010: Control Testing and Assurance

The system must support:

- Test plan creation and scheduling
- Test execution documentation
- Test results recording (effective, ineffective, partially effective)
- Control deficiency identification
- Remediation action tracking
- Control audit trail



VI. REQ-RM-011: Control Effectiveness Rating

The solution must calculate:

- Design effectiveness (is the control appropriately designed?)
- Operating effectiveness (is the control working as intended?)
- Overall control effectiveness score
- Trend analysis of control effectiveness
- Alert for deteriorating control effectiveness
- Control maturity assessment

3.3.3. Risk Monitoring and Reporting

I. REQ-RM-012: Risk Dashboard

The platform must provide:

- Executive risk dashboard with key risk indicators
- Risk heat map by category
- Risk trend analysis
- Top 10 risks display
- Risks by ownership
- Overdue risk actions
- Control effectiveness summary

II. REQ-RM-013: Risk Reporting

The system must generate:

- Board risk reports
- Risk committee reports
- Divisional risk reports
- Project risk reports
- Combined assurance reports
- Incident reports
- Emerging risk reports



III. REQ-RM-014: Key Risk Indicators (KRI)

The solution must enable:

- KRI definition and configuration
- KRI thresholds and triggers
- Automated KRI data capture
- KRI trending and analysis
- KRI-to-risk linkage
- KRI alerts and notifications

IV. REQ-RM-015: Risk Appetite and Tolerance

The platform must support:

- Enterprise risk appetite statement
- Risk tolerance levels by category
- Risk appetite monitoring
- Appetite vs exposure comparison
- Risk limit breach alerts
- Appetite review and approval workflows

3.3.4. Issue and Incident Management

I. REQ-RM-016: Incident Logging

The system must enable:

- Incident capture and classification
- Incident severity assignment
- Incident description and evidence
- Incident date, time, and location
- Incident reporter identification

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- Incident linkage to risks and controls

II. REQ-RM-017: Incident Investigation

The solution must support:

- Investigation assignment and workflow
- Root cause analysis documentation
- Contributing factor identification
- Investigation findings and conclusions
- Evidence attachment and management
- Investigation approval process

III. REQ-RM-018: Incident Response Management

The platform must facilitate:

- Immediate action documentation
- Corrective action planning
- Preventive action identification
- Action owner assignment
- Action due dates and reminders
- Action completion verification

IV. REQ-RM-019: Incident Reporting and Analysis

The system must provide:

- Incident frequency reporting
- Incident cost impact calculation
- Incident trend analysis
- Repeat incident identification
- Near-miss reporting
- Lessons learned documentation



3.3.5. Business Continuity and Resilience

I. REQ-RM-020: Business Impact Analysis

The solution must support:

- Critical process identification
- Impact assessment (financial, operational, reputational)
- Maximum tolerable downtime determination
- Recovery time objective (RTO) setting
- Recovery point objective (RPO) setting
- Resource dependency mapping

II. REQ-RM-021: Business Continuity Plans

The platform must enable:

- Continuity strategy documentation
- Alternative operating procedures
- Recovery team identification
- Communication plans during disruptions
- Supplier continuity assessment
- Plan approval and distribution

III. REQ-RM-022: Business Continuity Testing

The system must facilitate:

- Test scenario creation
- Test scheduling and execution
- Test results documentation
- Gap identification from tests
- Plan updates based on test findings
- Test frequency tracking



IV. REQ-RM-023: Crisis Management

The solution must support:

- Crisis response protocols
- Crisis team activation
- Communication cascades
- Stakeholder notification
- Crisis log maintenance
- Post-crisis review

3.3.6. Third-Party and Supply Chain Risk

I. REQ-RM-024: Third-Party Risk Assessment

The platform must enable:

- Supplier/vendor risk profiling
- Due diligence documentation
- Contract risk assessment
- Financial stability evaluation
- Cybersecurity posture assessment
- Ongoing monitoring of third parties

II. REQ-RM-025: Supply Chain Risk Mapping

The system must support:

- Supply chain dependency identification
- Single point of failure detection
- Geographic risk concentration
- Alternative supplier identification
- Supply chain resilience scoring
- Disruption impact simulation



3.3.7. Emerging and Strategic Risks

I. REQ-RM-026: Emerging Risk Identification

The solution must facilitate:

- Environmental scanning inputs
- Trend analysis and horizon scanning
- Scenario planning for future risks
- Innovation risk assessment
- Disruptive technology impact analysis
- Early warning indicator monitoring

II. REQ-RM-027: Strategic Risk Integration

The platform must enable:

- Strategic objective-risk linkage
- Risk impact on strategy achievement
- Strategic planning-risk integration
- Board-level strategic risk reporting
- Strategy risk workshops documentation
- Risk-adjusted strategic targets

3.3.8. Risk Culture and Awareness

I. REQ-RM-028: Risk Communication

The system must support:

- Risk awareness communications
- Risk training material management
- Risk workshop facilitation tools
- Risk culture surveys
- Risk champion network management

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- Risk success stories sharing

II. REQ-RM-029: Risk Ownership and Accountability

The solution must enforce:

- Clear risk owner assignment
- Risk manager responsibilities
- Escalation protocols
- Accountability reporting
- Performance linkage to risk management
- Risk maturity assessment

3.3.9. Compliance and Regulatory Risk

I. REQ-RM-030: Regulatory Change Management

The platform must enable:

- Regulatory horizon scanning
- Legislative change impact assessment
- Compliance obligation-risk linkage
- Regulatory risk scoring
- Regulatory breach consequences
- Regulatory relationship management

II. REQ-RM-031: Legal and Litigation Risk

The system must support:

- Legal case tracking
- Litigation probability and impact
- Legal costs monitoring
- Contractual obligation tracking
- Legal risk mitigation strategies
- Legal precedent and lessons learned



3.3.10. Technology and Cyber Risk

I. REQ-RM-032: IT Risk Assessment

The solution must facilitate:

- IT asset inventory and risk assessment
- Information security risk evaluation
- Data privacy risk identification
- Technology obsolescence risk
- Vendor technology risk
- Cloud services risk assessment

II. REQ-RM-033: Cyber Security Risk Management

The platform must support:

- Cyber threat identification
- Vulnerability assessment tracking
- Cyber incident management
- Data breach risk evaluation
- Cyber resilience metrics
- Cybersecurity control effectiveness

3.3.11. Project and Programme Risk

I. REQ-RM-034: Project Risk Register

The system must enable:

- Project-specific risk registers
- Project risk-enterprise risk linkage
- Project risk assessment and scoring
- Project risk response tracking
- Project risk reviews

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- Project risk escalation to the portfolio

II. REQ-RM-035: Programme Risk Aggregation

The solution must support:

- Cross-project risk aggregation
- Programme risk dashboard
- Correlated risk identification
- Resource risk across projects
- Portfolio risk prioritisation
- Programme risk reporting

3.3.12. Integration and Analytics

I. REQ-RM-036: Risk-Performance Integration

The platform must enable:

- Risk impact on KPIs
- Risk-adjusted performance reporting
- Risk trigger-performance correlation
- Combined risk-performance dashboards
- Risk mitigation cost vs performance benefit
- Risk event-performance deviation analysis

II. REQ-RM-037: Risk Analytics

The system must provide:

- Risk trend analysis
- Predictive risk modelling
- Risk correlation analysis
- Monte Carlo simulation capability
- Risk concentration analysis
- Risk appetite utilisation analytics

III. REQ-RM-038: Risk Data Governance

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The solution must ensure:

- Risk data quality standards
- Risk data completeness validation
- Risk data accuracy verification
- Risk reporting audit trails
- Risk data retention policies
- Risk metadata management

IV. REQ-RM-039: Risk Control Self-Assessment (RCSA)

The solution must support RCSA processes, including:

- RCSA questionnaire design and distribution
- Self-assessment by risk and control owners
- Automated scoring and analysis
- Control gap identification
- RCSA dashboard and reporting

V. REQ-RM-040: Risk Modelling and Simulation

The platform should provide risk modelling, including:

- Monte Carlo simulation for risk quantification
- Scenario analysis and stress testing
- Sensitivity analysis
- Value at Risk (VaR) calculations are applicable
- Simulation results visualisation

VI. REQ-RM-041: Risk Templates

The system should support risk templates, including:

- Pre-configured templates by risk category
- Template library management
- Multiple consequence types per template
- Template-based risk registration

VII. REQ-RM-042: Risk Radar Visualisation

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The solution should provide a risk radar display, including:

- Radar/spider chart visualisation
- Multi-dimensional risk display
- Time-based risk movement tracking

VIII. REQ-RM-043: Reputational Risk Management

The platform should support reputational risk, including:

- Reputational risk identification and assessment
- Stakeholder perception tracking
- Brand impact assessment
- Crisis communication plan linkage

IX. REQ-RM-044: Safety and OHS Risk Management

The system should support occupational safety, including:

- OHS risk register and hazard identification
- Safety incident and near-miss reporting
- Safety investigation workflow
- Safety performance indicators (LTIFR, DIFR)
- Safety compliance tracking against the OHS Act

3.4. COMPLIANCE MANAGEMENT REQUIREMENTS (34 Requirements)

3.4.1. Regulatory Universe and Obligation Management

I. REQ-CM-001: Regulatory Library

The system must maintain:

- Comprehensive register of all applicable legislation
- Regulation categorisation (skills development, labour, financial, sector-specific)
- Regulation source documentation and links
- Effective dates and amendment history

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- Regulation ownership assignment
- Regulation applicability assessment

II. REQ-CM-002: Obligation Inventory

The solution must enable:

- Detailed obligation extraction from legislation
- Obligation unique identifier
- Obligation description and requirements
- Obligation frequency (one-time, recurring)
- Obligation due dates and recurrence rules
- Obligation responsible person/division

III. REQ-CM-003: Obligation Mapping

The platform must support:

- Obligation-to-business process mapping
- Obligation-to-control linkage
- Obligation-to-policy mapping
- Obligation-to-risk linkage
- Cross-obligation dependency identification
- Obligation consolidation and de-duplication

IV. REQ-CM-004: Regulatory Change Management

The system must facilitate:

- Monitoring for regulatory changes
- Change impact assessment workflow
- Affected obligation identification
- Gap analysis against the current state
- Remediation plan development
- Change implementation tracking

3.4.2. Compliance Assessment and Monitoring

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I. REQ-CM-005: Compliance Testing Plans

The solution must enable:

- Test plan creation by obligation
- Test frequency scheduling
- Test methodology documentation
- Sample selection criteria
- Test evidence requirements
- Tester assignment

II. REQ-CM-006: Compliance Testing Execution

The platform must support:

- Test execution checklist
- Evidence collection and attachment
- Test findings documentation
- Compliance rating (compliant, partially compliant, non-compliant)
- Exception and deviation recording
- Re-test scheduling for failures

III. REQ-CM-007: Compliance Status Tracking

The system must provide:

- Real-time compliance status by obligation
- Compliance percentage calculation
- Overdue obligation alerts
- Compliance trend over time
- Division/department compliance comparison
- Exemption and waiver tracking

IV. REQ-CM-008: Self-Assessment Questionnaires

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The solution must enable:

- Questionnaire design and configuration
- Distribution to responsible individuals
- Response collection and consolidation
- Automated compliance scoring
- Response validation and approval
- Historical questionnaire comparison

3.4.3. Policy and Procedure Management

I. REQ-CM-009: Policy Repository

The platform must provide:

- Centralised policy document repository
- Policy categorisation and tagging
- Policy search and retrieval
- Policy version control
- Policy approval workflow
- Policy distribution and communication

II. REQ-CM-010: Policy Lifecycle Management

The system must support:

- Policy drafting and collaboration
- Review cycle scheduling
- Approval routing by policy type
- Publication and effective date management
- Policy retirement and archiving
- Policy ownership and stewardship

III. REQ-CM-011: Policy Compliance Attestation

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The solution must enable:

- Employee attestation campaigns
- Attestation status tracking
- Reminder and escalation for non-compliance
- Attestation reporting by division
- Attestation evidence retention
- Consequence management for non-attestation

IV. REQ-CM-012: Standard Operating Procedures (SOPs)

The platform must support:

- SOP document management
- SOP-to-policy linkage
- SOP workflow diagrams
- SOP training material attachment
- SOP compliance monitoring
- SOP update and version control

3.4.4. Audit Management

I. REQ-CM-013: Audit Universe

The system must maintain:

- Comprehensive audit universe
- Audit area categorisation
- Risk-based audit prioritisation
- Audit cycle planning (annual, multi-year)
- Audit resource allocation
- Audit coverage analysis

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II. REQ-CM-014: Audit Planning

The solution must enable:

- Audit plan development
- Audit scope definition
- Audit objectives and criteria
- Audit team assignment
- Audit timeline and milestones
- Audit notification generation

III. REQ-CM-015: Audit Execution

The platform must support:

- Fieldwork documentation
- Finding capture and classification
- Severity rating (critical, high, medium, low)
- Evidence collection and storage
- Draft report collaboration
- Auditee response capture

IV. REQ-CM-016: Audit Reporting

The system must generate:

- Audit reports by standard template
- Executive summary of findings
- Detailed findings with evidence
- Management response inclusion
- Action plan with due dates
- Report distribution and acknowledgement

V. REQ-CM-017: Finding and Action Management

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The solution must track:

- Action plan for each finding
- Action owner and due date
- Action status (open, in progress, closed)
- Evidence of implementation
- Verification and closure approval
- Overdue action escalation

VI. REQ-CM-018: Follow-up Audits

The platform must facilitate:

- Follow-up audit scheduling
- Re-testing of previous findings
- Repeat finding identification
- Remediation effectiveness assessment
- Closure confirmation
- Persistent finding escalation

3.4.5. Compliance Reporting

I. REQ-CM-019: Regulatory Submission Management

The system must enable:

- Submission calendar and tracking
- Data compilation for submissions
- Draft submission review
- Approval workflow for submissions
- Submission evidence archiving
- Late submission risk flagging

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II. REQ-CM-020: Statutory Returns

The solution must support:

- Automated data extraction for returns
- Template population
- Calculation and validation checks
- Approval and sign-off
- Submission tracking and confirmation
- Historical submissions repository

III. REQ-CM-021: Board and Committee Reporting

The platform must generate:

- Compliance dashboards for the board
- Regulatory breach reporting
- Compliance KPI reporting
- Emerging compliance risks
- Audit findings summary
- Remediation progress reports

IV. REQ-CM-022: Exception and Breach Reporting

The system must facilitate:

- Breach incident logging
- Breach severity assessment
- Regulatory notification requirements
- Remediation action tracking
- Breach cost impact
- Lessons learned documentation

3.4.6. Training and Awareness

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I. REQ-CM-023: Compliance Training Management

The solution must support:

- Training needs identification
- Training programme scheduling
- Training attendance tracking
- Training effectiveness assessment
- Certification and competency tracking
- Refresher training scheduling

II. REQ-CM-024: Awareness Campaigns

The platform must enable:

- Campaign planning and execution
- Communication distribution
- Acknowledgement tracking
- Awareness assessment
- Campaign effectiveness measurement
- Best practice sharing

3.4.7. Ethics and Conduct Management

I. REQ-CM-025: Code of Conduct Management

The system must support:

- Code of Conduct Publication
- Annual declaration campaigns
- Conflict of interest disclosure
- Gift and hospitality register
- Breach investigation workflow
- Disciplinary action tracking

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II. REQ-CM-026: Whistleblowing and Hotline

The solution must provide:

- Anonymous tip-off reporting
- Case intake and classification
- Investigation workflow
- Confidentiality protection
- Resolution and outcome tracking
- Whistleblower protection monitoring

III. REQ-CM-027: Disciplinary Management

The platform must track:

- Disciplinary cases by type
- Investigation process
- Hearing scheduling and outcomes
- Sanctions and consequences
- Appeals process
- Recurrence and trend analysis

3.4.8. Licence and Certificate Management

I. REQ-CM-028: Licence Register

The system must maintain:

- Inventory of all licences and permits
- Licence type, number, and issuing authority
- Licence effective date and expiry
- Renewal requirements and process
- Licence owner and custodian
- Licence status (active, expired, suspended, revoked)

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II. REQ-CM-029: Renewal Management

The solution must provide:

- Renewal reminders and alerts
- Renewal application workflow
- Document preparation and submission
- Payment tracking
- Approval and receipt capture
- Non-renewal risk escalation

3.4.9. Third-Party Compliance

I. REQ-CM-030: Vendor Compliance Due Diligence

The platform must support:

- Supplier compliance requirements definition
- Due diligence checklist
- Compliance certificate collection
- Insurance verification
- B-BBEE certificate validation
- Tax clearance verification

II. REQ-CM-031: Contractor Compliance Monitoring

The system must enable:

- Ongoing contractor compliance checks
- Site safety compliance
- Labour law compliance
- Quality standard adherence
- Non-compliance reporting
- Contract termination for breach

3.4.10. Data Protection and Privacy Compliance

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I. REQ-CM-032: POPIA Compliance

The solution must support POPIA (Protection of Personal Information Act) requirements, including:

- Personal information inventory
- Processing purpose documentation
- Consent management
- Data subject rights management
- Data breach notification
- Privacy impact assessments

II. REQ-CM-033: Data Retention and Disposal

The platform must enable:

- Retention schedule management
- Automated retention enforcement
- Disposal approval workflows
- Certificate of destruction
- Legal hold management
- Compliance with archival requirements

3.4.11. Compliance Integration

I. REQ-CM-034: Integrated GRC

The system must provide:

- Compliance-risk linkage
- Compliance impact on performance
- Combined assurance dashboards
- Cross-functional compliance view
- GRC analytics and insights
- Unified GRC reporting

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II. REQ-CM-035: Privacy Impact Assessment (PIA/DPIA)

The system must support privacy impact assessments, including:

- PIA/DPIA template creation and management
- Structured impact assessment workflow
- Privacy risk identification and scoring
- Mitigation action tracking
- Integration with POPIA compliance obligations

3.5. INTEGRATION AND INTEROPERABILITY REQUIREMENTS

3.5.1. System Integration Architecture

I. REQ-INT-001: Integration Framework

The solution must provide:

- Open API architecture (RESTful APIs)
- API documentation (Swagger/OpenAPI specification)
- Authentication mechanisms (OAuth 2.0, API keys)
- Rate limiting and throttling
- API versioning strategy
- Sandbox environment for integration testing

II. REQ-INT-002: Enterprise Service Bus (ESB) Support

The platform must support:

- Standard ESB integration patterns
- Message queue integration
- Publish-subscribe patterns
- Request-response patterns
- Error handling and retry logic
- Transaction management

III. REQ-INT-003: Data Integration Protocols

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The system must support:

- SOAP and RESTful web services
- File-based integration (FTP, SFTP)
- Database-level integration (ODBC, JDBC)
- Real-time and batch integration
- ETL (Extract, Transform, Load) capabilities
- Event-driven integration

IV. REQ-INT-004: Integration Monitoring

The solution must provide:

- Integration health dashboards
- API call logging and auditing
- Performance metrics (latency, throughput)
- Error rate monitoring
- Alert and notification for failures
- Integration usage analytics

3.5.2. Financial System Integration

I. REQ-INT-005: General Ledger Integration

The platform must integrate with financial systems to:

- Import budget data by cost centre and account
- Import actual expenditure data
- Import commitment data
- Reconcile financial data
- Support multiple charts of accounts
- Handle multi-currency transactions

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II. REQ-INT-006: Procurement System Integration

The system must exchange data with procurement platforms for:

- Purchase order information
- Supplier payment data
- Contract value and milestones
- Procurement savings
- Supplier performance metrics
- Spend analysis data

3.5.3. Human Resource System Integration

I. REQ-INT-007: HRIS Integration

The solution must integrate with HR systems to:

- Import employee master data
- Import organisational structure
- Sync position and job data
- Import headcount and vacancy data
- Import performance appraisal data
- Import training and development data

II. REQ-INT-008: Leave and Time Management Integration

The platform must exchange data for:

- Employee attendance data
- Leave balances and utilisation
- Overtime and shift data
- Time-to-project allocation
- Payroll interface data
- Absenteeism metrics

3.5.4. Project Management Integration

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I. REQ-INT-009: Project Portfolio Integration

The system must integrate with project management tools to:

- Import project master data
- Sync project schedules and milestones
- Import resource allocation
- Sync project budget and actuals
- Import project status and health
- Import risk and issue logs

II. REQ-INT-010: Task and Workflow Integration

The solution must support:

- Microsoft Project integration
- Primavera P6 integration
- Jira/Azure DevOps integration
- Task status synchronisation
- Document linkage
- Time tracking integration

3.5.5. Customer Relationship Management Integration

I. REQ-INT-011: CRM Data Exchange

The platform must integrate with CRM systems to:

- Import customer/stakeholder data
- Sync service requests and cases
- Import satisfaction surveys
- Import sales and opportunity data
- Exchange communication history
- Import loyalty and engagement metrics



3.5.6. Document Management Integration

I. REQ-INT-012: Document Repository Integration

The system must integrate with document management systems to:

- Link to policy documents
- Attach evidence and supporting documents
- Version control synchronisation
- Metadata exchange
- Search and retrieval
- Access control synchronisation

II. REQ-INT-013: SharePoint/OneDrive Integration

The solution must support:

- SharePoint document library integration
- OneDrive file storage
- Microsoft Teams integration
- Real-time document collaboration
- Document checkout/check-in
- Folder structure synchronisation

3.5.7. Communication and Collaboration Integration

I. REQ-INT-014: Email Integration

The platform must support:

- Email notification dispatch
- Email-to-task conversion
- Calendar invitation integration
- Email archiving and audit trail
- SMTP/Exchange server integration
- Email template management

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II. REQ-INT-015: Calendar and Scheduling Integration

The system must integrate with:

- Microsoft Outlook/Exchange
- Microsoft Calendar & Booking
- Meeting room booking systems
- Review meeting scheduling
- Deadline and reminder sync
- Attendee availability checking

III. REQ-INT-016: Collaboration Platform Integration

The solution must integrate with:

- Microsoft Teams
- Slack
- Zoom/Webex
- Instant messaging platforms
- Virtual meeting scheduling
- Chatbot and conversational interfaces

3.5.8. Business Intelligence and Analytics Integration

I. REQ-INT-017: BI Tool Integration

The platform must integrate with BI tools, including:

- Microsoft Power BI
- Microsoft Dynamic
- Data export to data warehouses
- Direct query capability

II. REQ-INT-018: Data Warehouse Integration

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The system must support:

- ETL to enterprise data warehouse
- Dimensional model export
- Fact and dimension table population
- Incremental data refresh
- Historical data archiving
- Data lineage tracking

3.5.9. Regulatory and Government Platform Integration

I. REQ-INT-019: DPME (Department of Planning, Monitoring and Evaluation) Integration

The solution must support:

- Quarterly performance report submission
- M&E framework alignment
- MTSF indicator mapping
- Data validation against DPME standards
- Automated submission preparation
- Submission tracking and acknowledgement

II. REQ-INT-020: Skills Development Platforms

The platform must integrate with:

- CETA MIS systems
- DHET reporting platforms
- National Learners' Records Database
- WSP/ATR submission systems
- Levy grant claim systems
- Learner registration systems

III. REQ-INT-021: National Treasury Systems



The system must support data exchange with:

- SCOA (Standard Chart of Accounts) compliance
- Department of Higher Education and Training (DHET) Reporting Compliance
- National Treasury reporting
- Dashboard submissions
- PFMA compliance reporting
- Budget submission formats
- Audit finding tracking (AGSA)

3.5.10. Identity and Access Management Integration

I. REQ-INT-022: Single Sign-On (SSO)

The solution must support:

- SAML 2.0 authentication
- OAuth 2.0 and OpenID Connect
- Active Directory integration
- Azure AD integration
- LDAP integration
- Multi-factor authentication (MFA)

II. REQ-INT-023: User Provisioning

The platform must enable:

- Automated user provisioning from the HR system
- Role-based access assignment
- De-provisioning on termination
- Access recertification workflows
- Privileged access management
- Guest and external user access

3.5.11. Mobile and IoT Integration

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I. REQ-INT-024: Mobile Application Integration

The system must provide:

- Native mobile app API support
- Push notification services
- Offline data synchronisation
- Mobile device management integration
- Mobile app analytics
- App store deployment support

II. REQ-INT-025: IoT and Sensor Integration

The solution must support (where applicable):

- Sensor data ingestion
- Real-time data streaming
- MQTT protocol support
- Industrial IoT integration
- Asset tracking integration
- Environmental monitoring data

3.5.12. Third-Party Application Integration

I. REQ-INT-026: SaaS Application Integration

The platform must integrate with typical SaaS applications, including:

- Microsoft Dynamic
- Workday
- ServiceNow
- Zendesk
- Survey tools (SurveyMonkey, Qualtrics)
- E-signature platforms (DocuSign, Adobe Sign)

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II. REQ-INT-027: Custom Application Integration

The system must support:

- Custom-built application integration
- Legacy system integration
- Middleware platform support
- Data transformation and mapping
- Custom connector development
- Integration testing frameworks

3.5.13. Data Export and Portability

I. REQ-INT-028: Data Export Capabilities

The solution must enable:

- Bulk data export in multiple formats (Excel, CSV, JSON, XML)
- Scheduled data extracts
- Data archiving to external storage
- Data portability for migration
- Historical data export
- Metadata export

3.6. REPORTING AND ANALYTICS REQUIREMENTS

3.6.1. Standard Reporting

I. REQ-REP-001: Pre-Built Report Library

The system must include pre-configured reports for:

- Executive summary dashboards
- Board reporting packs
- Quarterly business reviews
- Annual performance reports
- Risk committee reports

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- Audit committee reports
- Compliance status reports
- Project portfolio reports

II. REQ-REP-002: Scheduled Report Delivery

The solution must support:

- Report scheduling (daily, weekly, monthly, quarterly)
- Automated report generation
- Email distribution to distribution lists
- Report delivery to SharePoint/network drives
- Conditional report delivery (e.g., only if exceptions exist)
- Delivery confirmation and tracking

III. REQ-REP-003: Report Formatting and Branding

The platform must enable:

- Corporate branding and logo application
- Custom report templates
- Page headers and footers
- Page numbering and table of contents
- Cover pages and executive summaries
- Colour scheme customisation

IV. REQ-REP-004: Multi-Format Export

The system must export reports in:

- PDF (print-ready)
- Microsoft Word (editable)
- Microsoft Excel (data-ready)
- Microsoft PowerPoint (presentation-ready)
- HTML (web publishing)
- CSV (raw data)

3.6.2. Ad-Hoc Reporting

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I. REQ-REP-005: Self-Service Report Builder

The solution must provide users with:

- Drag-and-drop report designer
- Field selection from available data
- Filter and parameter configuration
- Grouping and sorting options
- Aggregation and calculation options
- Report preview before running

II. REQ-REP-006: Query and Filter Capabilities

The platform must enable:

- Multi-criteria filtering
- AND/OR logical operators
- Wildcard and pattern matching
- Date range selection
- Saved filter sets
- Dynamic filter population

III. REQ-REP-007: Report Sharing

The system must allow users to:

- Save custom reports
- Share reports with other users
- Publish reports to the organisational library
- Embed reports in dashboards
- Generate shareable links
- Control report access permissions

3.6.3. Dashboards and Visualisation

I. REQ-REP-008: Interactive Dashboards

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The solution must provide:

- Role-based default dashboards
- Customisable dashboard layouts
- Drag-and-drop widget placement
- Real-time data refresh
- Dashboard filtering and drill-down
- Dashboard export and sharing

II. REQ-REP-009: Visualisation Options

The platform must support:

- Bar, line, and area charts
- Pie and doughnut charts
- Gauge and speedometer displays
- Heat maps and matrix views
- Scatter plots and bubble charts
- Gantt charts and timelines
- Geographic maps
- Tree maps and sunburst diagrams

III. REQ-REP-010: Drill-Down and Drill-Through

The system must enable:

- Click-to-drill from summary to detail
- Multi-level drill-down hierarchy
- Breadcrumb navigation
- Drill through to source transactions
- Contextual filtering across visualisations
- Drill-down path saving

3.6.4. Advanced Analytics

I. REQ-REP-011: Statistical Analysis

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The solution must provide:

- Descriptive statistics (mean, median, mode, std dev)
- Trend analysis and forecasting
- Correlation analysis
- Regression analysis
- Outlier detection
- Confidence intervals

II. REQ-REP-012: Predictive Analytics

The platform must enable:

- Machine learning model integration
- Predictive scoring
- Anomaly detection
- Classification and clustering
- Time series forecasting
- What-if scenario analysis

III. REQ-REP-013: Natural Language Query

The system should support:

- Natural language question input
- Automated report generation from questions
- Voice-to-text query support
- Suggested questions based on context
- Query interpretation and disambiguation
- Natural language insights

3.6.5. Performance and Scalability

I. REQ-REP-014: Report Performance Optimisation

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The solution must ensure:

- Fast report rendering (<5 seconds for standard reports)
- Incremental data loading
- Report caching and pre-aggregation
- Query optimisation
- Background report generation for large reports
- Performance monitoring and tuning tools

II. REQ-REP-015: Concurrent User Support

The platform must handle:

- Minimum 100 concurrent users running reports
- Load balancing across servers
- Queue management for resource-intensive reports
- Priority-based report scheduling
- Fair resource allocation
- System performance under peak load

3.6.6. Data Visualisation and Storytelling

I. REQ-REP-016: Data Storytelling

The system must support:

- Narrative-driven reporting
- Automated insight generation
- Contextual commentary
- Annotation and highlighting
- Comparison and benchmarking
- Trend narrative descriptions

II. REQ-REP-017: Infographics and Presentations

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The solution must enable:

- Infographic-style visualisations
- Presentation mode for dashboards
- Auto-play and rotation of dashboards
- Full-screen display on monitors/TVs
- QR code generation for mobile access
- Social media sharing

3.6.7. Report Security and Audit

I. REQ-REP-018: Report Access Control

The platform must enforce:

- Role-based report access
- Row-level and column-level security
- Data masking for sensitive fields
- Watermarking on exported reports
- Download restrictions
- Report usage tracking

II. REQ-REP-019: Report Audit Trail

The system must log:

- Report access by user and timestamp
- Report generation parameters
- Data snapshot used for the report
- Export and download events
- Report distribution events
- Report modification history

3.6.8. Reporting Governance

I. REQ-REP-020: Report Certification

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The solution must support:

- Report approval workflows
- Report quality assurance
- Report version control
- Certified report designation
- Retirement of obsolete reports
- Report metadata management

4. PRICING SCHEDULE

1. Complete ALL sections of this pricing schedule
2. All prices must be in South African Rands (ZAR)
3. All prices must be VAT-exclusive (show VAT separately)
4. Prices must be valid for 12 months from the closing date
5. Annual escalation rate must be stated (maximum 6% per annum)
6. No hidden costs - all costs must be disclosed
7. Attach a detailed breakdown for each line item

4.1. Executive Summary Pricing

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Component	Year 1 (ZAR)	Years 2 (ZAR)	Years 3 (ZAR)	3-Year Total (ZAR)
A1. Software Licensing				
A2. Implementation Services				
A3. Training				
A4. Data Migration				
A5. Integration				
A6. Support and Maintenance				
A7. Hosting (if applicable)				
SUBTOTAL (Excl. VAT)				
VAT (15%)				
GRAND TOTAL (Incl. VAT)				

4.2. SECTION B: SOFTWARE LICENSING

4.2.1. LICENSING MODEL

Please indicate the licensing model proposed:

- ☐ Software as a Service (SaaS) - Annual subscription
- ☐ Perpetual License with Annual Maintenance
- ☐ Term License (specify term: ____ years)
- ☐ Other (specify): _____

4.2.2. USER LICENSING

User Type	Unit Price (ZAR)	Qty	Year 1 Total	Annual Recurring
Named Users (Full)		130		
Named Users (Read-only)				

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User Type	Unit Price (ZAR)	Qty	Year 1 Total	Annual Recurring
SUBTOTAL USER LICENSES				

Note: CETA requires minimum 130 named users with scalability to 300+ users.

4.2.3. SECTION C: IMPLEMENTATION SERVICES

Phase	Hours	Rate/Hour	Total (ZAR)
Phase 1: Project Initiation			
Phase 2: Configuration			
Phase 3: Integration			
Phase 4: Testing			
Phase 5: Deployment			
TOTAL IMPLEMENTATION			

4.2.4. THREE-YEAR TOTAL COST OF OWNERSHIP

Cost Category	Year 1	Year 2	Year 3	3-Year Total
Software Licensing				
Implementation Services				
Training				
Support and Maintenance				
SUBTOTAL (Excl. VAT)				
VAT (15%)				
GRAND TOTAL (Incl. VAT)				

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4.2.5. DECLARATION

I/We, the undersigned, declare that:

1. The prices quoted are valid for 12 months from the closing date of this RFP.
2. The prices are fixed for the contract period, subject only to the stated escalation rate.
3. All costs have been disclosed, and there are no hidden fees or charges.
4. The pricing is complete and includes all items necessary to deliver the solution.
5. The annual escalation rate will not exceed the stated percentage.

Please note the hourly rates given above are estimates and are only for comparison and evaluation purposes, they may increase depending on the needs, during the project.

Name of Bidder: _____

Authorised Signatory: _____

Designation: _____

Signature: _____

Date: _____

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5. EVALUATION CRITERIA

5.1. FUNCTIONALITY CATEGORIES SUMMARY

Category	Weight	Max Points
Vendor Capability and Experience	10%	10
Solution Capabilities	40%	40
Technical Architecture and Security	25%	25
Implementation Approach	15%	15
Training and Support	10%	10
TOTAL	100%	100

Minimum Qualifying Score: 70 points

5.2. Criterion 1 – Functionality

Functionality is worth 80 points. The minimum threshold is 70 points. Applicants who score less than 70 points on functionality will therefore be disqualified. Those who score 70 points or more will be further evaluated on demonstrations. The functionality evaluation is broken down as follows:

Past Relevant Experience (Attach contactable reference letters for system systems implemented - on client's letterhead). Please note CETA reserves the right to perform due diligence, verify any and all references supplied. Please note the following: Applicants must have specific experience and submit contactable references of similar work undertaken for Implementation of a business management platform or any of its modules of Governance, Compliance, Risk & Performance Management along with Framework, policies, processes and guidelines. Reference letters should not be more than 5 years old, from date of publication of this tender	Total – 20 points
Submission of five (5) or more reference letters in a company letterhead which indicates successful implementation of a system	20 points
Submission of two (2) to four (4) reference letters in a company letterhead which indicates successful implementation of a system	10 points
Submission of one (1) reference letter in a company letterhead which indicates successful implementation of a system	1 point

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Submission of one (1) reference letter in a company letterhead which indicates successful implementation of a system	0 Points
Methodology and Project Approach	Total – 20 points
1. Detailed project plan & methodology covering months from inception to conclusion with clear timelines (20 points). The project plan should address the following: • Project initiation (2 points) • Requirements gathering and analysis (2 points) • Design and Planning (2 points) • Development (3 points) • Testing (2 points) • Deployment (2 points) • Training (2 points) • Change management (3 points) • Support and maintenance (2 points)	
Team Composition: No less than 4 members of the team to be made up of South African citizens. All team members must provide a detailed CVs on a standardized template to be attached and associated/relevant qualifications for the relevant role. All team members must have no less than 5 years' experience in their respective fields:	Total – 20 points
The team must include: • Project Manager (4 points) • Business Analysts (5 points) • System Administrator (3 points) • Quality Assurance (Tester) (3 points) • Solution Integrator/Implementor (5 points)	
Implementation Plan & identified gaps and mitigation measures	Total = 20 points
Details on how you propose to digitise (currently using excel) the CETA's environment with specific regards to Governance, Compliance, Risk & Performance Management Framework, policies, processes and guidelines supporting the platform implementation. Please also provide a project plan with milestones of delivery.	

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5.3. Criterion 2 – Presentation

Bidders who score 70 points or more on functionality will be invited to present, which will be worth 20 points, and must score at least 14 points to be further evaluated on price and preference. Bidders who score less than 14 points will be disqualified.

Presentation Criterion	Total Points - 20
PART A (12 points) • Demonstration of Business Management Platform features and end to end capabilities for aligned with CETA requirements (2.2 – 3.6) ○ Excellent (covers all requirements) - 12 points. ○ Meets most requirements but not all – 8 points. ○ Does not meet requirements – 0 points	
PART B (8 points) • Demonstration of similar Business management platform implementation successfully completed: ○ Excellent (covers all requirements) – 8 points. ○ Meets most requirements but not all – 6 points. ○ Does not meet expectations – 0 points	

5.4. Criterion 3 – Price and Preference Evaluation

Bidders who score a minimum of 14 points or more on presentations will be further evaluated in terms of Price and Preference points (B-BBEE status level of contributor and specific goals allocated points). As per the table below, price is evaluated over 80 points and preference points over 20:

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The specific goals allocated points	Criteria	Number of points allocated. (80/20 system)	Number of points claimed(80/20 system) (To be completed by the bidder)	Form of evidence
B-BBEE contribution level score of the bidder	B-BBEE Level 1	10		CIPC document, valid BBEE certificate/sworn affidavit.
	B-BBEE Level 2	8		
	B-BBEE Level 3	6		
	B-BBEE Level 4	4		
	B-BBEE Level 5-6	2		
	B-BBEE Level 7-8	1		
	Non-compliant contributor	0		
CETA transformation strategic position to empower designated groups in line with the Transformation Policy	100% - 51% Women Ownership	5		CIPC document, valid BBEE certificate/sworn affidavit and CSD report
	51% - 35% Women Ownership	3		
	35% - 20% Women Ownership	1		
	100% - 51% Youth Ownership	5		
	51% - 35% Youth Ownership	3		
	35% - 20% Youth Ownership	1		

Whilst CETA is issuing this invitation in good faith, it reserves the right to cancel or delay the selection process at any time without providing reasons therefore and reserves the right not to select any of the respondents to this invitation.

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BID NO: 014-2025/2026 terms of reference were approved as follows:

Name.....Signature:.....Date:.....
BSC Chairperson

6. ADMINISTRATIVE ENQUIRIES

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management Unit

Contact Person: Dr Sibusiso Sifunda

Tel: 011 265 5901

E-mail: scmtenders@ceta.co.za and CC Sibusisos@ceta.co.za

Kindly note that your technical enquiries will be facilitated by SCM between the service provider and the relevant CETA project lead.

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SBD 1 - PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	BID NO:014 – 2025/2026	CLOSING DATE:	29 January 2026	CLOSING TIME:	11H00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
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

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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]
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.			

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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:

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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.

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....
.....

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

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

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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

- 2.1 "Acceptable bid or acceptable quotation" means a bid or quotation which in all respects complies with the specifications and Conditions of Tender as set out in the tender document.
- 2.2 "Black people" means Africans, Coloureds and Indians (refer to the B-BBEE Act for more details)
- 2.3 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.4 "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.5 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through and advertised competitive bidding processes or proposals.
- 2.6. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.7. "Control" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8. "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being AND is in possession of a proof of disability.
- 2.9. "EME" means an Exempted Micro Enterprise in terms of the relevant code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- 2.10. "Locality" means that the enterprise has either its head office or an operational office located in a township or rural area AND they are in possession of a municipal account, not older than three months for that location.
- 2.11. "Military veteran" means has the meaning assigned to it in Section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).
- 2.12. "Ownership" of an enterprise has the meaning defined in the Ownership Element of the B-BBEE Amendment Act of 2013 and the codes of good practice. This includes exercisable

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voting rights in the enterprise; economic interest in the enterprise (including Employee Share Ownership Programmes, Broad-based Ownership Schemes).

- 2.13. **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- 2.14. **"Proof of B-BBEE status level of contributor"** means:
- a) B-BBEE Status level certificate issued by an authorized body or person (such as a SANAS verification agent);
 - b) An affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - c) A CIPC B-BBEE certificate; or
 - d) Any other requirement prescribed in terms of the B-BBEE Act.
- 2.15. **"Proof of Disability"** means:
- a) A completed SARS "Confirmation of Diagnosis of Disability" form endorsed by a duly registered medical practitioner will remain valid for 10 years where the disability is of a permanent nature.
 - b) A medical report and functional assessment report confirming the disability; or
 - c) A SASSA disability grant.
- 2.16. **"Proof of Locality"** means:
- a) A municipal rates invoice in the name of the company submitting the quotation that has been issued within the last three months.
 - b) An affidavit or equivalent from an authorized traditional leader or local councilor in regions where municipal rates invoices are not available, showing the township name and ERF number or physical address.
 - c) A signed lease with a property owner located in that municipality/township (CETA may request a recent statement from the landlord).
 - d) A utilities rates statement (examples, Eskom or Telkom fixed line service) showing the physical address and name of the company or director's name.
- 2.17. **"Proof of Military Veteran"** means a:
- a) Military veteran certificate as issued by the Department of Military Veterans in the name of the individual; or
 - b) Military veteran certificate as issued by the Department of Military Veterans in the name of the company.
- 2.18. **"Proof of Ownership"** means:
- a) The % ownership indicated on the Central Supplier Database. The CSD integrates with the systems at Home Affairs (demographic information); Companies and Intellectual Property Commission (CIPC) (for company information such as shareholding); and other databases (such as the banks).
- 2.19. **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- 2.20. **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.
- 2.21. **"Specific Goals"** means those goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender and disability including the

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implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994

- 2.22. **"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
- 2.23. **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- 2.24. **"township"** has no formal definition but is commonly understood to refer to the underdeveloped, usually (but not only) urban, residential areas that during Apartheid were reserved for non-whites (Africans, Colored's and Indians) who lived near or worked in areas that were designated 'white only' (under the ...
- 2.25. **"Youth"** means persons between the ages of 14 and 35 as defined in the National Youth Commission Act of 1996.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
-------	----	-------

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$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	

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SBD 7.2 CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid.
 - Proof of tax compliance status.
 - Pricing schedule(s).
 - Filled in task directive/proposal.
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations.
 - Bidder's Disclosure form.
 - Special Conditions of Contract.
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

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SIGNATURE

NAME OF FIRM

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CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

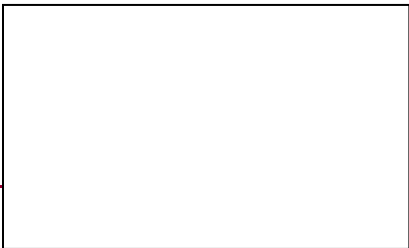
4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES	
1	
2	
DATE:	

+27 11 268

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GENERAL CONDITIONS OF CONTRACT

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

To ensure that clients are familiar regarding the rights and obligations of all parties involved in doing business with the 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 |
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| 8. | Inspections, tests, and analysis |

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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 Program (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 between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad

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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 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 markets 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 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 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

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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 labor, 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 ancillaries 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 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.

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- 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 fulfilling 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

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(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 supplier's 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

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their damage or deterioration during transit to their 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' 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 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 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 the

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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 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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than

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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, except for 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 contract 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,

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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 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 like 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 to impose 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 to and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority

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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 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 favorable 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.

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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 to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful Misconducts, 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

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- (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.

The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Program 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.

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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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder