

## **CONTRACT DATA**

**A contract between  
SENTECH, Sender Technology Park, Radiokop, Octave Road, Honeydew,  
and**

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**APPOINTMENT A SERVICE PROVIDER AS A STRATEGIC ERP SPECIALIST PARTNER  
TO FACILITATE REQUIREMENTS ANALYSIS AND DEVELOP THE BUSINESS CASE  
FOR THE ERP TRANSFORMATION PROJECT.**

**Bid Number: SENT/034/2024-25**

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## PART C1: AGREEMENTS AND CONTRACT DATA –

### Form of Offer and Acceptance Offer

Sentech, identified in the acceptance signature block, has solicited offers to enter into a contract for the Appointment a service provider as a Strategic ERP Specialist Partner to facilitate and manage the ERP transformation project on a 3-year supply contract or as and when required

The Bidder, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, and by submitting this offer has accepted the conditions of the Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Bidder under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF APPLICABLE TAXES; (in the Bids applicable currency).

\_\_\_\_\_ (amount in words);

\_\_\_\_\_ (amount in figures)

***NB: The Prices quoted above is the total Bid offer inclusive of all applicable taxes for the Contract duration. The price must be carried over from the price breakdown / schedule of rates provided in the Bid document.***

This offer may be accepted by Sentech by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Bidder in the conditions of contract identified in the Contract Data.

**Bidder's Signature(s)** \_\_\_\_\_

**Signed by the Bidder at** \_\_\_\_\_ **on this the** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**Address (Domicillium)**

\_\_\_\_\_

\_\_\_\_\_

## Acceptance

By signing this part of this form of offer and acceptance, Sentech accepts the Bidder's offer. In consideration thereof, Sentech shall pay the Bidder the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the Bidder's offer by the signature by Sentech shall form an agreement between Sentech and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from the said documents are valid unless contained in this schedule of deviations.

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

**Sentech's Signature(s)** \_\_\_\_\_

**Signed by Sentech at** \_\_\_\_\_ **on this the** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Designation** \_\_\_\_\_

**SENTECH SOC LIMITED,**  
Sender Technology Park  
Octave Road, Radiokop  
Honeydew  
Johannesburg

**Date** \_\_\_\_\_

**Upon acceptance by Sentech of the Bidder's offer, a contract will come into existence.**

## SCHEDULE OF DEVIATIONS

**Notes:**

- 1 The extent of deviations from the Bid documents issued by the Sentech before the Bid closing date is limited to those permitted in terms of the conditions of Bid.
- 2 A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3 Any other matter arises from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4 Any change or addition to the Bid documents arising from the above agreements and recorded here shall also be incorporated into the Contract.

1. **Subject** \_\_\_\_\_

**Details** \_\_\_\_\_

2. **Subject** \_\_\_\_\_

**Details** \_\_\_\_\_

3. **Subject** \_\_\_\_\_

**Details** \_\_\_\_\_

4. **Subject** \_\_\_\_\_

**Details** \_\_\_\_\_

By the duly authorised representatives signing this schedule of deviations, Sentech and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and Sentech during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## Contract Data

### Part one - Data provided by Sentech given in all contracts

#### 1. The *Purchaser* is

##### **SENTECH SOC LIMITED,**

Sender Technology Park

Octave Road

Radiokop

Honeydew

Johannesburg

#### 2. General

The National Treasury General Conditions of Contract for goods and services (NT GCC, 2010) or General Conditions of Contract for Works (2015) as issued by National Treasury and the Construction Industry Development Board of the Republic of South Africa apply, respectively.

The goods are specified in the Scope of Work. The Special Conditions of Contract (SCC) are stipulated in the Tender Data.

#### 3. Goods information:

The *Goods Information* is in the document called "Scope of Work" and in the documents and drawings referred to by it.

#### 4. Terms of Delivery

The *Terms of Delivery* are contained in the General Conditions of Contract (GCC) and Special Conditions of Contract.

#### 5. Language

The *language* of this contract is English.

#### 6. Governing Laws and Jurisdiction

The Contract shall be governed by and interpreted according to the laws of the Republic of South Africa.

In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

The parties irrevocably submit to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg in respect of any action or proceeding arising from this Bid.

This Bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the SCC are in conflict with the GCC, the SCC shall prevail.

#### 7. Sub-contracting post award

A Bidder awarded a Bid may only enter into a subcontracting arrangement with the approval of Sentech. The successful bidder may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Bidder concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

#### 8. Transformation Plan

A transformation plan is a record of activities an entity intends to undertake to improve its BBBEE Level through Ownership, Management and Control; Skills Development; Enterprise and Supplier Development and Socio-Economic Development.

Sentech reserves the right to request a BBBEE transformation plan with clearly defined timelines and milestones if the recommended bidder does not meet Sentech's transformation goals. These milestones

must be achieved over the term of the contract. This transformation plan shall be submitted within 10 working days from the written request, failing which Sentech reserves the right to withdraw its appointment of the preferred recommended Bidder.

#### **9. Warranty**

The warranty period is 12 months after Delivery.

#### **10. Payment**

The method and conditions of payment are contained in the Tender Data, GCC and SCC.

The interest on late payment is 0 % per complete week of delay.

#### **11. Currency**

South African registered businesses that purchase equipment overseas and quote in foreign currency will be required to provide Sentech a 6-month forward cover contract on appointment. The 6 months forward cover will be re-negotiated and renewed every 6 months should the contract term on this tender be longer than 6 months.

#### **12. General - Prices**

Unless approval has been obtained from Sentech, no adjustment in contract prices will be made.

Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

#### **13. Price Negotiations**

Sentech reserves the right to negotiate market related prices. If market-related prices are not agreed to, Sentech reserves the right to cancel the Bid.

#### **14. Liabilities indemnities and insurance**

Insurance is required from the Bidder in respect of delivery and transportation where applicable.

#### **15. Disputes**

Should any dispute, disagreement or claim arise between the parties ("the dispute") concerning this Agreement, the parties shall try to resolve the dispute by negotiation. This entails one party inviting the other party to meet and attempt to resolve the dispute within fourteen (14) days from the date of the written invitation.

If the dispute has not been resolved by such negotiation as referred to in this clause above, the Parties shall submit the dispute to the Arbitration Foundation of Southern Africa ("AFSA") for administered mediation, upon the terms set out by the AFSA secretariat.

Failing such resolution, the dispute shall be resolved by arbitration in accordance with the rules and procedures of AFSA by an arbitrator appointed by AFSA. Where the arbitration route is followed, the dispute must be adjudicated within Johannesburg in the English language and finally resolved in accordance with the rules of AFSA, by an arbitrator or arbitrators appointed by that Foundation.

The provisions of this clause shall not preclude any party from obtaining relief from a Court of competent jurisdiction. To this extent, the Parties hereby consent to the jurisdiction of the South Gauteng High Court, Johannesburg, South Africa. The provisions of this clause shall continue to be binding on the Parties, notwithstanding any termination or cancellation of this Agreement.

#### **16. Termination**

Sentech shall have the right, at its sole and exclusive discretion, upon written notice to the Bidder, to terminate this Agreement, in whole or in part should the Bidder fail to perform any of its obligations or deliver any deliverable timeously or should Sentech not be satisfied with the quality of any service/s in terms of this Agreement, to the satisfaction of Sentech.

Sentech shall furthermore have the right, as a result of such termination, to appoint a third party to perform the obligations of the Bidder in terms of the Agreement and the Bidder indemnifies Sentech against all costs incurred by Sentech in appointing such third party to fulfil the obligations of the Bidder.

Sentech shall have the right, at its sole and exclusive discretion, to terminate this Agreement, at any time, upon 30 (thirty) days' written notice to the Bidder.

## **17. Contract Term**

This contract will run for a period of 36 months.

## **18. Supplier Due Diligence**

Sentech reserves the right to conduct supplier due diligence at any time pre, during and post the contract period. This may include announced or unannounced site visits.

## **19. Cession**

Sentech shall be entitled to cede, delegate, assign, charge, transfer or otherwise dispose of this Agreement or any rights or obligations therein in whole or in part, upon prior written notice to the Bidder.

## **20. Monitoring and Evaluation**

The service delivery and performance of the Bidder will be monitored and evaluated by Sentech at all relevant times. In the event that the Bidder defaults in any manner or form, Sentech reserves the right to blacklist the Bidder on the National Treasury Database of Prohibited Suppliers and Tender Defaulters, and to take such further steps as may be warranted in the circumstances which steps shall be determined at Sentech's sole and exclusive discretion.

## **21. Protection of Personal Information Act No. 4 of 2013 ("POPI")**

Sentech is POPI compliant and the Bidder will ensure that it conducts itself within the prescripts of the prescribed legislation.

Should Sentech need to collect Personal Information by law or in consideration of the Tender, and the Bidder fail to provide the Personal Information when requested, Sentech may refuse to accept the relevant services from the Bidder, and the Bidder will be notified in this event.

By agreeing to the terms of this Agreement, the Bidder voluntarily authorizes Sentech to process its' personal information (including its' name, credit card & banking details, physical address, telephone numbers, reference letters & any other information it has provided to Sentech) for purposes of Tendering and contracting.

The Bidder consents to the transfer of such personal information to third parties.

This consent is effective immediately and will endure until the relationship between the Bidder and Sentech has been terminated.

The Bidder indemnifies and holds Sentech harmless against any loss, whether direct or indirect, arising out of the failure to process any of its' personal data in accordance with applicable laws.

## **22. Delay damages**

As stipulated in the Special Conditions of Contract.

### **Sentech's Representative is**

Name: Mr. Zunaid Adams

Address: **SENTECH SOC LIMITED,**

Sender Technology Park  
Octave Road,  
Radiokop, Honeydew  
Johannesburg

Tel No. 0114714400

Sentech's Representative is the Executive: Legal and Regulatory.

## Contract Data

### Part two - Data provided by the Bidder

#### Statements given in all contracts

The Bidder is:

Name \_\_\_\_\_ Address \_\_\_\_\_

a company / close corporation / partnership duly incorporated in accordance with the laws of the Republic of South Africa.

## PART C2: PRICING DATA

### Price List

| Milestone   | Description                                                                                                     | Amount |
|-------------|-----------------------------------------------------------------------------------------------------------------|--------|
| Milestone 1 | Facilitate and develop the requirements, assess the current state of the ERP system and define the future state |        |
| Milestone 2 | Customer journey map Development                                                                                |        |
| Milestone 3 | Transformation roadmap Development                                                                              |        |
| Milestone 4 | New System Specification                                                                                        |        |
| Milestone 5 | Integrate the Enterprise Architecture (EA) tool                                                                 |        |
| Milestone 6 | Transformation Roadmap Plan and Business Case development                                                       |        |
| Milestone 7 | Change Management                                                                                               |        |
| Milestone 8 | Project Handover                                                                                                |        |
|             |                                                                                                                 |        |
|             |                                                                                                                 |        |
|             | Sub Total                                                                                                       |        |
|             | Vat                                                                                                             |        |
|             | Total (Including vat)                                                                                           |        |

Bidder must attach details pricing for the whole project.

## PART C3: SCOPE OF WORK

### SENTECH'S GOODS INFORMATION

The requirement for Appointment a service provider as a Strategic ERP Specialist Partner to facilitate and manage the ERP transformation project on a 3-year supply contract or as and when required.

#### 1) TECHNICAL REQUIREMENTS

##### a) Glossary of Terms

| Abbreviations | Descriptions                        |
|---------------|-------------------------------------|
| ERP System    | Enterprise Resource Planning System |
| EA            | Enterprise Architecture             |

#### 2) INTRODUCTION

Sentech is embarking on an ERP transformation journey and is currently seeking an ERP Specialist Partner who will serve as a strategic partner to oversee and facilitate the entire ERP transformation project.

The ERP Specialist Partner will be working closely with senior managers to identify areas of business processes that require optimisation, documentation of business requirements, and provide quality assurance for the implementation of the appropriate ERP solution. ERP specialist Partner needs to demonstrate a deep understanding of business analysis and project management with expertise that will resulting streamlined business processes and ensure that the implementation partner implements highly efficient ERP solution.

The ERP specialist Partner should possess expertise in comprehending the ERP capabilities within the following domains:

- Human Resource Management
- Supply Chain Management
- Customer Relationship Management
- Contract Lifecycle Management
- Operations Management
- Project Systems
- Plant Maintenance
- Finance
- Business Intelligence
- Integration
- Industry research
- Governance Risk and Compliance(ERP User Access Management)

##### The key drivers for ERP Transformation Project:

- Assist in optimizing processes and achieving improved efficiency.
- Perform requirements analysis and obtain sign-off from various departments.
- Enhancing data management capabilities, bolstering data-driven decision-making.
- Enhanced data and streamlined processes to enable Sentech to deliver superior service to their customers.
- Identifying and prioritizing the organization's functional and technical needs and requirements
- Enhance Cost Savings through Operational Optimization and Efficiency Improvements.
- To gain a competitive edge by enabling Sentech to swiftly adapt to evolving business requirements.
- Forecasting, budgeting, and performing both variance analysis and financial analysis.
- Provide input into the ERP specifications.
- Implement change management for adoption of the implementation of the ERP solution.

#### 3) SCOPE OF WORK

The scope of this project is for the appointment of a service provider to oversee and facilitate the entire ERP transformation project.

The project entails the following works:

**a) Project Management**

Oversee the complete ERP transformation project, from its initiation to implementation, with the assistance of the IT team and business units

- Define the project scope, objectives, and constraints.
- Identify stakeholders and their roles.
- Create a project charter and gain approval.
- Develop a project plan, including a schedule, budget, and resource allocation.
- Identify risks and develop a risk management plan.
- Define project milestones and deliverables.
- Continuously monitor and control project scope.
- Handle changes and scope creep using a formal change control process.
- Create a project schedule with tasks, dependencies, and timelines.
- Monitor progress against the schedule and adjust as necessary.
- Establish a project budget and monitor expenditures.
- Control costs and address budget variances.
- Define quality standards and ensure adherence.
- Implement quality control and assurance processes.
- Identify, assess, and prioritise risks.
- Develop risk response plans to mitigate, avoid, or accept risks.
- Allocate and manage project resources and optimise resource utilisation.
- Develop a communication plan to ensure effective information sharing.
- Facilitate team collaboration and stakeholder engagement.
- Identify and engage with project stakeholders.
- Address their needs, concerns, and expectations.
- Regularly review project performance against the plan.
- Identify variances and take corrective actions.
- Identify, document, and resolve project issues.
- Track and report issue status.
- Ensure all project objectives are met.
- Conduct project performance and customer satisfaction evaluations.
- Obtain formal acceptance and closure of the project.
- Maintain clear and organised project documentation.
- Provide regular reports to stakeholders.
- Gather insights from the project for future improvement.
- Document what went well and what could be enhanced in similar projects.

**b) Development of a Transformation Roadmap**

- Conduct a comprehensive requirements analysis and obtain sign-off from all stakeholders.
- Evaluation of the existing ERP system current state, including its strengths, weaknesses, opportunities, and threats.
- Define the transformation objectives and identify key performance indicators (KPIs) to measure success.
- Establish a clear vision for the desired future state.
- Analyse the gaps between the current state and the future state to identify areas that require change.
- Prioritise these gaps based on their impact and feasibility.
- Develop design for the future ERP solution, including detailed ERP processes, technologies, and organizational changes.
- Consider various scenarios and options.
- Identify potential risks and challenges associated with the transformation.
- Develop risk mitigation strategies and contingency plans.
- Create a detailed transformation roadmap with specific initiatives, milestones, timelines, and responsible individuals or teams.

- Ensure alignment with the organisation's strategic goals.
- Execute the initiatives outlined in the roadmap according to the defined timeline.
- Monitor progress, measure KPIs, and make necessary adjustments.
- Continuously gather feedback from stakeholders and project teams.
- Adapt the roadmap based on changing circumstances or lessons learned.

**c) Develop a customer journey map**

- Detailed end user journey map using the 'customer journey map methodology' which indicates the end user's perspective, ERP Specialist partner's research, recognise and represent end user's personas, include end user's strategic goals and touchpoints etc.

**d) Support the System Specification and Selection Process**

- This involves detailed reporting on industry solutions based on the business requirements, which requires an objective comparison of competing systems and their respective costs and complexities against actual requirements.
- Additionally, it includes development of the ERP Business Case, defining the project scope based on business requirements and providing input for the Request for Proposals process.

**e) Integrate the Enterprise Architecture (EA) tool:**

- Enterprise Architecture Management (EAM) tool is a potent ERP transformation solution it will need be incorporated at various phases of the process to offer an all-encompassing perspective of an organization's IT landscape is instrumental in the planning and execution of ERP transformation.

**f) Change Management**

Formulate strategies to handle resistance to change to ensure a seamless transition.

- Evaluate the proposed changes, their impact, and the need for change. Develop a change management plan that outlines the strategy, objectives, and roles of those involved.
- Identify and assess all stakeholders who will be affected by the changes. Understand their concerns, needs, and preferences.
- Develop a comprehensive communication plan that specifies what needs to be communicated, to whom, and through which channels. Ensure consistent and transparent messaging.
- Assess the skills and knowledge gaps that may result from the changes. Create training programs and materials to address these gaps and help employees adapt to new processes or technologies.
- Establish a network of change champions or change agents within the organisation
- Identify potential sources of resistance and develop strategies to mitigate them. Address concerns and misconceptions and involve resistant parties in the change process.
- Implement mechanisms for employees to provide feedback, ask questions, and raise concerns throughout the change process. Act on this feedback to address issues.
- Continuously monitor the progress of the change, track key performance indicators, and evaluate the success of the change management strategies.
- Keep clear records of change management activities, decisions, and results for future reference and to facilitate lessons learned.

**g) Hand-Over**

- Ensure all project documentation, including plans, reports, and records, are organized and transferred to the appropriate personnel or department.
- Share important knowledge and insights gained during the project with the receiving team or individuals.
- Notify relevant stakeholders about the impending handover, explaining the transition process and expectations.
- Clearly assign responsibilities and tasks to team members or departments taking over the project.
- Review the project's quality and completeness to ensure that all objectives have been met.
- Provide necessary training and support to the receiving team or personnel, especially if new processes or tools are involved.
- Conduct a review or assessment of the project, gather feedback, and make necessary adjustments before the handover.

- Develop and follow a detailed transition plan that outlines the steps and timeline for the handover.
- Ensure all loose ends are tied up, and all outstanding issues are resolved or addressed.
- Obtain formal sign-off and approval from relevant parties to acknowledge the successful handover.