



CCMA/2022/05 – ICT

**APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION,
LICENSING, SUPPORT AND MAINTENANCE OF A CLOUD BASED
COMPREHENSIVE ERP SOLUTION AND THE RE-ENGINEERING OF
BUSINESS PROCESSES FOR A PERIOD OF SIXTY (60) MONTHS.**

A Compulsory Briefing Session will be held as follows:

Date: 19 May 2023 at 12:30PM Through Microsoft Teams (Virtual)

Bid Closing Date, time, and venue:

02 June 2023 at 11:00 AM

**at CCMA National Office, 28 Harrison Street, JCI Building, 8th Floor, Johannesburg
(Deposit in the tender box)**

COMPULSORY BRIEFING SESSION:

IT IS COMPULSORY FOR THE BIDDERS TO SEND AN EMAIL TO:

Tenderenquiries@ccma.org.za

**ON OR BEFORE 18 May 2023; 16H00 IN ORDER TO BE ALLOCATED THE COMPULSORY BRIEFING
SESSION LINK.**

**FAILURE TO ATTEND THE VIRTUAL COMPULSORY BRIEFING SESSION WILL LEAD TO DISQUALIFICATION
OF THE BID**

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1. Proprietary Information

CCMA considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to CCMA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of CCMA.

2. Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this RFP should be channelled.
in writing to:

Name:	Ms. Thabang Kgagane or Ms. Portia Rasekgokga
Telephone Number:Office:	+27 11 377 6916/6766
Email address:	Tenderenquiries@ccma.org.za

- 2.2 Closing date for enquiries in relation to this RFP will be **26 May 2023 at 16:00pm**.
- 2.3 The enquiries will be consolidated, and CCMA will issue one response and such response will be posted, within two days after the last day of enquiries, onto the CCMA website (www.ccma.org.za) under tenders i.e. next to the same RFP document.
- 2.3.1 The CCMA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the CCMA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. Bid Validity Period

Responses to this RFP received from bidders will be valid for a period of **120** days counted from the bid closing date.

4. Instructions on submission of Bids

- 4.1 Bids should be submitted in 2 hard copies (one original and one copy)) and one electronic copy (on USB) in PDF format all bound in a sealed envelope endorsed, **CCMA/2022/05 - ICT**. The sealed envelope must be placed in the bid box at the Main Reception area of the CCMA National Office, 28 Harrison Street, JCI Building, 8th Floor, Johannesburg, 2001 by no later than **11:00 AM [Telkom time] on the 02 June 2023**.
- 4.2 Bids must be submitted in the prescribed response format, herein reflected as **Response Format**.
- 4.3 The bid closing date, bidder name and the return address must also be endorsed on the envelope.

- 4.4 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box found on the 8th floor Reception area, JCI Building, 28 Harrison Street, Johannesburg, 2001. **The CCMA will not be held responsible for any delays where bid documents are handed to the CCMA Receptionist/ officials.**
- 4.5 No bid response received by telegram, telex, email, facsimile, or similar medium will be considered.
- 4.6 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the CCMA's policy not to consider late bids for tender evaluation.**

5. Preparation of Bid Response

- 5.1 All the documentation submitted in response to this RFP must be in English.
- 5.2 The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 5.3 Bids submitted by bidders which are, or comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 5.4 The bidder should check the numbers of the pages of its bid to satisfy itself that none of their documents are missing or duplicated. No liability will be accepted by CCMA in regard to anything arising from the fact that pages/documents of a bid are missing or duplicated.
- 5.5 A valid Tax Clearance Certificate with the tax compliance status PIN must be included in the bid response to verify bidders' tax compliance status.
- 5.6 All bidders must be registered on the Central Supplier Database (CSD) prior to submitting bids and include in their bid a copy of their Master Registration Number (Supplier Number) in order for CCMA to verify the bidder's tax status on CSD and other Governing compliances.
- 5.7 Bid proposals must be submitted into two separate envelopes. First envelope marked original (with a copy) to include all else and technical proposal. The second envelope also marked original (with copy) to include financial proposal (Pricing schedule, SBD 3.3 and other related financial proposal)
- 5.8 The following information must be endorsed on each envelope:
- Bid Number:
 - Closing date:
 - Name of the bidder:
 - Technical proposal

- Financial proposal

6. Supplier Performance Management

Supplier Performance Management is viewed by the CCMA as a critical component in ensuring value for money acquisition and good supplier / or service provider relations between the CCMA and all its suppliers.

The successful bidder shall, upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the CCMA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor, and assess the supplier 's performance and ensure effective delivery of service, quality and value-add to CCMA's business.

7. Supplier Development

The CCMA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the CCMA and the successful bidder.

8. CCMA's Rights

- 8.1 The CCMA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the CCMA has record of such bidders, may be advised in writing of such amendments in good time and any such changes will be posted on the CCMA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- 8.2 The CCMA reserves the right not to accept the lowest priced bid or any bid in part or in whole. The CCMA normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the CCMA.
- 8.3 The CCMA reserves the right to award this bid as a whole or in part.
- 8.4 The CCMA reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.
- 8.5 The CCMA reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the **National Treasury Instruction 03 of 2017/2018: Cost Containment Measures**, where relevant.
- 8.6 The CCMA reserves the right to request all relevant information, agreements, and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the CCMA to conduct background checks on the bidding entity and any of its directors / trustees / shareholders / members.

9. Undertakings by the Bidder

- 9.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the CCMA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 9.2 The bidder may be required to attend an interview should CCMA require such and the bidder shall be notified thereof in good time before the actual presentation date. Such interview may include a practical demonstration of understanding products or services as called for in this RFP.
- 9.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the CCMA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date such offer, and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 9.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 9.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with CCMA, as the principal(s) liable for the due fulfilment of such contract.
- 9.6 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become CCMA property unless otherwise stated by the bidder/s at the time of submission.

10. Reasons for disqualification

- 10.1 May take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:
- 10.1.1 Bidders who fail to comply with the National Treasury Directives with regard to Tax Compliance Matters;
- 10.1.2 Bidders who submit incomplete information and documentation according to the requirements of this RFP document;
- 10.1.3 Bidders who submit information that is fraudulent, factually untrue or inaccurate.
- 10.1.4 Bidders who receive information not available to other potential bidders through fraudulent means;

- 10.1.5 Bidders who do not comply with **mandatory requirements** if stipulated in the RFP document; and/or
- 10.1.6 Bidders who fail to attend a compulsory briefing session if stipulated in the tender advert and/ or in this RFP document.

11. Response Format (Returnable Schedules)

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

11.1 Cover Page: (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)

11.2 Schedule 1:

- 11.2.1 Executive Summary
- 11.2.2 RFP document (duly completed and signed)
- 11.2.3 Company Registration Documents
- 11.2.4 Central Supplier Database Report

11.3 Schedule 2

- 11.3.1 Valid tax clearance certificate(s), A tax compliance status PIN must be included in the bid response to verify bidders' tax compliance status;
- 11.3.2 Annexure A: Business Needs Assessment
- 11.3.3 Annexure 1: SBD 1 (duly completed and signed)
- 11.3.4 Annexure 2: SBD 3.3. (duly completed and signed);
- 11.3.5 Annexure 2A: Pricing Schedule
- 11.3.6 Annexure 3: SBD 4 (duly completed and signed);
- 11.3.7 Annexure 4: SBD 6.1 (duly completed and signed)
- 11.3.8 Annexure 5: SBD 7.2 (duly completed and signed);
- 11.3.9 Annexure 6: POPIA Consent Form (duly completed and signed)
- 11.3.10 Annexure 7: Sworn Affidavit/ BBBEE Certificate issued by CIPC or accredited SANAS verification agency:
- 11.3.11 Annexure 8: CCMA's Standard Condition of bid and General Condition of Contract (signed)
- 11.3.12 Financial Statements for the latest financial year signed by an independent registered Accountant.
- 11.3.13 Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable).

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above (11.3.1-11.3.6) must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

11.4 **Schedule 3:**

11.4.1 Response to Section 2 of this document, in line with the format indicated in this RFP document.

12 **Bid Proposals screening**

Bids shall be screened in terms of the following process and conditions:

12.1 Initial Screening: During this phase, bid responses will be reviewed for the purposes of assessing compliance with RFP requirements including the general bid conditions, which requirements include the following:

- Submission of a valid Tax Clearance Certificate with a tax compliance status PIN.
- Submission of Company Registration Documents.
- BEE Status Certification as referenced above.
- Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP.

2 SECTION 2: FUNCTIONAL REQUIREMENTS

The appointment of a service provider for the implementation, licensing, support and maintenance of a cloud based comprehensive ERP Solution and the Re-engineering of Business Processes for a period of sixty (60) months.

2. MANDATORY REQUIREMENTS (PHASE 1 OF EVALUATION).

To be completed by the Bidder

Bidders must indicate their compliance to the requirements by **YES/NO** in the box provided below.

NB: Bidders who do not comply with all the mandatory requirements will be disqualified automatically.

REF.	DESCRIPTION	COMPLY YES/NO	REFERENCE PAGE IN PROPOSAL
1	<p>Bidders must be Original Equipment Manufacturer (OEM) certified or accredited as an ERP Partner/vendor.</p> <p>Submit a certificate(s) in accordance with an ERP Solution</p> <p>Note: Failure to submit the requested documents will result in disqualification at this stage.</p>		
2	<p>Submit certificate in accordance of the HRM solutions.</p> <p>Note: Failure to submit the requested documents will result in disqualification at this stage.</p>		
3	<p>Consultants' certification</p> <p>Submit certificate in accordance with HRM core modules.</p>		
4	<p>Consultants' certification</p> <p>Submit certificate in accordance with ERP core modules.</p>		

3. FUNCTIONALITY EVALUATION (PHASE 2 OF EVALUATION)

All proposals submitted will be evaluated in accordance with the 80/20 principle, in line with PPPFA Regulations of 2022.

The functional criteria will be evaluated in 2 stages.

3.1 Stage 1 of phase 2 will consider only the following element:

ELEMENT	WEIGHT
Approach, Methodology and Planning (AMP)	30
Reference Letters	30

3.1.1. Bidders are required to achieve a minimum score of 51 out of the 60 points during this stage of the evaluation process to be considered for stage 2 of phase 2 (Proof of Concepts).

The bidder must fully describe and demonstrate proposed solution.

N	Functionality Criteria	Score		Weight
1	Approach, Methodology and Planning (AMP) The proposed solution must meet all ERP requirements of CCMA. The bidder must demonstrate the Approach, Methodology and Planning (AMP), that addresses the following. Detailed phased-in implementation plan to be adopted during the implementation, hosting, data migration and execution of the ERP during the duration of the contract. The	Detailed response that meets CCMA requirements including customisation to CCMA needs (Excellent).	30 points	30
		No response (Nil) / Response irrelevant to the scope of work (Very poor)/ Response partially addressing the scope of work (Poor).	0 point	

	AMP must be linked to the deliverables and scope of work, project duration of the work as per scope of work and phase timelines of the TOR.		
2	<p>Track record (Reference Letters)</p> <p>Has successfully implemented supported/supporting and maintenance of the proposed ERP solutions within the past ten (10) years (ERP Implementation, support, and maintenance).</p> <p>The reference letters from the clients must include:</p> <ul style="list-style-type: none"> • Type of service (in line with implementation, support, and maintenance). • Start and end date of when the ERP solution was implemented, support and maintenance provide. • Company/organisation name • Reference must be on the company or organisations' letter head. • contact person. • contactable telephone numbers • Valid email address <p>NB: If the reference letter does not address any of the</p>	<p>2 or more companies/organisations with traceable Reference Letters = (10 points)</p> <p>2 companies/organisations with traceable Reference Letter = (8 points)</p> <p>1 company/organisation with traceable Reference Letter = (7 points)</p> <p>None company/organisation with traceable Reference Letter = (No point)</p>	10

	<p>elements above will score zero point.</p> <p>NB: All the reference letters submitted will be verified.</p>		
3	<p>Track record (Reference Letters)</p> <p>Has successfully implemented. supported/supporting and maintenance of the proposed HRM solutions within the past ten (10) years (HRM Implementation, support and maintenance).</p> <p>The reference letters from the clients must include:</p> <ul style="list-style-type: none"> • Type of service (in line with implementation, support and maintenance). • Start and end date of when the HRM solution was implemented, support and maintenance provide. • Company/organisation name • Reference must be on the company or organisations' letter head • contact person • contactable telephone numbers • Signed 	<p>3 or more companies/organisations with traceable Reference Letters = (10 points)</p> <p>2 companies/organisations with traceable Reference Letter = (8 points)</p> <p>1 company/organisation with traceable Reference Letter = (7 points)</p> <p>None company/organisation with traceable Reference Letter = (No point)</p>	10

	<p>NB: If the reference letter does not address any of the elements above will score zero point</p> <p>NB: All the reference letters submitted will be verified.</p>		
4	<p>Track record (Reference Letters)</p> <p>Has successfully conducted and completed a Business Process Reengineering (BPR) project within the past ten (10) years.</p> <p>The reference letters from the clients must include:</p> <ul style="list-style-type: none"> • Type of service (in line with Business Process Reengineering (BPR) project). • Start and end date of when the BPR solution was implemented, support and maintenance provide. • Company/organisation name • Reference must be on the company or organisations' letter head • contact person • contactable telephone numbers • Signed <p>NB: If the reference letter does not address any of the elements above will score zero point.</p>	<p>3 or more companies/organisations with traceable Reference Letters = (10 points)</p> <p>2 companies/organisations with traceable Reference Letter = (8 points)</p> <p>1 company/organisation with traceable Reference Letter = (7 points)</p> <p>None company/organisation with traceable Reference Letter = (No point)</p>	10

NB: All the reference letters submitted will be verified.

3.2 Stage 2 of phase 2 will consider only the following element:

ELEMENT	WEIGHT
Proof of Concepts	40

3.2.1. Bidders are required to achieve a minimum score of 30 out of the 40 points during this stage of the evaluation process to be considered for phase 3 (Price and B-BBEE).

No	Functionality Criteria	Score	Weight
1	<p>Proof of Concepts</p> <p>Bidders will be required to demonstrate the key components of the system and walks us through the proposed solution.</p>	<p>Systems functions (10 points)</p> <p>Finance Modules (10 points)</p> <p>Human Resources Management (10 points)</p> <p>Supply Chain Management and Legal (10 points)</p> <p>Please refer to the attached Annexure A for the allocation of points.</p> <p>NB: The proposed system demonstration will be at the costs of the bidder.</p>	40

Weightings

Technical / Functional Criteria	Weightings
Total technical/functional	100
Minimum threshold for Stage 1	51 out of 60
Minimum threshold for Stage 2	30 out of 40
Price	

Bidders who fail to attain the required minimum threshold will not be evaluated further. The bids will be evaluated in terms of the 80/20 evaluation principle, in line with PPPFA Regulations 2022, where 80 points is allocated for price and the 20 points will be allocated to promote the CCMA Preference Goal 2: B-BBEE status level of contributor.

CCMA/2022/05-ICT

4. INTRODUCTION

The Commission for Conciliation, Mediation and Arbitration (CCMA) was established by the Labour Relations Act of 1995 (LRA) to deliver dispute prevention and resolution services to the people of South Africa. The core mandate of the CCMA, as one of the organizations charged with implementing the LRA, is derived from the purpose of the LRA, which, amongst others, is to advance economic development, social justice, labour, peace, and the democratization of the workplace.

CCMA is currently using Sage 300 Enterprise Resource Planning (ERP) as their transactional information system for Finance, Human Resource and Supply Chain Management. In addition to using the ERP system CCMA uses Sage Premier HR & Payroll as the human resource management system.

The current solutions namely Sage 300 ERP and Sage Premier HR & Payroll have presented a few challenges. The challenges include issues of scalability, integration, and inability to meet emerging requirements from business.

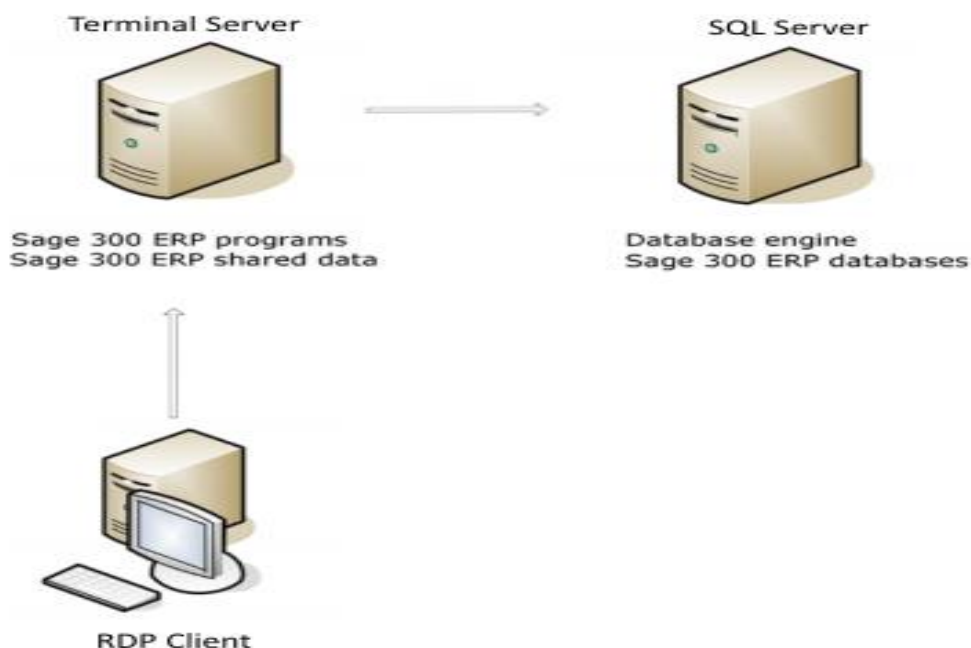
The objective of this BID is to provision the implementation of a new cloud based comprehensive ERP solution, licenses, support, maintenance, and business process re-engineering services for a period of sixty (60) months.

5. CCMA IT Environment

The CCMA WAN network connects via an MPLS network and runs a Consolidated Environment with 98% of the servers being virtualized on either the Microsoft Hyper-V or the VMware environment which are the predominant hypervisors in the environment. Application servers are located at a local data Centre and services include but not limited to:

- Windows Remote Desktop services
- The main business Case Management System (Oracle JAVA web-based application)
- Sage 300 version 6.9 ERP Accounting System
- Sage Premier HR & Payroll version 5.9 (please note that the version is subject to change based on system update).
- MS SharePoint 2016
- MS Exchange 2016
- The CCMA has plans in motion to migrate the environment to cloud.

6. VISUAL CCMA SAGE ENVIRONMENT



7. PURPOSE

The CCMA seeks to appoint a skilled service provider to provide implementation of a new cloud based comprehensive ERP solution, licenses, support, maintenance, and business process re-engineering services. This is with the objective of addressing shortfalls presented by the current ERP solution. The ERP solution will cover CCMA core components of Finance Management, Supply Chain Management, and Human Resources Management. In addition to the core components, the bidder should undertake the re-engineering of business processes.

The purpose of this Request for Proposal ("RFP") document is to set out the terms of reference for an ERP solution and seeks to establish, to the greatest possible extent, complete clarity regarding the requirements by the CCMA.

8. THE SYSTEM MUST INCORPORATE THE FOLLOWING FEATURES

CCMA has identified the following features that will serve as the basis for the supply and Implementation of an ERP system.

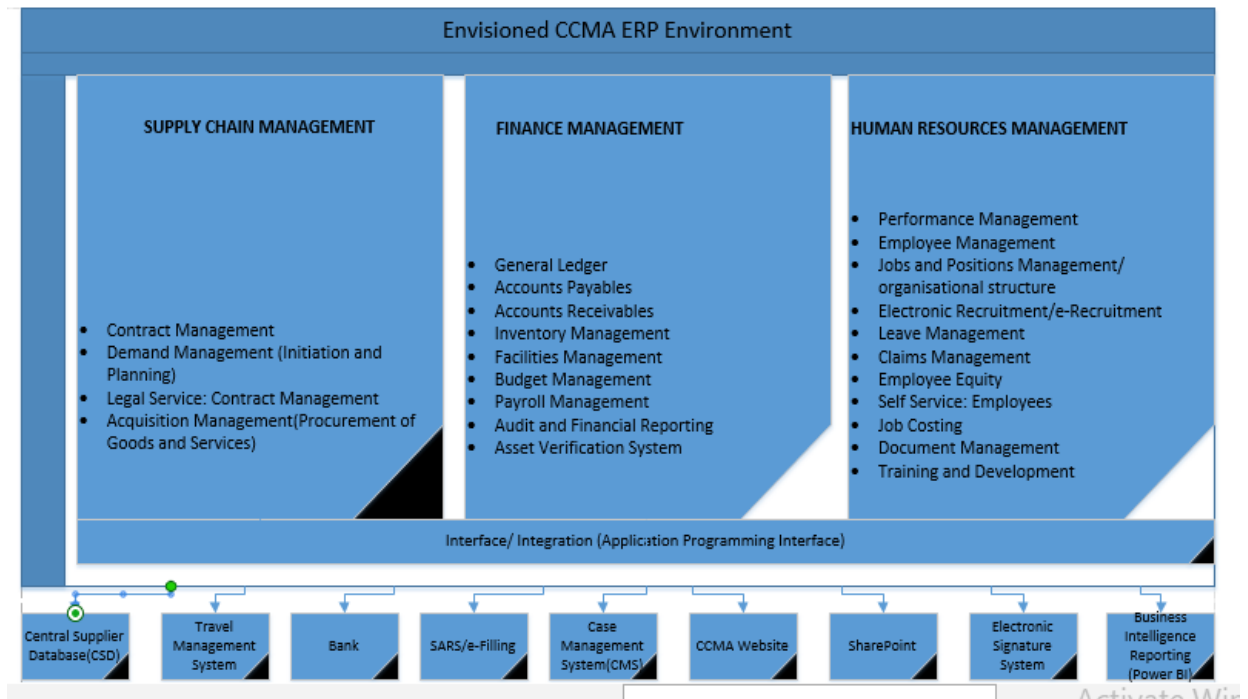
Capture at source <i>Capturing data electronically when a transaction occurs.</i>	Cloud Based: <i>Data stored, managed, and processed on a network of remote servers hosted on the internet</i>
Availability and Accessibility:	Track Data vs Version/Patch changes

<p>Should be available and accessible almost 100 percent of the time.</p> <p>Should have high available and fail over capability.</p>	<p>Ability to track the before and after data, and version changes.</p>
<p>Workflow</p> <p>Progression of steps (tasks, events, interactions) that comprise a work process, through automated messages.</p>	<p>Efficiency:</p> <p>Allow for the completion of tasks at the shortest time possible.</p>
<p>Mobility:</p> <p>Wireless communication devices, such as cell phones, tablets, etc. Workflow messages and access can be obtained and approved through these wireless devices.</p> <p>Please take note that CCMA uses Microsoft Intune.</p>	<p>Segregation of Duties:</p> <p>Allow the concept of having more than one person required to complete a task.</p>
<p>Paperless:</p> <p>Relating to or involving the storage or communication of information in electronic form, rather than on paper.</p>	<p>Self-Service:</p> <p>Employee self-service is web-based applications that provide employees with access to their personal records and payroll details.</p>
<p>Simplicity:</p> <p><u>The quality or condition of being easy to understand or do.</u></p> <p><u>Synonyms - clarity, plain, simple, comprehensible, understandable</u></p>	<p>Customisation vs Configuration</p> <p>customisation is a feature or extension or modification of a software feature that requires custom coding and or some form of implementation.</p> <p>configuration is where you use native tools in the system to change its behaviour or features.</p>
<p>Interface vs Integration:</p> <p>Interface is where two or more separate software products communicate under limited capacity. Data is maintained in multiple locations; thus, requiring more administration.</p> <p>fully integrated system means that the products are one. This happens when two or more products work closely together to combine different functionalities</p>	<p>Flexible reporting/ Business Intelligence</p> <p>By allowing flexible reporting and analysis, a business intelligence system can unlock the value of the data in ERP reports. Business intelligence system provide on-line analytical processing (OLAP) and data mining tools that managers can use from the desktops to answer</p>

<p><i>into one product. The data is maintained in one location.</i></p>	<p><i>questions and to discover significant trends and patterns.</i></p> <p><i>IF not built, it should be compatible with Power BI.</i></p>
<p>User Friendly Graphic User Interface (GUI) /Ease of Navigation and Use</p> <p><i>Ease of use, navigation and have well designed graphical user interfaces.</i></p>	<p>One Set of Master (Static) Data</p> <p><i>Single source of master or static data used across all systems, applications, and processes for an entire institution.</i></p>
<p>Garbage-In-Garbage-Out:</p> <p><i>The quality of output is determined by the quality of the input.</i></p>	<p>Auditability:</p> <p><i>Ability and simplicity to exam and verify transactions and records.</i></p>
<p>Scalable:</p> <p><i>Ability to grow with the organization in in size or scale and requirements.</i></p>	<p>Multifactor authentication</p> <p><i>The system should be flexible enough to allow multi factor authentication</i></p>
<p>Data Import vs Export:</p> <p><i>Allow for the upload of data from other external sources into the ERP solution, i.e. Data Import, using different files sets, for example, excel, XML, CSV, CAB.</i></p> <p><i>Allow for the download of data from the ERP system to other external sources i.e., Data Export, using different files sets, for example, excel, XML, CSV, CAB.</i></p>	<p>Document Management:</p> <p><i>Ability to upload and download supporting documents of any type and the ability to drill down to the link.</i></p>
<p>Matching/Reconciliation of clearing accounts:</p> <p><i>The reconciliation of clearing accounts should be ease and seamless.</i></p>	<p>Multicurrency Functionality:</p> <p><i>Should be able to handle multicurrency transactions.</i></p>
<p>Pre-define data formatting.</p>	<p>Re-evaluation of creditors control accounts</p>

<i>Data that conforms to a model and has a well-defined structure.</i>	<i>Should be able to revalue creditors control accounts setup in foreign currencies.</i>
Budget and Expenditure Management <ul style="list-style-type: none"> <i>The budget set should have flexibility of movements of funds at any time.</i> <i>To have minimum of five budget set.</i> <i>Allow budget inputs direct to the system</i> 	Contract Management <ul style="list-style-type: none"> <i>To allow long term orders open for more than twelve months.</i> <i>The option for variable and fixed costs.</i> <i>BBBEE information available on supplier setup</i>
System Templates <i>The solution should have templates that can be used for documentation and reporting.</i>	Price list management <i>To upload for customers and suppliers price list.</i>
Security and Access levels Security – <i>should allow confidentiality, integrity, and availability.</i> Access level – <i>Groups, users, role based.</i>	Prior period <i>Able to capture prior period across modules in the previous financial year, for example, prior period errors.</i>
Database structure <ul style="list-style-type: none"> <i>Data Model a graphical representation of the database structure and relationships.</i> <i>Rational database structure – tables, fields, and relationships amongst tables.</i> 	User Monitoring Reports <ul style="list-style-type: none"> <i>Should be able to run user monitoring reports.</i>

9. ENVISIONED FUTURE STATE



10. SCOPE OF WORK FOR THE ERP SOLUTION.

The prospective bidder will be expected to deliver an end-to-end implementation, licensing, support and maintenance of a cloud based comprehensive ERP Solution and the Re-engineering of Business Processes to cover the below services:

10.1 Professional Services

The following professional services are required: Project management services (documented project management methodology)

- Transactional data conversion and migration
- Business process re-engineering
- Proposed System Process and TO-BE State
- Master data setup, cleansing and migration.
- Manage the transition from the current system(s) to the proposed solution.
- Report development using standard and customizable reporting.
- Configuration of workflow across all functionalities
- Installation and configuration of the comprehensive ERP system
- Integrate and interface solution into other required systems.
- The solution should be compatible with Application Programming Interface (API) integration, to allow the consumption of data from one system to another.

10.2 The below system /applications not limited to will be integrated or interfaced with the ERP solution.

- Case Management System
- Online Banking Platform
- Travel Management System
- SharePoint
- Electronic E-Signature Platform
- Asset Verification System (If resides outside the ERP solution)

- Central Supplier Database (CSD)
- Audit Financial Reporting System (If resides outside the ERP solution)
- Business Intelligence Reporting System (If not built, it should be compatible with Power BI)
- CCMA Website
- Sars and e-filing

10.3 Training services

Training will include:

- Administrator Training, and
- User Training

10.4 Development of test plans and system testing

The test plans should include amongst others:

- Test scope,
- Test approach,
- Test resources, and
- Test schedule

10.5 Change Management

Management of the change process:

- Knowledge transfer to CCMA staff and technical users on how to configure, maintain and support the solution.
- Ongoing support (onsite and remote) and maintenance of the ERP system for a period post implementation.

10.6 Risk Management

Provide an overview of your organization's Risk Management processes including:

- Your formal risk assessment process identifies risks, documents risk on risk registers and ensures the implementation of the associated control measures.
- A copy of your Business Continuity and Disaster Recovery Plan, including details on the level and frequency of testing.
- Details of how you will ensure security of CCMA's data.

- Your documented policy for Information Communication and Technology (ICT) includes the Information Security Policy if it's not integrated with the ICT policy.
- Your ICT governance approach and change control processes both within the scenario where you provide the technology and the scenario in which technology is provided by a 3rd Party (where appropriate).
- The signoff criteria and process that would be applied to the transfer of each process and activity.

10.7 Quality Management

Provide an overview of your organization's Quality Control processes including:

- Details of any quality certifications or standards that have been obtained by your organization that are relevant to the scope of services e.g., ISO 9000 (Quality Management) or ISAE 3402.
- The process in place to manage performance failures and other issues that may arise throughout the course of doing business.
- Quality controls should be in place to ensure that your staff communicate clearly, effectively and with etiquette towards CCMA staff involved in the project.

10.8 Hosting regulations

Data will remain within the borders of South Africa.

10.9 Transition Period

- Data should be made available at the end of the contract, to allow a smooth handover process.
- Data handling process at the end of contract and mapping of data from proposed cloud services to new cloud provider.

11. ERP SYSTEM CORE MODULES

11.1 FINANCE MANAGEMENT MODULES

General Ledger

- Synchronisation between the different modules
- The ability to have a workflow for Journal processing.
- Accessibility to GL accounts to be restricted to certain users.
- Prohibition of journal processing to certain GL accounts
- Ability to have multi-currency.
- Multiple customisable journal entry windows/screens.
- Ability to have recurring journal template to allow users to populate information.
- Ability to run reports in simulation.
- Ability to run reports at any given point for a specific period.

Accounts Receivable

- Ability to print pro-forma invoices.
- The customer statement should include the pro forma invoice.
- Able to have customer reference number under customer setup.

Bank and Cash Management

- Ability to capture petty cash in a cash book.
- Ability to capture investment account in a cash book.
- Ability to request for petty cash through a workflow process.

Assets Management

- Synchronisation between the asset module and purchasing module/contract module.
- Synchronisation between asset module and HR module for custodian verification and information.
- Assets management should have an assets verification module.
- Assessment and adjustments of useful lives.
- Ability to impair the assets.
- Synchronisation between ERP system and the asset verification scanner.

Inventory Management

- One inventory catalogue used nationally.
- Setup minimum stock levels and reminders for different costs centers.
- Ability to run stock level report for all the periods.
- Ability to adjust cost and quantity (write off and absolute etc.)
- Ability to prevent negative cost and quantity.

- Ability to capture net releasable value.
- Ability to run NRV/costs exception reports.

Payroll Management (Reimbursement Claims)

- Reimbursement claims must be automated and captured by the employees on their ESS.
- The leave module must seamlessly integrate with the General Ledger and must be workflow approval process.

Facilities Management:

- System must be able to capture travel requisition.
- Ability to integrate with the ERP system and Travel Management System

11.2 MANAGEMENT ACCOUNTING AND EXPENDITURE:

Budget management Module (end to end)

Planning and Budgeting

- The system must allow the creation of the budget template which will include amongst others; multiple activities under one GL account, setting the budget limit, setting the rates, etc.
- The system must allow the budget to be captured/imports directly for consolidation
- The system must be able to create budget sets.
- The system must be able to capture budget on the segments of the GL.
- Budget must interlink with HR and Payroll modules.
- The system must provide process flow to input, review, amend, submit and approval.
- After approval the system should lock data and only allow for viewing
- The system must allow the movements of funds between /within department and regions.

Budget monitoring and reporting

- The system must allow drilling down of GL Accounts
- Automated budget confirmations for procurement and recruitment
- Ability to pull custom reports (Economic Classification, Account groups, Programmes, Cost Centre, Sub cost centre, consolidation reports, Variance reports)

Accounts Payable

- The system must allow capturing of Good received notes (GRN) and returns linked to purchase orders.
- Once Goods received notes (GRN) is fully returned it must be completely closed. The system must be able to detect a duplicate return for the same transaction.
- The system must allow capturing of invoice/credit note/debit note linked to a purchase order and allow uploading of supporting documents.
- The system must be able to detect duplicate invoice numbers captured for the same supplier.
- Allow alteration of GRN processed incorrectly (only if the invoice linked to that GRN is not yet captured)
- The system must have option to load contracts and allow capturing of invoice linked to contracts and uploading supporting documents.
- The system must have approval workflow as per the delegation of authority.
- Ability to automatically post invoices to AP and GL after approval.
- Ability to run the vendor/supplier transaction listing.
- Ability to run/process payments with unique reference numbers.
- Ability to hold/release invoices for payments. (This will assist the user to select which invoices to pay in case where not all supplier invoices processed/captured are to be paid)
- Ability to print and re-print payment remittances
- After running payment, the system must create cashbook batch and automatically post to the cashbook and GL Account.

The system must be able to give the following AP reports:

- GRN report: summary and detailed:(The report will have all receipts (Good Receipts notes) not invoiced)
- Payment report: report on payment vendor payment details
- Invoices captured/processed: a report on all vendor invoices captured in the system, and their statuses.
- Age payables report: vendor aging report
- Vendor/Supplier in use detailed report: active vendor report
- System must be compatible to all banking systems to help import payment batches to avoid manual capturing of payments in the bank.
- Ability to Import and export batches in the GL.
- Prepayment schedule: a schedule of vendor prepayments i.e., Vendors paid in advance.

- Accrual schedule: will have journal entry screen that will accommodate, amongst other fields the below:
- Region, Name of the claimant, employment type (Part-time or fulltime), amount, claim number, status of the claim, date.

11.3 SUPPLY CHAIN MANAGEMENT MODULES IN DETAIL:

Contract Management

- The solution is 100% paperless: it will allow electronic contract initiation [request], contract drafting, review, negotiation, approval, and execution [signing], as well as management of contracts without having to download and print the document.
- Contract classification: The ability to manage different contract classifications with more than one level (OPEX & CAPEX-tangible and intangible).
- Contract variation/amendments: The ability to extend or reduce the value of the contract or the period.

The system must have the following capabilities:

- Allow the creation of the report which will include amongst others contract number, contract description, contract classification (, contract duration, contract amount, contract paid amount, contract remaining amount, vendor number, vendor information etc.).
- Manage the commitment register (Reporting, editing, deleting and customisation)
- The management of all types of contracts (Including automated lease schedule). Please note that all contracts are currently saved on SharePoint.
- The ability to allow one vendor with multiple contracts.
- Contract Payments to Commitment Register
- Contract Monitoring and Supplier performance review.

Legal Services:

- Contract milestone management provides automatic e-mail notifications for contract related tasks, milestones, action items, and payments e.g., contracts requests, contract review/negotiation, contract execution, contract performance review, contract payment due date, contract expiry/ renewal date.
- Archiving: automatically archive contracts on the expiry date.

Demand Management- Initiation and Planning

- The system must support a periodic process of Annual Procurement Planning. Supply Chain Management must annually initiate a process of creating and publishing of Annual Procurement Plan.
- Demand management plan must link to budget and vice versa.
- Allow amendments of the procurement plan however the amendments must go through the approval process. The system must have progress report template that must be updated as and when required.

Acquisition Management (procurement of Goods and Services)

- The system must support Supply Chain Management (SCM) procurement processes, Policies, Legislations, and guidelines, which are aligned to National Treasury requirements. This should also include the request for quotation (RFQ) process.
- Acquisition Management (Procurement of Goods and Services – Quotations and Bids)
- Bidding Process – Evaluation of Projects by Bid Committee Members – Recommendation of Awards in line with the prescribed.
- RFQ Process – Rotation of suppliers from CSD – Quotation evaluation and PO generating including long POs and GRN as and when services or goods are received.
- The system must be able to provide the Open/Outstanding purchase orders reports.
- Vendor Management in line with the BBBEE status and
- Expenditure report per supplier per commodity linked to BBBEE status.
- The Request for Quotations (RFQ) – For transactions of less than R 1 000 000 follow the workflow set up process (user or role based).
- Verification of budget availability with the necessary budget information (actual, expenditure, commitments and/or balance etc.).
- Able to send the RFQ invitation automatically to suppliers on a rotation basis.
- Create a list of invited and responded suppliers.
- Allow the Sourcing Officer to capture the amounts from the received quotations and provide reasons for disqualifications.
- Able to recommend the successful supplier based on the specified requirements.
- Allow users to create a snapshot of CSD information of the successful supplier at the time of processing.
- Automate the bid process workflow. i.e., Request for Proposals (RFP) – For transactions of more than R 1 000 000.

- The bid Administrator must capture the functionality criteria as set in the Bid Specification document and have a snapshot of the uploaded bid proposal (received tenders).
- The system should enable the bidders to upload their bid submissions electronically.
- The BEC members should access the system to evaluate the bidders and capture scores.

The system must:

- Consolidate the captured scores.
- Cater for score adjustments.
- Short list bidders who met the pre-qualification must then move to next stage.
- Enable the bid administrator to capture the quoted price and BBBEE points by the short-listed bidders using the PPPFA calculation (80/20 and 90/10) point system.
- Be able to recommend the highest bidder.
- Able to generate a report that details the bid process followed.
- Allow internal audit to review the bid process followed and put comments. Allow amendments at any stage of the process.

11.4 HUMAN RESOURCES MANAGEMENT MODULES IN DETAIL:

Performance Management

- Allow HR to upload performance management contract template on the system. The performance contracts must be linked to the CCMA's Departmental Operational Plan (DOP), Regional Operational Plan (ROP), and Annual Performance Plan (APP).
- The system must be able to define position key areas of performance and performance cycles.
- Allow employee and manager to capture their performance agreements with targets, conduct reviews formal and informal, capture rating and scoring, capturing of personal development plans through the approval workflow.
- Allow employee to upload a portfolio of evidence when requested.
- Allow employee/manager to appeal performance review.
- Generate performance report per employee.
- Provide reports that support talent management processes, top performers, good and non-performers.
- The system must be able to link the performance management outcome and training needs analysis.

Electronic Recruitment / E-recruitment

- On-boarding - System manages the entire acceptance process online,
- Job Requisitions and approval workflows configured to reflect CCMA internal processes
- The system must be accessed by both external and internal candidates with the following features.
- Process driven system that automates and facilitates the recruitment process; standardize and track a candidate through different stages e.g., candidate screening, interview scheduling and invitations, reference checking.
- Set-up competency-based screening questions per advertised position (template driven) and automatically short list closely matched candidates progress or reject candidates based on their responses.
- Create a talent pool (internal and external) and applicant details stored and processed in accordance with data protection principles.
- Ability for the system to match/evaluate/rank application data against job requirements.
- Ability to capture and store applicant test scores / evaluation comments.
- The system must support the on-boarding process (Personal Development Plan- PDP).
- On-boarding - System manages the entire acceptance process online,
- Collect new employee information via web forms and document uploads
- Ensures all info collected and compliance checks prior to offer acceptance, downloadable contract packs for candidates
- Recruitment letters (acceptance/regret letters)
- Electronic Signatures documents can be signed electronically.
- Email Notifications - automatically notifies all relevant stakeholders whenever a candidate's status changes within the process.
- Mobile Responsive - Candidates can search, find, apply, and manage their applications on smartphones, tablets, laptops & desktops.

Jobs and Positions Management (Organizational Structure)

- The system must support the creation and updating of the organisation structure as and when required.
- Managers can request a new job through the portal, by completing a requisition form custom designed to capture all the information needed, and submit it for approval to the relevant authorisation.
- The system must support Job/position management specifications and requirements within the CCMA, and define multiple positions created from the job families (job grade, occupation level, functional area).

Employee Management

- The system must record personal information in line with labour legislative requirements as and when it gets updated.
- The system must keep a complete employee record including employee transactions.
- The system must link different CCMA employee categories of the workforce such as Permanent, Temporary, Interns, Fixed Term, Independent Contractors, Employees with disabilities.
- The system must send a notification when a contract comes to an end.
- The system must manage and record the period of employees who are acting/seconded to positions.

Leave Management

- The system must support advanced leave functionality within the BCEA framework and enforce the CCMA leave policies in conjunction with payroll module.
- The system must be able to calculate/deduct the unpaid leave.
- The system must send notification for leave forfeiture.
- Payroll Management System must support a remuneration structure with the ability to structure different salary packages such as Cost to Company (CTC), Salary + Benefits, Net Up structures
- Ability to restructure remuneration once on a yearly basis.

Claims Management

- Reimbursement claims must be automated and captured by the employees and independent contractors on their ESS.
- The system must support labour and claims costs by independent contractors and employees to be allocated to different departments, regions, and cost-center, if employees / independent contractors worked in more than one region in a month.
- The system must support electronic upload of supporting documents for all claims.
- For case related claims the system will integrate to Case Management System (Oracle JAVA web-based application) and integrate to the GL. The system should allow a view of all the open cases in Case Management System.
- For all the other claims the system will integrate with the GL.
- All claims will be approved following a workflow process. Both claimant and approver will be notified at any stage of the claim process.

- Ability to have Bargaining Council to capture their claims to be routed to Account Payables.
- It should allow for capturing of pre-defined rates for all types of claims and levels.

Employment Equity

- The system must provide a step-by-step guideline for implementing all components of Employment Equity (EE).
- The system must offer a tool for developing numerical EE goals and targets.
- The system must be able to generate all statutory equity reports (EEA2, EEA4 and EEA13) for the Department of Labour.

Self-Service (Employee and Manager Self-Service)

- Employee Self Service (ESS) capability – employees should be able to:
- View benefit statements and pay slips.
- Apply for leave and Managers Approve leave.
- Access Performance Management module
- Update their qualifications and documentation.
- Update personal detail.
- Managers should be able to approve leave and manage records.

Job Costing Module

- To process expenses incurred in performing work associated with Part-time commissioners (independent contractors) invoicing and manage claims reimbursement.

Document Management

- All the information captured regarding the employees should be documented electronically.

Training and Development

- The module must be able to generate Workplace Skills Plan (WSP) and Annual Training Report (ATR).

- The module must record all details required on training schedules such as Details of learnership/Internship and recognition of prior learning, NQF levels, and Unit standard information.
- The module must be able to send training invitations and reminders to nominees.

The module must be able to record and analyse the following:

- Training undertaken by individuals, incorporating title of learning event training provider, number of hours or days, date of event and venue.
- The number of times a candidate attended training in a quarter, year etc.
- The number of times a candidate attended training of that subject/topic.
- Training undertaken evaluated e.g., by participants, department/region.
- Cost of training events
- Qualifications obtained where applicable.
- Skills Audit and Gap Analysis
- Capture results of assessment conducted (Commissioners) and bursary holder examination results.
- All details required on training schedules must be recorded such as:
- Details of learnership /Internship and recognition of prior learning
- NQF levels.
- Unit standard information.
- Full Talent Management functionality driven by learning and development needs.
- Digitise the Personal Development Plan (PDP) process must be linked to employee's talent management.
- Ability to track staff development against PDP,

Training program administration - manage training requests, enrolments, waitlists, bulk enrolments, cancellations, and withdrawals.

- Allow employees to enroll for training courses on ESS portal.

Training outcomes surveys - Capability to run surveys and generate reports on survey results.

- Attachment uploading functionality such as proof of completing training(results/certificates) linked to a document management capability.

Bursary Management of bursaries awarded to employees and report on progress.

12. FINANCE MANAGEMENT, SUPPLY CHAIN MANAGEMENT, HUMAN RESOURCE MANAGEMENT AND LEGAL SERVICES BUSINESS RE-ENGINEERING PROCESS.

The prospective service provider to undertake an end-to-end Finance Management, Supply Chain Management, Human Resource Management and Legal Services resolution business process re-engineering according to the industry best practices and provide all the necessary deliverables as dictated by the industry standards.

Business Process Re-engineering services should cover the below:

- The first approach of the BPR process will be focused of the proposed system processes.
- Based on the proposed system process, the bidder will then make additions, and amendments, where needed to provide the desired TO-BE State.
- The TO-BE State will be documented and agreed upon.

12.1 Phase timelines

Description	Timelines / Months
Phase 1 – Business Process Re-engineering	6 months - 2023/24
Phase 2 – Finance Modules (Case Management System integration should be completed at this phase).	6 months – 2023/24
Phase 3 – Supply Chain Management	6 months – 2024/25
Phase 4 – Human Resources Management	6 months- 2024/25

12.2 Current number of user and licenses

CCMA currently has approximately 1600 employees, and the below table details the number of licenses per system.

System	Number of Licenses
Sage 300 ERP	70
Sage VIP HR & Payroll	1900
Sage 300 CRM	10

13. STAGE 3: PRICING AND BBBEE EVALUATION.

Points allocated for price	80
B-BBEE Status Points	
Points allocated for B-BBEE	20
TOTAL FOR PRICE and B-BBEE PREFERENCE POINTS	100

All proposals submitted will be evaluated in accordance with the 80/20 principle, in line with PPPFA Regulations of 2022. The bidders will be required of the evaluation where only points for Price and B-BBEE will be considered.

SECTION 3: ANNEXURES

CCMA/2022/05-1CT

Annexure A

11.1 FINANCE MANAGEMENT MODULES		Points
	General Ledger	
	Synchronisation between the different modules	1
	The ability to have a workflow for Journal processing.	1
	Accessibility to GL accounts to be restricted to certain users.	1
	Prohibition of journal processing to certain GL accounts	1
	Ability to have multi-currency.	1
	Multiple customisable journal entry windows/screens.	1
	Ability to have recurring journal template to allow users to populate information.	1
	Ability to run reports in simulation.	1
	Ability to run reports at any given point for a specific period.	1
	Accounts Receivable	
	Ability to print pro-forma invoices.	1
	The customer statement should include the pro forma invoice.	1
	Able to have customer reference number under customer setup.	1
	Bank and Cash Management	
	Ability to capture petty cash in a cash book.	1
	Ability to capture investment account in a cash book.	1
	Ability to request for petty cash through a workflow process.	1
	Assets Management	
	Synchronisation between the asset module and purchasing module/contract module.	1
	Synchronisation between asset module and HR module for custodian verification and information.	1
	Assets management should have an assets verification module.	1
	Assessment and adjustments of useful lives.	1
	Ability to impair the assets.	1
	Synchronisation between ERP system and the asset verification scanner.	1
	Inventory Management	
	One inventory catalogue used nationally.	1
	Setup minimum stock levels and reminders for different costs centers.	1
	Ability to run stock level report for all the periods.	1
	Ability to adjust cost and quantity (write off and absolute etc.)	1
	Ability to prevent negative cost and quantity.	1
	Ability to capture net releasable value.	1
	Ability to run NRV/costs exception reports.	1
	Payroll Management (Reimbursement Claims)	

	Reimbursement claims must be automated and captured by the employees on their ESS.	1
	The leave module must seamlessly integrate with the General Ledger and must be workflow approval process.	1
	Facilities Management:	
	System must be able to capture travel requisition.	1
	Ability to integrate with the ERP system and Travel Management System	1
		1
11.2 MANAGEMENT ACCOUNTING AND EXPENDITURE:		
	Budget management Module (end to end)	
	Planning and Budgeting	
	The system must allow the creation of the budget template which will include amongst others; multiple activities under one GL account, setting the budget limit, setting the rates, etc.	1
	The system must allow the budget to be captured/imports directly for consolidation	1
	The system must be able to create budget sets.	1
	The system must be able to capture budget on the segments of the GL.	1
	Budget must interlink with HR and Payroll modules.	1
	The system must provide process flow to input, review, amend, submit and approval.	1
	After approval the system should lock data and only allow for viewing	1
	The system must allow the movements of funds between /within department and regions.	1
	Budget monitoring and reporting	
	The system must allow drilling down of GL Accounts	1
	Automated budget confirmations for procurement and recruitment	1
	Ability to pull custom reports (Economic Classification, Account groups, Programmes, Cost Centre, Sub cost centre, consolidation reports, Variance reports)	1
	Accounts Payable	
	The system must allow capturing of Good received notes (GRN) and returns linked to purchase orders.	1
	Once Goods received notes (GRN) is fully returned it must be completely closed. The system must be able to detect a duplicate return for the same transaction.	1
	The system must allow capturing of invoice/credit note/debit note linked to a purchase order and allow uploading of supporting documents.	1
	The system must be able to detect duplicate invoice numbers captured for the same supplier.	1
	Allow alteration of GRN processed incorrectly (only if the invoice linked to that GRN is not yet captured)	1
	The system must have option to load contracts and allow capturing of invoice linked to contracts and uploading supporting documents.	1
	The system must have approval workflow as per the delegation of authority.	1
	Ability to automatically post invoices to AP and GL after approval.	1
	Ability to run the vendor/supplier transaction listing.	1
	Ability to run/process payments with unique reference numbers.	1

	Ability to hold/release invoices for payments. (This will assist the user to select which invoices to pay in case where not all supplier invoices processed/captured are to be paid)	1
	Ability to print and re-print payment remittances	1
	After running payment, the system must create cashbook batch and automatically post to the cashbook and GL Account.	1
	The system must be able to give the following AP reports:	
	GRN report: summary and detailed:(The report will have all receipts (Good Receipts notes) not invoiced)	1
	Payment report: report on payment vendor payment details	1
	Invoices captured/processed: a report on all vendor invoices captured in the system, and their statuses.	1
	Age payables report: vendor aging report	1
	Vendor/Supplier in use detailed report: active vendor report	1
	System must be compatible to all banking systems to help import payment batches to avoid manual capturing of payments in the bank.	1
	Ability to Import and export batches in the GL.	1
	Prepayment schedule: a schedule of vendor prepayments i.e., Vendors paid in advance.	1
	Accrual schedule: will have journal entry screen that will accommodate, amongst other fields the below:	1
	Region, Name of the claimant, employment type (Part-time or fulltime), amount, claim number, status of the claim, date.	1

11.3 SUPPLY CHAIN MANAGEMENT MODULES IN DETAIL:		
	Contract Management	
	The solution is 100% paperless: it will allow electronic contract initiation [request], contract drafting, review, negotiation, approval, and execution [signing], as well as management of contracts without having to download and print the document.	1
	Contract classification: The ability to manage different contract classifications with more than one level (OPEX & CAPEX-tangible and intangible).	1
	Contract variation/amendments: The ability to extend or reduce the value of the contract or the period.	1
	The system must have the following capabilities:	
	Allow the creation of the report which will include amongst others contract number, contract description, contract classification (, contract duration, contract amount, contract paid amount, contract remaining amount, vendor number, vendor information etc.).	1
	Manage the commitment register (Reporting, editing, deleting and customisation)	1
	The management of all types of contracts (Including automated lease schedule). Please note that all contracts are currently saved on SharePoint.	1
	The ability to allow one vendor with multiple contracts.	1
	Contract Payments to Commitment Register	1
	Contract Monitoring and Supplier performance review.	1
	Legal Services:	

	Contract milestone management provides automatic e-mail notifications for contract related tasks, milestones, action items, and payments e.g., contracts requests, contract review/negotiation, contract execution, contract performance review, contract payment due date, contract expiry/ renewal date.	1
	Archiving: automatically archive contracts on the expiry date.	1
	Demand Management- Initiation and Planning	
	The system must support a periodic process of Annual Procurement Planning. Supply Chain Management must annually initiate a process of creating and publishing of Annual Procurement Plan.	1
	Demand management plan must link to budget and vice versa.	1
	Allow amendments of the procurement plan however the amendments must go through the approval process. The system must have progress report template that must be updated as and when required.	1
	Acquisition Management (procurement of Goods and Services)	
	The system must support Supply Chain Management (SCM) procurement processes, Policies, Legislations, and guidelines, which are aligned to National Treasury requirements. This should also include the request for quotation (RFQ) process.	1
	Acquisition Management (Procurement of Goods and Services – Quotations and Bids)	1
	Bidding Process – Evaluation of Projects by Bid Committee Members – Recommendation of Awards in line with the prescribed.	1
	RFQ Process – Rotation of suppliers from CSD – Quotation evaluation and PO generating including long POs and GRN as and when services or goods are received.	1
	The system must be able to provide the Open/Outstanding purchase orders reports.	1
	Vendor Management in line with the BBBEE status and	1
	Expenditure report per supplier per commodity linked to BBBEE status.	1
	The Request for Quotations (RFQ) – For transactions of less than R 1 000 000 follow the workflow set up process (user or role based).	1
	Verification of budget availability with the necessary budget information (actual, expenditure, commitments and/or balance etc.).	1
	Able to send the RFQ invitation automatically to suppliers on a rotation basis.	1
	Create a list of invited and responded suppliers.	1
	Allow the Sourcing Officer to capture the amounts from the received quotations and provide reasons for disqualifications.	1
	Able to recommend the successful supplier based on the specified requirements.	1
	Allow users to create a snapshot of CSD information of the successful supplier at the time of processing.	1
	Automate the bid process workflow. i.e., Request for Proposals (RFP) – For transactions of more than R 1 000 000.	1
	The bid Administrator must capture the functionality criteria as set in the Bid Specification document and have a snapshot of the uploaded bid proposal (received tenders).	1
	The system should enable the bidders to upload their bid submissions electronically.	1
	The BEC members should access the system to evaluate the bidders and capture scores.	1
	The system must:	
	Consolidate the captured scores.	1
	Cater for score adjustments.	1

	Short list bidders who met the pre-qualification must then move to next stage.	1
	Enable the bid administrator to capture the quoted price and BBBEE points by the short-listed bidders using the PPPFA calculation (80/20 and 90/10) point system.	1
	Be able to recommend the highest bidder.	1
	Able to generate a report that details the bid process followed.	1
	Allow internal audit to review the bid process followed and put comments. Allow amendments at any stage of the process.	1

11.3	HUMAN RESOURCES MANAGEMENT MODULES IN DETAIL:	
	Performance Management	
	Allow HR to upload performance management contract template on the system. The performance contracts must be linked to the CCMA's Departmental Operational Plan (DOP), Regional Operational Plan (ROP), and Annual Performance Plan (APP).	1
	The system must be able to define position key areas of performance and performance cycles.	1
	Allow employee and manager to capture their performance agreements with targets, conduct reviews formal and informal, capture rating and scoring, capturing of personal development plans through the approval workflow.	1
	Allow employee to upload a portfolio of evidence when requested.	1
	Allow employee/manager to appeal performance review.	1
	Generate performance report per employee.	1
	Provide reports that support talent management processes, top performers, good and non-performers.	1
	The system must be able to link the performance management outcome and training needs analysis.	1
	Electronic Recruitment / E-recruitment	
	On-boarding - System manages the entire acceptance process online,	1
	Job Requisitions and approval workflows configured to reflect CCMA internal processes	1
	The system must be accessed by both external and internal candidates with the following features.	1
	Process driven system that automates and facilitates the recruitment process; standardize and track a candidate through different stages e.g., candidate screening, interview scheduling and invitations, reference checking.	1
	Set-up competency-based screening questions per advertised position (template driven) and automatically short list closely matched candidates progress or reject candidates based on their responses.	1
	Create a talent pool (internal and external) and applicant details stored and processed in accordance with data protection principles.	1
	Ability for the system to match/evaluate/rank application data against job requirements.	1
	Ability to capture and store applicant test scores / evaluation comments.	1
	The system must support the on-boarding process (Personal Development Plan- PDP).	1
	On-boarding - System manages the entire acceptance process online,	1
	Collect new employee information via web forms and document uploads	1
	Ensures all info collected and compliance checks prior to offer acceptance, downloadable contract packs for candidates	1
	Recruitment letters (acceptance/regret letters)	1
	Electronic Signatures documents can be signed electronically.	1
	Email Notifications - automatically notifies all relevant stakeholders whenever a candidate's status changes within the process.	1

	Mobile Responsive - Candidates can search, find, apply, and manage their applications on smartphones, tablets, laptops & desktops.	1
	Jobs and Positions Management (Organizational Structure)	
	The system must support the creation and updating of the organisation structure as and when required.	1
	Managers can request a new job through the portal, by completing a requisition form custom designed to capture all the information needed and submit it for approval to the relevant authorisation.	1
	The system must support Job/position management specifications and requirements within the CCMA, and define multiple positions created from the job families (job grade, occupation level, functional area).	1
	Employee Management	
	The system must record personal information in line with labour legislative requirements as and when it gets updated.	1
	The system must keep a complete employee record including employee transactions.	1
	The system must link different CCMA employee categories of the workforce such as Permanent, Temporary, Interns, Fixed Term, Independent Contractors, Employees with disabilities.	1
	The system must send a notification when a contract comes to an end.	1
	The system must manage and record the period of employees who are acting/seconded to positions.	1
	Leave Management	
	The system must support advanced leave functionality within the BCEA framework and enforce the CCMA leave policies in conjunction with payroll module.	1
	The system must be able to calculate/deduct the unpaid leave.	1
	The system must send notification for leave forfeiture.	1
	Payroll Management System must support a remuneration structure with the ability to structure different salary packages such as Cost to Company (CTC), Salary + Benefits, Net Up structures	1
	Ability to restructure remuneration once on a yearly basis.	1
	Claims Management	
	Reimbursement claims must be automated and captured by the employees and independent contractors on their ESS.	1
	The system must support labour and claims costs by independent contractors and employees to be allocated to different departments, regions, and cost-center, if employees / independent contractors worked in more than one region in a month.	1
	The system must support electronic upload of supporting documents for all claims.	1
	For case related claims the system will integrate to Case Management System (Oracle JAVA web-based application) and integrate to the GL. The system should allow a view of all the open cases in Case Management System.	1
	For all the other claims the system will integrate with the GL.	1
	All claims will be approved following a workflow process. Both claimant and approver will be notified at any stage of the claim process.	1
		1
	Ability to have Bargaining Council to capture their claims to be routed to Account Payables.	
	It should allow for capturing of pre-defined rates for all types of claims and levels.	1

	Employment Equity	
	The system must provide a step-by-step guideline for implementing all components of Employment Equity (EE).	1
	The system must offer a tool for developing numerical EE goals and targets.	1
	The system must be able to generate all statutory equity reports (EEA2, EEA4 and EEA13) for the Department of Labour.	1
	Self-Service (Employee and Manager Self-Service)	
	Employee Self Service (ESS) capability – employees should be able to:	1
	View benefit statements and pay slips.	1
	Apply for leave and Managers Approve leave.	1
	Access Performance Management module	1
	Update their qualifications and documentation.	1
	Update personal detail.	1
	Managers should be able to approve leave and manage records.	1
	Job Costing Module	
	To process expenses incurred in performing work associated with Part-time commissioners (independent contractors) invoicing and manage claims reimbursement.	1
	Document Management	
	All the information captured regarding the employees should be documented electronically.	1
	Training and Development	
	The module must be able to generate Workplace Skills Plan (WSP) and Annual Training Report (ATR).	1
	The module must record all details required on training schedules such as Details of learnership/Internship and recognition of prior learning, NQF levels, and Unit standard information.	1
	The module must be able to send training invitations and reminders to nominees.	1
	The module must be able to record and analyse the following:	
	Training undertaken by individuals, incorporating title of learning event training provider, number of hours or days, date of event and venue.	1
	The number of times a candidate attended training in a quarter, year etc.	1
	The number of times a candidate attended training of that subject/topic.	1
	Training undertaken evaluated e.g., by participants, department/region.	1
	Cost of training events	1
	Qualifications obtained where applicable.	1
	Skills Audit and Gap Analysis	1
	Capture results of assessment conducted (Commissioners) and bursary holder examination results.	1
	All details required on training schedules must be recorded such as:	1
	Details of learnership /Internship and recognition of prior learning	1

NQF levels.	1
Unit standard information.	1
Full Talent Management functionality driven by learning and development needs.	1
Digitise the Personal Development Plan (PDP) process must be linked to employee's talent management.	1
Ability to track staff development against PDP,	1
Training program administration - manage training requests, enrolments, waitlists, bulk enrolments, cancellations, and withdrawals.	1
Allow employees to enroll for training courses on ESS portal.	1
Training outcomes surveys - Capability to run surveys and generate reports on survey results.	1
Attachment uploading functionality such as proof of completing training(results/certificates) linked to a document management capability.	1
Bursary Management of bursaries awarded to employees and report on progress.	

SYSTEM FEATURES	
Capture at source	
Capturing data electronically when a transaction occurs.	1
Availability and Accessibility:	
Should be available and accessible almost 100 percent of the time.	1
Should have high available and fail over capability.	1
Workflow	
Progression of steps (tasks, events, interactions) that comprise a work process, through automated messages.	1
Mobility:	
Wireless communication devices, such as cell phones, tablets, etc. Workflow messages and access can be obtained and approved through these wireless devices.	1
Please take note that CCMA uses Microsoft Intune.	
Paperless:	
Relating to or involving the storage or communication of information in electronic form, rather than on paper.	1
Simplicity:	
The quality or condition of being easy to understand or do. (Synonyms - clarity, plain, simple, comprehensible, understandable)	1
-	
Interface vs Integration:	
Interface is where two or more separate software products communicate under limited capacity. Data is maintained in multiple locations; thus, requiring more administration.	1
A fully integrated system means that the products are one. This happens when two or more products work closely together to combine different functionalities into one product. The data is maintained in one location.	1
User Friendly Graphic User Interface (GUI) /Ease of Navigation and Use	
Ease of use, navigation and have well designed graphical user interfaces.	1

	Garbage-In-Garbage-Out:	
	The quality of output is determined by the quality of the input.	1
	Scalable:	
	Ability to grow with the organization in in size or scale and requirements.	1
	Data Import vs Export:	
	Allow for the upload of data from other external sources into the ERP solution, i.e. Data Import, using different files sets, for example, excel, XML, CSV, CAB.	1
	Allow for the download of data from the ERP system to other external sources i.e., Data Export, using different files sets, for example, excel, XML, CSV, CAB.	1
	Matching/Reconciliation of clearing accounts:	
	The reconciliation of clearing accounts should be ease and seamless.	1
	Pre-define data formatting.	
	Data that conforms to a model and has a well-defined structure.	1
	Budget and Expenditure Management	
	The budget set should have flexibility of movements of funds at any time.	1
	To have minimum of five budget set.	1
	Allow budget inputs direct to the system	1
	System Templates	
	The solution should have templates that can be used for documentation and reporting.	1
	Security and Access levels	
	Security – should allow confidentiality, integrity, and availability.	1
	Access level – Groups, users, role based.	1
	Database structure	
	Data Model a graphical representation of the database structure and relationships.	1
	Rational database structure – tables, fields, and relationships amongst tables.	1
	Cloud Based:	
	Data stored, managed, and processed on a network of remote servers hosted on the internet	1
	Track Data vs Version/Patch changes	
	Ability to track the before and after data, and version changes.	1
	Efficiency:	

	Allow for the completion of tasks at the shortest time possible.	1
	Segregation of Duties:	
	Allow the concept of having more than one person required to complete a task.	1
	Self-Service:	
	Employee self-service is web-based applications that provide employees with access to their personal records and payroll details.	1
	Customisation vs Configuration	
	A customisation is a feature or extension or modification of a software feature that requires custom coding and or some form of implementation.	1
	A configuration is where you use native tools in the system to change its behaviour or features.	1
	Flexible reporting/ Business Intelligence	
	By allowing flexible reporting and analysis, a business intelligence system can unlock the value of the data in ERP reports. Business intelligence system provide on-line analytical processing (OLAP) and data mining tools that managers can use from the desktops to answer questions and to discover significant trends and patterns.	1
	<i>IF not built, it should be compatible with Power BI.</i>	
	One Set of Master (Static) Data	
	Single source of master or static data used across all systems, applications, and processes for an entire institution.	1
	Auditability:	
	Ability and simplicity to exam and verify transactions and records.	1
	Multifactor authentication	
	The system should be flexible enough to allow multi factor authentication	1
	Document Management:	
	Ability to upload and download supporting documents of any type and the ability to drill down to the link.	1
	Multicurrency Functionality:	
	Should be able to handle multicurrency transactions.	1
	Re-evaluation of creditors control accounts	
	Should be able to revalue creditors control accounts setup in foreign currencies.	1
	Contract Management	
	To allow long term orders open for more than twelve months.	1

	The option for variable and fixed costs.	1
	BBBEE information available on supplier setup	1
	Price list management	
	To upload for customers and suppliers price list.	1
	Prior period	
	Able to capture prior period across modules in the previous financial year, for example, prior period errors.	1
	User Monitoring Reports	
	Should be able to run user monitoring reports.	1

ANNEXURE 1: SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CCMA/2022/05 - ICT	CLOSING DATE:	02 June 2023	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION, LICENSING, SUPPORT AND MAINTENANCE OF A CLOUD BASED COMPREHENSIVE ERP SOLUTION AND THE RE-ENGINEERING OF BUSINESS PROCESSES FOR A PERIOD OF SIXTY (60) MONTHS.				
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	---	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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-FILED 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:

.....

ANNEXURE 2: SBD 3.3 (TO BE ENCLOSED IN ENVELOPE 2)

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
3.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
		TOTAL: R.....	

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

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

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

4. Period required for commencement with project after Acceptance of bid
5. Estimated man-days for completion of project
6. Are the rates quoted firm for the full period of contract? *YES/NO
7. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.
-
-
-

*[DELETE IF NOT APPLICABLE]

CCM

ANNEXURE 2A: PRICING SCHEDULE

PRICING SCHEDULE

NB: USE INK PREFERABLY BLACK TO FILL IN THIS FORM

NAME OF BIDDER:

VALIDITY: 120 DAYS

PRICING SCHEDULE

For this section, please provide an Appendix with the pricing schedule. The pricing needs to be transparent so that the CCMA understands the pricing per component of each item.

Your pricing should address the below:

PHASE 1

Description	Estimated Duration	Estimated Cost
Phase 1 – Business Process Re-engineering		
Phase 2 – Finance Modules		
Phase 3 – Supply Chain Management		
Phase 4 – Human Resources Management		

NB: All the payments will be made on completion and signoff of each phase.

PHASE 2: Licensing, Maintenance and Support

Project Name	Year 1: Estimated Costs	Year 2: Estimated Costs	Year 3: Estimated Costs	Year 4: Estimated Costs	Year 5: Estimated Costs
ERP Solution					
HRM Solution					
GRAND TOTAL FOR SIXTY (60) MONTHS					

NB: Please note that Licensing and Maintenance will be paid post Implementation.

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 State institution

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

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

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

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

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

3.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

(2) 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.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ANNEXURE 4:

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 B-BBEE.

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) B-BBEE.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
B-BBEE	20
Total points for Price and B-BBEE	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for B-BBEE with the tender, will be interpreted to mean that preference points for B-BBEE are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR B-BBEE

- 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 B-BBEE 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 B-BBEE for both the 90/10 and 80/20 preference point system.

Table 1: B-BBEE for the tender and points claimed are indicated per the table below.

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

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

The B-BBEE allocated points in terms of this tender. (B-BBEE Status Level of Contributor)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

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]

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 B-BBEE 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 B-BBEE have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

ANNEXURE 5:

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;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - 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 fulfilment 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

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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).

1. An official order indicating service delivery instructions is forthcoming.
2. 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	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



COMMISSION FOR CONCILIATION, MEDIATION & ARBITRATION

TO THE CCMA

PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013

By signing this referral form;

- a) I/we hereby grant my/our voluntary consent that my/our personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013.
- b) I/we furthermore agree that my/our personal information may be used for the lawful and reasonable purposes in as far as the CCMA (responsible party) must use my/our information in the performance of its public legal duty.
- c) I/we understand that my/our personal information may be disclosed to a third party in as far as the CCMA must fulfil its public legal duty.
- d) I/we furthermore understand that there are instances in terms of abovementioned Act where my express consent is not necessary to permit the processing of personal information, which may be related to litigation or when the information is publicly available. Further details are available on the CCMA website.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023.

COMPANY NAME: _____

INITIAL AND SURNAME OF REPRESENTATIVE OF THE COMPANY: _____

SIGNATURE OF REPRESENTATIVE OF THE COMPANY: _____

ANNEXURE 7

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

CCMA/2022/05-1CT

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>

Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	---

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

CCMA'S
STANDARD
CONDITIONS OF BID

GENERAL

- | | | |
|--|---|--|
| Actions | 1 | CCMA's Representative and each bidder submitting a bid shall act timeously as stated in these Conditions of Bid and in a manner which is fair, equitable, transparent, competitive and cost-effective. |
| Interpretation | 2 | Terms shown in italics vary for each bid. The details of each term for this bid are identified in the Bid Data. Terms shown in capital initials are defined terms in the appropriate conditions of contract. |
| | 3 | Any additional or amended requirements in the Bid Data, and additional requirements given in the Schedules in the bid returnables are deemed to be part of these Conditions of Bid. |
| | 4 | The Conditions of Bid and the Bid Data shall not form part of any contract arising from this invitation to bid. |
| Communication | 5 | Each communication between the CCMA and a bidder shall be to or from CCMA's Representative only, and in a form that can be read, copied and recorded. Communication shall be in the English language. CCMA takes no responsibility for non-receipt of communications from or by a bidder. |
| CCMA's rights to accept or reject any bid | 6 | CCMA may accept or reject any variation, deviation, bid, or alternative bid, and may cancel the bid process and reject all bids at any time prior to the formation of a contract. CCMA's Representative will not accept or incur any liability to a bidder for such cancellation and rejection but will give written reasons for the action upon written request to do so. CCMA reserves the right to accept the whole of any part of any bid. |

After the cancellation of the bid process or the rejection of all bids CCMA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to bid at any time.

The bidder shall comply with the following obligations when submitting a bid and shall:

- | | | |
|---|---|---|
| Eligibility | 1 | Submit a bid only if the bidder complies with the criteria stated in the Bid Data and the bidder, or any of his principals, is not under any restriction to do business with the CCMA. |
| Cost of bidding | 2 | Accept that the CCMA will not compensate the bidder for any costs incurred in the preparation and submission of a bid, including the costs of any testing necessary to demonstrate that aspects of the bid satisfy the evaluation criteria. |
| Check documents | 3 | Check the bid documents on receipt, including pages within them, and notify CCMA's Representative of any discrepancy or omissions. |
| Confidentiality and copyright of documents | 4 | Treat as confidential all matters arising in connection with the bid. Use and copy the documents provided by the CCMA only for the purpose of preparing and submitting a bid in response to this invitation. |
| Standardised specifications and other publications | 5 | Obtain, as necessary for submitting a bid, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the bid documents by reference. |
| | 7 | Acknowledge receipt of Addenda to the bid documents, which CCMA's Representative may issue, and if necessary apply for an extension to the deadline for bid submission, in order to take the Addenda into account. |
| Site visit and / or clarification meeting | 8 | Attend a site visit and/or clarification meeting at which bidders may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions.. Details of the meeting(s) are stated in the Bid Data. |
| Seek clarification | 9 | Request clarification of the bid documents, if necessary, by notifying CCMA's Representative earlier than the closing time for clarification of queries. |

- Insurance 10 Be informed that the extent (if any) of insurance provided by the CCMA may not be for the full cover required in terms of the relevant category listed in Section 8 of the conditions of contract, the bidder is advised to seek qualified advice regarding insurance.
- Pricing the bid** 11 Include in the rates, prices, and the bidded total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful bidder. Such duties, taxes and levies are those applicable 14 days prior to the deadline for bid submission.
- 12 Show Value Added Tax (VAT) payable by the CCMA separately as an addition to the bidded total of the prices.
- 13 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract.
- 14 State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Bid Data.
- Alterations to documents** 15 Not make any alterations or additions to the bid documents, except to comply with instructions issued by CCMA's Representative or if necessary to correct errors made by the bidder. All such alterations shall be initialled by all signatories to the bid. Corrections may not be made using correction fluid, correction tape or the like.
- Alternative bids** 16 Submit alternative bids only if a main bid, strictly in accordance with all the requirements of the bid documents is also submitted. The alternative bid is submitted with the main bid together with a schedule that compares the requirements of the bid documents with the alternative requirements the bidder proposes.
- 17 Accept that an alternative bid may be based only on the criteria stated in the Bid Data and as acceptable to the CCMA.
- Submitting a bid** 18 The CCMA require one original bidding document, indexed according to the page numbers and content as well as one CD of the same.
- Submit a bid for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Bid Data.
- 19 Return the bid returnables to the CCMA, completing without exception all the forms, data and schedules included therein.

- 20 Submit the bid as an original plus the number of copies stated in the Bid Data and provide an English translation for documentation submitted in a language other than English. Bids may not be written in pencil but must be completed in ink.
- 21 Sign the original and all copies of the bid where indicated. The CCMA will hold the signatory duly authorised and liable on behalf of the bidder.
- 22 Seal the original and each copy of the bid as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the CCMA's national office address and invitation to bid number stated in the Bid Data, as well as the bidder's name and contact address.
- 23 Seal original and copies together in an outer package that states on the outside only the CCMA's national office address and invitation to bid number as stated in the Bid Data. The outer package must be marked "CONFIDENTIAL"
- 24 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCMA's national office address and identification details stated in the bid data, as well as the bidder's name and contact details. Make sure both parts of the bid are delivered as a single package.
- 25 Accept that the CCMA will not assume any responsibility for the misplacement or premature opening of the bid if the outer package is not sealed and marked as stated
- Note:
- The CCMA prefers not to receive bids by post, and takes no responsibility for delays in the postal system or in transit within or between CCMA offices.
- Where bids are sent per fax, the CCMA takes no responsibility for difficulties in transmission caused by line or equipment faults.
- Where bids are sent via courier, the CCMA takes no responsibility for bids delivered to any other site than the bid office.
- CCMA employees are not permitted to deposit a bid into the CCMA's bid box on behalf of a bidder, except those lodged by post or courier.

Closing time

- 26 Ensure that the CCMA has received the bid at the address and in the bid box no later than the deadline for bid submission. Proof of posting will not be taken by the CCMA as proof of delivery. The CCMA will not accept a bid submitted telephonically, e-mail or by telegraph unless stated otherwise in the Bid Data.

	27	Accept that, if the CCMA extends the deadline for bid submission for any reason, the requirements of these Conditions of Bid apply equally to the extended deadline.
Bid validity	28	Hold the bid(s) valid for acceptance by the CCMA at any time within the validity period after the deadline for bid submission.
	29	Extend the validity period for a specified additional period if the CCMA requests the bidder to extend it. A bidder agreeing to the request will not be required or permitted to modify a bid, except to the extent the CCMA may allow for the effects of inflation over the additional period.
Clarification of bid after submission	30	Provide, on request from the CCMA's Representative during the evaluation of bids, any other material that has a bearing on the bid, the bidder's commercial position (including notarised joint venture agreements), preferencing arrangements or samples of materials, considered necessary by the CCMA for the purpose of a full and fair risk assessment. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the bid is sought, offered, or permitted except as required by the CCMA's Representative to confirm the correction of arithmetical errors discovered in the evaluation of bids. The total of the Prices stated by the bidder as corrected by the CCMA's Representative with the concurrence of the bidder, shall be binding upon the bidder
Submit bonds, policies etc.	31	If instructed by the CCMA's Representative (before the formation of a contract), submit for the CCMA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful bidder in terms of the conditions of contract.
	32	Undertake to check the final draft of the contract provided by CCMA's Representative, and sign the Form of Agreement all within the time required by these Conditions of Bid.
	33	Where an agent on behalf of a principal submits a bid, an authenticated copy of the authority to act as an agent must be submitted with the bid.
Fulfil BEE requirements	34	Comply with CCMA's requirements regarding BBBEE.

CCMA's Representative, shall:

- | | | |
|---------------------------------|---|---|
| Respond to clarification | 1 | Respond to a request for clarification received earlier than the closing time for clarification of queries. The response is notified to all bidders. |
| Issue Addenda | 2 | If necessary, issue Addenda that may amend, amplify, or add to the bid documents, to each bidder. If a bidders applies for an extension to the deadline for bid submission, in order to take Addenda into account in preparing a bid, the CCMA may grant such an extension and CCMA's Representative shall notify the extension to all bidders. |
| Return late bids | 3 | Return bids received after the deadline for bid submission unopened to the bidder submitting a late bid. Bids will be deemed late if they are not on the designated fax or in the designated bid box at the date and time stipulated as the deadline for bid submission. |
| Bid opening | 4 | Open the bids in the presence of the bidders' representatives who choose to attend at the time and place stated in the Bid Data. Bids for which an acceptable notice of withdrawal has been submitted will not be opened. |
| | 5 | Announce at the opening the name of each bidder only. Die unsuccessful bidder may request a debriefing meeting with the Supply Chain Manager on request. |
| Two-envelope system | 6 | Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposals in the presence of bidder's representatives and announce the name of each bid. |
| | 7 | Evaluate the quality of the technical proposals, then advise bidders who remain in contention for the award of the contract. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum criteria. |
| Non-disclosure | 8 | Not disclose to bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of bids and recommendations for the award of a contract, until after the award of the contract to the successful bidder. |

Grounds for rejection	9	Consider rejecting a bid if there is any effort by a bidder to influence the processing of bids or contract award.
Disqualification	10	Instantly disqualify a bidder (and his bid) if it is established that the bidder offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to bid.
Test for responsiveness	11	<p>Determine before detailed evaluation, whether each bid properly received</p> <ul style="list-style-type: none"> • meets the requirements of these Conditions of Bid, • has been properly signed, and • is responsive to the requirements of the bid documents.
	12	<p>Judge a responsive bid as one which conforms to all the terms, conditions, and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the CCMA's opinion would</p> <ul style="list-style-type: none"> • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data, • change the CCMA's or the bidder's risks and responsibilities under the contract, or • affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.
Non-responsive bids	13	Reject a non-responsive bid, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	14	<p>Check responsive bids for arithmetical errors, correcting them as follows:</p> <ul style="list-style-type: none"> • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. • If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected. • Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the Prices, if any, will be corrected. • The corrected price will be communicated to the bidder. The bidder may withdraw the bid, but may not change the bid price.

	15	Reject a bid if the bidder does not accept the corrected total of the Prices (if any).
Evaluating the bid	16	Evaluate responsive bids in accordance with the procedure and criteria stated in the Bid Data. The evaluated bid price will be disclosed only to the relevant CCMA bid committee and will not be disclosed to bidders or any other person.
Clarification of a bid	17	Obtain from a bidder clarification of any matter in the bid which may not be clear or could give rise to ambiguity in a contract arising from this bid if the matter were not to be clarified.
Acceptance of bid	18	Notify CCMA's acceptance to the successful bidder before the expiry of the validity period, or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the CCMA and the successful bidder.
Notice to unsuccessful bidders	19	After the successful bidder has acknowledged the CCMA's notice of acceptance, notify other bidders that their bids have not been accepted, following the CCMA's current procedures.
Prepare contract documents	20	<p>Revise the contract documents issued by the CCMA as part of the bid documents to take account of</p> <ul style="list-style-type: none"> • Addenda issued during the bid period, • inclusion of some of the bid returnables, and • other revisions agreed between the CCMA and the successful bidder, before the issue of the CCMA's notice of acceptance (of the bid). • The schedule of deviations attached to the form of offer and acceptance, if any.
Issue final contract	21	Issue the final contract documents to the successful bidder for acceptance within one week of the date of the CCMA's notice of acceptance.
Sign Form of Agreement	22	Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of the CCMA's notice of acceptance of the bid. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party comply with the request.

Complete Adjudicator's Contract	23	Unless alternative arrangements have been agreed, arrange for both parties to complete and sign the Form of Agreement and Contract Data with the selected adjudicator.
Provide copies of the contracts	24	Provide to the successful bidder the number of copies stated in the Bid Data of the signed copy of the contracts within three weeks of the date of the CCMA's acceptance of the bid.

CCMA/2022/05-ICT



**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

TABLE OF CLAUSES

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CCMA/2022/05-1CT

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required

to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.