



REQUEST FOR QUOTATION

**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPORT AND MAINTENANCE OF SAGE 300 AND SAGE
300 PEOPLE**

(RFQ NO. 61-26)

CLOSING DATE AND TIME: 18 SEPTEMBER 2026 AT 11H00

CONTENTS	PAGE
----------	------

SBD 1	3
1 PRICING SCHEDULE	
SBD 3.1	6
SBD 6.1	10
80/20 OR 90/10	11
80/20 OR 90/10	11
NB: MINIMUM REQUIREMENTS	14
1 TERMS OF REFERENCE/SPECIFICATIONS	15
5. AUTHORITY FOR SIGNATORY	3
6. EVALUATION CRITERIA	4
7. BID DOCUMENT CHECKLIST	4
GENERAL CONDITIONS OF CONTRACT	5

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS					
BID NUMBER:	RFQ NO.61/2026	CLOSING DATE:	18 SEPTEMBER 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPORT AND MAINTENANCE OF SAGE 300 AND SAGE 300 PEOPLE				
BID RESPONSE DOCUMENTS TO BE DETAILED					
PLEASE NOTE: QUOTATION TO BE E-MAILED TO: don.mandlazi@nrccs.org.za; NO HAND DELIVERED QUOTES WILL BE ACCEPTED.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Don Mandlazi		CONTACT PERSON	Phatudi Mudzunga	
TELEPHONE NUMBER	012 482 8921		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Don.Mandlazi@nrccs.org.za		E-MAIL ADDRESS	Phatudi.Mudzunga@nrccs.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

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 BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022
1.3. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:
.....

PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number RFQ 61-26
Closing Time 11:00	Closing date: 18/09/2026

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

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

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPORT AND MAINTENANCE OF SAGE 300 AND SAGE 300 PEOPLE

BASED ON THE ABOVE REQUIREMENTS AND SCOPE OF WORK THE SERVICE PROVIDER MUST USE THE TABLE BELOW TO INDICATE THE FIXED AND FIRM, ALL-INCLUSIVE PRICING FOR THE REQUIRED SERVICES:

ITEM	Description	Unit Price	Quantity	Amount
1	Monthly Fee Support and Maintenance TOR/ Specification from Page 15-28 of this document		12	
	Upgrade of Sage 300 Finance to the latest vendor-supported version		1	
	Supply, Configuration and Support of Audit Log Solution		1	
	Training Sessions (as and when required)			
	Subtotal			
	VAT 15%			
	Total Amount (Including VAT)			

- Required by:
- At:
.....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

.....

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract?

YES/NO

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

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

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

3 GENERAL DECLARATION

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (B-BBEE Status level of contributor)	
B-BBEE Level 1	20
B-BBEE Level 2	18
B-BBEE Level 3	14
B-BBEE Level 4	12
B-BBEE Level 5	8
B-BBEE Level 6	6
B-BBEE Level 7	4
B-BBEE Level 8	2
Non-compliant contributor	0

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for

specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1	20	
Level 2	18	
Level 3	14	
Level 4	12	
Level 5	8	
Level 6	6	
Level 7	4	
Level 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 specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

NB: MINIMUM REQUIREMENTS

4.7 Bidders are required to furnish the NRCS with the following for verification:

- Proof that supplier is registered on the Central Supplier Database (CSD)
 - The following key information will be accessed and verified on CSD,
 - a) Business Registration including details of directorship and membership
 - b) Tax Compliance Status
 - c) BBBEE Certificate or Sworn Affidavit

4.8 Failure to adhere to the following requirements will lead to an ***immediate disqualification***:

- Completed and signed SBD1, 3.1, 4, 6.1
- Late quotation's will not be accepted
- Compliance to specifications.

1 TERMS OF REFERENCE/SPECIFICATIONS

1. Terms of reference

The purpose of this request is to invite qualified service providers to submit quotations for the provision of support and maintenance services for the NRCS Business Applications currently in operation.

The Business Applications were implemented as part of the ERP Solution Project, which successfully delivered an integrated business application environment to automate and streamline key business processes across Finance, Human Capital Management (HCM), Facilities Management, and Supply Chain Management (SCM). The implemented solution is fully operational and supports critical business functions across the organisation. Numerous integrations were also established between the various applications to facilitate seamless data exchange and business process automation.

The support and maintenance services are required to ensure the continued availability, stability, security, reliability and optimal performance of the implemented applications and integrations. The successful service provider will be expected to provide ongoing technical support, incident resolution, troubleshooting, system maintenance, upgrades, and enhancement support to meet NRCS operational requirements.

The following business applications form part of this support and maintenance requirement:

1.1.1 SAGE 300 (Finance)

- 1.1.1.1 General Ledger
- 1.1.1.2 Accounts Payable
- 1.1.1.3 Accounts Receivable
- 1.1.1.4 Cashbook
- 1.1.1.5 Budget Maintenance
- 1.1.1.6 RecExpress

1.1.2 SAGE 300 People

- 1.1.2.1 Personnel Management and Job Administration
- 1.1.2.2 Employee Self-Service (ESS), including Manager Self-Service functionality through role-based access
- 1.1.2.3 Payroll and Leave Management
- 1.1.2.4 Performance Management
- 1.1.2.5 Personal Development Plan (PDP)

1.1.3 Integrated Systems

The following applications are integrated with the Sage 300 Finance and Sage 300 People environments. The Service Provider will be expected to support and maintain the Sage applications and assist with troubleshooting integration-related issues where they impact Sage functionality. Full application support for the systems listed below remains outside the scope of this RFQ unless otherwise approved by NRCS. The integrated applications include:

- 1.1.3.1 Microsoft Dynamics 365 Customer Engagement(Levy Declarations, Customer Portal and Service Requests)
- 1.1.3.2 Direct Hire (eRecruitment)
- 1.1.3.3 Modern Flow (Workflow Automation, Requisition Management)

2. Background

The National Regulator for Compulsory Specifications (NRCS) currently operates an integrated Enterprise Resource Planning (ERP) environment comprising Sage 300 Finance Version 2021, Sage 300 People, Employee Self-Service (ESS), and various integrated business applications that support key Finance, Human Capital Management (HCM), Facilities Management, and Supply Chain Management (SCM) business processes. The solution was implemented as part of the ERP Programme and serves as a critical business platform supporting operational, financial, reporting, compliance, and governance requirements across the organization.

The Sage 300 Finance and Sage 300 People environments are hosted within the NRCS infrastructure and are integrated with other business systems to facilitate efficient business process automation, information sharing, and service delivery. These systems support critical organisational functions, including financial management, budgeting, payroll administration, leave management, employee self-service, procurement, reporting, and management decision-making.

To ensure the continued availability, reliability, security, compliance, and optimal performance of these systems, NRCS requires the services of a suitably qualified and accredited Sage support partner to provide comprehensive support, maintenance, enhancement, security, and upgrade services. The appointed service provider will be responsible for supporting the existing environment while ensuring that the solutions remain aligned with current vendor-supported releases, cybersecurity standards, and industry best practices.

As part of this engagement, the successful bidder shall conduct an assessment of the current Sage environment and provide all services required to upgrade Sage 300 Finance, Sage 300 People, Employee Self-Service (ESS), and associated components to the latest stable and vendor-supported versions approved by NRCS. The upgrade services shall include planning, installation, configuration, testing, migration, user acceptance testing support, knowledge transfer, and post-implementation support.

In support of NRCS's cybersecurity, governance, risk management, and audit requirements, the successful bidder shall also provide, implement, configure, support, and maintain an appropriate Multi-Factor Authentication (MFA) solution and a comprehensive Audit Log Solution compatible with both the current and upgraded Sage environments. The MFA solution shall strengthen access security through enhanced user authentication controls, while the Audit Log Solution shall provide detailed audit trails of user activities, transactions, approvals, security changes, access modifications, and master data amendments to support management oversight, internal audit, external audit, forensic investigations, and regulatory compliance requirements. The Sage 300 People environment supports MFA capabilities, while additional authentication solutions may be required for Sage 300 Finance and related components.

The appointed service provider shall further ensure that all implemented security, authentication, audit logging, and upgrade components are appropriately integrated, documented, maintained, and supported throughout the contract period, including the transfer of knowledge and skills to designated NRCS personnel.

The objective of this procurement is to appoint a suitably qualified service provider capable of delivering comprehensive support and maintenance services, implementing the required system upgrades, deploying Multi-Factor Authentication and Audit Log capabilities, and ensuring the long-term security, compliance, sustainability, and operational effectiveness of the NRCS ERP environment.

- i. Currently the SAGE 300 and SAGE 300 people are hosted on NRCS' environment, while the Microsoft Dynamics 365 Customer Engagement and Direct Hire are hosted on their vendors' respective clouds and integrated to the internally hosted SAGE 300 systems. The NRCS is responsible for the support, maintenance, and administration of the Microsoft Windows operating system server on which the system is hosted. The NRCS ICT Team is further responsible for access to the System and the Operating System as well as the Security of the network and the infrastructure.
- ii. Some of these systems use IIS as the webserver to serve the application and integrate to other platforms and are predominantly running with Windows Servers with Ms. SQL Serving at a Database Management System (DBMS)
- iii. NRCS requires specialised Sage product expertise and vendor-supported technical skills to support, maintain, enhance, secure, and upgrade the environment in line with business and operational requirements.
- iv. The NRCS ICT Team subscribes to a formal Change Management process through which proposed changes to the systems are coordinated and approved before they are implemented.

3. Scope of Work

The scope of work includes 2 major areas: firstly, Business Applications Support which pertains to SAGE 300 (Finance), SAGE 300 People (Human Capital Management, Payroll) and Employee Self-Service (ESS).

This scope is intended to ensure that all the issues that prevent business users from fulfilling their duties and tasks are promptly attended to and resolved to the satisfaction of the customers of the NRCS.

Consequently, the System to be part of the scope of this Request for Quotation are as follows:

1. SAGE 300 Finance (Finance)

- a. General Ledger
- b. Accounts Payable
- c. Accounts Receivable
- d. Cashbook
- e. Budget Maintenance
- f. RecExpress

2. SAGE 300 People (HR)

- a. Personnel Management and Job Administration
- b. Employee Self-Service (ESS), including Manager Self-Service functionality through role-based access
- c. Payroll and Leave Management
- d. Performance Management
- e. Personal Development Plan (PDP)

The expectation is also to ensure that systems perform optimally without errors, defects, system failures, or bugs that impact operational sustainability of the NRCS. Also, the Service Provider will be expected to ensure that systems' integrations with other systems works as expected. The success of the Service Provider's response in respect of this service will be informed by the reduction of calls logged by business users and customers in respect to the use of the systems and reliability of customers' accounts.

The second part of the scope is intended to provide technical support and maintenance of these systems and their integrations while ensuring sustainable availability, usability and reliability of the systems. This technical support and maintenance pertain to support of the NRCS staff in investigating and fixing bugs, implementation of new enhancement requests, installation of new versions and security updates and skills transfer to the NRCS staff. These two areas are detailed below:

- 1.1.1 Helping end-users, resolving their issues, answering queries, and offering troubleshooting guidance to improve their experience.
- 1.1.2 Investigation and fixing incidents that affect users and customers wherein something that was working stopped working as expected.
- 1.1.3 Investigating complex issues to determine their underlying causes, often involving log investigation and database analysis.
- 1.1.4 System Monitoring to ensure availability, accessibility and usability and ensure that unexpected downtimes do not occur.
- 1.1.5 Maintenance of Accesses and Authorizations to ensure that the users are granted access to the right functionality on all the systems as guide by the NRCS
- 1.1.6 Performance monitoring and optimization of all the systems to ensure optimum performance of all the systems.

1.1.7 **Technical Maintenance Service**

Applications of Security and functional updates as and when required

Update Security and Access profiles for customers, and internal users.

Testing of new updates for stability and reliability in line with business requirements.

Enhancement of other functionality in line with business requirements

Upgrade Sage 300 Finance and Sage 300 People from the currently deployed versions to the latest vendor-supported version approved by NRCS and provide post-upgrade support.

1.1.8 **Audit Log Module Implementation and Support**

The Service Provider shall supply, install, configure, test, support and maintain an Audit Log Solution compatible with the current Sage 300 Finance and Sage 300 People environment.

The Audit Log Solution shall:

Monitor and record all user activities and transactions.

Record additions, modifications, approvals, reversals and deletions.

Maintain before-and-after values of key financial and master data records.

Provide audit reports for management, internal audit and external audit purposes.

Track user logins, security changes and access-related activities.

Support segregation of duties monitoring.

Allow export of audit information to Excel, PDF and other reporting formats.

Be supported and maintained throughout the contract period.

1.1.9 **Maintenance Tasks**

Researching the suitability of Official Updates to be implemented in the Production Environment. The Provider will only perform updates using Official Releases.

In the extreme event where an existing and serious problem is resolved by a Development Release the Service Provider will advise the Technical Contact. The customer reserves the right to determine which Updates are applied to the Production Environment and will not apply any Updates which they believe may have an adverse effect on stability, security or performance thereof.

Upgrading the systems to the latest vendors' versions as and when in collaboration with the NRCS ICT Technical team.

Maintaining a Development and UAT Environment which is used for the testing of Official Updates against the most recent published version of the Production Environment.

Applying and testing Official Updates in the Development Environment and providing test results before requesting the customer to test.

Implementing, in the Production Environment, those Official Updates which have been tested in the Development or Testing Environment, and which have not presented any material issues.

Rectifying any issues in the Production Environment, which have been presented as a direct result of the applied updates.

Maintaining a written log of Updates applied to the Production Environment.

Adhering to the Maintenance Schedule as detailed in Section b of this Agreement.

1.1.10 Maintenance Schedule

Official Releases of Bug Fixes and New features will be implemented to the Production Environment:

- Once a month
- As a collective
- Within the last week of the calendar month.

Official Releases of Security Updates will be implemented to the Production Environment:

1.1.10.1.1 Within two working days of release.

1.1.10.1.2 Maintenance performed on the Development Environment as part of the testing will be performed during the Business Day.

1.1.10.1.3 Maintenance performed on the Production Environment will be performed outside of the Business Hours and Days and the Service Provider is expected to be available to deal with such.

1.1.10.1.4 The Provider will notify the Technical Contact in writing of their intention to perform Maintenance on the Production Environment, specifying the proposed date and time. The Technical Contact will in turn advise in writing whether the proposed date and time are suitable, authorizing the Provider to proceed or proposing an alternate date and time.

1.1.10.1.5 All Maintenance will be performed remotely, and it is the responsibility of the Client to ensure the Provider has the necessary access to the Production Environment. Should on-site maintenance be required the Client will pay the Provider for all travel, accommodation, subsistence and any other charges incurred by the Provider to perform the Maintenance.

1.1.10.1.6 In the case of a server crash, it will be the responsibility of the NRCS and the service provider to restore the system to the state it was in before the server malfunction.

1.1.10.1.7 Assist with review of regular access and authorizations to ensure that there are no access conflicts with the system.

Payment Gateway Integration Support and Maintenance

The Service Provider shall provide support, maintenance, monitoring, and enhancement services for the payment gateway integration within Sage finance system to ensure secure, reliable, and uninterrupted online payment processing.

This shall include, but not be limited to, the following:

- 1.1.11 Building of Payment Gateway Integration APIs
- 1.1.12 Support and maintenance of integrations between the NRCS-approved payment gateway providers.
- 1.1.13 Configuration, testing, and support of payment methods approved by NRCS.
- 1.1.14 Monitoring and maintenance of secure transaction processing mechanisms to ensure compliance with applicable security standards and industry best practices.
- 1.1.15 Maintenance and support of real-time payment status updates within the Sage Finance system and NRCS integrated systems including successful, pending, failed, cancelled, and reversed transactions.
- 1.1.16 Support for the automated generation and delivery of payment receipts, confirmations, and transaction notifications.
- 1.1.17 Investigation, troubleshooting, and resolution of payment integration incidents, including failed transactions, duplicate transactions, reversals, refunds, and payment processing exceptions.
- 1.1.18 Monitoring and maintenance of interfaces between the payment gateway, and any integrated NRCS or revenue management systems.
- 1.1.19 Support for reconciliation processes between payment transactions, banking records, and system-generated financial reports.
- 1.1.20 Implementation of fixes, enhancements, upgrades, and configuration changes required to maintain compatibility with payment gateway provider updates and changes.
- 1.1.21 Testing and validation of payment gateway functionality following system updates, enhancements, or infrastructure changes to ensure continued operational stability.

Year-End Financial Support Services

- 1.1.22 Provide dedicated support to the Finance Department during annual financial statement preparation, audit preparation, and financial year-end processing.
- 1.1.23 Assist with the investigation, identification, and resolution of system-related issues affecting financial reporting, reconciliations, and financial transactions when the need arises.
- 1.1.24 Provide technical assistance in resolving Age Analysis, sub-ledger to General Ledger reconciliation issues, posting errors, transaction imbalances, and reporting exceptions.
- 1.1.25 Ensure the availability of specialist Sage 300 Finance resources during critical reporting periods to support Finance officials in meeting reporting and audit deadlines.
- 1.1.26 Assist with the extraction, verification, and validation of financial information and reports required for management reporting, annual financial statements, and audit purposes.
- 1.1.27 Investigate and resolve interface and integration issues that may impact financial transactions and reporting accuracy.
- 1.1.28 Provide priority support for critical financial reporting incidents in accordance with agreed Service Level Agreements.
- 1.1.29 Support Finance, and ICT teams with system-related information, transaction analysis, and audit queries where required.

Limitations and Exclusions

- 1.1.30 The maintenance of the windows operating system and the IIS webserver will remain the responsibility of the NRCS technical staff.
- 1.1.31 Routine backups of the database and server will be the responsibility of the NRCS.
- 1.1.32 Antivirus software as it pertains to the windows operating system will be the responsibility of the NRCS.
- 1.1.33 Creation and maintenance of SSL certificates for the website will be the responsibility of the NRCS.
- 1.1.34 Application Access and Authorization
- 1.1.35 Maintain all users' access profiles to ensure that the right access is provided to the right users.
- 1.1.36 Ensure that there is adequate segregation of duties between internal staff responsible to approval and submission of requests on the system.
- 1.1.37 Regular review access logs on the system and submit them for review and approval by management.

Support Process

- 1.1.38 A request process will be established whereby the nominated NRCS contact will submit a request to the Service Provider Solutions Support Management system.
- 1.1.39 Service Provider Solutions will respond with the agreed Service Level Agreement to be signed with NRCS.
- 1.1.40 The request will be investigated and together with the NRCS contact to determine an appropriate resolution.
- 1.1.41 Service Provider Solutions will implement the Resolution in the Staging environment and notify the Technical Contact/s once the Resolution is ready for testing on the Staging Environment.
- 1.1.42 Technical Contact/s will be required to Test the Resolution on the Staging environment and advise Service Provider Solutions whether the Resolution has successfully addressed the Request.
- 1.1.43 If the Resolution does not resolve, the Request Service Provider Solutions and technical Contact/s will revise the Resolution until such time as the Request has been satisfactorily addressed.
- 1.1.44 Once the Technical Contact/s has Approved the Resolution in writing it will be scheduled for the next Production Window.
- 1.1.45 Should the implementation of the Resolution be deemed Urgent and unable to wait until the next Production Window, then the Parties will agree on a suitable date and time for the Resolution to be implemented to the Production environment

Service Level Requirements.

The Service Provider is expected to provide a Service Level proposal that is in line with the NRCS' requirements and prioritization approach as outlined in the table below. Incidents for issues received by the help desk will be given a Severity Code from 1 – 4 based on how important responding to the problem is to the primary business of the entire NRCS, as well as the availability of workarounds. The Severity Code will be the basis for scheduling work on the backlog and assigning resources to the request. Critical, important, and supportive application functions are defined in the section below on Application Function Type.

Severity Code	Definition
1	A problem has made a critical application function unusable or unavailable and no workaround exists.
2	A problem has made a critical application function unusable or unavailable, but a workaround exists. or A problem has made an important application function unusable or unavailable and no workaround exists.
3	A problem has diminished critical or important application functionality or performance, but the functionality still performs as specified in the user documentation.
4	The problem has diminished supportive application functionality or performance.

Target Response and Resolution Times

Severity codes are used to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the help desk. If the problem is not resolved within the defined timeframe, continuous effort will be applied until the problem is resolved. The NRCS Service Management system will be used for monitoring and measurement of the Service Level Management performance against the service provider. The Service

Provider will be granted access to the System to enable them to access and update calls assigned against the service provider.

Severity Code	Initial Response	Estimation Response	Subsequent Responses	Resolution
1	30 minutes	2 hours	Every 1 hour.	8 hours
2	45 minutes	2.5 hours	Every 2 hours	16 hours
3	1.5 hour	8 hours	Every 4 hours	4 calendar days
4	2 hours	Next business day	Weekly	20 calendar days

- 1.1.46 The Service provider is expected to submit copies of its Incident Management, Request Management, Change Management, Problem Management processes and through which they are going to management their support and maintenance service to ensure the availability, accessibility, and usability of the system.
- 1.1.47 The processes must clearly articulate how incidents will be attended to until resolution, how requests will be handled until successful delivery and how problems will be identified, management to ensure stability of the system.

Ad-hoc enhancement of the System.

- 1.1.48 Provide system enhancement of the system on ad hoc basis based on business requirements.
- 1.1.49 Develop requirements functional documents in collaboration with NRCS ICT Team to inform the system functional capabilities needed to deliver against those requirements.
- 1.1.50 Facilitate requirements elicitation sessions in collaboration with NRCS ICT Team to discuss business issues, process requirements to inform the total scope for enhancements.
- 1.1.51 Provide expert advice and guidance to the NRCS Team (ICT and Business) with the best practices for enhancements of the system to ensure stability of the solution.

Skills Transfer

The Service Provider will ensure that staff are adequately trained to operate the system internally as it pertains to the administration of the system. A formal knowledge transfer must be provided as part of the service provider's response to this RFQ to demonstrate how the knowledge and skills will be transferred to the NRCS ICT Team and how this work's effectiveness will be assessed and proven.

Monthly Reporting

- a) Number of incidents logged
- b) Number of incidents resolved
- c) SLA performance statistics
- d) Outstanding incidents

- e) Enhancements completed
- f) Hours utilised
- g) Hours remaining
- h) Security and maintenance activities performed
- i) Risks identified and recommendations.

4. NRCS Project Manager/Contact Person

1.1.52 The nominated NRCS contact will to:

- a) Review the Issues & timesheets monthly
- b) Provide guidance as to the priority of work to be done.
- c) Ensure the total number of hours for the 24-months' period is used effectively within the contract period.
- d) The report should indicate the number of calls resolved within and outside of the agreed SLA.

5. Contract Duration

The planned duration of this service will be for 12 Months.

6. Exit & Handover

At the end of the contract, the service provider must ensure full knowledge transfer and handover of all system documentation and configurations.

7. SPECIAL CONDITION OF RFQ

- a) The NRCS may, at its sole discretion award an assignment or any part thereof to the service provider.
- b) The service provider may not cede or assign any part of its agreement with the NRCS nor subcontract any part of the assignment assigned to them without the prior written authorization of the NRCS.
- c) The NRCS may at its own discretion vary an instruction to include more assignment.
- d) The successful contractor must always comply with NRCS's policies and procedures as well as maintain a high level of confidentiality of information.
- e) All information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Chief Executive Officer or his delegate.
- f) The service provider may prepare a separate pricing schedule in light of the items provided in the pricing schedule for the NRCS requirements.
- g) The General Conditions of Contract (GCC) must be signed on each and every page by the service provider as included in the bid document.
- h) Training sessions will be scheduled as and when required

8. PROCUREMENT POLICIES AND PROCEDURES

- a) The general conditions of the RFQ, contract and order will be applicable to this RFQ.
- b) The NRCS reserves the right to award the bid in full or part.
- c) The NRCS reserves the right to NOT appoint or cancel the project.

9. RFQ Evaluation

1.2 The proposals will be evaluated as follows.

- 1.2.1 *Evaluation Stage One: Compliance to compulsory requirements*
- 1.2.2 *Evaluation Stage Two: Functionality evaluation criteria.*
- 1.2.3 *The evaluation of the bid in functionality will be as per table 1 below.*
- 1.2.4 *Evaluation Stage Three: Preference Point System*

The 80/20 preference point system shall be applicable to this phase, where 80 points represent maximum obtainable points for the lowest acceptable price, and 20 points represent the NRCS specific goals B-BBEE level status. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table as listed in the bid documentation (SBD6.1).

10. Response to the RFQ

The bidder must respond to this RFQ by outlining its experience in supporting similar systems to demonstrate that it has the capability to effectively render the service required by the NRCS. Detailed information such as the existing support processes including but not limited to incident response, escalation process, change management, problem management process must be submitted as part of the response to demonstrate capability.

The bidder must further provide its current structure to demonstrate how their organization is structured to further provide assurance that it can deliver the required services. Certifications of accreditation by the vendors of these systems and applications will serve as added advantage and where bidders submit certificates of accreditation for their Joint Venture partner/s or subcontractors or subsidiaries, a formal contract or letter that outlines how the scope will be shared must be attached. The service provider must provide a detailed proposal on how the SLA will be met and what punitive measures are proposed for the NRCS in cases of failure to meet the agreed SLA.

11. MANDATORY REQUIREMENTS

- 1. The bidder must note that failure to submit or adhere to the following requirements will lead to an immediate disqualification of the proposal:
 - a. Completed and signed SBD forms 1, 3.1, 4 and 6.1
 - b. Late Submissions will not be accepted.

No	Qualification Criteria	Supporting Document Required	Compliance (Yes or No)	Reference Page in the Bid
1	The bidder must be a current accredited Sage Business Partner authorised to provide support and maintenance services for Sage 300 Finance and Sage 300 People solutions.	Valid Sage accreditation certificate, partnership certificate, from Sage demonstrating current accreditation status of SAGE 300 Finance and SAGE 300 People from SAGE		

FUNCTIONALITY EVALUATION CRITERIA

- For the purpose of comparison and to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance with the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients, etc.).

Minimum Required Score for functionality evaluation is 70 points out of 100 points. Bidders that score a minimum of 70 points on functionality will be evaluated on price and preference as per SBD6.1. Bidders that score less than 70 points on functionality evaluation will be disqualified.

Phases of SCM evaluation processes	Minimum qualification criteria for this phase	Total Points	Weight	Minimum requirement to qualify for next phase
1. Functionality evaluation	Confirm responsiveness of bids and verify documents submitted	100	70%	70 points or more of functionality evaluation to qualify for price and preference (Specific goals) evaluation

2. Functional Evaluation (Desktop)

2.1 The bid/proposal will be evaluated for functionality and be rated as follows:

2.1.1 Table 1

ITEM	DESCRIPTION	DETAILED DESCRIPTION	RATING	WEIGHT
1. Technical Feasibility	1.1 The bidder must clearly indicate the following: - How the system will be supported in line with set requirements specified in Section 3. - Detailed information to demonstrate that the service provider has the skills, expertise and experience to support the system.	1.1.1. Information provided on the support and maintenance of the systems but not meeting some of the requirements for the organisation to demonstrate the adequacy of the Service Provider.	1	60
		1.1.2. Limited information on how system will be supported and maintained to meet each of the requirements for the organisation was provided to demonstrate the capacity of the Service Provider.	2	
		1.1.3. Adequate information on how the system will be supported and maintained to meet each of the requirements for the organisation has been provided to demonstrate the capacity of the Service Provider. Processes such as incident management, problem management, and escalation matrix have been submitted to demonstrate the credentials of the bidder.	3	
		1.1.4. Detailed information on how the system will be supported and maintained to meet each of the requirements for the organisation has been provided to demonstrate the adequate capacity of the Service Provider. Processes such as incident management, problem management, and escalation matrix, and change management process have been submitted to demonstrate their credentials.	4	
		1.1.5. Comprehensive information on how the system will be supported and maintained to meet each of the requirements for the organisation has been provided to demonstrate the capacity of the Service Provider. The bidder has further submitted processes such as incident management, problem management, change management and escalation matrix have been submitted together with their organizational structure to demonstrate the credentials. The bidder has ITSM to register and monitor calls.	5	
2. Service Level Agreement	2.1. The bidder must clearly indicate how they will provide the support and maintenance service to ensure availability, usability and accessibility of the system through service level	2.1.1. No details on SLA provided without addressing the necessary elements.	1	20
		2.1.2. SLA Provided but missing some elements or not detailed enough.	2	
		2.1.3. Detailed SLA proposal provided with the necessary elements and timelines.	3	

	commitment (Provide proposed Service Level commitment with clear timelines).	2.1.4. Detailed SLA proposal provided with all the necessary elements, timelines or response times that are suitable to our needs.	4	
		2.1.5. Detailed SLA information proposal provided with all the necessary elements, timelines or response times that are suitable to our needs and also exceed our expectations.	5	
3. Bidder's Track Record and References	3.1. The bidders must provide contactable reference on official company letterhead from clients for whom support and maintenance services were provided for Sage 300 Finance and Sage 300 People solutions within the past three years from the closing date of this bid.	3.2.1. One reference provided.	1	10
		3.2.2. Two completed references provided.	2	
		3.2.3. Three completed references provided.	3	
		3.2.4. Four completed references provided.	4	
		3.2.5. Five and above completed references provided.	5	
4. Experience performing Sage 300 version upgrades	Contactable reference letter on the client's official letterhead confirming the successful completion of a Sage 300 version upgrade. The reference letter must indicate: - Client name - Sage product upgraded (Finance and/or People) - Upgrade completed successfully - Contact person, email address and telephone number	No evidence of Sage 300 version upgrade experience submitted.	1	10
		Evidence of one Sage 300 version upgrade project submitted.	2	
		Evidence of two Sage 300 version upgrade projects submitted.	3	
		Evidence of three Sage 300 version upgrade projects submitted, including implementation of security enhancements or audit controls.	4	
		Evidence of four or more Sage 300 version upgrade projects submitted, including MFA, Audit Log solutions, security enhancements and successful knowledge transfer.	5	
		MINIMUM QUALIFYING THRESHOLD	70	
		TOTAL SCORE	100	

5. AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority **by attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

" By resolution of the board of directors passed on _____ 20 _____

Mr/Mrs/Ms. _____ has been duly authorized to sign all

documents in connection with the Tender for Contract _____

No _____ and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

6. EVALUATION CRITERIA

Bid will be evaluated on the basis of the PPPFA 80/20-point system as presented in the Preferential Procurement Regulations 2022, for this purpose SBD 6.1 form should be scrutinized, completed and submitted together with your quotation. The 80/20 point system will be as follows:

Price Assessment	80 Points
TOTAL	80
Preferential Elements	20 Points
B-BBEE Status Level of Contributor (Specific Goals)	Number of Points (80/20 system)
B-BBEE Level 1	20
B-BBEE Level 2	18
B-BBEE Level 3	14
B-BBEE Level 4	12
B-BBEE Level 5	8
B-BBEE Level 6	6
B-BBEE Level 7	4
B-BBEE Level 8	2
Non-compliant contributor	0

Signature of person authorized to sign the bid _____

Date: _____

7. BID DOCUMENT CHECKLIST

A completed and signed bid document must be submitted in a file. The bid/tender documentation must be placed into a file with dividers between every schedule. The schedule must be numbered as follows:

	Description	Submitted (Yes/No)
Schedule	Proof of registration with CSD (which SCM will further verify after closing date).	
Schedule 2	Provide compliance pin with a tax compliant status (unless proof is attached that tax obligations with SARS are met).	
Schedule 3	Certified ID copies of the directors / trustees / shareholders and their shareholding percentages	
Schedule 4	Fully completed and signed SBD forms	
Schedule 5	Original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating your B-BBEE rating. An Exempted Micro Enterprises (EMEs) are required to submit a sworn affidavit.	
Schedule 6	Evaluation Criteria	

GENERAL CONDITIONS OF CONTRACT**THE NATIONAL TREASURY**
Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010**GOVERNMENT PROCUREMENT**
GENERAL CONDITIONS OF CONTRACT
July 2010**NOTES**

The purpose of this document is to:

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

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

▣ The General Conditions of Contract will form part of all bid documents and may not be amended.

▣ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

- 1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad 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

- 7.1.1 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.
- 7.1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or 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.

NRCS SUPPLIER DECLARATION FORM

The Financial Director or Company Secretary

NRCS Vendor Management has received a request to load your company on to the NRCS vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB: ▪ Failure to submit the above documentation will delay the vendor creation process.

▪ Where applicable, the respective NRCS business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective NRCS business unit etc.

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).

- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the NRCS person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products in order that he/she should complete and Internal NRCS Departmental Questionnaire before referring the matter to the appropriate NRCS Vendor Master Office.**

Regards,
NRCS Vendor/Supplier Management

Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Number	Account		
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate			Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	

NRCS Contact Person	
Contact number	
NRCS operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products.

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable) (* - Minimum requirements)

2.1	Indicate the business sector in which your company is involved/operating:		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2	What is your company's annual turnover (excluding VAT)? *								
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3	Where are your operating/distribution centres situated *		

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable) (* - Minimum requirements)

3.1	Did the firm previously operate under another name? *		
YES		NO	

3.2	If Yes state its previous name:*	
Registered Name		
Trading Name		

3.3	Who were its previous owners / partners / directors?*	
SURNAME & INITIALS	ID NUMBERS	

3.4 List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *

SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

3.5 List details of current directors, officers, chairman, secretary etc. of the firm: *

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6 List details of firms personnel who have an ownership interest in another firm: *

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) (* - Minimum requirements)

4.1 How many personnel does the firm employ? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1 In terms of above kindly provide numbers on women and disabled personnel? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1	Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?
-------	---

YES		NO	
-----	--	----	--

4.2.2	Is your company a recipient of Enterprise Development Contributions?*
-------	---

YES		NO	

4.2.3	May the above mentioned information be shared and included in NRCS Supplier Database for future reference? *
-------	--

YES		NO	
-----	--	----	--

4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *
-------	--

YES		NO	
-----	--	----	--

4.2.5	If yes (above) kindly provide the following information:
-------	--

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:
-------	---

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7	Are any of your members/shareholders/directors ex-employees of NRCS?
-------	--

YES		NO	
-----	--	----	--

4.2.8	Are any of your family members employees of NRCS?
-------	---

YES		NO	
-----	--	----	--

4.2.9	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees
-------	--

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

DECLARATION

I, the undersigned hereby declare, in my capacity as _____
and duly authorised thereto, that the information furnished is true and correct and I hereby indemnify the South African NRCS
from any loss and/or damages howsoever caused that I or any other party may suffer as a result of the said information being
incorrect.

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF ENTERPRISE/ORGANISATION:

Name:	Signature:	Date:	Telephone
Address:			