



## REQUEST FOR PROPOSAL

IN ACCORDANCE WITH PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND PREFERENTIAL PROCUREMENT REGULATIONS 2017, THIS BID IS SUBJECT TO A PRE-QUALIFICATION CRITERIA AS OUTLINED BELOW.

ONLY COMPANIES FALLING IN THE FOLLOWING CATEGORY MAY RESPOND TO THIS RFB:

**-COMPANIES WITH A B-BBEE STATUS/ LEVEL OF 1-8**

<b>RFB NUMBER:</b>	RFB024/2022
<b>DESCRIPTION:</b>	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND SUPPORT OF ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION FOR SAFCOL FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
<b>PUBLICATION DATE:</b>	11 SEPTEMBER 2022
<b>VALIDITY PERIOD:</b>	90 DAYS FROM THE CLOSING DATE
<b>CLOSING DATE:</b>	09 NOVEMBER 2022
<b>CLOSING TIME:</b>	12H00
<b>COMPULSORY BRIEFING SESSION</b>	<p>COMPULSORY BRIEFING SESSION WILL BE HELD ON MICROSOFT TEAMS AS PER BELOW LINK:</p> <p><a href="#">Click here to join the meeting</a></p> <p>DATE: 28 SEPTEMBER 2022 TIME: 11H00 - 12H30</p>
<b>BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:</b>	<p>SAFCOL HEAD OFFICE MERCEDES BENZ BUILDING, 4<sup>TH</sup> FLOOR 209 ARAMIST AVENUE MENLYN MAINE PRETORIA, 0181</p>
<b>PRICE OF BID DOCUMENT</b>	NO CHARGE
<b>SCM INQUIRIES:</b> For all bidding related enquiries	E-mail: <a href="mailto:tenders@safcol.co.za">tenders@safcol.co.za</a>
<b>NAME OF BIDDER:</b>	
<b>TOTAL BID AMOUNT (Including VAT): R</b>	

RFB024/2022 – PROVISION AND SUPPORT OF ERP SOLUTION TO SAFCOL

**Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it shall not be accepted for consideration.**

The SAFCOL's Bid Box is generally accessible 8 hours a day from 08h00 to 16h30; 5 days a week (Monday to Friday). Bidders must ensure that they **deposit their bids in the tender box situated next to the reception.**

**(Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses)**

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – **(NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

**BIDDING STRUCTURE**

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Using Subcontractors	
Other	

If individual bidder, indicate the following:	
Name of bidder	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	
If Joint Venture, indicate the following: (To be completed for each JV)	
Name of prime contractor	
Registration number	
VAT registration number	

<b>If Joint Venture, indicate the following: (To be completed for each JV)</b>	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If Consortium, indicate the following: (To be completed for each Consortium member)</b>	
Name of Joint Venture/ Consortium member	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using subcontractors, indicate the following: (To be completed for each subcontractor)</b>	
Name of prime contractor	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

**Checklist of documents to be submitted:**

*Please tick in the relevant block below*

<b>YES</b>	<b>NO</b>	
<input type="checkbox"/>	<input type="checkbox"/>	Submit an Original bid document and a copy
<input type="checkbox"/>	<input type="checkbox"/>	SBD 1: Invitation to Tender (with a signature of an authorized representative of the Tenderer)
<input type="checkbox"/>	<input type="checkbox"/>	Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorized representative of the Tenderer)
<input type="checkbox"/>	<input type="checkbox"/>	SBD 3.1 Pricing Schedule
<input type="checkbox"/>	<input type="checkbox"/>	SBD 4- Bidder's disclosure
<input type="checkbox"/>	<input type="checkbox"/>	SBD 6.1 Preference Point Claim Form in terms of the preferential procurement regulations 2017
<input type="checkbox"/>	<input type="checkbox"/>	SBD 6.2 Declaration Certificate for Local Production and Content for designated sectors
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	A breakdown of how fees and work will be spread between members of the Tendering consortium.
<input type="checkbox"/>	<input type="checkbox"/>	Supporting documents to responses to Mandatory Criteria
<input type="checkbox"/>	<input type="checkbox"/>	General Conditions of Contract (GCC)
<input type="checkbox"/>	<input type="checkbox"/>	Supporting documents – Central Supplier Database Registration Summary Report

## PART A

### INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SAFCOL</b>					
BID NUMBER:	<b>RFB024/2022</b>	CLOSING DATE:	<b>09 NOVEMBER 2022</b>	CLOSING TIME:	<b>12:00</b>
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND SUPPORT OF ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION FOR SAFCOL FOR A PERIOD OF THIRTY-SIX (36) MONTHS.</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**SAFCOL HEAD OFFICE  
MERCEDES BENZ BUILDING, 4<sup>TH</sup> FLOOR  
209 ARAMIST AVENUE  
MENLYN MAINE  
PRETORIA, 0181**

#### 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				

	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			

**[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]**

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	<b>SAFCOL</b>	CONTACT PERSON	N/A
CONTACT PERSON	<b>N/A</b>	TELEPHONE NUMBER	N/A
TELEPHONE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	<b>N/A</b>	E-MAIL ADDRESS	N/A
E-MAIL ADDRESS	<b>tenders@safcol.co.za</b>		

# SBD1

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

#### 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
  - 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
  - 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
  - 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

## GENERAL INFORMATION

### 1 NON-EXPECTATION:

Notwithstanding anything stated in the Request for Proposals (“RFP”), in the advertisements published in respect of the RFP, any answers or clarification provided by the SAFCOL as part of the SCM process or otherwise:

- 1.1 The procurement of accommodation, goods or services will be at the SAFCOL’s sole and absolute discretion and the SAFCOL reserves the right, including without limitation: not to accept any proposal/bid and to cancel the RFP and this TOR, without awarding any contract; unilaterally to amend/supplement/split the specifications on the basis of which the RFP and this TOR is made, including but without limiting, the right to withdraw any part of the service requirement;
  - 1.1.1 to ask clarification of their proposals/bids from any one or more of the bidders;
  - 1.1.2 to conduct one or more inspections *in loco* at the venues and facilities offered; and
  - 1.1.3 to link any conditions, it deems appropriate to its acceptance of any bid.
- 1.2 the RFP, its advertisement or this TOR does not constitute an offer. The aforementioned documents intend only to provide enough information for the preparation and submission of comparable proposals by the bidders.
- 1.3 the lowest or any proposal/bid may not necessarily be accepted.
- 1.4 nothing in the RFP, this TOR or in the advertisements published in respect of the RFP or in the actions of the SAFCOL, the Head/Acting Head of the SAFCOL, the SAFCOL’s agents, members, officials or employees must be construed as creating any expectation, legitimate or otherwise, regarding matters dealt with in the RFP, the advert for the RFP or this TOR or any other matters

### 2 CONDITIONS AND UNDERTAKINGS BY BIDDER BID

- 2.1 **The Bid forms should not be retyped or redrafted but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
  - 2.1.1 Black ink should be used when completing Bid documents.
  - 2.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SAFCOL will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 2.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to SAFCOL on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 2.3 I/We agree that -
- 2.4 the offer herein shall remain binding upon me/us and open for acceptance by SAFCOL during the validity period indicated and calculated from the closing hour and date of the Bid;
- 2.5 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
- 2.6 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**



- 2.7 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 2.8 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

<b>Signature(s) of Bidder or assignee(s)</b>	<b>Date</b>
<b>Name of signing person (in block letters)</b>	
<b>Capacity</b>	
<b>Are you duly authorized to sign this bid?</b>	
<b>Name of Bidder [company name] (in block letters)</b>	
<b>Postal address (in block letters) Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)</b>	
<b>Telephone Number</b>	<b>FAX Number:</b>
<b>Cell Number</b>	<b>E-mail Address:</b>

### **Confidentiality**

- 2.9 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to bidder, partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.
- 2.10 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright,

patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

- 2.11 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of SAFCOL (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 2.12 The receiving party shall take all such steps as may be reasonably necessary to prevent SAFCOL's confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, SAFCOL shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 2.13 Any documentation, software or records relating to confidential information of SAFCOL, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process shall:
  - 2.13.1 be deemed to form part of the confidential information of SAFCOL;
  - 2.13.2 be deemed to be the property of SAFCOL;
  - 2.13.3 not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
  - 2.13.4 be surrendered to SAFCOL on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

### **3 News and press releases**

- 3.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, SAFCOL and its Client.

### **4 Precedence of documents**

- 4.1 This RFP consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
- 4.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that SAFCOL may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SAFCOL.
- 4.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It, however, remains the exclusive domain and election of SAFCOL as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of SAFCOL in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure

the necessary consensus.

## **5 Preferential procurement reform**

- 5.1 SAFCOL supports B-BBEE as an essential ingredient of its business. In accordance with government policy, SAFCOL insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 5.2 SAFCOL shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal read together with the Preferential Regulations, 2017.

## **6 National Industrial Participation Programme**

- 6.1 The National Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD5 is not applicable for this bid.).

## **7 Language**

- 7.1 Bids shall be submitted in English.

## **8 Gender**

- 8.1 Any word implying any gender shall be interpreted to imply all other genders.

## **9 Headings**

- 9.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

## **10 Security clearances**

- 10.1 Employees and subcontractors of the successful bidder may be required to be in possession of valid security clearances to the level determined by the SSA and/or SAFCOL commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.
- 10.2 Employees and subcontractors of the successful bidder will be required to sign a non-disclosure agreement.

## **11 Occupational Injuries and Diseases Act 13 of 1993**

The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. SAFCOL reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to SAFCOL.

## **12 Formal contract**

- 12.1 This RFP, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalized between SAFCOL and/or its

clients and the enterprise(s) to whom SAFCOL awards the bid in whole or in part.

12.2 Any offer and/or acceptance entered verbally between SAFCOL and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

### **13 Protection of Personal Information**

In responding to this bid, SAFCOL acknowledges that it may obtain and have access to personal data of the respondents. SAFCOL agrees that it shall only process the information disclosed by bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, SAFCOL will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, SAFCOL requires Respondents to process any personal information disclosed by SAFCOL in the bidding process in the same manner.

### **14 Reasons for disqualification**

14.1 SAFCOL reserves the right to disqualify any bidder, which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

- 14.1.1 bidders whose tax matters have not been declared by the South African Tax Revenue services to be in order, or that satisfactory arrangements have been made with the South African Tax Revenue Services to meet the bidder's tax obligations;
- 14.1.2 bidders who submitted incomplete information and documentation essential for the adjudication of the requirements of this RFP;
- 14.1.3 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, Work references, experience, etc.;
- 14.1.4 bidders who received information not available to other vendors through fraudulent means; and/or
- 14.1.5 bidders who do not comply with mandatory requirements as stipulated in this RFP.
- 14.1.6 bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or;
- 14.1.7 bidders who are listed on the National Treasury's database of restricted suppliers and defaulters

### **15 National Treasury's Central Supplier Database (CSD)**

15.1 Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. SAFCOL is required to ensure that price proposals are invited and accepted from prospective Tenderers listed on the CSD. Tender may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to SAFCOL in order to enable it to verify information on the CSD:

Supplier Number: \_\_\_\_\_ unique registration reference number: \_\_\_\_\_.

### **16 Bid preparation**

16.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets,

photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.

- 16.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed RFP response format.
- 16.3 There shall be no public opening of the Bids received. Unless specifically provided for in the proposal document, Bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 16.4 No Bids from any bidder with offices within the Republic of South Africa (RSA) shall be accepted if sent via the Internet or e-mail.
- 16.5 Bids from international bidders with no office or representation in the RSA shall not be accepted.

## **17 Oral presentations and briefing sessions**

- 17.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to SAFCOL. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SAFCOL shall schedule the time and location of these presentations. Oral presentations are an option of SAFCOL and may or may not be conducted.
- 17.2 Any bidder who has reasons to believe that the tender specification is based on a specific brand must inform SAFCOL not later than ten (10) days after the publication of the Bid.

**The closing date for questions/ enquiries on this RFB024/2022 is 05 October 2022 at 12H00.**

## GENERAL CONDITIONS OF BID AND CONDITIONS OF CONTRACT

- 1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Do not Comply" (with a ✓) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.
- 2 A "✓" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A "✓" under "Do Not Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder **does not accept** the content of the applicable paragraph.
- 3 The following bid conditions will govern the contract between the SAFCOL and the successful bidder:

### 3.1

This Bid is subject to the General Conditions of Contract referred to in this document.	<b>Comply</b>	<b>Do not Comply</b>

### 3.2

The laws of the RSA shall govern this RFP and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	<b>Comply</b>	<b>Do not Comply</b>

### 3.3

SAFCOL shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	<b>Comply</b>	<b>Do not Comply</b>

### 3.4

SAFCOL SCM may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.	<b>Comply</b>	<b>Do not Comply</b>

### 3.5

In the case of Consortium, Joint Venture or Subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and rand value.	<b>Comply</b>	<b>Do not Comply</b>

3.6

SAFCOL reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	<b>Comply</b>	<b>Do not Comply</b>

3.7

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	<b>Comply</b>	<b>Do not Comply</b>

3.8

By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands.	<b>Comply</b>	<b>Do not Comply</b>

3.9

Where applicable, SAFCOL reserves the right to conduct benchmarks on product/services offered during and after the evaluation.	<b>Comply</b>	<b>Do not Comply</b>

3.10

SAFCOL reserves the right to conduct a pre-award's survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	<b>Comply</b>	<b>Do not Comply</b>

3.11

Where the Bid calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified.	<b>Comply</b>	<b>Do not Comply</b>

3.12

<p>The bidder should not qualify the proposal with own conditions.</p> <p><b>Caution:</b> If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p>	<b>Comply</b>	<b>Do not Comply</b>

3.13

Should the bidder withdraw the proposal before the proposal validity period expires, SAFCOL reserves the right to recover any additional expense incurred by SAFCOL having to accept any less favourable proposal or the additional expenditure incurred by SAFCOL in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	<b>Comply</b>	<b>Do not Comply</b>

3.14

Delivery of and acceptance of correspondence between SAFCOL and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	<b>Comply</b>	<b>Do not Comply</b>

3.15

Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. SAFCOL shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.  Such cancellation shall mean that SAFCOL reserves the right to award the same proposal to next best bidders as it deems fit.	<b>Comply</b>	<b>Do not Comply</b>

3.16

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	<b>Comply</b>	<b>Do not Comply</b>



3.17

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by SAFCOL signatory and added to this RFP as an addendum.	<b>Comply</b>	<b>Do not Comply</b>

3.18

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	<b>Comply</b>	<b>Do not Comply</b>

3.19

Bidders who make use of subcontractors. The proposal shall however be awarded to the vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SAFCOL and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.	<b>Comply</b>	<b>Do not Comply</b>

3.20

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	<b>Comply</b>	<b>Do not Comply</b>

3.21

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	<b>Comply</b>	<b>Do not Comply</b>

3.22

Evaluation of Bids shall be performed by an evaluation panel established by SAFCOL Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80/90, and the maximum number of preference points that may be claimed for B-BBEE (according to the PPPFA) is 20/10.	<b>Comply</b>	<b>Do not Comply</b>

3.23

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	<b>Comply</b>	<b>Do not Comply</b>

3.24

The bidders' response to this tender, or parts of the response, shall be included as a whole or by reference in the final contract.	<b>Comply</b>	<b>Do not Comply</b>

3.25

SAFCOL has discretion to extend the validity period should the evaluation of this bid not be completed within the stipulated validity period.	<b>Comply</b>	<b>Do not Comply</b>

3.26

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	<b>Comply</b>	<b>Do not Comply</b>

3.27

Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	<b>Comply</b>	<b>Do not Comply</b>

**SBD 3.1: PRICING SCHEDULE**

Name of bidder: .....
<b>BID NUMBER: RFB024/2022</b>
Closing Time <b>12:00</b>

**PLEASE NOTE:**

**OFFER TO BE VALID FOR 90 DAYS FROM 09 NOVEMBER 2022 (THE CLOSING DATE OF BID).**

The bidder must provide the total price for the APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND SUPPORT OF ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION FOR SAFCOL FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

This annexure should be completed and signed by the Bidder’s authorised personnel as indicated below: **If applicable each year**

1 Please indicate your total bid price here: R..... (Incl of VAT)  
**(compulsory)**

2 **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**

3 **NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**

4 Are the rates quoted firm for the full period of the contract? 

YES	NO
-----	----

5 **Mandatory:** If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

6.

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply
Substantiate / Comments		

7.

The bidder must indicate <b>clearly</b> , which portion of the service price as well as the monthly costs is linked to the exchange rate.	Comply	Not comply
Substantiate / Comments		

8.

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

# Price Declaration Form

Dear Sir/Madam

Having read through and examined the Tender Document, Tender no. **RFB024/2022**, the General Conditions, The Requirement and all other Annexes to the Tender Document, we to provide

\_\_\_\_\_ , for the total tendered contract sum of:

R \_\_\_\_\_ (including VAT)

In Words: R \_\_\_\_\_ (including VAT).

We confirm that this price covers all services for the APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND SUPPORT OF ENTERPRISE RESOURCE PLANNING (ERP) FOR SAFCOL FOR A PERIOD OF THIRTY-SIX (36) MONTHS, including but not limited to the supply of all required. We confirm that the SAFCOL will incur no additional costs whatsoever over and above this amount in connection with the services related to the provision of this services We undertake to hold this offer open for acceptance for a period of **90 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

**SIGNED**

**DATE:**

\_\_\_\_\_  
(Print name of signatory)

**Designation**

**FOR AND ON BEHALF OF:**

\_\_\_\_\_  
**COMPANY NAME**

**Tel No**

**Fax No**

**Cell No**

# **SBD 4: Declaration of Interest**

## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

# **SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

---

## **1 GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) **80/20** preference point system will be applicable to this tender Points for this bid shall be awarded for:
  - c) Price; and
  - d) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows: (The applicable preference point system will be affected)

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



## 2 DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g) **“prices”** includes all applicable taxes less all unconditional discounts;
- h) **“proof of B-BBEE status level of contributor”** means:
  - B-BBEE Status level certificate issued by an authorized body or person
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the B-BBEE Act;
- i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

**POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7 SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.2 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	✓	✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**1 DECLARATION WITH REGARD TO COMPANY/FIRM**

1.1 Name of company/firm:.....

1.2 VAT registration number:.....

1.3 Company registration number:.....

**1.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**1.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

1.7 Total number of years the company/firm has been in business:.....

1.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
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## SBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID NO. ....

ISSUED BY: (Procurement Authority / Name of Institution):  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration

Templates (Annex C, D and E) is accessible on

[http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:



Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	R
Local content %, as calculated in terms of SATS 1286:2011	R

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1**  
**WITNESS No. 2**

**DATE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

# **Government Procurement: General Conditions of Contract – July 2011**

## **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 GCC 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 GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## **General conditions of contract**

### **1 Definitions**

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 organisation purchasing the goods.
- 1.22 "Republic" means the RSA.
- 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, SCC are also laid down to cover specific supplies, services or works.

2.3 Where such SCC 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](http://www.treasury.gov.za)

### **4 Standards**

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

### **5 Use of contract documents and information; inspection**

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

### **6 Patent rights**

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

### **7 Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1 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
- 7.3.2 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 SAFCOL or an organisation acting on behalf of the SAFCOL.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

## **9 Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10 Delivery and documents**

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

## **11 Insurance**

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

## **12 Transportation**

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

## **13 Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4 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
  - 13.1.5 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:
- 14.1.1 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
  - 14.1.2 in the event of termination of production of the spare parts:
    - 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - 14.1.2.2 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15 Warranty**

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

## **16 Payment**

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

## **17 Prices**

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

## **18 Contract amendments**

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

## **19 Assignment**

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



## **20 Subcontracts**

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

## **21 Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 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.

21.4 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.

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

## **22 Penalties**

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

## **23 Termination for default**

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

23.1.1 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;

23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3 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:
- 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2 the date of commencement of the restriction
- 23.6.3 the period of restriction; and
- 23.6.4 the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24 Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such 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,
- 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.5.2 the purchaser shall pay the supplier any monies due the supplier.

## **28 Limitation of liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1 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

28.1.2 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 SARSs.

## **33 National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the DTI 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.

**35 The above General Conditions of Contract (GCC) are accepted by:**

<b>Name:</b>	
<b>Designation:</b>	
<b>Bidder:</b>	
<b>Signature:</b>	
<b>Date:</b>	

# TERMS OF REFERENCE/SCOPE OF WORK

## APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND SUPPORT OF ENTERPRISE RESOURCE PLANNING (ERP) FOR SAFCOL FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

### 1. PURPOSE

The purpose of this Request for Proposal is to appoint a suitably qualified and skilled service provider for the provision of licenses, implementation and maintenance of a fit-for-purpose Enterprise Resource Planning (ERP) system that is integrated, flexible and scalable to support business objectives. The service provider should be a certified partner of the ERP vendor. The implementation must include end to end testing to ensure seamless integration with existing systems and a robust change management programme to ensure that the system addresses the business needs and is adopted across the organisation. An improved ERP system will be a strategic lever to support business innovation with new capabilities and improved business agility across SAFCOL.

### 2. BACKGROUND

#### 2.1 Introduction

SAFCOL is a State-Owned Company reporting to the Minister of Public Enterprises, as the Shareholder Representative. SAFCOL comprises of its main operating entities being Komatiland Forests SOC (KLF) and IFLOMA S.A. The Group is charged with the responsibility of managing Government's interests in Commercial Forestry. SAFCOL was established through the Management of State Forests Act No.128 of 1992 and must comply with both the Companies Act and PFMA as a State-Owned Company.

The scope for the ERP solution is for SAFCOL South African operations only, and will not include IFLOMA Mozambique

#### **South African Forestry Company Limited (SAFCOL)**

- Wholly owned by Government
- Leader in the forestry industry and managing State-owned commercial plantations
- Oversees a world-class forestry asset with competent personnel and excellent research capabilities
- The Group's main operating subsidiaries are Komatiland Forests SOC ("KLF") and Industrias Florestais de Manica, S.A. ("IFLOMA") which is in Mozambique.

#### **Komatiland Forests SOC (KLF)**

- KLF owns and manages prime softwood sawlog forestry assets in the Mpumalanga, Limpopo and KwaZulu-Natal provinces
- Consists of 15 plantations covering a total area of 187 320.27 Ha
- Main business is the conduct of forestry, timber harvesting, timber processing and related activities
- Plantation stock consists of approximately 93% Pine, 5% Eucalyptus and 2% Acacia and other species
- KLF is one of the largest producers of high-quality sawlogs in South Africa
- Main timber processing facility is the Timbadola Sawmill

- Operating other custom-cut operations which produce wet off saw material suitable for structural timber
- SAFCOL is a schedule 2 public entity reporting to the Department of Public Enterprises (“DPE”), committed to the Broad Based Black Economic Empowerment Act and its Codes of good practice.

SAFCOL currently uses the Oracle JDE system. The system is not integrated to other business systems and does not have all the Finance business processes embedded in it. Users have introduced manual workarounds to compensate for missing functionality in the system. The company realised a need to automate and integrate all financial business processes that are critical to rendering effective support to the core business functions.

## 2.2 Objectives

The high-level objectives of acquiring a new ERP solution are:

- Improved operational efficiency
- Additional competitive advantage through adoption of new technologies
- High availability of the ERP system
- Increased employee and customer satisfaction

to address the challenges of inefficient business processes, obsolete systems with lack of reporting capabilities, unacceptably high ICT risk leading to audit findings, problems meeting customer and employee expectations and missing out on opportunities offered by new technologies.

The new ERP system should offer core financial modules including the customer relationship management functionality, interfaced with existing systems, with the ability to scale to introduce new modules as the organisation evolves. The infrastructure for the ERP can be hosted at the SAFCOL data centre(s) and cloud platforms in South Africa. Users from different plantations and offices (Pretoria and Nelspruit) connect to the main systems via SAFCOL’s Wide Area Network (WAN). SAFCOL’s ICT department will remain responsible for ensuring adequate connectivity for all users.

Fundamental Business Objective	
Key Business Process	Perform Financial Functions
Owner	SAFCOL Chief Financial Officer
Description	<p>This process is for business users who rely on the financial modules of an ERP system to perform their day-to-day activities. They need the new ERP Solution that streamlines and automates the activities performed by the users.</p> <p>The <b>solution</b> will ensure that data is aggregated and integrated in a way that all business processes are streamlined and all modules function as they should.</p>
Business Outcomes	<ul style="list-style-type: none"> <li>• All financial modules to be functional, seamlessly integrated into key business systems</li> </ul>

	<ul style="list-style-type: none"> <li>• All manual processes and workflow approvals in scope to be automated across the company</li> <li>• Controls to be put in place to reduce the risk of negative audit findings</li> </ul>
Leading Indicators	<ul style="list-style-type: none"> <li>• Less wait time for workflow approvals</li> <li>• Successful implementation of end-to-end Finance processes</li> <li>• Fully integrated financial modules working seamlessly with other business systems</li> <li>• SAFCOL to pay only for the modules being used</li> </ul>
Non-functional requirements	<ul style="list-style-type: none"> <li>• Approvals aligned with SAFCOL DoA</li> <li>• POPIA, IFRS, &amp; PFMA guidelines and requirements to be applied across modules</li> <li>• Technical and Business Reporting to be produced with Business Intelligence capabilities</li> </ul>

### 3. SCOPE OF WORK

The scope of work for the successful service provider will be procurement and supply of software product licenses, the successful implementation of the associated solution components and interface to existing systems in and the post-implementation support and maintenance of the system for a period of thirty-six (36) months following the successful implementation. The implementation will cover SAFCOL operations in South Africa.

#### 3.1 Minimum Modules

The ERP system must have the following modules at the minimum, scalable and configurable for future needs as the organisation advances:

Module	Comments
Planning and Management Accounting	This will allow for the different stages of the financial planning process and accounting processes to be systematically enabled. By doing so up-to-date business decisions can be made for better management and control functions.
Revenue Accounting	This will allow business to compare revenue targets to reality. All transactions should be reviewed, and entries passed in final accounts to examine profits.
General Accounting and Reporting	This will allow business to create statements for business activities and functions and to prepare financial statements (balance sheet, income statement, statement of cash flows, and statement of stakeholders' equity) according to accounting concepts and principles.
Fixed Asset Accounting	This will allow for the management of accounts for funds-invested projects; Manage and account for fixed assets projects (capital projects), which require significant capital investments over many years. The



	system should also be capable of in-depth asset management and record an asset over the duration of its lifetime.
Accounts Payable	This will allow for the processing of payments of operating expenses and other supplier charges, including the payments of employee reimbursements. It must be noted that although the approvals of reimbursements take place within SAGE VIP, the instruction to release payment is handed over to the Accounts Payable business area to process.
Treasury	Streamline the processes within Treasury and replace the current MIP system which is not integrated with JDE. This will allow for the management of business investments in trading in bonds, currencies, financial derivatives, etc. and manage the financial assets and holdings of the organisation, optimise the organisation's liquidity, invest excess cash, and reduce financial risks.
Taxes	This will allow SAFCOL to estimate the organisation's periodic tax liabilities and ensure that appropriate taxing authorities receive tax return filings and payments when due, through automation.
Supply Chain Management (SCM)	SAFCOL's SCM is responsible for Demand Management, Bid Management, Procurement Operations, Contract Management and Travel Management.
Customer Relationship Management (CRM)	With analytics to provide real-time visibility into key performance indicators that improve customer service relationships and assist in customer retention and drive sales growth throughout the customer life cycle
Fully Integrated Business Reporting	Provide insightful reports that assist in day-to-day operations while also allowing for informed decision-making

All the modules currently enabled on JDE should be catered for in the new ERP system.

### 3.2 Business Processes

**Standard Operating Procedure Documents:** Business areas have some of their processes defined and documented however some processes have not been documented and will have to be agreed with business before any automation. The SOPs outline day-to-day activities that need to be automated for each business process (feature) mentioned below. They can be obtained from the relevant business areas for review and alignment to best practices during implementation, to ensure that they can support current and future business needs.

At a minimum, the following processes and subprocesses need to be enabled by the ERP system:

### 3.2.1 Finance

Process	Subprocess	Acceptance Criteria
Reporting	Across all processes	<ul style="list-style-type: none"> <li>i) Business &amp; Technical Reporting to be defined and automated, using Business Intelligence (BI) features, by the ERP system</li> <li>ii) All business processes (workflows) to be automated</li> <li>iii) The processes for both KLF, SAFCOL, Kamhlabane and Abacus must be aligned</li> <li>iv) Comprehensive library of standard reports and tools for end user ad hoc reporting and queries</li> <li>v) Generation of exception reports, audit trails, statistics and monitoring reports across all modules</li> <li>vi) System must be able to record per business unit, specific asset and generate exception reporting.</li> <li>vii) Provide a report builder that will allow SAFCOL to design own reports from scratch in addition to providing standard report templates</li> </ul>
Integrations / Interfaces	Human Capital processes	i) ERP system to provide interface to existing business systems including MicroForest, SAGE VIP and ESS, eCaps performance management system, and Pnet talent acquisition system.
	Operations processes	
	Other business processes	
Planning and Management Accounting Workflows	Perform budgeting and forecasting	<ul style="list-style-type: none"> <li>i) Alerts for possible issues to be implemented ahead of monthly and annual reports</li> <li>ii) Budget to be captured/uploaded, updated and managed within the ERP System</li> <li>iii) Budget Forecasting to be automated</li> <li>iv) SAFCOL Delegation of Authority (DoA) to be applied across all automated workflows (with allowance for approval delegation and escalations)</li> </ul>
	Perform cost accounting and control	i) Variance analysis should be performed within the ERP system
	Perform cost management	Evaluate planned costing with actual costing incurred. The system must be able to identify variances and report on these.
	Evaluate and manage financial performance	Generating reports that compare actual performance to budget.
Revenue Accounting Workflows	Process customer credit	<ul style="list-style-type: none"> <li>i) Integration between SAFCOL and credit insurer required to streamline the process</li> <li>ii) Notifications to be sent directly to customers for credit limit changes, customer statements, etc.</li> </ul>
	Invoice customer	i) Generate customer invoices and statements
	Process accounts receivable	<ul style="list-style-type: none"> <li>i) Customer Relationship Management module to be implemented to provide customers with a central point for feedback and for SAFCOL to easily manage and track customer service tickets</li> <li>ii) Provision register to be maintained electronically</li> </ul>

	Manage and process collections		i) Debtors age analysis
General Accounting and Reporting Workflows	Perform general accounting		<ul style="list-style-type: none"> <li>i) IFRS and PFMA information to be captured on ERP system with automated reports generated</li> <li>ii) Registers to be captured on the ERP system</li> <li>iii) Controls to be put in place to consider governance standards</li> <li>iv) SAFCOL budget to be captured and maintained within the ERP system</li> <li>v) ERP system to alert users when a specific business area goes over budget</li> <li>vi) Chart of Accounts to be created and maintained on the ERP system</li> <li>vii) Controls to be put in place to allow only certain individuals to approve journal entries processed</li> <li>viii) Processes need to be aligned for both KLF and SAFCOL</li> <li>ix) Reconciliation of intercompany transactions to be automated</li> <li>x) Integration to MicroForest system</li> </ul>
	Perform financial reporting		<ul style="list-style-type: none"> <li>i) Financial Reports to be automated by the ERP system with BI functionality</li> <li>ii) Configured according to SAFCOL financial year</li> <li>iii) Consolidation of entities</li> </ul>
Fixed Asset Accounting Workflows	Perform capital planning and project approval		<ul style="list-style-type: none"> <li>i) Fixed-asset register to be captured and managed within the ERP system</li> <li>ii) Process to buy assets must be automated, with approval workflows aligned to the DoA</li> <li>iii) Asset management over the duration of the entire asset life.</li> </ul>
	Perform capital project accounting		<p>The following is required from the ERP system:</p> <ul style="list-style-type: none"> <li>i) Manage Movement of Assets</li> <li>ii) Balance Accounts (with GL Account)</li> <li>iii) Depreciation to be calculated automatically</li> <li>iv) The process to transfer assets between plantations must be automated</li> <li>v) Expenses must be channeled through the ERP system</li> <li>vi) The process to reconcile fixed-asset register must be automated</li> <li>vii) Register for tax purposes must be maintained by the ERP system</li> <li>viii) Integration to MicroForest system</li> </ul>
Accounts Payable Workflows	Process payable accounts		<ul style="list-style-type: none"> <li>i) Integration to SAGE VIP</li> <li>ii) End-to-end automation of the procure-to-pay process (incl. Automated - system-driven, three-way matching)</li> <li>iii) Status management for supplier and account</li> <li>iv) User friendly customer search functionality</li> <li>v) Accounts Payable inquiry functionality</li> <li>vi) Adjusting accounting records must be automated</li> <li>vii) Integration to MicroForest system</li> </ul>

	Process expense re- imbursements	viii) This process will need to be streamlined and fulfilled by integrating SAGE VIP to the new ERP system.
Treasury	Manage cash	<ul style="list-style-type: none"> <li>i) Integration to external banks</li> <li>ii) Processes need to be aligned for both KLF and SAFCOL</li> <li>iii) Reconciliation of statements to be automated</li> <li>iv) Notification to detect fraudulent activity in bank accounts</li> <li>v) ERP functionality to completely replace current MIP system</li> </ul>
	Manage in-house bank accounts	
	Manage debt and investment	
	Monitor and escalate risk	
	Manage financial fraud and dispute cases	
Taxes	Manage tax strategy and plan	<ul style="list-style-type: none"> <li>i) Tax plan must be optimised and consolidated automatically by the ERP system, against the budget</li> <li>ii) Tax master data to be created and maintained in the new ERP system</li> <li>iii) Tax packs to be generated by the ERP system</li> <li>iv) Calculation of deferred taxes must be automated through the ERP system</li> <li>v) Tax compliance monitoring</li> <li>vi) Automated tax inquiries</li> </ul>
	Process taxes	
Supply Chain Management	Demand management	<ul style="list-style-type: none"> <li>i) Business &amp; Technical Reporting to be defined and automated, using BI features</li> <li>ii) All SCM processes (workflows) to be automated with integration to Outlook for notifications</li> <li>iii) SAFCOL DoA to be applied across all automated workflows (with allowance for approval delegation and escalations); perform regulatory (e.g. PFMA) and internal SCM compliance checks throughout processes</li> <li>iv) Automated process for Preferential Procurement Reporting</li> <li>v) Automated process for procurement operations (below R1 000 000); divisional demand management plans consolidation with ability to upload and track progress against the plans</li> <li>vi) Real-time integration to external 3rd party service provider to access CSD (National Treasury), SARS with validation of supplier information capabilities</li> <li>vii) Fully automated Contract Management Process</li> <li>(viii) Notifications to be sent to contract owners and service provider when contracts are due to expire.</li> <li>ix) Notifications to be sent to SCM when Purchase Orders are generated</li> <li>x) Provide 80/20 preference point system</li> <li>xi) Automated process for annual procurement planning with ability to upload and track progress against the plan and send notifications to end-users for procurement initiation.</li> </ul>
	Bid management	
	Procurement operations	
	Contract management	

	Travel management	i) Interface to travel management internal solution with ability to generate reports.
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### 3.2.2 Other Processes

Process	Subprocess	Acceptance Criteria
Customer Relationship Management Module  <i>To ensure that customer needs are met in a timely and efficient manner so that customer satisfaction is maintained at high levels throughout the organisation and with every customer interaction, leading to more satisfied customers and increased profitability</i>	Contact management	i) Manage and automate the customer life cycle by consolidating critical customer information in a central repository
	Task management	
	Opportunity / Lead management	ii) Organize and track leads with qualification, scoring, notifications etc. within a pipeline
	Ticket management	iii) Manage inquiries and service tickets – chatbots, FAQ pages, email correspondence  iv) Automated workflows and approvals, view data and receive valuable real-time alerts on mobile devices  v) Customisable templates; Reports and dashboards with drill down functionality  vi) Integration: Fully integrated with ERP; capability to adapt to and integrate with existing systems  vii) Keep track of customers and their order history  viii) Flexible customer price lists
Grower Module	Bidder to identify the ERP module that will cater for the functionality currently enabled on JDE Grower	i) Capturing of fuel transfers and issues to assets or jobs from the SIV (Stores Issue Vouchers).  ii) Registering of assets for capturing of SIV and DPAC (Daily Production Asset Control) which are the vehicle Km/Hour readings.  iii) Control of vehicle fuel tank capacity
	Grower pricing and payments	i) Cost calculations to ensure accurate costing, forecasting, reporting per plantation etc. This function will need to be linked to MicroForest Business Suite which includes the budget module.
	Manage employee orientation and deployment	i) To facilitate delivery of employee development & TM programs and interventions

Learner Management System (LMS) and Talent Management System (TM)	Manage employee development	ii) Integration between LMS and relevant SETAs iii) Online training management programs
	Develop and train employees	

### 3.3 Non-functional Requirements

Requirement	Description	Measure
Accessibility	The system must be accessible via WAN, LAN and Wi-Fi, through domain username and password (single sign-on). Some features to be available via mobile devices. Users should be able to access the application from the locations provided in Section 6 – WAN Sites.	99.9% application servers' uptime
Security	Only those authorised to access the system must be able to access the system and specific functions relevant to their user roles	99.9% effective security in all operations across all time zones
Availability	The system must be available 24x7x365 – should not be taken out of operation especially during peak hours - any down time must be notified well in advance and kept as short as possible	99,9% application servers uptime 99,9% applications uptime
Efficiency	The system's resource usage must be efficient. The system must be designed to efficiently use the resources presented by the ICT infrastructure such as network bandwidth and other hardware constraints	99.9% system uptime
Performance	The response time must be within reasonable times. Effective management of growing volumes of data to speed up decision-making and provide real-time valuable insights	No performance degradation due to volumes of data being handled
Reliability	The system must be highly reliable - must be able to perform and maintain its functions both under routine and hostile circumstances	99% operational
Resilience	The system must be easily recoverable from any catastrophic fault	Disaster recovery within reasonable time
Compatibility	The system must be compatible with mobile devices and different platforms	The system must be ICT infrastructure 99% compatible

	such as windows, Microsoft 365, Android and iOS	
Accuracy	All information processed by the system must be accurate - All calculations and processes undertaken by the system cannot have any margin of error	System processes and outputs must be 100% accurate
Flexibility	The ERP system should offer flexibility to respond to the changing needs of the company.	Ability to attach or detach any module as and when needed without affecting the other modules.

Prospective service providers are required to study the information above and the locations of the WAN sites, understand the complexity of SAFCOL operations and ensure that their system will be able to meet these requirements. The company's current user base is approximately 450 users. For purposes of evaluation of this proposal, all bidders must work on these user numbers to determine the licensing required.

### 3.4 Implementation, ongoing maintenance and support

Description	Mandatory
i) The implementation is to be done following best practice methodologies, in alignment with SAFCOL's Project Management Office (PMO) methodology. Change management must be included as a critical component of the implementation approach	Mandatory
ii) Provide a solution that requires little to no customisations but is configurable to meet the needs of the company now and into the future	Mandatory
iii) Provide hardware / infrastructure estimation and sizing and assistance in procurement if needed	Mandatory
iv) ERP vendor must have an ongoing and sustainable product and corporate strategy to avoid obsolescence	Mandatory
v) Service provider will be required to provide technical training to ICT staff as part of knowledge transfer; the end users will also be trained on the different modules, supplemented with user manuals	Mandatory
vi) A successful service provider must provide documented weekly progress reports and monthly reports pertaining the implementation of the ERP system	Mandatory
vii) SAFCOL shall own rights to any data, copyrighted material, trademark or any other intellectual property on the content generated in the ERP	Mandatory
viii) Provide support and maintenance plan with turnaround times over a period of thirty-six (36) months. Support services to all users must cover both telephonic, on-line and on-site support if required. SAFCOL requires 24/7 monitoring and support of its critical applications, including the new ERP. The quotation should clearly breakdown the costs per year over three years, including escalations if any.	Mandatory

ix) The service provider will enter into a contract and service level agreement with SAFCOL after the appointment.	Mandatory
x) The service provider will provide a benefits realisation plan to track the benefits of the new ERP system for business over time	Mandatory

### 3.5 Service provider

The service provider should have expert resources who have successfully implemented solutions with similar requirements for the modules in scope. The successful provider shall be responsible for the final approved design, installation, implementation and commissioning of the ERP system, including development of user acceptance testing, system integration, data migration and connectivity to existing resources.

Requirement	Mandatory
<ul style="list-style-type: none"> <li>The service provider must have the capability and experience to provision, implement, support and maintain an ERP system over a period of thirty-six (36) months.</li> </ul>	Mandatory
<ul style="list-style-type: none"> <li>Vast experience with <u>integration of applications</u> to ERP solutions and other third-party application platforms is required</li> </ul>	Mandatory
<ul style="list-style-type: none"> <li>The <u>resources</u> submitted as part of the proposal document will be <u>committed</u> to the project, based in South Africa- Any changes to proposed resources must be by mutual agreement with the company</li> </ul>	Negotiable
<ul style="list-style-type: none"> <li>Service provider must <u>migrate the existing data</u> on to the new ERP system at no additional cost to the project</li> </ul>	Mandatory
<ul style="list-style-type: none"> <li>The successful service provider must provide the <u>architecture and design</u> for the proposed ERP system to be implemented</li> </ul>	Mandatory
<ul style="list-style-type: none"> <li>Service provider must provide <u>implementation plan</u> on how the system will be implemented, including a detailed data migration approach and methodology, and cut-off dates to switch over to the new system</li> </ul>	Mandatory
<ul style="list-style-type: none"> <li>Service provider must provide a <u>training plan</u> for training end users across the organisation as part of the implementation</li> </ul>	Mandatory
<ul style="list-style-type: none"> <li>Service provider must be an <u>accredited supplier/ partner by the ERP vendor</u> and proof of accreditation by vendor must be submitted by the service provider. Furthermore, the service provider shall <u>maintain</u> the accreditation throughout the period of the contract.</li> </ul>	Mandatory
<ul style="list-style-type: none"> <li>The service provider must provide a detailed backup strategy plan, Disaster Recovery Plan, that ensure minimal downtime of the ERP system while keeping the cost to be minimal</li> </ul>	Mandatory
<ul style="list-style-type: none"> <li>The service provider should be able to <u>conduct a presentation</u> during the evaluation period, if required by the company</li> </ul>	Negotiable
<ul style="list-style-type: none"> <li>The service provider will take <b>full responsibility for the success or failure</b> of the project (strict adherence to project management principles will mitigate deviations)</li> </ul>	Mandatory
<ul style="list-style-type: none"> <li>The service provider will ensure that the solution complies with all relevant legislation</li> </ul>	Mandatory



### 3.6 Current ERP Modules

Functional Area	JD Edwards Modules
Financial Management	JDE General Ledger JDE Accounts Payable JDE Accounts Receivable JDE Cost Accounting JDE Fixed Assets JDE Budgeting
Logistics Management	JDE Procurement and Subcontract Management JDE Inventory Management
Grower Management	JDE Grower Management JDE Grower Pricing and Payments
Order Management	JDE Sales Order Management JDE Agreement Management
Middleware/Integration	SOA

### Other Systems

System	Functionality
SAGE VIP, ESS	Human capital and payroll management
eCaps	Performance Management System
MicroForest	Plantation management system which encompasses the entire lifecycle of forestry operations
The Value Grow TMS	Treasury Management System

### 3.7 Current WAN Sites

#### SAFCOL WAN Sites

##### WAN sites located on SAFCOL owned property

Site Name	Latitude	Longitude
Bakenkop	25° 7' 57"S	30° 52' 44.0004"E
Belfast District Office	25° 41' 32.9994"S	30° 2' 36.999"E
Belfast Plantation	25° 38' 49.9986"S	30° 1' 41.001"E
Bergvliet Plantation	25° 4' 28.9992"S	30° 53' 11.0004"E
Berlin Lookout	25° 31' 9.9984"S	30° 46' 42.9996"E
Berlin Plantation	25° 33' 24.9984"S	30° 44' 42"E
Blackhill tower	24° 50' 39.0006"S	30° 43' 22.0008"E
Blyde Plantation	24° 50' 11.0004"S	30° 51' 3.999"E
Brooklands Office	25° 14' 10.9998"S	30° 44' 53.001"E
Brooklands Reservoir	25° 14' 13.9986"S	30° 44' 55.9998"E
Ceylonbos	25° 5' 35.0016"S	30° 44' 22.9992"E
Morgenzon Office	24° 52' 33.9996"S	30° 42' 57.9996"E
Entabeni Plantation	23° 2' 58.9986"S	30° 13' 21"E
Hebron	25° 9' 37.36"S	30° 54' 8.87E
JDM - Keet - Regional Office North	23° 46' 54.9978"S	30° 7' 9.9984"E
Jessievale Plantation	26° 14' 20.0004"S	30° 31' 9.0006"E
Kantoorbos	25° 18' 37.0008"S	30° 33' 5.0004"E
Klein Australia Repeater	23° 1' 37.9986"S	30° 14' 27.9996"E
Lakenvlei Lodge	25° 36' 24.9978"S	30° 1' 59.001"E

Lakenvlei Lodge Mast	25° 36' 33.0006"S	30° 2' 20.0004"E
Lakenvlei Lookout	25° 37' 24.9996"S	30° 3' 11.0016"E
Mauchsberg - KLF - Long Tom	25° 8' 57.9978"S	30° 37' 9.0012"E
Nelshoogte Lookout	25° 51' 51.0006"S	30° 48' 33.9978"E
Nelshoogte Plantation	25° 49' 33.9996"S	30° 49' 54.0006"E
New Agatha Plantation	23° 56' 49.9992"S	30° 8' 3.0012"E
New Agatha Lookout	23° 59' 31.9992"S	30° 5' 12.9978"E
Ngome Plantation	27° 49' 9.9984"S	31° 25' 0.9984"E
Platorand Training Center	25° 3' 46.0008"S	30° 46' 38.9994"E
Roburnia Plantation	26° 40' 5.9988"S	30° 44' 17.9988"E
Rosehaugh	25° 16' 13.0008"S	30° 50' 45.9996"E
Sabie Museum	25° 5' 46.9998"S	30° 46' 45.9984"E
Spitskop Plantation	25° 9' 29.001"S	30° 49' 40.0002"E
Swartfontein Office	25° 12' 24.0006"S	30° 56' 43.0002"E
Swartfontein Water Tower	25° 12' 24.9984"S	30° 56' 43.0002"E
Timbadola Gastehuis	23° 0' 56.9988"S	30° 11' 21.0012"E
Timbadola Sawmill	23° 1' 24.999"S	30° 11' 44.9988"E
Tweefontein Nursery	25° 3' 0"S	30° 46' 43.9998"E
Tweefontein Office	25° 3' 24.0012"S	30° 46' 54.0006"E
Tweefontein Water Tower	25° 3' 14.0004"S	30° 46' 53.0004"E
Uitsoek Plantation	25° 17' 28.9998"S	30° 35' 8.0016"E
Wilgeboom Mounting Pos.	24° 56' 37.9998"S	30° 57' 21.999"E
Wilgeboom Plantation	24° 56' 35.9982"S	30° 57' 23.0004"E
Witklip Plantation	25° 13' 53.0004"S	30° 52' 40.0002"E
Woodbush Plantation	23° 48' 12.9996"S	29° 58' 57"E

**WAN sites not located on SAFCOL owned property**

<b>Site Name</b>	<b>Latitude</b>	<b>Longitude</b>
CSIR	25°45'19.94"S	28°16'58.20"E
Donkerhoek	25° 45' 56.0016"S	28° 27' 58.9998"E
Dullstroom - Eskom	25° 24' 5.0004"S	30° 3' 33.9978"E
Link Up Security (Louwsburg Pongola)	27° 24' 5.0004"S	31° 20' 35.0016"E
Nelspruit Satelite Office (ABSA Square)	25° 28' 24.0744"S	30° 58' 37.6896"E
Pretoria Office (Aramist Place)	25° 47' 15.684"S	28° 16' 57.4176"E
Sanlam Building - Nelspruit	25° 28' 18.0012"S	30° 58' 49.0002"E
Sentech Carolina	26° 10' 27.0012"S	30° 38' 6"E
Sentech Machadadorp	25° 34' 22.0002"S	30° 11' 15"E
Sentech Middelburg	25° 49' 6.9996"S	29° 23' 22.9986"E
Sentech Piet Retief	27° 1' 13.0008"S	30° 41' 0.999"E
Sentech Tzaneen	23° 47' 7.0008"S	30° 0' 16.9992"E
Webb - Jasco Hi-Site - Bronkorstspruit	25° 43' 6.999"S	28° 41' 52.0002"E
Westoe Dam	26° 30' 36"S	30° 37' 36.0012"E

#### 4. ENGAGEMENT MODEL

The request is aimed at appointing a reputable and competent service provider for the provision of licenses and implementation of an ERP solution including post-implementation maintenance and support for a period of thirty-six (36) months.

1. The service provider who scores the highest points on preference point system (price and B-BBEE Level) will be considered
2. Bidders are requested to provide pricing for provision of services based on the licenses for the different modules, the number of users, implementation costs and support and maintenance for thirty-six (36) months following the implementation. Anything over and above this, will need to be specified at a certain rate.
3. The total price will be evaluated with the B-BBEE score of the bidders
4. The bidder that scores the highest points on the 80/20 Price and B-BBEE scoring system will enter into an agreement with SAFCOL to provide licenses, implement the ERP solution and maintain and support the system for a period of thirty-six (36) months.

#### 5. EVALUATION CRITERIA

The prospective service provider will be required to demonstrate or present the ERP system capabilities before the evaluation committee.

**Please Note:** SAFCOL shall retain the right to investigate any information provided and may call for any supporting information. Any misrepresentation will result in a potential service provider being disqualified and excluded from any further involvement in this process.

The evaluation criteria for the assessment of the proposals will be based on both qualitative and financial aspects of the proposal.

Service Providers will be evaluated on functionality. The bidders that score points which exceed the minimum threshold provided on functionality will further be evaluated on the demonstration and price and on Broad Based Black Economic Empowerment Status Level Certificates provided in terms of the Preferential Procurement Policy Framework, Act 5 of 2000 and Regulations of 2017.

The Bid documents will be evaluated individually on a score sheet, by a representative of the evaluation panel according to the evaluation criteria indicated in the Terms of Reference.

- **All bidders who score less than 64 out of 100 points for functionality will not be considered for the demonstration further.** Service Providers will be shortlisted and may possibly be invited to do a presentation on their proposals at their own cost.
- Evaluation will be conducted in accordance with SAFCOL Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2017 .

**The 80/20 Broad Based Black Economic Empowerment(B-BBEE) Status Level Contributor shall be applicable.**

In accordance with the SAFCOL Supply Chain Management Policy, the bid evaluation process shall be carried out in four (4) phases namely:

- i) Phase 1(a): Administrative Compliance
- ii) Phase 1(b): Pre-qualification Requirement
- iii) Phase 1(c): Mandatory Requirements
- iv) Phase 1(d): Local Content and Production
- v) Phase 2: Functionality Evaluation
- vi) Phase 3: Solution Demonstration - bidder is to indicate if it is possible to use SAFCOL data sets and/or scenarios for this demonstration
- vii) Phase 4. Price and B-BBEE

### Phase 1 (a): Administrative Requirements

DESCRIPTION	COMPLY	DO NOT COMPLY
Completion in full the Request for Proposal document		
Completion of all SBD Forms (Declaration Forms)		
Proof that tax matters with SARS are in order (SARS Pin Number/ Tax Clearance Certificate)		
Certified copy of proof of company registration documents (e.g., Pty; Trust; CC etc.)		
Original or certified copy of B-BBEE Level of contribution Certificate OR A sworn affidavit –B-BBEE Exempted Micro Enterprise (Failure to attach certificate will lead to non- allocation of points)		
Registration with Central Supplier Database (CSD) – provide CSD number		
Joint Venture Agreement (If applicable), signed by all parties		

### Phase 1 (b): Pre-qualification

DESCRIPTION	Comply	Does not comply
B-BBEE Level 1-8 service providers will be eligible to participate.  <b>Bidder must attach a SANAS accredited B-BBEE Level of contribution Certificate or a sworn affidavit-B-BBEE Exempted Micro Enterprise from the Commissioner of Oath</b>		

**NB: Only companies who comply with pre-qualification criteria will be considered for further evaluation.**

### Phase 1(c): Mandatory Requirements

Bidders will further be evaluated on mandatory requirements. A bidder who fails to meet any of the mandatory requirements will not be evaluated further on pre-qualification. The bidder must indicate on the checklist with an X whether they comply or not comply with the requirement.

Description	Comply	Does not Comply
<b>Accreditation</b> The bidder must have in-depth knowledge of the ERP system and be certified or accredited by the ERP vendor. <b>(Bidder must attach a certified copy of the certificate/license/accreditation by the ERP vendor)</b>		
<b>Company experience</b> The bidder must have a minimum of five years' experience in the implementation, maintenance and support of an ERP system.		

<ul style="list-style-type: none"> <li>Bidder must supply evidence in the form of signed reference letters (on company letterhead) from at least <b>three (3)</b> previous/current customers with traceable contact numbers, where successful implementation and support occurred in the <b>last ten years</b>. The reference letter must clearly state the client, nature of work, start and end dates of the projects and that the company has previously <b>successfully</b> completed the implementation and post-implementation maintenance and support of an ERP system.</li> </ul> <p><b>(Complete Form A and Attach reference letters)</b></p>		
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**NB: Bidders who fail to meet any of the mandatory requirements will not be considered for further evaluation.**

**Phase 1 (d): Local Content and Production**

Component	Local content threshold %	Declaration by bidder	Comply	Do Not Comply
Labour	80%			

**NB: Failure to declare local content will disqualify bidders for further evaluation.**

**NB: Bidders must complete SBD6.2 together with accompanying annexures (C, D and E)**

**Phase 2: Functionality / Technical Evaluation (80)**

Description of Criteria	Method of evaluation	Points allocation
<b>5.2.1 Company Profile (5)</b> <b>The bidder must attach the company profile</b>		
The company structure and governance processes should be sound enough to guide and oversee work of this magnitude. The bidder’s company profile must include, but not limited to:  5.2.1.1 Organisation <ul style="list-style-type: none"> <li>Provide an overview of the corporate structure, values, culture, forestry or related experience and geographical locations of the company at the national, regional, and local levels.</li> </ul> 5.2.1.2 Governance and standards <ul style="list-style-type: none"> <li>Include information on your ICT governance approach, risk management and quality control processes highlighting your use of widely known industry standards and certifications held by the company</li> </ul> 5.2.1.3 Company contacts <ul style="list-style-type: none"> <li>Provide the name, title, street address, telephone and e-mail of the primary company’s contact person</li> </ul>	<b>Good</b> - The company profile meets the minimum requirements  <b>Fair</b> - The company profile covers at least half of the minimum criteria  <b>Unsatisfactory</b> – The profile is provided does not contain sufficient information	5  3  0

5.2.2 Experience of project resources (10)	Method of evaluation	Points allocation
<b>Account / Engagement / Project Manager:</b> Minimum of <b>4 years'</b> experience in ICT project management focusing on the implementation and / or development of information systems  Attach a Concise CV with contactable references reflective experience	5 years and more	4
	4 years but less than 5 years	3
	Less than 4 years' experience	0
<b>Business Analyst:</b> Must have at least <b>3 years'</b> experience in systems / solutions implementation and / or development  Attach a Concise CV with contactable references reflective experience	5 years and more	3
	3 years but less than 5 years	2
	Less than 3 years' experience	0
<b>System Developer / System Integrator:</b> Must have at least <b>3 years'</b> experience in the relevant ERP system development, implementation, support and maintenance and the integration thereof to other systems  Attach a Concise CV with contactable references reflective experience	5 years and more	3
	3 years but less than 5 years	2
	Less than 3 years' experience	0
5.2.3 Qualifications of project resources (10)	Method of evaluation	Points allocation
<b>Account / Engagement / Project Manager:</b> <b>A Bachelors' Degree or Higher Qualification</b> in Information Systems / Information Technology / Informatics from an accredited training institution  Attach certified copies of qualifications	Masters Information Systems / Information Technology / Informatics	4
	Honours Information Systems / Information Technology / Informatics	3
	<b>A Bachelors'</b> Degree in Information Systems / Information Technology / Informatics	2
<b>Business Analyst:</b> <b>A certificate or Higher Qualification</b> in Business Analysis & Design from an accredited training institution / certification body  Attach certified copies of qualifications	<b>A Bachelors'</b> Degree in Business Analysis & Design	3
	Diploma in Business Analysis & Design	2
	Certificate in Business Analysis & Design	1

<p><b>System Developer / System Integrator:</b> a <b>certificate or Higher Qualification</b> in system development / ERP implementation / systems integration from an accredited training institution or certification body</p> <p>Attach certified copies of qualifications</p>	<p><b>A Bachelors'</b> Degree in system development / ERP implementation / systems integration</p>	3	
	<p>Diploma in system development / ERP implementation / systems integration</p>	2	
	<p>Certificate in system development / ERP implementation / systems integration</p>	1	
<p><b>5.2.4 Company Client References (5)</b></p>		<p><b>Method of evaluation</b></p>	<p><b>Points allocation</b></p>
<p>The bidder must provide at least <b>three (3)</b> client references where ERP implementation, maintenance and support was done in the last ten (10) years.</p> <p><b>Attach signed contactable reference letters on a client letterhead</b></p>	<p>More than 5 references</p>	5	
	<p>3 to 5 references</p>	4	
	<p>Less than 3 references</p>	0	
<p><b>5.2.5 Implementation Strategy (35)</b> <b>Please attach implementation strategy document</b></p>		<p><b>Method of evaluation</b></p>	<p><b>Points allocation</b></p>
<p>Service Providers need to detail the ERP implementation strategy that will be followed to reduce risk, maximise the return on this investment and ensure a successful implementation overall. The project will be implemented within reasonable timelines in line with sound project management principles (e.g., PMBOK, Prince II etc.)</p> <p>5.2.5.1 Detailed project plan showing milestones and deliverables, including (not limited to):</p> <ul style="list-style-type: none"> <li>Requirements management: <i>Provide a brief description of your approach for ensuring that you will capture and manage existing, new, evolving and changing business and technical requirements.</i></li> <li>Solution design – proposed architecture: <i>Provide a brief description of your approach to the detailed designed and specification of the solution</i></li> <li>Solution build: <i>Describe your process for the solution build and configuration for each of the</i></li> </ul>	<p><b>Very Good</b> – The project plan exceeds the minimum requirements</p>	20	
	<p><b>Good</b> – The project plan meets the minimum requirements</p>	15	

<p><i>components with reference to the approach that you will take</i></p> <ul style="list-style-type: none"> <li>• Interfaces to existing systems: <i>Describe how you will manage the identification and implementation of an end-to-end integrated solution</i></li> <li>• Systems and integration testing: <i>Describe how the integration between the new ERP and old systems will be implemented and tested as well as future systems</i></li> <li>• User acceptance testing strategy: <i>Describe how you will implement a User Acceptance Testing strategy with a clear indication of entry and exit criteria</i></li> <li>• Change management: <i>Describe how business change and solution adoption will be managed</i></li> <li>• Issues management, change control: <i>Provide a description of the issue management process you will use during the delivery of the project. Provide a description of the change control process you will use during the project</i></li> <li>• Documentation – design documents and user manuals: <i>Confirm provision of user manuals for all applications, hardware and platform level software, all design documents including architectures, functional specifications and interface definitions / APIs contained in the solution in hard copy and soft copy</i></li> <li>• Post implementation support – attach proposed service level agreement: <i>Define the cost, approach, processes, procedures, people and tools that will be used to support the solution once it is in production. Describe the integration of this function into SAFCOL service desk.</i></li> <li>• Project benefits realisation plan – <i>Indicate how benefits will be tracked including metrics like number of modules successfully integrated and pulling from a single set of data, existing systems interfaced to ERP, business reporting done from the ERP etc.</i></li> </ul>	<p><b>Average</b> – The project plan is provided but does not meet the minimum requirements</p>	<p>0</p>
<p>5.2.5.2 Risk plan detailing impact, likelihood of occurrence for risks including (not limited to):</p> <ul style="list-style-type: none"> <li>• Project deadlines not being met</li> <li>• Lack of assistance by SAFCOL staff</li> <li>• Insufficient training provided by service provider to SAFCOL</li> <li>• Balances on old system not correctly transferred to new system</li> <li>• Describe how customisations will be handled</li> </ul>	<p><b>Very Good</b> – The risk plan exceeds the minimum requirements</p>	<p>5</p>
	<p><b>Good</b> – The risk plan meets the minimum requirements</p>	<p>3</p>
	<p><b>Average</b> – The risk plan is provided but does not include the minimum requirements</p>	<p>0</p>



<p>5.2.5.3 Data Migration strategy</p> <p>Data migration is critical to ensuring that the data in the new ERP system is accurate and complete.</p> <p>Provide the strategy on how the data migration from the old system to the new system will be handled. Please detail the following (not limited to):</p> <ul style="list-style-type: none"> <li>• Data analysis and extraction</li> <li>• The data cleansing process</li> <li>• The migration and validation of migrated data</li> <li>• How the exceptions will be handled</li> </ul>	<p><b>Very Good</b> – The strategy exceeds the minimum requirements</p>	10
	<p><b>Good</b> – The strategy meets the minimum requirements</p>	7
	<p><b>Average</b> – The strategy is provided but does not meet the minimum requirements</p>	0
<p><b>5.2.6 End User Training (5)</b></p> <p><b>Please attach training plan</b></p>	<p><b>Method of evaluation</b></p>	<p><b>Points allocation</b></p>
<p>Training is an important aspect of system implementation to empower users to use the system optimally. Provide the training plan for all system users and detail the following (not limited to):</p> <ul style="list-style-type: none"> <li>• Estimated time of training for each module and how users will be trained and evaluated.</li> <li>• How knowledge transfer will happen to ICT staff</li> <li>• Provide the names of resources who will provide training</li> <li>• Provide confirmation that soft copies of training manuals will be made available</li> </ul>	<p><b>Very Good</b> – The training plan exceeds the minimum requirements</p>	5
	<p><b>Good</b> – The training plan meets the minimum requirements</p>	3
	<p><b>Average</b> – The training plan is provided however it does not meet the minimum requirements</p>	0
<p><b>5.2.7 Business Requirements vs ERP Capabilities (10) Complete checklist below</b></p>	<p><b>Method of evaluation</b></p>	<p><b>Points allocation</b></p>
<p>ERP system capabilities are to match business requirements</p>	<p>ERP capabilities exceed minimum score</p>	10
	<p>ERP capabilities meet the minimum score</p>	9
	<p>ERP capabilities have scored below the minimum score</p>	0

**Business Requirement vs ERP Capability (10)**

This is by no means an exhaustive list however it provides a means for SAFCOL to evaluate bidders. Bidders are to complete the table below by matching the business requirements to the capabilities of their ERP solution.

**Legend:**

Response	Weight (%)
<b>OOB</b> – provided out of the box, configurable	<b>100</b>
<b>3<sup>RD</sup></b> – available through full seamless integration with 3 <sup>rd</sup> party	<b>70</b>
<b>CUS</b> – customisation / available at additional cost	<b>50</b>
<b>FUT</b> – will be available in near future	<b>40</b>
<b>NA</b> – feature unavailable, no plan to make this module functional	<b>0</b>

Business has prioritised Finance processes, existing functionality in the current system and the interface to existing systems. The bidder is to rate the capability at the parent and sub-process levels. The evaluation will be done at the overall rating for the parent process (**in bold**) – one selection per row.

Feature Requirement	Service Provider Response				
	OOB 100	3 <sup>RD</sup> 70	CUS 50	FUT 40	NA 0
<b>Planning and Management Accounting (Mandatory)</b>					
Perform planning, budgeting and forecasting					
Perform cost accounting and control					
Perform cost management					
Evaluate and manage financial performance					
<b>Revenue Accounting (Mandatory)</b>					
Process customer credit					
Invoice customer					
Process accounts receivable					
Manage and process collections					
<b>General Accounting and Reporting (Mandatory)</b>					
Perform general accounting					
Perform financial reporting					
<b>Fixed Asset Accounting (Mandatory)</b>					
Perform capital planning and project approval					
Perform capital project accounting					
Process accounts payable					
Process expense re-imbursments					
<b>Accounts Payable (Mandatory)</b>					
Process accounts payable					

Process expense re-imburements					
<b>Treasury (Mandatory)</b>					
Manage cash					
Manage in-house bank accounts					
Manage debt and investment					
Monitor and escalate risk					
Manage financial fraud and dispute cases					
<b>Taxes (Mandatory)</b>					
Manage tax strategy and plan					
Process taxes					
<b>Supply Chain Management (Mandatory)</b>					
Demand management					
Bid Management					
Procurement operations					
Contract management					
<b>Customer Relationship Management (Mandatory)</b>					
Customer support including self service					
Task management					
Opportunity / lead management					
Ticket management					
<b>Grower</b>					
Pricing and payments – fuel and vehicle management					
<b>Human Capital</b>					
Learner management system					
Talent management system					
<b>Integrated Business Reporting (Mandatory)</b>					
Automated using Business Intelligence features					
Comprehensive library of standard reports and tools for end user ad hoc reporting and queries					
Generation of exception reports, audit trails, statistics and monitoring reports across all modules					
<b>Integrations (Mandatory)</b>					
Hardware integration					
Interface with existing systems					
<b>System Specifications</b>					

Mobile Platform					
Native iOS/Windows/Android application					
Smartwatch iOS/Android application					
<b>Delivery platform</b>					
Cloud					
On-premise					
Hybrid					
<b>Support and Maintenance</b>					
Account Manager					
Application Programming Interface (API) Support					
e-Mail / Phone					
In-System					
Live Chat					
Support Tickets					
24/7 monitoring and support					
<b>Minimum points for capabilities = 1440points out of a total of 1600 (90%) = 9 points</b>					

***N.B: Only Bidders who score the minimum of 64 points out of the total of 80 points (80%) on Functionality / Technical Evaluation will be considered for further evaluation on Solution Demonstration***

**Phase 3: Solution Demonstration (20)**

System evaluation is expected to include, but not limited to the key scenarios as outlined in the table below. The demonstration MUST be on the proposed ERP system and must be done through the bidder’s test environment.

A bidder who demonstrates a system not being proposed and presented during solution demonstration, will be disqualified from further evaluation on Price and BBEE.

The focus is on SAFCOL’s needs and expectations from the new ERP system

Scenario	Description	Score	Points
Sourcing and supplier relationship management	Maintain a list of vendor catalogue items	<b>Very Good</b> – the capabilities exceed the minimum requirements <b>Good</b> – the capabilities meet the minimum requirements <b>Average</b> – the capabilities do not meet minimum requirements	5
	Establish procurement policies		
	Manage vendor qualifications		
Purchasing process	Handle the requisition process of ad hoc PRs aligned to DoA		3
	Track status and manage updates to POs; notifications to outlook		
Matching and payment	Show three way matching for invoice payments		2
	Track assets on invoices		

Capital project tracking and management	Track lead time, materials, and purchases/costs against a project and/or an asset	<b>Very Good</b> – the capabilities exceed the minimum requirements	5
Asset life cycle accounting	Show procure, register, capitalise, transfer, depreciation, additions and disposals of assets	<b>Good</b> – the capabilities meet the minimum requirements <b>Average</b> – the capabilities do not meet minimum requirements	3
Asset maintenance and management	Set up and maintain parent-child relationships between assets		2
Plan, budget, and analysis capabilities	Generate monthly and quarterly forecasts at both the corporate and plantation levels	<b>Very Good</b> – the capabilities exceed the minimum requirements	5
	Report on actual to budget, actual to forecast	<b>Good</b> – the capabilities meet the minimum requirements	
Financial reporting capabilities	Drill down for GL and financial statements to subledger and individual transactions	<b>Average</b> – the capabilities do not meet minimum requirements	3
	Build custom reports in the system		
Financial accounting and capabilities	Manage financial close process		2
	Discuss consolidation, inter-company and allocation capabilities		
	Handle WIP reconciliation		
Usability	Ease of use and graphical user interface	<b>Very Good</b> – exceeds usability requirements	5
		<b>Good</b> – meets usability requirements	3
		<b>Average</b> – system requires effort to complete tasks	2

***N.B: Only Bidders who score the minimum of 16 points out of a total of 20 points (80%) on Solution Demonstration will be considered for further evaluation on price and B-BBEE Level of contribution.***

### Evaluation Points Summary

Evaluation Criteria	Points	Minimum
<b>Functionality / Technical</b>	<b>80</b>	<b>64</b>
Company Profile	5	
Experience of Project Resources	10	
Qualifications of Project Resources	10	
Company Client References	5	
Implementation Strategy	35	
End-user training	5	
Business Requirements vs ERP Capability	10	
<b>Solution Demo</b>	<b>20</b>	<b>16</b>
<b>Total</b>	<b>100</b>	<b>80</b>

**Phase 4: Price and B-BBEE Evaluation**

Evaluation Criteria		Points
1.	Price	80
2.	Black Economic Empowerment	20
3.	Total	100

**B-BBEE Status Level Contributor**

B-BBEE Status level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

Form A

**Client References**

Furnish details of similar work or service satisfactorily completed within the past ten years

Client	Nature of Work	Start and Completion Date	Client Contact Details	Reference letter attached

**Project Resources Qualifications and Experience**

Furnish details of project team resources including projects worked on

Name of Resource	Qualifications	Number of years' experience	Project Description and Contact details	CV attached

**6. RULES OF BIDDING**

- (a) The SAFCOL reserves the right not to award this bid/contract.
- (b) The SAFCOL reserves the right to negotiate price with the preferred bidder.
- (c) Late submissions will not be considered.
- (d) The bid and all information in connection therewith shall be held in strict confidence by the bidder and the SAFCOL.
- (e) The bidders may not disclose any information, documents or products to any other party without prior written approval of the SAFCOL.
- (f) Copyright of all documentation resulting from contracts arising from this bid belongs to the SAFCOL.
- (g) The intellectual property rights of all work conducted by the Service Provider remain vested in the SAFCOL and may not be distributed, published or disclosed to any third party without the prior explicit written consent of the SAFCOL.
- (h) Successful Bidder may be subjected to screening and signing of confidentiality oath.

**THE END.**