ROBBEN ISLAND MUSEUM

RIM ICT 02-2018/2019

APPOINTMENT OF A SERVICE PROVIDER TO PROVISION, UPGRADE AND IMPLEMENT SAGE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM TO ROBBEN ISLAND MUSEUM (RIM) FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

Ms. PN Madikane

Unit Manager: Supply Chain Management

19 October 2018

Signature: ..................................
# CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below, the documents and schedules that form part of your response.
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that bidder may be disqualified on the basis of non-compliance/ non-responsiveness.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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**THE BID / REQUEST FOR QUOTATION RETURNABLE SCHEDULE OR DOCUMENT**

- Checklist of Compulsory Returnable Schedules and Documents
- Instruction to BIDDERS (signed)
- Proposal Document
- **SBD 1**: Invitation to Bid (completed & signed)
- **SBD 2**: Tax Clearance Status (registered on the Central Supplier Database)
- **SBD 3.3** Pricing Schedule (completed & signed)
- **SBD 4**: Declaration of Interest (completed & signed)
- **SBD 6.1**: Preference Claim Forms in terms of Preferential Procurement Regulations AND accredited and Valid B BBE certificate. **SBD 6.1** must be completed when claiming for B BBE points. (completed & signed)
- **SBD 8**: Declaration of Bidder’s Past Supply Chain Practices (completed &signed)
- **SBD 9**: Certificate of Independent Bid Determination (completed &signed)
- Terms of reference (Specification)
- General Conditions of Contract
INSTRUCTION TO TENDERERS

RIM ICT 02-2018/2019

APPOINTMENT OF A SERVICE PROVIDER TO PROVISION, UPGRADE AND IMPLEMENT SAGE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM TO ROBBEN ISLAND MUSEUM (RIM) FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

1. INTRODUCTION

1.1 Robben Island Museum (RIM) invites all accredited supplier / partner by SAGE to submit proposals for the appointment of a service provider to provision, upgrade and implement sage enterprise resource planning (ERP) system to Robben Island Museum (RIM) for the period of thirty-six (36) months.

2. ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH, THIS TENDER SUBMISSION MAY BE DECLARED NON-RESPONSIVE.

2.1 This tender consists of these Instructions, the invitation to submit proposal/s for the appointment of a service provider to provision, upgrade and implement sage enterprise resource planning (ERP) system to Robben Island Museum (RIM) for the period of thirty-six (36) months.

2.2 Bidders are required to submit their tenders in a sealed envelope in which they have duly:
(a) Completed all forms; and
(b) Included all other necessary and/or desirable documents in support of their bids.

2.3 The complete tender document should be returned in its entirety, with each page initialled by the authorised signatory and a witness.

2.4 Any portion of the tender document not completed maybe interpreted as "not applicable" where appropriate.

2.5 Tenders must be properly received and deposited in the tender box on or before the closing date 19 November 2018 and before the closing time of 11H00 am at Robben Island Museum, Nelson Mandela Gateway Building, V & A Waterfront, Cape Town.

2.6 RIM reserves:
(a) The right to accept the whole tender or part of a tender or any item or part of any item or accept more than one tender (in the event of a number of items being offered);
(b) The right not to accept the lowest or any tender;
3. RIM shall not consider tenders, which are received after the closing date and time for such a tender.

4. RIM will not be held responsible for any expenses incurred by bidders in preparing and submitting tenders.

5. RIM may, after the closing date, request additional information or clarification of bidders in writing.

7. A bidder may request in writing and, after the closing date, that his/her tender be withdrawn and which withdrawal will be permitted or refused in the sole discretion of RIM after consideration of the reasons for the withdrawal, which shall be set out by the bidder in the written request for withdrawal.

8. RIM's representative for the purpose of this tender shall be:
   (a) Mr. T Kunene at telephone 021 413 4271 in respect of matters relating to the Terms of Reference; and
   (b) Enquiries pertaining to the completion of the tender documents can be addressed to Ms. Z Mkubukeli at telephone (021) 413-4246/14.

9. Joint Ventures/ Consortiums
9.1 In the case of Joint Ventures/Consortiums, a copy of the Joint Venture agreement must be submitted with the tender document.

10. Validity Period
10.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by RIM for a period of ninety (90) days from the closing date.

11. Bidders must be registered on the Central Supplier Database (CSD).
11.1 RIM shall reject a bid from an entity whose tax matters have not been declared by the South African Revenue Service (SARS) to be in order.
11.2 If bidders are not registered yet on the CSD, they must follow the following link https://secure.csd.gov.za/Account/Register in order to register.
11.3 It is the responsibility of the successful bidder/s to ensure that that the tax matters with SARS are in order.
11.4 Each party to a joint venture / consortium / partnership must comply with all of the above.
12. B-BBEE

12.1 Each bidder must submit a certificate issued by an accredited B-BBEE verification agency or an affidavit, indicating its B-BBEE rating in terms of the relevant B-BBEE scorecard.

12.2 For Consortiums / Joint Ventures / or Sub-contracting arrangements, the bidder must also submit a combined B-BBEE certificate issued by an accredited B-BBEE verification agency.

13. Due Diligence of bidder

13.1 RIM reserves the right to conduct a due diligence investigation prior to the final award of the contract or at any time during the contract.

14. Inducements, rewards, gifts and other abuses of the Supply Chain Management System is prohibited, and:

(a) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly, through a representative or intermediary promise, offer or grant;
   (i) Any inducement or reward to RIM for or in connection with the award of a contract; or
   (ii) Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy;

(b) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly
   (i) influence or interfere with the work of any RIM official(s) involved in the tender process in order to inter alia:
   (ii) influence the process and/or outcome of a bid;
   (iii) incite breach of confidentiality and/or the offering of bribes;
   (iv) cause over and under invoicing;
   (v) influence the choice of procurement method or technical standards; and
   (vi) influence any RIM official(s) in any way which may secure an unfair advantage during or at any stage of the procurement process.

(d) Abuse of the RIM’s supply chain management system is not permitted and may result in the tender being rejected, the cancellation of the contract, the
“blacklisting” of the bidder by RIM against participation in any future bid processes and any other remedy permitted in law.

15. Declarations and authorisation
15.1 Bidder are required to complete all declarations and authorisations in the schedules attached hereto, failing which the tender may be disqualified.

16. Alternative offers
16.1 Alternative offers may be considered, provided that an offer free of qualifications and strictly in accordance with the bid documents is also submitted. RIM shall not be bound to consider alternative tenders.

**EVALUATION CRITERIA**

1. Invalid Tenders
1.1 Tenders shall be endorsed and may be recorded as potentially invalid in the tender opening record by the RIM responsible official in the following instances:
   (i) if the tender is not sealed;
   (ii) if the tender is not completed in non-erasable ink;

2. Non-Responsive Tenders
2.1 Valid tenders will be declared non-responsive and eliminated from further evaluation if:
   (a) The bidder has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury’s database as a person prohibited from doing business with the public sector;
   (b) The bidder has failed to complete and/or sign the required declarations and/or authorisations; and

3. Disqualified Tenders
3.1 The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:
   (a) Comply with one or more of the provisions contained in the Instruction to bidders;
   (b) Comply with any other terms and conditions of the tender documentation after being called upon to do so;

4. Directions and Closing Date for Submission of Bids
4.1 Directions: Cape Town, Waterfront: Nelson Mandela Gateway building next to Clock Tower building.

4.2 CLOSING DATE FOR SUBMISSION OF BIDS: 19 November 2018 AT 11H00 AM.
INFORMATION ON COMPULSORY BRIEFING SESSION

Please note that Briefing Session and Site Visit is COMPULSORY

Compulsory Briefing Session and Site Visit will be held as follows:

Date: Friday, 2 November 2018
Time: 11h00am
Venue: Robben Island Museum

V&A Waterfront, Nelson Mandela Gateway Building, Auditorium
Cape Town
South Africa
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROBBEN ISLAND MUSEUM

BID NUMBER: RIM ICT 02-2018/2019   CLOSING DATE: 19 NOVEMBER 2018   CLOSING TIME: 11:00

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVISION, UPGRADE AND IMPLEMENT SAGE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM TO ROBBEN ISLAND MUSEUM (RIM) FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS)

Robben Island Museum, Nelson Mandela Gateway
Tender Box
V & A Waterfront
Cape Town, 8002

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

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]

☐ Yes   ☐ No

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX

☐ Yes   ☐ No

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

☐ Yes   ☐ No

[If yes enclose proof]

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)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: Robben Island Museum

CONTACT PERSON  Mrs. Z. Mkubukelani

TELEPHONE NUMBER  021 413 4246

FACSIMILE NUMBER

E-MAIL ADDRESS  Zanlem@Robben-island.org.za

TECHNICAL INFORMATION MAY BE DIRECTED TO: CONTACT PERSON  Mr. T Kunene

TELEPHONE NUMBER  021 413 4271

FACSIMILE NUMBER

E-MAIL ADDRESS  Thabani@Robben-island.org.za
### PART B
TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR 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.

#### 2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

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.
PRICING SCHEDULE

NAME OF BIDDER: ................................................................. BID NO.: RIM ICT 02-2018/2019

CLOSING TIME 11:00 CLOSING DATE: 19 NOVEMBER 2018

APPOINTMENT OF A SERVICE PROVIDER TO PROVISION, UPGRADE AND IMPLEMENT SAGE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM TO ROBBEN ISLAND MUSEUM (RIM) FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY <strong>(ALL APPLICABLE TAXES INCLUDED)</strong></th>
</tr>
</thead>
</table>

1. The accompanying information must be used for the formulation of proposals:

1.1 The proposal should include a pricing schedule which clearly sets out the cost of providing the services together with any other charges. Other charges should be explained.

1.2 Rates should be inclusive of overheads and VAT. If a particular category does not exist for the firm, it may be omitted. Additional categories can be added.

1.3 Bidders are required to indicate if prices are fixed or not, if not fixed for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index increase.

1.4 Prices quoted must be valid for at least 90 (ninety) days from the closing of the tender. All assumption made in drawing up the proposal, including factors such as travelling, must be detailed.

1.5 Price must include all applicable taxes and VAT and must be indicated in ZAR. Price must also include all costs as there will be no additional costs entertained.

1.6 The following cost breakdown serves as guidelines for bidders to cost the project, bidders are permitted to include any other costs they deem necessary during compiling their proposals. The total costs must include any annual price escalation, if applicable.

<table>
<thead>
<tr>
<th>FIXED COST BREAKDOWN FOR 36 MONTHS</th>
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<tbody>
<tr>
<td><strong>DELIVERABLES</strong></td>
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<tr>
<td>SOFTWARE INSTALLATION, CONFIGURATION AND TESTING</td>
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<tr>
<td>SOFTWARE LICENSE FEES:</td>
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<tr>
<td>-HRM MODULE</td>
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<tr>
<td>-SCM, thus include e-procurement</td>
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<td>-FINANCIAL MODULE</td>
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<td>-PAYROLL MODULE</td>
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<td>-PERFORMANCE MANAGEMENT MODULE</td>
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<tr>
<td>END USER/ ENTERPRISE USER LICENSE FEES:</td>
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<tr>
<td>-HRM MODULE</td>
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<tr>
<td>-PAYROLL MODULE</td>
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<tr>
<td>-PERFORMANCE MANAGEMENT MODULE</td>
</tr>
<tr>
<td>ERP CUSTOMISATION</td>
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<tr>
<td>EMPLOYEES OR END USER TRAINING</td>
</tr>
<tr>
<td>ERP MAINTENANCE, SOFTWARE UPGRADE AND SUPPORT FOR THE PERIOD OF 36 MONTHS</td>
</tr>
<tr>
<td>OTHER COSTS, IF ANY</td>
</tr>
<tr>
<td>TOTAL FIXED COSTS FOR THE PERIOD OF 36 MONTHS</td>
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</table>
Any enquiries regarding bidding procedures may be directed to the –

Ms. Z Mkubukeli  
SUPPLY CHAIN MANAGEMENT UNIT  
ROBBEN ISLAND MUSEUM  
Suite 204, Level 2  
Clock Tower Building  
V & A Waterfront  
Cape Town  
Tel: 021 413 4246/14  
Email: zanelem@robben-island.org.za

Or for technical information –

Mr. T. Kunene,  
Tel: 021 413 4271  
Email: thabanik@robben-island.org.za
DECLARATION OF INTEREST (SBD 4)

Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- The Bidder is employed by the State; and/or
- The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/persons who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

- Full Name of Bidder or his/her representative
- Identity Number:
- Position occupied in the Company (director, trustee, shareholder², member):
- Registration number of company, enterprise, close corporation, partnership agreement or trust:
- Tax Reference Number:
- VAT Registration Number:
- The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

<table>
<thead>
<tr>
<th>Schedule attached with the above details for all directors/members/shareholders</th>
<th>Yes</th>
<th>No</th>
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<tr>
<th>Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule:</th>
<th>Yes</th>
<th>No</th>
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</table>

Name of person/ director/ trustee/ shareholder/member:
Name of state institution at which you or the person connected to the Bidder is employed
Position occupied in the state institution
Any other particulars:

- If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? If Yes, did you attach proof of such authority to the Bid document? If No, furnish reasons for non-submission of such proof as an attached schedule (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.) | Yes | No |
- Did you or your spouse or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the State in the previous twelve months? If so, furnish particulars as an attached schedule:

  Yes  |  No

- Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule:

  Yes  |  No

- Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule:

  Yes  |  No

- Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract? If so, furnish particulars as an attached schedule:

  Yes  |  No
Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
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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.


1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

(a) Price; and
(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
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<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

1.5 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.

1.6 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:

(i) B-BBEE Status level certificate issued by an authorized body or person;

(j) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

(k) Any other requirement prescribed in terms of the B-BBEE Act;

(l)

(m) "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;

(n) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. 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:

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

Where

\[ \begin{align*}
P_s & = \text{Points scored for price of bid under consideration} \\
P_t & = \text{Price of bid under consideration} \\
P_{\text{min}} & = \text{Price of lowest acceptable bid}
\end{align*} \]

4. 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:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5. **BID DECLARATION**

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

6. **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] [NO]

7.1.1 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] [NO]

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any EME</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OR


8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:...........................................................................................................

8.2 VAT registration number:........................................................................................................

8.3 Company registration number:................................................................................................

8.4 TYPE OF COMPANY/ FIRM

  Partnership/Joint Venture / Consortium
  One person business/sole propriety
  Close corporation
  Company
  (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

..................................................................................................................................................

..................................................................................................................................................

..................................................................................................................................................

8.6 COMPANY CLASSIFICATION

  Manufacturer
  Supplier
  Professional service provider
  Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 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.

**WITNESSES**

1. ........................................
2. ........................................

**SIGNATURE(S) OF BIDDERS(S)**

DATE: ................................................
ADDRESS ........................................
................................................
........................................
DECLARATION OF BIDDER’S PAST SCM PRACTICES (SBD 8)

- Is the Bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:
  Yes  No

- Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:
  Yes  No

- Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:
  Yes  No

- Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform or comply with the contract? If Yes, furnish particulars as an attached schedule:
  Yes  No

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by Robben Island Museum, do hereby make the following statements that I certify to be true and complete in every respect:

- I have read and I understand the contents of this Certificate:
  Yes  No

- I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect:
  Yes  No

- I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder:
  Yes  No

- Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder:
  Yes  No

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

  a) Has been requested to submit a Bid in response to this Bid invitation;

  b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

  c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

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 will not be construed as collusive bidding.
In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) Prices;
b) Geographical area where product or service will be rendered (market allocation);
c) Methods, factors or formulas used to calculate prices;
d) The intention or decision to submit or not to submit, a Bid;
e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or
f) Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this 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.

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.

3 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.

**STANDARD BIDDING DOCUMENTS DECLARATION**

The following documents are deemed to form and be read and construed as part of this agreement even where integrated in this document:

- Declaration of Interest (SBD4)
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1)
  Where a valid BBBEE Certificate is not on file with ASSAf, please attach
- Declaration certificate for Local Production and Content for Designated Sectors (SBD6.2)
- Declaration of Bidder’s past SCM practices (SBD8);
- Certificate of Independent Bid Determination (SBD9)
- General Conditions of Contract

The obligation to complete, duly sign and submit these declarations included in this SBD declaration pack cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the legal entity. I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other procurement. I certify that the information furnished in these declarations (SBD4, SBD5 where applicable, SBD6.1, SBD6.2 where applicable, SBD8, SBD9) is correct and I accept that ASSAf may reject the Offer or act against me should these declarations prove to be false. I confirm that I am duly authorised to sign this SBD declaration pack by the 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).
TERMS OF REFERENCE FOR THE:

APPOINTMENT OF A SERVICE PROVIDER TO PROVISION, UPGRADE AND IMPLEMENT SAGE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM TO ROBBEN ISLAND MUSEUM (RIM) FOR THE PERIOD OF THIRTY-SIX (36) MONTHS
1. PURPOSE

The main objective of the upgrade and implementation of the SAGE ERP system is to automate and integrate the current business processes in order to optimize processing of information across the organisation.

2. BACKGROUND AND OVERVIEW

Robben Island Museum (RIM), an agency of the Department of Arts and Culture is a World Heritage Site. RIM is a tourist destination for both local and international community. RIM processes a lot of transaction per day; some of these transactions are processed manually. This sometimes creates process bottlenecks and time consuming, since manual processing of hardcopies for approval creates longer lead time.

RIM does not have a fully integrated system and centralized data warehouse for data mining and manipulation. The institution realized a need to integrate and automate all business processes that are critical to render effective support to the core business functions. This requires seamless integration and automation of internal business processes. The key critical business processes that need to be automated via the SAGE ERP system are divided into five sections as outlined below:

(a) Supply Chain Management processes
(b) Human Resources Management Processes
(c) Financial Management processes
(d) Performance Management processes
(e) Payroll module

Note: the actual numbers of the users will be given to the successful service provider.

Currently, there is no automated performance management system in place. Furthermore, there is no automated Human Resource Management System. SCM and Finance are using SAGE 300 system of which is integrated. However, only accounting module and order management modules are currently being used via SAGE 300 suite. RIM is planning to upgrade the SAGE 300 to be a web-based system such as SAGE X3. ERP system must allow importing of information from Webitickets.
3. SCOPE OF WORK

(a) The successful service provider must have a capability and experience in provisioning, implementation, supporting and maintenance of the SAGE ERP system for period of 36 months.

(b) Service provider must provide training to the end users across the organisation.

(c) ERP system must be configured via RIM WAN and LAN connectivity for both sites (Island and Waterfront Offices; Clock Tower, Nelson Mandela Gateway and Jetty 1).

(d) The ERP system must be scalable to accommodate the changes in the user numbers.

(e) ERP system must be able to interface with existing systems utilized by the organisation.

(f) Successful service provider must migrate the existing data on the existing to the new ERP at no additional costs.

(g) System must be customisable to accommodate internal processes such as approvals and reviews of requests.

(h) System must be able to send notifications for any actions that need to be actioned by the staff.

(i) System must have a built-intelligence to accommodate escalations for all requests that are overdue.

(j) System must be accessible via web-based (RIM intranet/ internet) and compatible across other platforms such as; Microsoft windows, android and iOS.

(k) System must be accessed using domain usernames and passwords so that it becomes easy to implement RIM User Accounts Management procedure.

(l) ERP must have the following minimum modules: financial management, human resources management (including payroll), supply chain management and performance management.

(m) The successful service provider must provide architecture for the proposed ERP system to be implemented.

(n) Service provider must provide migration plan, an implementation plan on how the system will be implemented, including migration of data, pilot and cut-off date to switch over to the new system.
## 4. ERP FUNCTIONAL REQUIREMENTS

SAGE ERP system must have the financial, SCM, HRM and performance modules, and be scalable for further edition of other modules or users.

### 1.1 System access and security requirements

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement</th>
<th>Source</th>
<th>Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1.1</td>
<td><strong>Accessibility: The system must be accessible</strong>&lt;br&gt;The system must be accessed via intranet/ internet, through domain username and password (single sign-on), it must be accessible to the relevant stakeholders</td>
<td>Accessibility to all operations across all time zones</td>
<td>99.9% application servers up-time</td>
</tr>
<tr>
<td>4.1.2</td>
<td><strong>Security: Prevent unauthorised access</strong>&lt;br&gt;Only those authorised to access the system must be able to access the system and specific functions relevant to their user roles.</td>
<td>Effective security in all operations across all time zones</td>
<td>99.9% effective</td>
</tr>
<tr>
<td>4.1.3</td>
<td><strong>Availability: The system must be available 24x7x365</strong>&lt;br&gt;The system cannot be taken out of operation, especially not during peak hours. It must be fully operational during standard working hours and any down time must be notified well in advance and kept as short as possible.</td>
<td>Available to all operations across all time zones</td>
<td>99.9% application servers up-time&lt;br&gt;99.9% applications up-time</td>
</tr>
<tr>
<td>4.1.4</td>
<td><strong>Efficiency: The system's resource usage must be efficient.</strong>&lt;br&gt;The system must be designed to efficiently use the resources presented by RM's IT infrastructure, such as network bandwidth and other hardware constraints.</td>
<td>The system must be easy to operate</td>
<td>90% efficiency 24/7</td>
</tr>
<tr>
<td>4.1.5</td>
<td><strong>Performance: The response time must be tolerable</strong></td>
<td>The system must be quick and nimble. The maximum tolerances in response time delays under standard working conditions</td>
<td>Reports – X seconds&lt;br&gt;All other standard processes – X seconds</td>
</tr>
<tr>
<td>4.1.6</td>
<td><strong>Reliability: The system has to be highly reliable</strong></td>
<td>The system must be able to perform and maintain its functions both under routine and hostile circumstances</td>
<td>99% operational</td>
</tr>
<tr>
<td>4.1.7</td>
<td><strong>Resilience: The system must be easily recoverable from any catastrophic fault</strong></td>
<td>In the event that the system does fall victim to a worst-case fault, it should be able to be reverted</td>
<td>Disaster recovery within reasonable amount of time</td>
</tr>
<tr>
<td>No.</td>
<td>Requirement</td>
<td>Source</td>
<td>Measure</td>
</tr>
<tr>
<td>-----</td>
<td>-------------</td>
<td>--------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td>back to operating condition with minimal effort</td>
<td>All calculations and processes undertaken by the system cannot have any margin of error</td>
<td>System processes and outputs must be 100% accurate</td>
</tr>
<tr>
<td>4.1.8</td>
<td><strong>Accuracy:</strong> All information processed by the system must be accurate</td>
<td>The system must be compatible across all platforms</td>
<td>The system must be IT infrastructure 99% compatible</td>
</tr>
<tr>
<td>4.1.9</td>
<td><strong>Compatibility:</strong> System must be compatible with mobile devices and different platforms such as Windows, Android and iOS.</td>
<td>Available size to upload must be displayed.</td>
<td>System must be able to notify users when they have exceeded the upload size limit.</td>
</tr>
</tbody>
</table>

### 1.2 Financial management module

The Financial Management ERP module must have the following functionalities mentioned below and customisable for future needs as per organisational evolves.

<table>
<thead>
<tr>
<th>ID no</th>
<th>Business Requirement</th>
<th>Action</th>
<th>Process Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2.1</td>
<td>Budget management</td>
<td>-System must check budget availability for each transaction from Approved Budget of each account against recorded expenses/expenditures and pending purchases orders/requisitions (approved requisitions with no invoices)</td>
<td>Manage Budget</td>
</tr>
<tr>
<td>4.2.2</td>
<td>Accounts Payable and (Invoice) Management And Order Management</td>
<td>-The system must have a functionality to process order entries (requisitions) after been confirmed budget and generate Audit transaction trails for Audit purposes. -System must provide a functionality accounting and reporting features that facilitates rapid entry of supplier invoices, long outstanding supplier invoices, supplier payments and, reconciliation of such payments. Supplier payments should be easily interfaced to the banking platform for payments.</td>
<td>Manage Accounts Payable (and Invoices)</td>
</tr>
<tr>
<td>4.2.3</td>
<td>Accounts Receivable Management</td>
<td>System must provide a functionality accounting and reporting features that facilitates rapid entry of debtors invoices, long outstanding debtors, supplier deposits and, reconciliation of such receipts.</td>
<td>Manage Accounts Receivable</td>
</tr>
<tr>
<td>4.2.4</td>
<td>Deposits, Cash Management, Bank Reconciliation</td>
<td>The cash management function should be able provide management with optimal efficiency against forecasts, bank reconc checks against payments and recorded</td>
<td>Manage Recons</td>
</tr>
<tr>
<td>ID no</td>
<td>Business Requirement</td>
<td>Action</td>
<td>Process Name</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------</td>
<td>--------</td>
<td>--------------</td>
</tr>
<tr>
<td></td>
<td>transactions under cash book accounts and balances on bank statements.</td>
<td></td>
<td>Managing budgets</td>
</tr>
<tr>
<td>4.2.5</td>
<td>Planning and Budgeting</td>
<td>System should provide user-friendly planning, budgeting and forecasting platform which will integrate and consolidate the information for decision making and reporting. The module should be customisable to suite organisational needs (and PFMA requirements).</td>
<td></td>
</tr>
<tr>
<td>4.2.6</td>
<td>General Ledger &amp; Grant/Project Accounting, Cost allocation and Analysis</td>
<td>System should have a transaction recording platform which can classify transaction by Balance Sheet &amp; Income Statement where Cost Allocation process will allow to allocate transactions by projects/grants for cost analysis. The system should have a customizable reporting ability for internal reporting and advanced allocations. The System should generate Audit transaction trails for Audit purposes.</td>
<td>Managing General ledger</td>
</tr>
<tr>
<td>4.2.7</td>
<td>Audit trail for all transactions</td>
<td>System should generate Audit trails for all transactions on the system and prohibit deletion of transactions and audit trails</td>
<td>Managing Audit trail.</td>
</tr>
<tr>
<td>4.2.8</td>
<td>Reporting functionality</td>
<td>Applicable to most modules and should be customisable to RIM needs</td>
<td>Provide financial reporting</td>
</tr>
</tbody>
</table>

### 1.3 Supply Chain Management (SCM) Module

Supply Chain Management ERP module must have the following functionalities mentioned below and customisable for future needs as per organisational evolves.

<table>
<thead>
<tr>
<th>ID no</th>
<th>Business Requirement</th>
<th>Action</th>
<th>Process Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.3.1</td>
<td>Web-based procurement system</td>
<td>System to be available from multiple locations</td>
<td>Access to the system</td>
</tr>
<tr>
<td>4.3.2</td>
<td>Managed access to system</td>
<td>Registration to access the IPS module for both back end users and suppliers</td>
<td>Access to the system</td>
</tr>
<tr>
<td>4.3.3</td>
<td>SCM compliance</td>
<td>System must be able to perform regulatory and internal compliance check to ensure that correct procedure is followed timely</td>
<td>Creation of requisition</td>
</tr>
<tr>
<td>4.3.4</td>
<td>Capturing of requisition</td>
<td>ERP system must allow users to capture requisition</td>
<td>Creation of requisition</td>
</tr>
<tr>
<td>4.3.5</td>
<td>Business process workflow with notifications on emails</td>
<td>System must integrate with Outlook for users to receive email notifications for reminders or to prompt users to work on requests on the system</td>
<td>Creation of requisition</td>
</tr>
<tr>
<td>ID no</td>
<td>Business Requirement</td>
<td>Action</td>
<td>Process Name</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>4.3.6</td>
<td>Budget maintenance</td>
<td>System must provide ability to upload, adjust and update budget.</td>
<td>Creation of requisition</td>
</tr>
<tr>
<td>4.3.7</td>
<td>Demand management plan maintenance</td>
<td>System must provide ability to upload Demand management plan</td>
<td>Creation of requisition</td>
</tr>
<tr>
<td>4.3.8</td>
<td>Alignment with delegation of authority</td>
<td>System must be aligned with RIM’s Delegation of Authority for approvals</td>
<td>Creation of requisition</td>
</tr>
<tr>
<td>4.3.9</td>
<td>SCM timelines</td>
<td>System must allow turn-around times to be set so that escalations are</td>
<td>Creation of Request for Quotations</td>
</tr>
<tr>
<td></td>
<td></td>
<td>auto-routed, systematically.</td>
<td></td>
</tr>
<tr>
<td>4.3.10</td>
<td>Central Supplier Database (CSD) integration</td>
<td>System must validate supplier information e.g. tax clearance</td>
<td>Creation of Request for Quotations</td>
</tr>
<tr>
<td></td>
<td>with real-time availability</td>
<td>certificate, B-BBEE certificate, active on CSD, blacklisted, etc.</td>
<td></td>
</tr>
<tr>
<td>4.3.11</td>
<td>Upload and attach documents on the system</td>
<td>System must allow user to be able to upload documents e.g. quotation,</td>
<td>Creation of Request for Quotations</td>
</tr>
<tr>
<td></td>
<td></td>
<td>invoices, contracts, SCM governance documents, etc.</td>
<td></td>
</tr>
<tr>
<td>4.3.12</td>
<td>Evaluate quotations</td>
<td>System must allow users to evaluate and provide comments</td>
<td>Creation of purchase order (PO)</td>
</tr>
<tr>
<td>4.3.13</td>
<td>Provide 80/20 preference point system</td>
<td>System must provide 80/20 preference point system</td>
<td>Creation of PO</td>
</tr>
<tr>
<td>4.3.14</td>
<td>Integrate with ACCPAC for purchase order</td>
<td>System must integrate with ACCPAC for PO creation, update PO when the</td>
<td>Creation of PO</td>
</tr>
<tr>
<td></td>
<td>processing</td>
<td>invoice is submitted, close the PO when invoice is fully paid</td>
<td></td>
</tr>
<tr>
<td>4.3.15</td>
<td>Contract Management</td>
<td>System must provide ability to set start and end date of contracts and</td>
<td>Contract Management</td>
</tr>
<tr>
<td></td>
<td></td>
<td>account location, differentiate between contract and quotations,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>differentiate between once-off contracts and long-term contracts,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>alerts 6 months prior contract ending</td>
<td></td>
</tr>
<tr>
<td>4.3.16</td>
<td>Access to SITA contracts</td>
<td>System must provide ability to access or upload SITA contracts.</td>
<td>Contract Management</td>
</tr>
<tr>
<td>4.3.17</td>
<td>Reporting</td>
<td>System must be able to report and provide audit trail and exception</td>
<td>Reporting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>report for every process that has been completed during each part of the</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>cycle</td>
<td></td>
</tr>
<tr>
<td>4.3.18</td>
<td>Configure IPS per RIM’s Financial Year</td>
<td>System must be configured according to RIM’s Financial Year</td>
<td>Financial year reporting</td>
</tr>
<tr>
<td>4.3.19</td>
<td>Purchase order approval and authorisation</td>
<td>System must have an automated approval for all requested initiated via</td>
<td>Request submissions and authorisation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the system</td>
<td>of PO’s</td>
</tr>
</tbody>
</table>

### 1.4 Human Resources Management Module

Human Resources Management ERP module must have the following functionalities mentioned below and customisable for future needs as per organisational evolves.
<table>
<thead>
<tr>
<th>ID no</th>
<th>Business Requirement</th>
<th>Action</th>
<th>Process Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4.1</td>
<td>Personnel management</td>
<td>System must provide a provision to register all employees across the organisation.</td>
<td>Manage personnel</td>
</tr>
<tr>
<td>4.4.2</td>
<td>Benefits Administration</td>
<td>System must provide a functionality to register and allocate benefits per employee.</td>
<td>Manage benefits</td>
</tr>
<tr>
<td>4.4.3</td>
<td>Organisational management</td>
<td>System must provide a functional for organisational design and review to accommodate changes on the existing structure.</td>
<td>Manage organisational design</td>
</tr>
<tr>
<td>4.4.4</td>
<td>Employee Self Service</td>
<td>System must provide functionality for employee to submit copies of qualifications, requests for approvals, timesheets and approvals for leaves.</td>
<td>Employee requests management</td>
</tr>
<tr>
<td>4.4.5</td>
<td>Leave management</td>
<td>Employees must capture and submit leaves electronically for approval by their managers.</td>
<td>Leave management</td>
</tr>
<tr>
<td>4.4.6</td>
<td>Capturing of timesheets</td>
<td>Employees must capture and submit timesheets electronically for approval by their managers.</td>
<td>Timesheet management</td>
</tr>
<tr>
<td>4.4.7</td>
<td>Payroll management</td>
<td>System must provide a functionality to capture salaries of employees, overtime, bonuses, 13th cheque, taxes, salary structuring. Module must be customisable to suite organisational needs as requested by RIM.</td>
<td>Manage employee salaries and other benefits</td>
</tr>
<tr>
<td>4.4.8</td>
<td>Compensation Management</td>
<td>System must provide a provision to register a claim for compensation</td>
<td>Compensate employees</td>
</tr>
<tr>
<td>4.4.9</td>
<td>Talent Management</td>
<td>System must allow users to capture; talent acquisition and retention, performance management, learning and growth, rewards, career development and succession planning.</td>
<td>Manage talent</td>
</tr>
<tr>
<td>4.4.10</td>
<td>Training management</td>
<td>To capture training plans, schedule training, update training plans and retrieve training reports.</td>
<td>Provide and manage training</td>
</tr>
<tr>
<td>4.4.11</td>
<td>Bursary management</td>
<td>Management of bursaries awarded to employees and external people. Report on progress pertaining bursaries awarded.</td>
<td>Creation of Request for Quotations</td>
</tr>
<tr>
<td>4.4.12</td>
<td>Recruitment</td>
<td>Initiate recruitment process for new employees.</td>
<td>Recruit staff</td>
</tr>
<tr>
<td>4.4.13</td>
<td>Staff contracts</td>
<td>Develop and manage employee staffs contract from the initiation to the termination or retirement.</td>
<td>Manage employee contracts</td>
</tr>
<tr>
<td>4.4.14</td>
<td>Reporting</td>
<td>System must be able to produce regarding all processes associated with HR as mentioned above, but not limited to the functions specified above.</td>
<td>Provide HR reporting</td>
</tr>
</tbody>
</table>

1.5 Performance Management Module

Performance Management ERP module must have the following functionalities mentioned below and customisable for future needs as per organisational evolves.
<table>
<thead>
<tr>
<th>ID no</th>
<th>Business Requirement</th>
<th>Action</th>
<th>Process Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5.1</td>
<td>Capture annual performance agreement</td>
<td>System must allow employees to capture their performance agreement.</td>
<td>Manage employee performance agreement</td>
</tr>
<tr>
<td>4.5.2</td>
<td>Capture quarterly targets</td>
<td>System must allow employees to capture all four quarterly targets.</td>
<td>Manage employee performance agreement</td>
</tr>
<tr>
<td>4.5.3</td>
<td>Alignment to organisational balance score card</td>
<td>System must allow the capturing of balance score and cascaded down to all employees</td>
<td>Manage organisational balance score card</td>
</tr>
<tr>
<td>4.5.4</td>
<td>Employee development plan</td>
<td>System must allow employees to capture their personal development plan during the capturing of performance agreements.</td>
<td>Manage employee development plan</td>
</tr>
<tr>
<td>4.5.5</td>
<td>Performance rating</td>
<td>System must be customisable to accommodate RIM performance rating scale</td>
<td>Rate employee performance</td>
</tr>
<tr>
<td>4.5.6</td>
<td>Quarterly performance review</td>
<td>System must allow the employee to rate his/her performance. System to allow employee manager to give a rating for employee performance. The system must also allow the capturing of the agreed final score between the employee and the manager.</td>
<td>Manage employee quarterly review</td>
</tr>
<tr>
<td>4.5.7</td>
<td>Employee final review</td>
<td>The system must auto calculate the final score by aggregating scores for all four quarterly review.</td>
<td>Manage annual performance reviews</td>
</tr>
<tr>
<td>4.5.8</td>
<td>Approval of performance review</td>
<td>The system must allow the employee to send completed performance review to the manager. The manager must be able to review and send review feedback to an employee. The system must allow the employee whether to accept or decline a performance review. A notification must be sent the manager if employee decline or accept the review.</td>
<td>Approve employee performance review</td>
</tr>
<tr>
<td>4.5.9</td>
<td>Dispute performance review</td>
<td>The system must allow the employee to appeal performance review. A notification must be sent to the manager and HR representative. Dispute outcome must be capture on the system and signed by the employee.</td>
<td>Manage employee performance dispute</td>
</tr>
<tr>
<td>4.5.10</td>
<td>Portfolio of evidence (PoE)</td>
<td>The system must allow employee to upload PoE when requested during the performance review process.</td>
<td>Provide performance PoE</td>
</tr>
<tr>
<td>4.5.11</td>
<td>Updating of employee information.</td>
<td>System must allow employee to update records if a manager changes.</td>
<td>Manage employee records</td>
</tr>
<tr>
<td>4.5.12</td>
<td>Performance reporting</td>
<td>System must be able to generate performance report per employee</td>
<td>Manage employee records</td>
</tr>
<tr>
<td>4.5.13</td>
<td>System access and views</td>
<td>Executive and the Senior Manager of the department must have a holistic view of performance of all employees within the department</td>
<td>Monitor employee performance</td>
</tr>
</tbody>
</table>
### 5. COMPULSORY REQUIREMENTS

Service provider that fails to meet the minimum requirements as mentioned below may result to bidders being disqualified.

(a) Service provider must submit company profile which indicates a minimum of five (5) years experience in implementing, commissioning and supporting of SAGE ERP system.

(b) Service provider must submit a minimum of three (3) contactable reference letters from previous clients where similar services were rendered. All letters must be on the company letter head of the referee and signed by the referee.

(c) Service provider must provide CV’s for the team members that will be providing SAGE ERP support. Project Team Leader must have a minimum of 5 years, while other team members must have a minimum of two years experience in implementing, commission, supporting of SAGE ERP system and list of projects they have successfully implemented.

(d) Service provider must submit presentation documents as follows: SAGE ERP system architecture and design, implementation plan and timelines. Furthermore; support and maintenance plan with turnaround times, training plan of the employees who will be using the SAGE ERP system.

(e) Service provider must provide a migration plan depicting the following; phasing out information from the existing system, before the complete shutdown of the old system.

(f) Service provider must be an accredited supplier/ partner by SAGE and proof of accreditation by SAGE must be submitted by the service provider.

(g) Service provider must have a local support based in Cape Town and a proof of the office address must be submitted.
6. THE OBJECTIVE CRITERIA

Robben Island Museum may exercise a right to appoint a service provider based on the extensive years of experience in conducting similar services. This criterion will be applied after the price and preference points have been considered.

7. PROJECT MANAGEMENT AND REPORTING

(a) A Service Level Agreement (SLA) must be signed between a successful ERP Service Provider and RIM.
(b) A successful service provider must provide documented weekly progress reports and monthly reports pertaining implementation of ERP system.
(c) The service provider must provide monthly report pertaining ERP service support and maintenance post implementation. The monthly report must be presented during the compulsory monthly meetings to be held at RIM’s offices.

8. EVALUATION CRITERIA

All tender bids proposal will be evaluated in the following manner:

(a) Phase 1: Evaluation process – Submission of compulsory proposal requirements by bidders and compliance to the specification requirements

(i) The first phase of evaluation is checking and verification of all the mandatory documents to be submitted by the bidders and compliance to specification.
(ii) Bidders are required to comply by the bidder requirements mentioned above.
(iii) Certified copies or original documents will be accepted.
(iv) Companies that do not comply with the compulsory bid requirements specification, technical and mandatory requirements, and scope of work may be regarded as non-responsive and may be disqualified.
(b) Phase 2: Price and Preference Procurement Points System

Application of price and preference points (Please attach an updated BEE certificate/affidavit stating the BEE status level in order to claim points for BEE status level)

The new Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on 8 June 2011 (No. 34350) and effective from 7 December 2011. These regulations require the bidder to submit valid original or certified copies of their B-BBEE Status Level Certificate from SANAS accredited verification agency and accredited Auditing firm. The 90/10 preference point (90 for price and 10 for B-BBEE status contribution) system will be applied in accordance with the formula and applicable points provided for in the perspective status level contributor table in the Regulations.

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

a. Failure to capture the required status level on the SBD 6.1 and to submit the required B-BBEE status level certificate will lead to a zero (0) B-BBEE Status level contribution.

b. The points scored by the bidder in respect of the points indicated above will be added to the points scored for price.

c. Bidders are requested to complete the various preference claim forms in order to claim preference points.

d. Only bidders who have completed and signed the declaration part of preference claim form will be considered for B-BBEE status.

e. Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to B-BBEE status.

f. Points scored will be rounded off to the nearest 2 decimals.

g. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
h. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points. An objective criteria, as indicated above, may be applied.

The following breakdown and weighting will apply with regards to application of point for price and points for BEE status level:

<table>
<thead>
<tr>
<th>BREAKDOWN</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Points for BEE status level</td>
<td>20</td>
</tr>
<tr>
<td>(ii) Points for Price</td>
<td>80</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

(c) *Phase 3: Objective Criteria*

The objective criteria as indicated in paragraph 6 above may be applied as this phase. After the preferential procurement policy system of 80/20 has been applied.

9. **PRICING SCHEDULE**

The proposal should include a pricing schedule which clearly sets out the cost of providing the services together with any other charges. Other charges should be explained. Prices quoted must be valid for at least 90 (ninety) days from the closing of the tender. All assumption made in drawing up the proposal, including factors such as travelling, must be detailed.

The proposal must indicate total costs including VAT in rands. The following cost breakdown servers as guidelines for bidders to cost the project, bidders are permitted to include any other costs they deem necessary during compiling their proposals. The total costs must include any annual price escalation, if applicable.
<table>
<thead>
<tr>
<th>DELIVERABLES</th>
<th>TOTAL COSTS (VAT Excl.)</th>
<th>TOTAL COSTS (VAT Incl.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software installation, configuration and testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Software license fees;</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- HRM module</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- SCM, thus include e-procurement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Financial module</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Payroll module</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Performance management module</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>End user/ enterprise user license fees;</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- HRM module</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- SCM, thus include e-procurement</td>
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<td></td>
</tr>
<tr>
<td>- Financial module</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Payroll module</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Performance management module</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ERP customisation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Employees or end user training</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ERP maintenance, software upgrade and support for the period of 36 months</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other costs, if any</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total fixed costs for the period of 36 months</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Fixed costs will be paid on a monthly basis to the service provider for the duration of 36 months.

9. ENQUIRIES

a. For any ICT technical enquiries please contact Senior Manager ICT:
   **Mr. Thabani Kunene** at 021 413 4271 or email at: ThabaniK@robben-island.org.za
b. For any SCM enquiries please contact Senior Manager SCM:
   **Ms. Zanele Mkubukeli** at 021 413 4246 /email at: ZaneleM@robben-island.org.za

10. BRIEFING SESSION & CLOSING DATE

Briefing Session and site visit is compulsory: **2 November 2018 at 11:00 a.m**
Closing Date: **19 November 2018, by 11h00 a.m.**

NB: Bidders that did not attend the compulsory briefing session and site visit will not be considered.
11. SUBMISSION

Tender documents must be deposited in the tender box situated as follows:
Robben Island Museum, Nelson Mandela Gateway, Tender Box, situated next to Information Desk, V & A V&A Waterfront, Cape Town.
THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010
NOTEs

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
TABLE OF CLAUSES

1. Definitions
2. Application
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices
1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or
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:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(c) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
   (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier’s performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any
person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which
may be due to him

25. Force Majeure
25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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

27. Settlement of Disputes
27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability
28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
29. Governing language
29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

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

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

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

33. National Industrial Participation (NIP) Programme
33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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