P O Box 23378, Gezina, 0031
AgriSETA House
529 Belvedere Street, Arcadia, 0083
Tel: (012) 301 5600
Fax: (012) 325 1677
Website: www.agriseta.co.za
Email: info@agriseta.co.za

REQUEST FOR PROPOSALS:

APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO PROVIDE AN AUDIT SOFTWARE FOR THE INTERNAL AUDIT FUNCTION OF AGRISETA WITH POST IMPLEMENTATION SUPPORT AND MAINTENANCE FOR A PERIOD OF THREE YEARS (3 YEARS).

TENDER NO: AGRISETA/2026/08

Closing date and time: 02 December 2026 at 11:00 am

Bid Validity Period: 120 days.

TENDER BOX ADDRESS:

AgriSETA House

529 Belvedere Street, Arcadia, 0083

P O Box 23378, Gezina, 0031

TEL: 012 301 5600

EMAIL: quotations@Agriseta.co.za (enquiries)

WEBSITE: www.agriseta.co.za

P O Box 23378, Gezina, 0031
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Website: www.agriseta.co.za
Email: info@agriseta.co.za

ABBREVIATIONS

PFMA	Public Finance Management Act
IAF	International Accreditation Forum
OEM	Original Equipment Manufacturer
ICT	Information Communication Technology
GIAS	Global Internal Audit Standards (GIAS)
CAAT	Computer-Assisted Audit Tools
IAS	Internal Audit Software

1. INTRODUCTION

AgriSETA is listed under Schedule 3 Part A of the PFMA as a public entity. Enablinga skilled and prosperous Agricultural sector. The entity is enacted through the Skills Development Act of 1997 Chapter 3, Section 9

Various Legislations are also applicable in the business operations of the SETA, suchas the following:

- Higher Education Act, 1997 (Act No. 101 of 1997) (HE Act)
- National Student Financial Aid Scheme Act, 1999 (Act No. 56 of 1999) (NSFASAct)
- National Qualifications Framework Act, 2008 (Act No. 67 of 2008) (NQF Act)
- Skills Development Levies Act, 1999 (Act No.9 of 1999) (SDL Act)
- Public Finance Management Act
- All related Regulations of this Acts
- National Treasury Regulations
- National Treasury Frameworks for Strategic Plans (SP) and AnnualPerformance Plans (APP)

2. BACKROUND

AgriSETA is committed to enhancing its internal audit function to ensure effective governance, risk management, and control processes. In line with the Global Internal Audit Standards, particularly Standard 10.3, there is a recognized need to procure specialized internal audit software. This software will support the internal audit process by improving efficiency, effectiveness, and compliance with international best practices.

Standard 10.3 states:

"*The chief audit executive must strive to ensure that the internal audit function has technology to support the internal audit process. The chief audit executive must regularly evaluate the technology used by the internal audit function and pursue opportunities to improve effectiveness and efficiency.*

When implementing new technology, the chief audit executive must implement appropriate training for internal auditors in the effective use of technological resources. The chief audit executive must collaborate with the organization's information technology and information security functions to implement technological resources properly."

The short-term mission of the Internal Audit Function to advance the vision of the Function includes the following key elements:

- Provide continuous assurance over processes instilled by AgriSETA to meet the 8 objectives of the SETA. This is part of a continuous and real-time audit of the predetermined objectives of the SETA.
- Move away from traditional audit processes towards more agile audits, encompassing the adoption of computer-assisted audit tools (CAATs) and data analytics.
- To be a high-performing IAF that meets the expectations of our stakeholders and adheres to GIAS and the attributes of high performance recognized by leading IAF.
- This will enable us to be a trusted assurance and advisory provider, recognized as a driving force behind a culture of governance, accountability, compliance, and execution that helps in the achievement of AgriSETA's objectives.

The above is further supported by the support initiatives highlighted in the Strategy, which include: (1) The utilization of a computerized audit tool that will assist in conducting audit follow-ups on corrective action plans on Auditor General findings; and (2) Explore using computerized audit tools to analyse large volumes of data, identify issues, and communicate with clients. This should include continuous auditing tools to analyse an organization's operations and financial activities in real-time.

2.1. BRIEFING SESSION:

There will be no briefing session, service provider are welcomed to email their enquiries to Supply Chain on quotations@agriseta.co.za

2.1.1 SUBMISSION OF PROPOSALS

Bidders must submit one (1) original, two (2) copies and one (1) soft copy (in a memory stick) of their bid proposal. Price Proposals must be submitted separately from the technical proposal. Bid response documents must be deposited in the bid box situated at the address below, for the attention of:

Name: SCM Manager
Physical Address:
AgriSETA Offices
No: 529 Belvedere Street Arcadia
Pretoria
0083
Queries may be sent to: quotations@agriseta.co.za

2.1.2. Documents must be clearly labelled as "Original" and "Copy".
2.1.3 The bid proposal must be accompanied by the bidder's company profile.
2.1.4 All SBD forms must be completed and signed.

3. OVERALL, PURPOSE AND OBJECTIVE OF THE BID

3.1 The purpose of this procurement is to acquire a comprehensive internal audit software solution that will:

- Enhance the planning, execution, and reporting of internal audits.
- Facilitate risk assessment and management.
- Support compliance with the Global Internal Audit Standards.
- Improve data analytics capabilities within the internal audit function.
- Enable efficient tracking of audit findings and recommendations.

3.2 The objectives of procuring the internal audit software are to:

- Automate and streamline internal audit processes.
- Ensure real-time access to audit data and analytics.
- Enhance collaboration within the audit team and with stakeholders.
- Maintain a centralized repository for audit documentation.
- Support continuous improvement through performance monitoring and reporting.

4. CONTRACT PERIOD

Once-off system implementation, with 3 years annual licensing renewal for four members with support and maintenance for duration of 3 years.

5. CONDUCT OF THE WORK

The selected service provider will be required to:

1. Supply and implement internal audit software tailored to AgriSETA's needs.
2. Provide a solution that integrates risk management process for the purpose of conducting and informing the overall risk assessment by the internal audit function.
3. Provide training to internal audit staff on the use of the software.
4. Offer ongoing technical support and maintenance services for a period of three (3) years.
5. Ensure the software integrates seamlessly with existing systems.
6. Customize the software to align with AgriSETA's audit methodologies and reporting requirements.

6. SCOPE OF EXTERNAL SERVICE PROVIDER TO PROVIDE AUDIT SOFTWARE SOLUTION

The service provider is expected to deliver:

a. A fully functional internal audit software solution.
b. User manuals and training materials.
c. Training and development on the use of the system (current and future staff as and when required).
d. Technical support and maintenance plan.
e. Documentation detailing software customization and integration processes.
f. Customization of audit methodology, templates, and reports;
g. Scheduling - managing audit teams and allocate resources;
h. Reporting on the use of Internal Audit resources, including time and expenses;
i. Audit documentations system that enables cross-referencing of working papers;
j. Audit documentations system that allows for different types of files, e.g. Portable Document Format, Microsoft Office, e-mails, etc.;
k. Information sharing;
l. Internal Audit reporting and tracking of audit findings, i.e. audit database;
m. Dashboard reporting;
n. Data analytics
o. Technology road-map (after sales/post-implementation support relating to best practices and training on new updates, features, trouble-shooting, and functionality)
p. Provide training for system usage and administration for a minimum of four (4) users.

7. TECHNICAL MANDATORY REQUIREMENTS (Phase 1)

Service Providers are to comply with the following requirements. Failure to comply with the mandatory technical requirements information and documents will lead to disqualification of the bidder.

Please note: Only the bidding company’s certificate/evidence will be considered. Certificate/evidence of the sub-contractor that the bidding company intends to subcontract to will not be considered unless it’s a Joint Venture (JV). JV Agreements pertaining to the bid in question must be attached and signed by both parties.

Failure to comply with the requirements below will lead to your bid not being considered:

NO.	DESCRIPTION	COMPLY YES (✓)	DO NOT COMPLY (✗)
1.	Proof of manufacturer accreditation to resell, install, support, and maintain the proposed system (Valid Original Equipment Manufacturer – letter)		

8. Budget

A detailed budget breakdown must be provided, including costs for software licensing, implementation, training, and providing technical support as and when required. *Refer to pricing under functionality.*

9. Reporting

The service provider will report to the Chief Audit Officer (CAO) of AgriSETA and provide regular updates on the progress of the implementation.

10. PAYMENT TERMS

AgriSETA undertakes to pay valid invoices in full, within 30 (thirty) days from the date of receipt of the invoice, for work done to its satisfaction. No payment will be made wherethere is outstanding information until that outstanding information is submitted and the deliverable has been successfully submitted to the SETA. AgriSETA shall not payfor any unproductive or duplicated time spent by the service provider on any assignment because of staff changes or redrafting of reports.

11. Evaluation CRITERIA (Phase 2)

The following evaluation method will be used:

- After the closing date of the bid invitation, an appointed evaluation committee of AgriSETA officials and possibly other external parties will evaluate the proposals of the bidders.
- The committee will individually evaluate each of the proposals received against the appointed criteria as provided on this tender document.

All proposals submitted will be evaluated into four categories:

- Mandatory
- Functionality (technical content)
- System Demonstration and Presentation
- Price and Specific Goals

11.1. Functionality

Bids will be evaluated using the 80/20 split. The 80/20 preference points system applies for acquisition of goods or services for Rand value equal or above R2 000 and up to R50 million.

Firstly, the assessment of functionality will be done in terms of the evaluation criteria and the minimum threshold value of 60 points. A bid will be disqualified if it fails to meet the minimum threshold value for functionality as per the bid invitation.

Only the qualifying bids will be evaluated in terms of the 80/20 preference points systems, 80 points will be used for price only and the 20 points will be used for specific goals. The points for price will be calculated in accordance with the formula prescribed in SBD 6.1 attached to this document.

NOTE: Only evidence from the bidding company will be considered for the evaluation criteria below. Evidence of a sub-contractor that the bidding company intends to subcontract to will not be considered unless the biddingcompany has entered into a valid joint venture agreement signed by both parties as outlined in the conditions of the tender.

For functionality, the following criteria will be applicable and the maximum value of points breakdown for each criterion using these scale level descriptors:

SCALE LEVEL DESCRIPTIONS	RATING
No relevant response or information given to enable evaluation	0
Very poor response based on expected standard	1
Poor response based on expected standard	2
Average response based on expected standard	3
Good response based on expected standard	4
Excellent response based on expected standard	5

Points Breakdown:

CRITERIA FOR FUNCTIONALITY	BREAKDOWN OF POINTS	WEIGHT
COMPANY EXPERIENCE Reference letters proving track record for supply, implementation, maintenance and support for an Internal Audit software The submitted reference letters must have the following details: Not older than 5 years	The submitted proposal has submitted five or more reference letters, not older than five years, in the company letterhead, and with a description of services, contact person, and duration of the project [5 points] The submitted proposal has submitted four reference letters, not older than five years, in the company letterhead,	10

CRITERIA FOR FUNCTIONALITY	BREAKDOWN OF POINTS	WEIGHT
In company letterhead, signed, Description of services, contact person, and duration of the project **Letters that fail to meet the details above will not be considered**	and with a description of services, contact person, and duration of the project [4 points] The submitted proposal has submitted three reference letters, not older than five years, in the company letterhead, and with a description of services, contact person, and duration of the project [3 points] The submitted proposal has submitted less than three reference letters, in the company letterhead, and with a description of services, contact person, and duration of the project [0 points]	
CVs and proof of certified qualification (certified copies should not be older than 6 months) of the two personnel assigned to conduct training on the implementation of the proposed internal audit software solution The trainers must demonstrate proficiency in the proposed	2 CVs with relevant NQF level 6 qualification or CISA certificate, 6 years and above of relevant experience on each CV = 5 points 2 CVs with relevant NQF level 6 qualification or CISA certificate, with 4 – 5 years of relevant experience, each CV = 4 points	5

CRITERIA FOR FUNCTIONALITY	BREAKDOWN OF POINTS	WEIGHT
audit software solution and possess at least 6 years of experience in delivering user training. The trainers must hold either of the following qualifications: NQF Level 6 in Internal Audit / Information and Communication Technology / Information Technology Audit or a Certified Information Systems Auditor (CISA) accreditation.	2 CVs with relevant NQF level 6 qualification or CISA certificate, with 3 – 4 years of relevant experience on each CV = 3 points 2 CVs or less, with relevant NQF level 6 qualification or CISA certificate, with less than 3 years' relevant experience on each CV, or submitted CVs do not have relevant NQF Level 6 qualifications = 0 points	
Implementation support on the proposed software, before, during and after the implementation (12 months) The bid proposal to clearly provide a detailed implementation support plan for a period of 12 months. The implementation support plan must meet the following requirements: 1. It must be on the letterhead of the proposed bidder 2. Detailed deliverables 3. Post-implementation support plan	The implementation support plan exists covering all 5 requirements = 5 points The implementation support plan covers less than 5 of the requirements = 0	5

CRITERIA FOR FUNCTIONALITY	BREAKDOWN OF POINTS	WEIGHT
4. System maintenance support plan 5. Detailed tracking of implementation milestones		
Customisation of audit templates and reports The audit software solution should meet the following requirements on customisation and audit report templates: 1. The proposal to include a plan on how the bidder will customise the audit templates and reports of the internal audit of AgriSETA to the proposed audit software, within the first 3 to 6 months of the implementation of the solution.	The proposal on the customisation period is to be completed within 3 to 6 months = 5 points The proposal on the customisation period is outside the 3 to 6 months = 0 points	15
Internal Audit Methodology The proposed bidder must include a detailed audit software plan, indicating how the audit software has the capacity to run and manage the following: 1. Supports risk-based audit plan (including conducting risk assessments); 2. Planning the audit engagement; 3. Performing the audit engagement (Fieldwork); 4. Reporting on the audit engagement; 5. Follow-up reporting (reviewing and tracking of the implementation of	The detailed audit software plan meets all the requirements of the internal audit methodology = 5 points The detailed audit software plan does not meet all the requirements of the internal audit methodology (either one or more requirements are not met) = 0 points	25

CRITERIA FOR FUNCTIONALITY	BREAKDOWN OF POINTS	WEIGHT
management corrective actions to address audit issues). 6. Scheduling of tasks, 7. Managing audit teams, 8. Allocation of resources. **It is compulsory that the proposed audit solution meets all the above-mentioned requirements**		
Information Sharing The proposed bidder must include a detailed audit software plan, indicating the functionalities for information sharing. The following must be covered by the proposed audit software: 1. Store audit documentation in a single, secured repository/ database; 2. Enforces identification and institutional security protocols/passwords when accessing the system; 3. Enforces segregation, i.e. functional access based on assigned profiles; and 4. Exports and imports documents to and from external sources/ systems. 5. Audit trails, supervisory reviews, and approvals. 6. Built-in automated escalation process which informs	The detailed audit software plan meets all the requirements of the information sharing = 5 points The detailed audit software plan does not meet all the requirements of the information sharing (either one or more requirements are not met) = 0 points	15

CRITERIA FOR FUNCTIONALITY	BREAKDOWN OF POINTS	WEIGHT
supervisors and managers of incomplete tasks, tasks nearing expiration date. 7. Ability to work off-site and link directly to the server. 8. Audit documentation system that allows for different types of file formats, e.g. Portable Document Format, Microsoft Office, etc. **It is compulsory that the proposed audit solution meets all the above-mentioned requirements**		
Integration with Existing Systems The proposal is to indicate the integration capacity of the proposed audit software with the AgriSETA's current ICT systems (e.g., Active Directory) without disruptions.	The proposal for the audit software solution does indicate how it will be integrated with AgriSETA existing systems = 5 The proposal for the audit software solution does not indicate how it will be integrated with AgriSETA existing systems = 0	5
Data Analytics The proposed software plan should detail the data analytics showing the following functionalities: 1. Integrated analytics. 2. Generate reports and dashboards. **It is compulsory that the proposed audit solution meets all the above-mentioned requirements**	The proposal details all the data analytics requirements = 5 The proposal does not detail all the data analytics requirements = 0	10
Infrastructure Requirements The software proposal must have a plan, detailing how it supports the following infrastructure requirements:	The proposal includes a plan where the bidder has indicated that the proposed audit software solution meets all 6 infrastructure requirements = 5	10

CRITERIA FOR FUNCTIONALITY	BREAKDOWN OF POINTS	WEIGHT
1. Support cloud hosting environment 2. Must run on operating systems - Windows Server 2022 or latest 3. Must store persistent data in one of these databases: SQL Server 2022, MySQL 8.3, PostgreSQL 16. 4. Must be capable of running the data tier on a different virtual machine from the presentation/logic tier. 5. Ability to back up data on a daily basis and provide weekly and monthly reports. 6. Retention of backup records for the duration of the contracts 12 months. **The bidder to clearly indicate/confirm in the software proposal plan that the software solution supports all the above-mentioned requirements**	The proposal does not include a plan where the bidder has indicated that the proposed audit software solution meets all 4 infrastructure requirements, and/or 1 or more of the 6 requirements are not met = 0	
Total for functionality		**100**
Minimum Threshold Score		**60**

NB* CVs and qualifications of each project team member should be well labelled, and role linked to the project team structure indicated. The documents for each project team member should be well packaged, starting with the CV, qualifications of each member, etc.

Phase 3 presentation for bidders who passed the evaluation phase (phase 2):

Bidders who met and passed the evaluation phase 2 will be invited for a system demonstration and presentation with the Bid Evaluation Committee.

Bidders who score 60 (average) points and above will be considered for phase 3 of the evaluation.

The 80/20 points system will be used when evaluating this Request for Proposal.

Phase 4 of evaluation will include the sum of the two criterions below:

CRITERIA	WEIGHT
Price	80
Specific goals	20
TOTAL	**100**

12. CONDITIONS OF TENDER

The requirement for content of the project proposal section below outlines the information that must be included in bid offers. **Failure to provide all or part of the information may result in your bid being excluded from the evaluation process.**

- AgriSETA may at its own discretion vary an instruction to include more work orto reduce the work.
- If any conflict of interest is discovered during the assignment, AgriSETA reserves the right to summarily cancel the agreement and demand that all theinformation, documents, and property of AgriSETA be returned forthwith.
- AgriSETA reserves the right to request new or additional information regarding each bidder and any individual or other person associated with its project proposal.
- Bidders shall not make available or disclose details pertaining to their project proposal with anyone not specifically involved, unless authorized to do so by AgriSETA.
- Bidders shall not issue any press release or other public announcement pertaining to the details of their project without the prior written approval of AgriSETA.
- Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. AgriSETA reserves the right not to consider further any bid where such a conflict of interest exists or where such potential conflict of interest may arise.
- The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which AgriSETA is prepared to enter a contract with the successful Bidder(s).

- The bidder submitting the General Conditions of Contract to AgriSETA togetherwith its bid, duly signed by an authorized representative of the bidder.

- Bidders must be registered in the National Treasury Central Supplier Database(CSD) and must submit CSD report with a tax compliant status with their proposal.

- Bidders are advised that submission of a project proposal gives rise to no contractual obligations on the part of AgriSETA.

- Disputes that may arise between AgriSETA and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation)or, when unsuccessful, in a South African court of law.

- All returnable bid documents must be completed in full and submitted togetherwith the bidder's proposal.

- The bidder must submit the **TOTAL BID PRICE** inclusive of vat and must be fixed for the duration of 3 years. The price proposal must cover all the AgriSETA requirements in line with the scope of work, annexure A and SBD 3.1.TheSBD3.1 for price proposal must be completed. The total price must be VAT inclusive, failure to meet this requirement will result in disqualification of the bidder. The Price submitted must be verified thoroughly by the bidder and will be used as a FINAL OFFER by the bidder.

- Once the Bid has been submitted to AgriSETA within the bidding period, the bidder will not be allowed to amend the Bid Price Offer.

- Completion of the Standard Bidding Documents below stated is mandatory, failure to do so will render your bid offer invalid.

- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. AgriSETA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. Agreements must be signed by both parties involved.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. Agreements must be signed by both parties involved.
- The bidder must submit their bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. Competitors sub-contracting to each other is prohibited and both bidders will be disqualified,except partners in a joint venture or consortium.
- Joint venture agreements pertaining to the bid in question must be attached and signed by both parties.

- Submit Company registration documents and Company Profile
- Bidders must complete section 4 of the AgriSETA SBD 6.1 attached to this biddocument.
- Bidders must complete and submit the following (as attached) with their bid proposal:
- Tax compliant CSD report/ tax pin.
- SBD 4
- SBD 6.1
- SBD 3.1
- Evidence to be submitted by EME's/QSE's: A certificate issued by a registered auditor, accounting officer or an accredited verification agency, or affidavit.
- The bidder must submit Companies & Intellectual Property Commission (CIPC) company registration documents listing all Directors or Shareholders and certify ID copy of Directors or Shareholders. Including company profile.
- Bidders that wish to claim points for preferential procurement must do so by completing the relevant AgriSETA SBD6.1 form and provide necessary proof for points claimed when submitting their quotation/proposal/bid.
- If a bidder did not complete the SBD 6.1 form, or they indicated that they do not wish to claim the preferential procurement the bidder is not disqualified. Such bidder will obtain points scored on price only and "0" for the preferential procurement.
- In case of a Joint Venture, a tenderer may not be awarded points for specific goals if both companies do not qualify for points for each specific goals. The highest points claimed between the two companies will be considered. Evidence as described in the SBD 6.1 for points claimed must be submitted foreach company in the Joint Venture.
- As part of due diligence, service providers may be required to present the proposed solution to the Bid Evaluation Committee.

13. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD

- AGRISETA reserves its right to disqualify any bidder who either itself or any ofwhose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interestin the bidder other than in the context of shares listed on a recognized stock exchange), directors or members of senior management, whether in respect of AGRISETA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidderin respect of the subject matter of this bid.
- seeks any assistance, other than assistance officially provided by AgriSETA, from any employee, advisor, or other representative of AgriSETA to obtain any unlawful advantage in

relation to Bid Invitation.

- makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of AgriSETA's officers, directors, employees, advisors, or other representatives.
- accepts anything of value or an inducement that would or may provide financial gain, advantage, or benefit in relation to procurement or services provided or to be provided to AgriSETA.
- pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift, or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is inany way related to procurement or the rendering of any services to AgriSETA.
- has in the past engaged in any matter referred to above; or
- has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

ANNEXURE A PRICING SCHEDULE

REQUEST FOR PROPOSALS:

APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO PROVIDE AN AUDIT SOFTWARE FOR THE INTERNAL AUDIT FUNCTION OF AGRISETA WITH POST IMPLEMENTATION SUPPORT AND MAINTENANCE FOR A PERIOD OF THREE YEARS (3 YEARS).

BID NO: AGRISETA/2026/08

BIDDERS NAME: _____

Pricing (Inclusive of VAT and Delivery Costs)

(Supplier(s) to complete in space below)

Item #	Description	Unit Measure	Unit Price	Quantity	Price
1	Audit software solution (once off)	Per number of users		1	
2	4 user licences per year	Per number of users		12	
3	Implementation and installation assistance (once off)	Per year		1	
4	User acceptance testing	Per number of users		4	
5	Training	Per number of users		4	
6	Annual renewable support and maintenance agreement including: • New software releases, • Bug and security fixes, • Dedicated call logging system, • Dedicated account manager, and • Same day telephonic / web support and next business day resolve	Per year		3	
	VAT (15%)				
	GRAND TOTAL				
	NB: all costs to be fixed for the duration of 3 years				

I confirm that I am duly authorized to sign this price proposal on behalf of ……

NAME: _____

_____ _____

SIGNATURE **DATE**

AgriSETA
AGRICULTURAL SECTOR EDUCATION TRAINING AUTHORITY

P O Box 23378, Gezina, 0031
AgriSETA House
529 Belvedere Street, Arcadia, 0083
Tel: (012) 301 5600
Fax: (012) 325 1677
Website: www.agriseta.co.za
Email: info@agriseta.co.za

FRAUD ALERT

Dear Bidders/ Prospective Suppliers

The correspondence serves to notify the Bidders and Prospective Suppliers to be vigilant of fraudsters attempting to solicit money indicating that they can ensure and secure that your respective Company and /or Organization will win the AgriSETA bid or tender for a certain fee. These fraudsters are also claiming to be working for the AgriSETA.

The AgriSETA taking into consideration its Internal processes and the Supply Chain Management framework will not contact any bidder soliciting money in exchange of a Contract or Purchase Order.

Bidders and Prospective are therefore requested not to entertain such calls or emails. Should your Company, Organization or Individuals receive a suspicious email, urgently contact Ms. Kubenokuthula Ndlovu: Chief Risk Officer on (012) 301 5687 email: Kubenokuthula@agriseta.co.za; Alternatively call the AgriSETA Anti-Corruption Hotline, Free Call: 0800 869 624 or agriseta@hotline.co.za

Mr. Fanny Phetla
Chief Executive Officer

● Prof P Soundy - Chairperson ● Mr F Phetla - Chief Executive Officer ● Ms M Burger - Member ● Dr T Doyer - Member ● Mr S Eppel - Member
● Dr KM Hurly - Member ● Mr SE Mabowa - Member ● Mr M Mahanjana - Member ● Ms N Mbete - Member ● Adv. E Mhlongo - Member ● Ms L Mhlongo - Member
● Ms S Mthembu - Member ● Ms S Ncube - Member ● Mr N Ndima - Member ● Mr K Tsimatsima - Member ● Ms S Maroleng - Company Secretary

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	AGRISETA/2026/08	CLOSING DATE:	02 DECEMBER 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO PROVIDE AN AUDIT SOFTWARE FOR THE INTERNAL AUDIT FUNCTION OF AGRISETA WITH POST IMPLEMENTATION SUPPORT AND MAINTENANCE FOR A PERIOD OF THREE YEARS (3 YEARS).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
AGRISETA HOUSE, 529 BELVEDERE STREET, ARCADIA 0083

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**DINEO DHLONGOLO**	CONTACT PERSON	**DINEO DHLONGOLO**
TELEPHONE NUMBER	**012 301 5616**	TELEPHONE NUMBER	**012 301 5678**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	QUOTATIONS@AGRISETA.CO.ZA	E-MAIL ADDRESS	QUOTATIONS@AGRISETA.CO.ZA

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder……	Bid number…… AGRISETA/2026/08……
Closing Time: 11:00	Closing date: 02 DECEMBER 2026……

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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

- Required by: ……..
- At: ……..

  ……

- Brand and model ……..
- Country of origin ……..
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ……..

- Period required for delivery …….
*Delivery: Firm/not firm

- Delivery basis ……

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

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

*Delete if not applicable

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

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

YES/NO

2.2.1 If so, furnish particulars:

……
……

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

2.3.1 If so, furnish particulars:

…….
…….

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during

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

the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……..… ……
Signature Date

…… ……
Position Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note: 80/20 preference point system is applicable)

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of SMMEs (Entities that are EME or QSE)	4	
Black ownership	8	
80% ownership by black women	4	
51% ownership by people with disabilities	2	
51% ownership by youth	2	

Black ownership: 100% Black owned entities will score the full 8 points and between 51% - 99% black owned entities will score 4 points.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or

terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.