competition commission south africa

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OF THE COMPETITION COMMISSION OF SOUTH AFRICA (CCSA)				
BID NUMBER:	**BID0000015-26/27**	CLOSING DATE: **10 December 2026**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**APPOINTMENT OF A SAGE CERTIFIED BUSINESS PARTNER FOR THE CCSA EXISTING SAGE ENVIROMENTFOR MAINTENANCE, SUPPORT, DATA-INTEGRITY AND INTEGRATION SERVICES FOR A PERIOD OF 36 MONTHS**			

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

Competition Commission of South Africa (CCSA)

77 Meintjies Street, DTI Campus, Block C, Sunnyside, Pretoria, 0002

Competition Commission of South Africa (CCSA)

A compulsory briefing session will be held on 27 November from 11:00 AM to 12:00 PM. Bidders must use the link below to attend. Failure to attend will result in automatic disqualification during the bid evaluation.

https://teams.microsoft.com/meet/3591992607606408?p=hCUgvwxxCdMQGDu95l

Meeting ID: 359 199 260 760 640 8

Passcode: y2i2DJ9t

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**SUPPLY CHAIN MANAGMENT**	CONTACT PERSON	**SUPPLY CHAIN MANAGMENT**
TELEPHONE NUMBER	012 – 394 3200	TELEPHONE NUMBER	012 – 394 3200
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	tenders@compcom.co.za	E-MAIL ADDRESS	tenders@compcom.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: ……

1. LEGISLATIVE FRAMEWORK OF THE BID

1.1 All bidders are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

1.2 This bid is premised on all Acts and Regulations relevant to public Supply Chain Management in South Africa. These include, inter alia, Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003), Promotion to Access of Information Act,2 of 2000, Protection of Personal Information Act, 4 of 2013, Treasury Regulations and Value Added Tax Act, 1991 (Act No. 89 of 1991).

2. GENERAL CONDITIONS OF CONTRACT

2.1 The General Conditions of Contract will be applicable to this bid and must be accepted, duly signed or initialed by the authorized representative of the bidder.

2.2 All SBD documents must be *fully* completed, signed, and submitted along with the bid.

3. SPECIAL CONDITIONS OF THE BID

3.1 The bidder must register on the National Treasury's Central Supplier Database in order to do business with an organ of state or for the CCSA to award a bid or contract. Registration on the CSD (www.csd.gov.za) provides a bidder with an opportunity to do business with all organs of state including provincial and municipal levels.

3.2 National Treasury **Contact Details: 012 406 9222** or email csd@treasury.gov.za "Bidders must submit the following requirements:

3.2.1. CCSA will not award the contract to any bidder who does not comply with the following requirements:

3.3 A fully completed and signed Tender Document.

3.4 *False declaration or misrepresentation* on SBD's documents and any other fields will render the document non-compliant.

3.5 CCSA reserves the right:

3.5.1 Not to award

3.5.2 Cancel this tender at any time

3.5.3 Shall not be bound to accept the lowest Bid.

3.5.4 To award contract or any part thereof to one or more bidders.

3.5.5 To accept part of a tender rather than the whole tender.

3.5.6 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

3.5.7 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

3.5.8 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

3.5.9 To award a tender based on which bidder is offering the best value for money, even if such Tender is not the lowest priced tender.

3.5.10 Award to multiple bidders to spread the risk.

3.5.11 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa.

3.5.12 The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to labour legislation and bargaining council agreements, health and safety regulations and environmental laws.

3.5.13 CCSA will reject a Bidder's Tender without any further consideration where that Bidder makes culpable misrepresentation to CCSA in its Tender or at any stage during this BID process.

3.5.14 The Accounting Authority and or Executive and employees of CCSA shall not do any business with CCSA

3.5.15 CCSA will, for the purpose of this bid, shortlist Bidders and request presentations or demonstrations from such short-listed Bidders. All costs relating to the preparation of such presentations/ demonstrations will be borne by the Bidders.

3.5.16 No faxed or e-mailed bids will be accepted.

4. COMMUNICATION WITH BIDDERS

4.1 During evaluation of the bids, explanatory/clarity information may be requested in writing from bidders. Replies to such request must be submitted, within forty-eight (48) hours or as otherwise indicated.

4.2 Failure to comply, may lead to your bid being disregarded.

5. CONFIDENTIALITY

5.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with CCSA's examination and evaluation of a Tender. *The process being fully compliant with the CCSA POPIA of 2014.*

5.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by CCSA remain proprietary to CCSA and must be promptly returned to CCSA upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

5.3 Throughout this bid process and thereafter, bidder(s) must secure CCSA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

5.4 No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

6. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT

6.1 Copyright of all documentation relating to this contract inter-alia, the specifications, SLA, contract, belongs to the CCSA. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.

6.2 The intellectual property pertaining to any enhancements to the proposed solution will belong to CCSA.

6.3 Service provider shall not use or sell CCSA's developed intellectual property without the prior consent of the CCSA.

6.4 If the service provider would like to use information or data generated by the service, the prior written permission must be obtained from CCSA.

6.5 The Service provider acknowledges and agrees that:

6.5.1 Each provision of clause above is separate, severally and separately enforceable from any other provisions of this agreement and

6.5.2 The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this agreement.

6.6 This clause shall survive termination of the contract.

7. SUBMISSION OF PROPOSALS

7.1 All bidders must submit 3 copies of *signed and completed documents* –

7.1.1 **1 x original and 2 copies identical to the original**

7.1.2 **with 3 sealed pricing envelopes including SBD 3.1 or 3.2 or 3.3**

7.1.3 **including a readable memory stick (1) copy of the bid**, should be handed in/delivered for attention to:

The Competition Commission
77 Meintjies Street
DTI Campus
Block C (Tender Box)
Sunnyside
Pretoria
0002

NB: Bidders are to indicate on the cover of each envelope whether it is the original or a copy.

7.2 Bids should be submitted in a sealed envelope, marked with:

7.2.1 **Bid number: BID0000015-26/27**

7.2.2 **Bid Description APPOINTMENT OF A SAGE CERTIFIED BUSINESS PARTNER FOR THE CCSA EXISTING SAGE ENVIROMENTFOR MAINTENANCE, SUPPORT, DATA-INTEGRITY AND INTEGRATION SERVICES FOR A PERIOD OF 36 MONTHS**

7.2.3 **Closing date and time: 10 DECEMBER 2026 @ 11:00 AM**

7.2.4 **The name and address of the bidder**

7.3 Bid documents will only be considered if received by the CCSA before the closing date and time, regardless of the method used to send or deliver such documents to the CCSA.

7.4 Bids can be delivered between **08h30 and 17h00, Mondays to Fridays**, prior to the closing date and between **08h30 and 11h00** on the closing date.

7.5 All bids must be submitted on the official forms issued with bid.

8. LATE BIDS

8.1 A bid will not be considered if **it arrives a second after 11h00 AM or any time thereafter**. Bids arriving late will not be considered under any circumstances.

8.2 Bids received late will be left unopened in our premises and bidders will arrange to collect them. Bids submitted late will be recorded as such without being opened.
Bidders are required to complete and sign *the bid closing register* at security reception on or before the closing date and time. **Block C (Tender Box) – security reception.**

8.3 **Bidders who use courier services for delivery must ensure that the courier service abides by the same instructions detailed above.**

8.4 **Bidders are therefore strongly advised to ensure that bids be dispatched, allowing enough time for any unforeseen events that may delay the delivery of the bid.**

9. CLARIFICATIONS & COMMUNICATION

9.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (e-mail) from tenders@compcom.co.za before or by **17:00 PM– no questions will be accepted 3 days before the closing date**

9.2 The **bid number** should be mentioned in all correspondence. All communication between the Bidder(s) and CCSA must be done in writing. **Telephonic requests for clarification will not be accepted**. If appropriate, the clarifying information will be made available to all bidders **by e-mail only, will be uploaded on the CCSA website.**

9.3 Any communication to an official or a person acting in an advisory capacity for CCSA, in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

9.4 Whilst all due care has been taken in connection with the preparation of this bid, CCSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. CCSA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.

9.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CCSA (other than minor clerical matters), the Bidder(s) must promptly notify CCSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford CCSA an opportunity to consider what corrective action is necessary (if any).

9.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CCSA will, if possible, be corrected and provided to all Bidders before the closing date of the bid.

10. RESPONSE FORMAT

Bidders must submit their response (bids) in accordance with the response format specified below:

BID SUBMISSION CHECKLIST- 3 x hard copies and 1 x soft copy (readable USB)	**Tick if submitted**
Part 1: • Completed & signed SBD forms • Initialed General Conditions of Contract (GCC) • **3 copies and 1 x soft copy (readable USB)**	
Part 2: • Technical Proposal in response to the terms of reference • document: **3 copies and 1 x soft copy (readable USB)**	
Part 3: • **Pricing submission SBD 3.3 (3 sealed envelopes)** • **3 copies and 1 x soft copy (readable USB)**	

11. DUE DILIGENCE

11.1. CCSA reserves the right to conduct due diligence on the information submitted by the bidders prior to final award or at any time during the contract period. Misrepresentation is a criminal offence.

12. FORMAL CONTRACT

12.1. This Competitive Bid and all the appended documentation and the proposal in response thereto this bid together with the forms the basis for a formal contract and or Service Level Agreement and approved Purchase Order to be negotiated and finalised between CCSA and the successful bidder/s in whole or in part.

End of document