



REQUEST FOR QUOTE – Sage 300 Support

ER-RFQ/2022-2023/003Sage 300 People Payroll Support

Date Issued: 13 June 2022

Closing date: 1 July 2022

RFQ Validity Period: 90 Days

Table of Contents

1	INTRODUCTION	4
2	PURPOSE	4
3	LEGISLATIVE FRAMEWORKS OF THE RFQ.....	4
3.1	Tax Legislation.....	4
3.2	Procurement Legislation	4
4	TIMELINES OF THE RFQ PROCESS	4
5	CONTACT AND COMMUNICATION.....	5
6	LATE SUBMISSIONS OF RESPONSES.....	5
7	COUNTER CONDITIONS.....	5
8	FRONTING.....	6
9	SUPPLIER DUE DILIGENCE	6
10	SUBMISSION OF PROPOSALS.....	6
11	DURATION OF THE CONTRACT	6
12	TERMS OF REFERENCE	7
12.1	Scope of Work	7
12.2	Deliverables.....	7
12.3	Skills, Knowledge.....	7
13	EVALUATION AND SELECTION CRITERIA.....	7
13.1	Stage 1: Pre-qualification Criteria.....	8
13.2	Stage 2 - Price and B-BBEE Evaluation (80 + 20) = 100 points	9
14	GENERAL CONDITIONS OF CONTRACT	10
15	SERVICE LEVEL AGREEMENT	11
16	SPECIAL CONDITIONS OF THIS RFQ.....	11
17	DECLARATION REQUIREMENTS	11
18	CONFLICT OF INTEREST, CORRUPTION AND FRAUD.....	11
19	MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT	12
20	PREPARATION COSTS.....	12
21	INDEMNITY.....	13

22	LIMITATION OF LIABILITY.....	13
23	TAX COMPLIANCE.....	13
24	TENDER DEFAULTERS AND RESTRICTED SUPPLIERS	13
25	GOVERNING LAW.....	13
26	RESPONSIBILITY FOR SUB-CONTRACTORS AND SERVICE PROVIDERS PERSONNEL.....	14
27	CONFIDENTIALITY.....	14
28	THE TRIBUNALS PROPRIETARY INFORMATION.....	14
29	AVAILABILITY OF FUNDS	14
30	PAYMENT PROCESS	15

1 INTRODUCTION

The Competition Tribunal (hereinafter referred to as the Tribunal) is a public entity reporting to the Department of Trade Industry and Competition, and is constituted in terms of the Competition Act, 1998 (Act No. 89 of 1998). Its role is to promote and maintain competition in the economy.

2 PURPOSE

The Tribunal is requesting quotes from suitably qualified and accredited Sage service providers (Business Partners) for a 36-month (3 Years) contract for Sage 300 People Payroll Support and Licensing.

This RFQ does not constitute an offer to do business with the Tribunal but merely serves as an invitation to service providers to facilitate a requirements-based decision process.

3 LEGISLATIVE FRAMEWORKS OF THE RFQ

3.1 Tax Legislation

- a) It is a condition of this RFQ that the tax matters of the successful service provider be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the service providers tax obligations.
- b) The Tax Compliance status requirements are also applicable to foreign service providers / individuals who wish to submit a proposal in response to the RFQ.
- c) It is a requirement that service providers grant a written confirmation when submitting a response to this RFQ that SARS may on an ongoing basis during the tenure of the contract disclose the service providers tax compliance status and by submitting a response such confirmation is deemed to have been granted.
- d) Service Providers are required to be registered on the Central Supplier Database and the Competition Tribunal shall verify the service providers tax compliance status through the Central Supplier Database.
- e) Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

3.2 Procurement Legislation

The Tribunal has a detailed evaluation methodology premised on 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) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

4 TIMELINES OF THE RFQ PROCESS

The period of validity of the RFQ and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this RFQ are set out below:

Activity	Due Date
RFQ closing date	11am Friday 1 July 2022

All dates and times in this RFQ are South African standard time.

Any time or date in this RFQ is subject to change at the Tribunal's discretion. The establishment of a time or date in this RFQ does not create an obligation on the part of the Tribunal to take any action or create any right in any way for any potential service provider to demand that any action be taken on the date established.

The service provider accepts that, if the Tribunal extends the deadline for the submission of responses to the RFQ (the Closing Date) for any reason, the requirements of this RFQ otherwise apply equally to the extended deadline.

5 CONTACT AND COMMUNICATION

- a) A nominated official of the service provider can make enquiries **in writing** (via email), to the following specified person's, Ms Paddy Froude (Procurement) PaddyF@comptrib.co.za.
- b) The delegated official of the Tribunal may communicate with service providers where clarity is sought regarding the RFQ.
- c) Any communication to an official of the Tribunal between the closing date and the award of the contract by the service provider is discouraged.
- d) All communication between the service provider and the Tribunal must be done in writing.
- e) Whilst all due care has been taken in connection with the preparation of this RFQ, the Tribunal makes no representations or warranties that the content of the RFQ or any information communicated to or provided to service providers during the process is, or will be, accurate, current, or complete.
- f) The Tribunal, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current, or complete.
- g) If a service provider finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this RFQ or any other information provided by the Tribunal (other than minor clerical matters), the service provider must promptly notify the Tribunal in writing of such discrepancy, ambiguity, error, or inconsistency to afford the Tribunal an opportunity to consider what corrective action is necessary (if any).
- h) Any actual discrepancy, ambiguity, error, or inconsistency in the RFQ or any other information provided by the Tribunal will, if possible, be corrected and provided to all service providers without attribution to the service provider who provided the written notice.
- i) All persons (including service providers) obtaining or receiving the RFQ and any other information in connection with the RFQ or the RFQ process must keep the contents of the RFQ and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFQ.

6 LATE SUBMISSIONS OF RESPONSES

RFQs received after the closing date and time, at the address indicated in the RFQ documents, will not be accepted for consideration.

7 COUNTER CONDITIONS

Attention is drawn to the fact that amendments to any of the RFQ conditions or setting of counter conditions by or qualifying any RFQ conditions will result in the invalidation of such RFQs.

8 FRONTING

- a) The Tribunal supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Tribunal condemns any form of fronting.
- b) The Tribunal, in ensuring that service providers conduct themselves in an honest manner will, as part of the RFQ evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in documents submitted in response to the RFQ.
- c) Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade Industry and Competition, be established during such enquiry / investigation, the onus will be on the service provider/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the contract and may also result in the restriction of the service provider/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Tribunal may have against the service provider/contractor concerned.

9 SUPPLIER DUE DILIGENCE

The Tribunal reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

10 SUBMISSION OF PROPOSALS

RFQ documents may be emailed to Paddy Froude – PaddyF@comptrib.co.za

All responses to this RFQ must be submitted on the official forms provided – (not to be re-typed) or in the manner prescribed in the RFQ document.

This RFQ is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract

Service providers are required to submit 1 (one) submission all pages to be numbered and must include a table of contents and contact details by the closing date.

Service providers are requested to initial each page of the RFQ document on the top right-hand corner.

No RFQs 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.

11 DURATION OF THE CONTRACT

The successful service provider will be appointed for a period of 36 (thirty-six months). Subject to a favourable annual performance review.

12 TERMS OF REFERENCE

12.1 Scope of Work

The Tribunal is looking to enter a three (3) year contract with a service provider for Sage 300 People and ESS Support and Annual Licenses.

The prospective service provider should have knowledge and experience on the Sage People 300 system.

The service provider should be able to offer support on the following:

- a) All HR Modules (Leave, Job Grading, Job Profiling, Training and Development, Performance Management, Employment Equity, and any other HR module that is on the Sage system
- b) Maintenance of ESS (processing of claims)
- c) Submission of Mid/Year and Year End tax submissions (EMP501) and other payroll/finance module that is on the system
- d) Drawing up of different reports from all People 300 modules on the system
- e) Assist with systems upgrade and other People 300 systems challenges
- f) Provide the annual license for Sage 300 People & ESS
- g) Sage 300 People and ESS technical support
- h) Training of users

12.2 Deliverables

To provide consultation services and consultants to be available to assist over the phone and/or on-site. Facilitation of License renewals. Training of users.

12.3 Skills, Knowledge

- a) Must be affiliated with Sage, please provide proof
- b) Over three (3) years Sage system experience, provide proof
- c) Two (2) contactable references (Letters from clients of previous similar work done in the past 2 years not a list of names and numbers). Provide proof.

13 EVALUATION AND SELECTION CRITERIA

The Tribunal has set minimum standards (Stages) that a service provider needs to meet to be evaluated and selected as a successful service provider. The minimum standards consist of the following:

Pre-qualification Criteria Stage 1	Price and B-BBEE Evaluation Stage 2
Service Providers must submit all documents as outlined in (Table 1) below. Only submissions that comply with ALL these criteria will proceed to Stage 2,	Service providers will be evaluated on price and B-BBEE with 80 being the maximum possible score for price and 20 for B-BBEE.

13.1 Stage 1: Pre-qualification Criteria

Without limiting the generality of the Tribunal other critical requirements for this RFQ, service providers must submit the documents listed in **Table 1** below.

The proposal may be disqualified for non-submission of any of the documents reflected in the table below:

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification?	
Cover Letter	NO	Clearing stating the name and contact details of the service provider and the service providers representative
Indexed Table of Contents	NO	For ease of reference please provide an index
SBD 1	YES	Invitation to bid - Complete and sign the supplied the document
Tax Clearance	YES	Provide one of these listed below: <ul style="list-style-type: none"> • Unique personal identification number (PIN) issued by SARS. Application for tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za. • A printed Tax Clearance Certificate (TCS) • CSD Registration number • In RFQs where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS Certificate / Pin / CSD number.
SBD 4	YES	Declaration of Interest - Complete and sign the supplied document
SBD 6.1	YES	Preference Point Claim Form – Complete and submit the supplied document,
B-BBEE Certificate	YES	Failure to submit proof of B-BBEE Status level together with the RFQ, will be interpreted to mean that preference points for B-BBEE status level of service provider are not claimed
SBD 8	YES	Declaration of service providers past Supply Chain Management Practices – Complete & sign the supplied document
SBD 9	YES	Certificate of Independent RFQ Determination – Complete & sign the supplied document
Registration on Central Supplier Database (CSD)	YES	The service provider must be registered on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration – Vendor Number or recent CSD report.
General Conditions of Contract	YES	All pages to be signed as proof of review
References	YES	Letters from clients of previous similar work done in the past 2 years not a list of names and numbers

Sage Partnership Level	YES	Proof of partnership must be provided
Annexure A	YES	Declaration, complete and sign the supplied document
Annexure B	YES	Pricing Schedule, please use the pricing schedule supplied by the Tribunal

13.2 Stage 2 - Price and B-BBEE Evaluation (80 + 20) = 100 points

Price and B-BBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive RFQs will be adjudicated on the 80/20 -preference point system in terms of which points are awarded on the basis of:

- The RFQ price (maximum 80 points)
- B-BBEE status level of contributor (20 points)

Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

The following formula will be used to calculate the points for price:

Where

- P_s = Points scored for comparative price of RFQ under consideration
 P_t = Comparative price of RFQ under consideration
 P_{\min} = Comparative price of lowest acceptable RFQ

B-BBEE Points allocation

A maximum of 20 points may be allocated for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate
-

a) Joint Ventures, Consortiums and Trusts

A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate RFQ.

Service provider must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The Tribunal will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

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.

b) Sub-contracting

Service providers who want to claim preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

14 GENERAL CONDITIONS OF CONTRACT

Any award made under this RFQ is conditional, amongst others, upon –

- a) The service provider accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which The Tribunal is prepared to enter a contract with the successful service provider.

- b) The service provider submitting the General Conditions of Contract to the Tribunal together with its response to the RFQ, duly signed by an authorised representative.

15 SERVICE LEVEL AGREEMENT

- a) Upon award the Tribunal and the successful service provider will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the Tribunal.
- b) The Tribunal reserves the right to vary Service Level Indicators during the course of negotiations with a service provider.

16 SPECIAL CONDITIONS OF THIS RFQ

The Tribunal reserves the right:

- a) To award the contract to a service provider that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b) To accept part of a tender rather than the whole tender.
- c) To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the service provider, whether before or after adjudication of the response to the RFQ.
- d) To correct any mistakes that may have been in the RFQ documents or occurred at any stage of the process.
- e) To cancel and/or terminate the RFQ process at any stage, including after the closing date and/or after presentations have been made, and/or after RFQs have been evaluated and/or after the preferred service provider has been notified of their status as such.

17 DECLARATION REQUIREMENTS

In the service providers response, service providers are required to declare that they:

- a) Act honestly, fairly, and with due skill, care, and diligence, in the interests of the Tribunal.
- b) Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.
- c) Act with circumspection and treat the Tribunal fairly in a situation of conflicting interests.
- d) Will comply with all applicable statutory or common law requirements applicable to the conduct of business.
- e) Will make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Tribunal.
- f) Will avoid fraudulent and misleading advertising, canvassing, and marketing.
- g) Will conduct their business activities with transparency and consistently uphold the interests and needs of the Tribunal as a client before any other consideration; and
- h) Will ensure that any information acquired from the Tribunal will not be used or disclosed unless the written consent has been obtained to do so.

18 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The Tribunal reserves its right to disqualify any service provider who either itself or any of whose members (save for such members who hold a minority interest in the company through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in

respect of the Tribunal or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a) engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other service providers in respect of the subject matter of this RFQ.
- b) seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor, or other representative of a Government Entity to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- c) makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Tribunal's officers, directors, employees, advisors, or other representatives.
- d) makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors, or other representatives to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- e) 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 a Government Entity.
- f) 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 in any way related to procurement or the rendering of any services to a Government Entity.
- g) has in the past engaged in any matter referred to above; or
- h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether a prison term was imposed and despite such service provider, member or director's name not specifically appearing on the List of Tender Defaulters kept by National Treasury.

19 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The service provider should note that the terms of this RFQ will be incorporated in the proposed contract by reference and that the Tribunal relies upon the service providers response as a material representation in making an award to a successful service provider and in concluding an agreement with the service provider.

It follows therefore that misrepresentations in a response may give rise to service termination and a claim by the Tribunal against the service provider notwithstanding the conclusion of the Service Level Agreement between the Tribunal and the service provider for the provision of the service in question.

In the event of a conflict between the service providers proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

20 PREPARATION COSTS

The service provider will bear all its costs in preparing, submitting, and presenting any response to this RFQ and all other costs incurred by it throughout the RFQ process.

Furthermore, no statement in this RFQ will be construed as placing the Tribunal, its employees, or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the service provider in the preparation of their response to this RFQ.

21 INDEMNITY

If a service provider breaches the conditions of this RFQ and, as a result of that breach, the Tribunal incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the RFQ process and/or enforcement of intellectual property rights or confidentiality obligations), then the service provider indemnifies and holds the Tribunal harmless from any and all such costs which the Tribunal may incur and for any damages or losses the Tribunal may suffer.

22 LIMITATION OF LIABILITY

A service provider participates in this RFQ process entirely at its own risk and cost. The Tribunal shall not be liable to compensate a service provider on any grounds whatsoever for any costs incurred or any damages suffered as a result of the service providers participation in this RFQ process.

23 TAX COMPLIANCE

No RFQ shall be awarded to a service provider who is not tax compliant.

The Tribunal reserves the right to withdraw an award made, or cancel a contract concluded with a successful service provider if it is established that such service provider was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the Tribunal, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

The Tribunal further reserves the right to cancel a contract with a successful service provider if such service provider does not remain tax compliant for the full term of the contract.

24 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No contract shall be awarded to a service provider whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

The Tribunal reserves the right to withdraw an award, or cancel a contract concluded with a service provider should it be established, at any time, that a service provider has been blacklisted with National Treasury by another government institution.

25 GOVERNING LAW

South African law governs this RFQ and the RFQ response process. The service provider agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this RFQ, the RFQ itself and all processes associated with the RFQ.

26 RESPONSIBILITY FOR SUB-CONTRACTORS AND SERVICE PROVIDERS PERSONNEL

A service provider is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this RFQ.

If the Tribunal allows a service provider to make use of sub-contractors, such sub-contractors will always remain the responsibility of the service provider and the Tribunal will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

27 CONFIDENTIALITY

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 RFQ, or a service providers response will be disclosed by any service provider or other person not officially involved with the Tribunal's examination and evaluation of a tender.

No part of the RFQ 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 RFQ and any other documents supplied by the Tribunal remain proprietary to the Tribunal and must be promptly returned to the Tribunal upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

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

28 THE TRIBUNALS PROPRIETARY INFORMATION

Service providers as part of the declaration in **Annexure A** are required to declare that they did not have access to any of the Tribunal's proprietary information or any other matter that may have unfairly placed that service provider in a preferential position in relation to any of the other service provider

29 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this RFQ the Tribunal may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful service provider who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful service provider shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

30 PAYMENT PROCESS

The successful service provider appointed will receive payment based on the pricing and time frames agreed to by the service provider and the Tribunal.

Invoices must be VAT inclusive and will be paid via EFT once verified by the Tribunal's Procurement Division.

The Tribunal pays its service providers twice monthly and has a 30-day payment policy. To expedite payments, the Tribunal asks that invoices are submitted timeously in PDF format to CorporateServices2@comptrib.co.za.

The successful service provider appointed will be required to complete a Contractors Questionnaire, Confidentiality and Non-Disclosure Declaration and an Anti-Fraud Charter before the contract is signed and formally approved. The completion and submission of the contractor's questionnaire is an annual requirement.