

**RTIA**

Road Traffic Infringement Agency

Justice in Adjudication

BID NUMBER:	RFP10/2022/23
DESCRIPTION:	TERMS OF REFERENCES FOR THE APPOINTMENT OF SERVICE PROVIDERS TO ASSIST THE RTIA INTERNAL AUDIT UNIT IN A CO-SOURCED CAPACITY FOR A PERIOD OF TWO (2) YEARS.
VALIDITY PERIOD:	120 Days from the closing date.
CLOSING DATE:	03 February 2023 @ 11:00am
PROPOSALS MUST BE HAND DELIVERED/ COURIERED TO:	Road Traffic Infringement Agency Head Office (at the reception) Waterfall Edge B, Howick Close Waterfall Office Park Bekker Road Midrand 1685
ATTENTION:	Supply Chain Management Office: Mr Kwena G Moloko
Enquiries	<u>bids@rtia.co.za</u> and <u>kwena.moloko@rtia.co.za</u>
Proposals must be deposited inside the RTIA bid box situated at building mentioned above on or before closing date and time.	
Compulsory Clarification Session: Road Traffic Infringement Agency Head Office (at the reception) Waterfall Edge B, Howick Close Waterfall Office Park Bekker Road Midrand 1685 Date: 19 January 2023 Time: 11: 00am	
COMPANY NAME:	

YOU ARE HEREBY INVITED TO THE BID FOR ROAD TRAFFIC INFRINGEMENT AGENCY

BID NO: RFP10/2022/2023

CLOSING TIME: 11:00

CLOSING DATE: 03 February 2023

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with the bid for services reflected on the attached forms
2. Attached please find:

2.1	Authority to sign Standard Bidding Document (SBD's) on behalf of an Entity. Pg. 3-4
2.2	Invitation to bid (SBD1).....Pg. 5-6
2.3	Pricing Schedule Services) (SBD .3.3).....Pg.7-8
2.4	Declaration of interest (SBD 4).....Pg. 9-12
2.5	Preference points claim form (SBD 6.1)..... Pg. 13-19
2.6	Terms of ReferencesPg.20-31
2.7	General Conditions of the contract.....Pg.32- 45
3. If you are a sole agent or sole supplier, you should indicate your market price after discount to your clients or if that is not possible your percentage net profit before tax in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Each Bid document must be submitted in a separate sealed envelope stipulating the following information: Name and address of the bidder, bid number and closing date of the bid.
5. Bid proposals must be deposited into the tender box situated Road Traffic Infringement Agency, Head Office (at the reception), Waterfall Edge B, Howick Close, Waterfall Office Park, Bekker Road, Midrand 1685, by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender or bid box on the closing date and time will not be considered.

Yours faithfully

SIGNED

MS KELEBOGILE THPE

SPECIALIST SCM

DATE:14-12-2022

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD's) ON BEHALF OF AN ENTITY

Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In Case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing director or other official of the company to sign the documents on behalf of the company.

In a case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In a case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign documents unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which a **proof of such authorization** shall be included in the Tender.

In a case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

Accept that failure to submit proof of Authorization to sign the tender shall result in a tender offer being regarded as non-responsive

EXAMPLE OF THE RESOLUTION OF AUTHORITY TO SIGN BIDDING DOCUMENTS

Signatories for Companies, Close Corporation, and Partnerships must establish their authority by ATTACHING TO THIS FORM, ON THEIR ORGANIZATION'S LETTER HEAD, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

MAGEZA ZINTO (Pty) Ltd

By resolution of the Board of Directors taken on 16 June 2021

Mrs K Kodue

**Has been duly authorized to sign all documents in connection
with:**

**TERMS OF REFERENCES FOR THE APPOINTMENT OF SERVICE
PROVIDERS TO ASSIST THE RTIA INTERNAL AUDIT UNIT IN A CO-
SOURCED CAPACITY FOR A PERIOD OF TWO (2) YEARS. Bid**

Number RFP10/2022/2023

On Behalf of MAGEZA ZINTO (Pty) Ltd

**Signed on behalf of the Company; (Signature of Managing
Director)**

NAME AND SURNAME	SIGNATURE

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROAD TRAFFIC INFRINGEMENT AGENCY					
BID NUMBER:	RFP10/2022/23	CLOSING DATE:	03 February 2023	CLOSING TIME:	11:00
DESCRIPTION	TERMS OF REFERENCES FOR THE APPOINTMENT OF SERVICE PROVIDERS TO ASSIST THE RTIA INTERNAL AUDIT UNIT IN A CO-SOURCED CAPACITY FOR A PERIOD OF TWO (2) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:					
Road Traffic Infringement Agency Head Office (at the reception) Waterfall Edge B, Howick Close Waterfall Office Park Bekker Road Midrand					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		
		<input type="checkbox"/> No			
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]		
SIGNATURE OF BIDDER	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY	Road Traffic Infringement	CONTACT PERSON	Mr Kwena Moloko		

	Agency		
CONTACT PERSON	Mr Kwena Moloko	TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER	NA	E-MAIL ADDRESS	Bids@rtia.co.za
E-MAIL ADDRESS	Kwena.moloko@rtia.co.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILEING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME 11:00

CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

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R.....

.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

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R.....

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.....

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R.....

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.....

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R.....

TOTAL: R.....

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

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....		

6. Period required for commencement with project after acceptance of bid
 7. Estimated man-days for completion of project
 8. Are the rates quoted firm for the full period of contract? *YES/NO
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

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

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

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.

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

TERMS OF REFERENCES FOR THE APPOINTMENT OF SERVICE PROVIDERS TO ASSIST THE RTIA INTERNAL AUDIT UNIT IN A CO-SOURCED CAPACITY FOR A PERIOD OF TWO (2) YEARS.

1. PURPOSE

The purpose of this bid is to appoint a suitable, reputable and well-established Internal Audit service providers to assist the RTIA Internal Audit unit in a co-sourced capacity for a period of two (2) years.

2. SCOPE OF WORK

- 1) The successful internal audit service provider will audit selected activities under the direction of the CAE which are in line with the definition of internal auditing as defined by the Institute of Internal Auditors (IIA).
- 2) Provide RTIA with skilled auditors and supervisors to conduct internal audit projects according to the approved internal audit plan that may include the following areas:
 - ❖ Internal Audit: Risk based and cyclical audits.
 - ❖ Enterprise Risk Management Reviews.
 - ❖ Information Technology (IT) audits and IT consulting services.
 - ❖ Forensic Audits.
- 3) Assist with reviewing of the action plans and follow up on action plans that will be compiled by management. This includes previous Internal Audit reports, External Audit reports and IT audit reports. This will be done with the intent of improving controls within the RTIA.
- 4) Transfer of skills to RTIA Audit and Risk staff.
- 5) Value added services and Technology: Bidders should state value added services they propose to bring to RTIA and the use of CAATs in performing internal audit work.
- 6) Assist RTIA in maintaining effective and efficient controls by evaluating the controls and developing recommendations for enhanced improvement.
- 7) The controls subject to evaluation should encompass, amongst other, the following:
 - ❖ The Information system environment;
 - ❖ The reliability and integrity of financial and operational information;
 - ❖ The efficiency and effectiveness of operations;
 - ❖ Safeguarding of assets; and
 - ❖ Compliance with laws, regulations and controls.
- 8) Assist RTIA in achieving objectives by evaluating and developing recommendations for the enhancement or improvement of the process through which:
 - ❖ Objectives and values are established and communicated;
 - ❖ The accomplishment of objectives is monitored;

- ❖ Accountability is ensured;
- ❖ Corporate values are preserved;
- ❖ All internal audits are to be conducted according to the approved internal Audit plan;
- ❖ In planning and conducting the work, service provider shall seek to identify serious defects in the internal controls, which might result in possible malpractices and report such defects reported immediately. This also applies to instances where serious
- ❖ fraud and irregularity is uncovered
- ❖ All internal audit work must confirm to the International Standards for the Professional Practice of Internal Auditing. The work will also be subjected to an external quality assurance review, if necessary;
- ❖ On completion of each assignment the service provider must distribute copies of the final report to the CAE and a copy of the audit file. The CAE will discuss the reports at the audit and risk committee meetings; and
- ❖ The staff should maintain their objectivity by remaining independent of the activities they audit.

The successful service provider must:

- ❖ Have no executive or managerial powers, functions or duties;
- ❖ Not be involved in the day to day operation of RTIA;
- ❖ Not be responsible for the detailed development or implementation of new systems and procedures;
- ❖ The internal audit methodology of the RTIA must be followed during the audit assignment;
- ❖ All serious defects in internal controls must be identified and reported to the CAE;
- ❖ There must be professionally qualified supervisors present throughout the duration of the contract;
- ❖ The RTIA will not be billed for any unproductive or duplicated time spent on assignments, for any reason;
- ❖ Sufficient time must be spent on assignments to ensure that quality is maintained at the highest standards;
- ❖ All staff assigned to the assignment must be properly qualified and trained with at least three (2) years' experience in Internal Audit;
- ❖ Completion of list of project team will be required to keep record of a breakdown of hours committed with relevant supporting documentation;
- ❖ Not doing any subcontracting work to RTIA for the Auditor-General during the period of appointment as the internal auditor of RTIA.
- ❖ The service provider will be responsible for its own hardware and technical software to adequately perform its functions;
- ❖ The service provider must clearly indicate its capacity to conduct simultaneous projects at the same time;
- ❖ The proposed audit team to conduct the Internal Audit work should be provided on the bid document; and
- ❖ Service Provider's independent quality assurance report must be submitted.

Technical proposal contents

The bidder's proposed key team must be suitably qualified and skilled to deliver on this contract. The proposed team must demonstrate a track record/experience in providing internal audit service in the Public Sector and should include the following:

- ❖ Capacity and experience (internal audit in Public Sector Service) of the service provider,
- ❖ Professional details (membership) and detailed CV of the assigned staff to this contract,
- ❖ Public Sector experience (exposure specific to internal audit) and specialised fields i.e. IT audit, performance information Audits, risk management, Forensic Audits etc.
- ❖ Contactable reference to enable the RTIA to do referencing,
- ❖ Quality assurance programme for the audit work, and
- ❖ Demonstrate internal audit multi-project management

Proposals must address the following:

- ❖ Capacity and experience (business and internal audit) of the service provider
- ❖ The Audit approach that is in accordance with the IIA standards.
- ❖ Professional details (membership) and CV's of the assigned staff (Refer to Annexure A).
- ❖ Public Sector experience (exposure specific to internal audit).
- ❖ Contactable reference to enable client to do referencing.
- ❖ Rotation plan for personnel on the assignments.
- ❖ Coordination with in-house internal audit function.
- ❖ Service provider's quality assessment results.
- ❖ Willingness of key personnel to be vetted where there is a need.
- ❖ Compliance to the Institute of Internal Auditors' Code of Ethics.
- ❖ Quality assurance experience.
- ❖ Audit methodology.
- ❖ ICT methodology.
- ❖ Independence from the external audit activities (given that most firms are also providing external audit services through AG).
- ❖ Skills transfer plan to in-house Audit and Risk staff.
- ❖ The service provider shall furnish such additional information that the RTIA may reasonably require.

3. REQUIREMENTS FOR SERVICE PROVIDER SPECIALISTS AND TEAM COMPOSITION

IT Audit Specialist Team Qualification

- ❖ For the IT Audit Projects, the allocated Audit Project Manager(s) must each be in the possession of a B. Com Internal Auditing or B.Sc. Information

Systems degree or equivalent and Certified Information Systems Audit (CISA) professional qualification, as a mandatory requirement. The Audit Project Managers must be identified by name(s) for each of the IT Audit Projects.

- ❖ IT auditors that are proposed to form part of the IT audit team are required to each be in the possession of a B. Com Internal Auditing or B.Sc. Information Systems degree or equivalent as a mandatory requirement. A CISA qualification for these proposed auditors will be advantageous.

Audit Specialist Team Composition and experience

- ❖ Due to the specialisation of the IT audit projects and the requirement that specialists must work independently, the minimum mandatory experience of each specialist assigned to the audit project must be at least 4 years' experience in the related areas of speciality.
- ❖ The audit team composition must provide expertise through a proven track record in the areas of: a) General and application controls (mandatory for all proposed audit specialists excluding for the Business Continuity and Network Operations specialists; b) Business Continuity; c) Network Operations; d) IT project reviews including project finances, IT project plans and related project records and deliverables; and e) Legislative and National Treasury requirements applicable to projects.
- ❖ The proposed audit project managers must have a minimum of five years' experience in managing IT Audits.

Internal Audit Specialist Team Qualification

- ❖ For the **Internal Audit Projects**, the allocated Audit Project Manager(s) must each be in the possession of a B. Com Internal Auditing or equivalent and Certified **Internal Auditor (CIA)** professional qualification, as an added advantage. The proposed audit project manager must have a minimum of five years' experience in managing **Internal Audits projects**.
- ❖ Senior and junior auditors that are proposed to form part of the internal audit team are required to each be in the possession of a Diploma in internal auditing, B. Com Internal degree or equivalent as a mandatory requirement. A CIA, PIA or IAT qualification for these proposed auditors will be advantageous.

Curricula Vitae

The bid response must include a curricula-vitae in respect of the persons to be used on the projects.

4. DELIVERABLES

The successful bidder to report directly to the CAE and shall conduct/prepare reports as directed.

In carrying out its support functions to the CAE, the appointed bidder shall produce the following:

- ❖ Prepare for approval by the CAE, a plan indicating detail of budgets and timeframes and the detail scope of the allocated internal audit projects and IT audits.
- ❖ Monthly progress reports against the approved internal audit plan.

- ❖ Submit audit reports after finalisation of projects signed by project director and submit to the CAE.
- ❖ Submit working papers of audit projects to the CAE after finalisation of the audit projects within a week.
- ❖ Prepare reports for the Audit and Risk Committee meetings as and when required by the CAE.
- ❖ The successful bidder is to ensure that the co-sourced internal audit support is conducted in accordance with standards as set by the Institute of Internal Auditors and the RTIA internal audit methodology.

5. DURATION

- ❖ The total duration of the project is for a period of two (2) years from the date of signing the service level agreement (SLA).
- ❖ An assessment will be performed annually on the work done by the service provider.
- ❖ The co-source hours will be determined by the Internal Audit Plan that is approved by the Audit and Risk Committee.
- ❖ RTIA has the right to amend the hours allocated for projects to be audited.

6. MANDATORY REQUIREMENTS

Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of the bid. This phase is not scored, and bidders who fail to comply with the mandatory criteria will be disqualified.

6.1 Bidders must be registered on the Central Supplier Database, and the Road, Traffic Infringement Agency, shall verify the bidder's tax compliance status through the Central Supplier Database. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database. Their tax compliance status will be verified through the Central Supplier Database. It is, therefore, a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant. Compliance should remain valid for the duration of the contract.

6.2 Bidders are required to attend compulsory briefing sessions

7. EVALUATION CRITERIA

The RTIA will evaluate all proposals in terms of the Preferential Procurement Regulation of 2017 and Preferential Procurement Policy Framework Act. No. 5 of 2000 (PPPFA). A three (3) phase evaluation criteria will be considered in evaluating the proposals, being

7.1 Phase 1: Pre - Qualification Criteria (Mandatory Requirements)

Bidders must submit all the mentioned below requirements. The following mandatory requirements must be met to qualify for this bid:

- A. Proof of membership with the following professional bodies (Please submit certified copies):
 - ❖ Institute of Internal Auditors South Africa (IIASA);
 - ❖ Institute of Risk Management South Africa (IRMSA);
 - ❖ Association of Certified Fraud Examiners (ACFE) South Africa;
 - ❖ Association for IT and information systems professionals; and \
 - ❖ Independent Regulatory Board for Auditors (IRBA).
- B. Company registration certificates (CK). In the event of the bidder being a consortium organization, relevant shareholding certificates must be submitted (where applicable).
- C. In the event of the bidder being in a joint venture, joint venture agreement must be submitted (*where applicable*).
- D. Is the bidder required to be registered on the Central Supplier Database? The Road Traffic Infringement Agency shall verify the bidder's tax compliance status through the Central Supplier Database. 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. It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant. Compliance should remain valid for the duration of the contract. Attach prove of registration.
- E. Bidders are required to attend a compulsory briefing session.
- F. Bidders must have a minimum B-BBEE contributor status of level 1 to 3.

7.2 Phase 2: Functional/technical Evaluation

Only bidders that have met the pre-qualification criteria will be evaluated for functional evaluation. In this phase the evaluation will be based on the bidders' responses in respect of the bid proposal (evaluated on the minimum functional specifications).

Phase 3 : Evaluation in terms of 80/20 Preference Points System

Prospective bidders who score a minimum of **75 points** or more will be considered for the next phase 3 (Price and B-BBEE status level contributor).

Criteria	Qualification and experience	Points
Relevant qualification and experience of Director/Partner, Senior manager/manager and supervisor who will be responsible for the management of audit projects.	Qualifications per Director/Partner, Senior manager/manager and supervisor: CIA/CA/CISA Other qualification Experience per Director/Partner, Senior manager/manager and supervisor in Internal Audit, forensic investigations and ICT Audit experience	25
Service Provider Experience Provide 3 reference letters from contactable existing/ recent clients (within the past 3 years) of projects successfully completed. The letter must include: company name, contact name, address, phone number, and duration of contract, value of the contract, a brief description of the services that you provided.	Public Sector experience in internal auditing and forensic investigations 10+ Public Sector experience in ICT Audits	25
Company profile and skills transfer plan The proposal should include company profile. Service Provider: Skills transfer plan to in-house internal audit staff must be detailed in the proposal with guidelines on how this will be achieved.	Company profile Skill transfer plan as per guideline	10
Audit approach and Methodology The proposal should include frameworks, tools and methodologies used. A list of Clients and the nature of projects conducted with contact details.	Internal Audit Forensic investigation IT Audit including IT audit approach relating to: • BCP &DRP • Information security management/cybersecurity	40

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criterion ranges from: 1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent

	Poor	Average	Good	Very Good	Excellent
<p><i>Relevant qualification and experience of Director/Partner, Senior manager/manager and supervisor who will be responsible for the management of audit projects.</i></p> <p>Qualifications per Director/Partner, Senior manager/manager and supervisor: CIA/CA/CISA /CFE points Other qualification Experience per Director/Partner, Senior manager/manager and supervisor in Internal Audit, forensic investigations and ICT Audit experience</p>	No certificate relevant to project =1	Certification only- CIA/CA/CISA/ CFE	<p>Certification only- CIA/CA/CISA/ CFE</p> <p>3 years Internal Audit, Experience Director/Partner, Senior manager/manager and supervisor</p>	<p>Certification only- CIA/CA/CISA/ CFE</p> <p>5 years Internal Audit and ICT audit Experience Director/Partner, Senior manager/manager and supervisor</p>	<p>Certification CIA/CA/CISA/CFE Other qualification</p> <p>7 Experience per Director/Partner, Senior manager/manager and supervisor in Internal Audit, forensic investigations and ICT Audit experience</p>
<p>Service Provider Experience Public Sector experience in internal auditing and forensic investigations in ICT Audits</p> <p><i>Provide 3 reference letters from contactable existing/recent clients (within the past 3 years) of projects successfully completed. The letter must include: company name, contact name, address, phone number, and duration</i></p>	0 to 5 years of similar knowledge and experience =1	6 to 8 years of similar knowledge and experience=2	9 to 10 years of similar knowledge and experience=3	11-14 years of similar knowledge and experience=4	15 + and over years of similar knowledge and experience=5.

of contract, value of the contract, a brief description of the services that you provided.					
Company profile and skills transfer plan The proposal should include company profile. Service Provider: Skills transfer plan to in-house internal audit staff must be detailed in the proposal with guidelines on how this will be achieved. Company profile (5 points) Skill transfer plan as per guideline (5 points)	No proposal and skills transfer plan =1	Skills Transfer plan or Company Profile =2	Skills Transfer plan and implementation guideline =3	Company profile and Skills Transfer Plan without guideline=4	Company Profile and skills transfer plan with guidelines =5
Audit approach and Methodology aligned to International Professional Practices Framework (IIA) The proposal should include frameworks, tools and methodologies used to conduct: Internal Audit Forensic investigation IT Audit, including IT audit approach relating to: • BCP &DRP • Information security management/cybersecurity	Methodology/framework for: Internal Audit =1	Methodology/framework/tools for: Internal Audit IT Audit/Forensic Investigation =2	Methodology/framework/tools for: Internal Audit Forensic investigation IT Audit, =3	Methodology/framework/tools for: Internal Audit IT Audit, including IT audit approach relating to: • BCP &DRP • Information security management/cybersecurity =4	Methodology/framework/tools for: Internal Audit Forensic investigation IT Audit, including IT audit approach relating to: • BCP &DRP • Information security management/cybersecurity =5

7.3 Calculating of points for B-BBEE status level of contribution

7.3.1 Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 7.3.2 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 7.3.3 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid will be considered for preference points. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender
- 7.3.4 Failure on the part of the bidder to comply with paragraphs 6.2 and 6.3 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 7.3.5 The RTIA may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- 7.3.6 The points scored will be rounded off to the nearest 2 decimals.
- 7.3.7 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 7.3.8 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 7.3.9 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.
- 7.3.10 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points

8. COMPULSORY INFORMATION SESSION

- 8.1.** A compulsory Briefing sessions will be held at RTIA as detailed in the Advert. The compulsory Briefing session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any Briefing Notes which may be issued by the RTIA to the Service Providers should be considered as part of this project.
- 8.2.** Firms may ask for clarification on this ToR or any of its Annexures up to close of business forty-eight (48) hours before the deadline for the submission of bids. Any request for clarification must be submitted by email to the Bid Office. Copies of questions and answers will be emailed to all firms that register at the briefing session.

9. SUB-CONTRACTING, PARTNERSHIP/CONSORTIUM/JOINT VENTURE AND COMPANY REQUIREMENTS

- 9.1** The successful bidder must obtain prior RTIA approval to sub-contract, and/or amend the sub-contracting arrangements.
- 9.2** A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorised person.
- 9.3** A proposal submitted by a partnership must be accompanied by a written partnership agreement.
- 9.4** A proposal submitted by a consortium or joint venture of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:
- 9.4.1** the conditions under which the consortium will function;
 - 9.4.2** its period of duration;
 - 9.4.3** the persons authorised to represent it;
 - 9.4.4** the participation of the several parties forming the consortium;
 - 9.4.5** the benefits that will accrue to each party; and
 - 9.4.6** any other information necessary to permit a full appraisal of its functioning.

10 SECURITY AND CONFIDENTIALITY OF INFORMATION

No material or information derived from the provision of the services under the Contract may be used for any purposes other than those of RTIA, except where authorised in writing to do so. All information will be held strictly confidential. The successful Service Provider may be required to sign a Confidentiality Agreement with RTIA.

11 TERMS AND CONDITIONS

11.1 The RTIA reserves the right to amend, modify or withdraw this Terms of Reference (ToR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any Service Provider.

11.2. Neither the RTIA, nor any of its respective, officers, or employees may make any representation or warranty, expressed or implied in this ToR document, and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future.

11.3 The costs of preparing proposals and of negotiating the Contract will not be reimbursed.

11.4. The RTIA also reserves the right to call interviews with short-listed Service Providers before final selection, and to negotiate price with the Preferred Service Providers.

11.5. Firms may not contact RTIA on any matter pertaining to their bid from the time when bids are submitted to the time the Contract is awarded. Any effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.

11.6. Bid submission requirements must be completed in sections and appendices provided in the bid document.

11.7. ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY. More information in this regard is available on www.ocpo.treasury.gov.za. Proof of registration must be submitted together with the technical proposal.

11.8. Bidders may provide any additional information deemed important for the RTIA to consider.

11.9. Prospective Bidders must at all times comply with the RTIA's Supply Chain rules and processes with regard to all projects and payments.

12. PAYMENT

12.1. **Invoice.** The Contractor's Project Manager shall at the end of each deliverable submit a consolidated invoice, certified as correct by the Contractor's Project Manager, showing the actual work performed, hours worked, and manpower inputs for the task and associated costs accompanied by all supporting documents.

12.2. Detailed Pricing. Service Providers must complete the required SBD Pricing documents and ensure that Prices are:

- 11.2.1 Firm and inclusive of all costs, including disbursements;
- 11.2.2 Inclusive of VAT, if applicable;
- 11.2.3. Correctly calculated and identical to the financial proposal;
- 11.2.4. Pricing should be detailed, with proper cost breakdown, in line with milestones.

12.3 Fees

Domestic hotel accommodation may not exceed R 1440, inclusive of VAT per night per person. (incl. dinner, breakfast and parking), air travel must be restricted to economy class, and travel claims per kilometre may not exceed the rates approved by the Automobile Association of South Africa.

12.4 Rates

According to the 23 October 2013 Cabinet Resolution as defined in the National Treasury Instruction 01 of 2013/14: Cost Containment Measures sub-paragraph 4.2; the Consultants (or Service Provider) will only be remunerated on the following rates regime:

- 11.4.1. The 'Guidelines for fees' issued by South African Institute of Chartered Accountants (SAICA);
- 11.4.2. The "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or
- 11.4.3. Based on the body regulating the profession of the Consultant.

12.5 Payment information

- 12.5.1 An invoice only becomes due and payable:
 - a. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment;
 - b. When the invoice is correct with regards to calculations, information contained, banking details and supporting documents.
- 12.5.2 It is important to ensure that invoices are correctly submitted and reference the project name, and Order Nr.

Non-compliance will delay the payment process

13. CONTACT DETAILS

Administrative Contact	Technical Contact
Bidding /Quotation Office	Project Manager
Name: Kelebogile Thipe	Name: Ms. Keobakile Poee
Supply Chain Management	Executive Internal Audit
Tel: 087 287 7995	Tel: 087 287 7978
E-mail: Kelebogile.thipe@rtia.co.za bids@rtia.co.za	and E-mail: Keobakile.poee@rtia.co.za

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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.

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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 security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.

Js General Conditions of Contract (revised July 2010)

