



RTIA

Road Traffic Infringement Agency

Justice in Adjudication

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|---|--|
| BID NUMBER: | RFP02/2023/24 |
| DESCRIPTION: | TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORMS FOR A PERIOD OF FIVE (5) YEARS. |
| VALIDITY PERIOD: | 120 Days from the closing date. |
| CLOSING DATE: | 30 June 2023 |
| CLOSING TIME: | 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: Ms D Matlhoko |
| Enquiries | <u>bids@rtia.co.za</u> and <u>daphney.matlhoko@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: Date: Tuesday, 13th June 2023 Time: 11:00am to 13:00pm Virtual Meeting: Join Zoom Meeting https://us06web.zoom.us/j/82947849401?pwd=U0RRTEphMUIVUjU1TGRXOXdkTlhqQT09 | |
| COMPANY NAME: | |

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

BID NO: RFP02/2023/24

CLOSING TIME: 11:00

CLOSING DATE: 30 JUNE 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. 5-7
 - 2.3 Declaration of interest (SBD 4)Pg.08-10
 - 2.4 Preference points claim form (SBD 6.1) Pg.11-15
 - 2.5 Terms of ReferencesPg.16-29
 - 2.6 General Conditions of the contract.....Pg.30-44
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

MR K MOLOKO

SENIOR SPECIALIST SCM

DATE:

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:**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER ADVERTISING AND MARKETING
SERVICES FOR ROAD TRAFFIC INFRINGEMENT AGENCY FOR PERIOD OF THIRTY-SIX (36)
MONTHS**

BID NUMBER RFP02/2023/24

On Behalf of MAGEZA ZINTO (Pty) Ltd

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

| NAME AND SURNAME | SIGNATURE |
|-------------------------|------------------|
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PART A INVITATION TO BID

| | | | | | | | |
|---|---|---------------|--|--|---|--|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | | | |
| BID NUMBER: | RTIA02/2023/24 | CLOSING DATE: | 30 JUNE 2023 | CLOSING TIME: | 11:00 am | | |
| DESCRIPTION | TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORMS FOR A PERIOD OF FIVE (5) YEARS. | | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | | | |
| ROAD TRAFFIC INFRINGEMENT AGENCY | | | | | | | |
| WATERFALL EDGE B HOWICK CLOSE WATERFALL OFFICE PARK BEKKER ROAD MIDRAND | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | | |
| CONTACT PERSON | Ms D Matlhoko | | | CONTACT PERSON | Ms B Rikhotso | | |
| TELEPHONE NUMBER | 087 285 500 | | | TELEPHONE NUMBER | 087 285 500 | | |
| FACSIMILE NUMBER | | | | FACSIMILE NUMBER | | | |
| E-MAIL ADDRESS | bids@rtia.co.za | | | E-MAIL ADDRESS | | | |
| SUPPLIER INFORMATION | | | | | | | |
| NAME OF BIDDER | | | | | | | |
| POSTAL ADDRESS | | | | | | | |
| STREET ADDRESS | | | | | | | |
| TELEPHONE NUMBER | CODE | | | NUMBER | | | |
| CELLPHONE NUMBER | | | | | | | |
| FACSIMILE NUMBER | CODE | | | NUMBER | | | |
| E-MAIL ADDRESS | | | | | | | |
| VAT REGISTRATION NUMBER | | | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA | | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| [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 THE QUESTIONNAIRE BELOW] | | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:.....

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

DATE:.....

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 |
|-----------|-----------------|---------------------------|
| | | |
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| | | |
| | | |

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.

SBD4

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 2022**

COMPETITIVE BID PROCESS (ABOVE R 1 MILLION UP TO R 50M)

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

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

1. GENERAL CONDITIONS

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

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

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|--------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor's letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Specific goal: **Locality –**
 - (a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - (b) a valid lease agreement from the lessor **or**
 - (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.
- 1.8 Local content – specific goal: the SBD 6.2 must be fully completed and signed

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) | Percentage ownership equity (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|
| I. Who had no franchise in national elections before the 1983 and 1993 Constitution | 10 | | |
| II. Who is female | 5 | | |
| III. Who has a disability | 2 | | |
| IV. Specific goal: Youth | 3 | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



RTIA

Road Traffic Infringement Agency

Justice in Adjudication

Waterfall Edge B, Howick Close, Waterfall Office Park, Bekker Road, Midrand | P O Box 6341, Halfway House, 1685
Tel: +27 87 285 0500 | Fax: 086 263 6504 | www.rtia.co.za

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORMS FOR A PERIOD OF A MAXIMUM FIVE (5) YEARS.

1. PURPOSE

The purpose of this submission is to request approval of the Registrar to source new service providers for the provision of traffic infringement payment platforms for a period of five (5) years.

2. BACKGROUND

AARTO is a vast and rather complex process that involves many stakeholders and role-players. In terms of the AARTO Act the overall role and responsibility of RTIA is to ensure a transparent, fair, effective, efficient and expeditious adjudication process in terms of the Act. Banks, financial institutions and other agents may be appointed by the Agency with the purpose to expand the number of AARTO pay points in order to increase the convenience and accessibility to such facilities by the public. The Agency has since appointed Collecting Agents to facilitate payments through their platforms, the current Agents are now on a month to month agreements. In order to mitigate the challenges of operating on a month to month agreement for a prolonged period, it will be proper that the Agency embark on a process of acquiring new service providers/contracts and terminate the current running agreements

3. SCOPE OF WORK

- 3.1 The scope of work entails providing in the main, delivering traffic infringement payment platforms. This also includes the specifications as follows: Maximum of five (5) service providers will be appointed for the payment platforms.

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORM FOR A PERIOD OF FIVE (5) YEARS.

| SCOPE OF WORK | SPECIFICATIONS | REQUIREMENTS |
|--|---|-----------------------------------|
| 1. Sourcing of the new service providers for the provision of traffic infringement payment platforms | <ul style="list-style-type: none"> The Agency intends to broaden its service delivery to participating IA's and motorists receiving infringement notices by providing an on-line payment platform to affected on www.aarto.gov.za / www.RTIA.co.za together with interface capabilities to National Traffic Information System (NaTIS) by way of a real-time Web Solution. Once the payment is concluded on the RTIA on-line platform it must be and reconciled, with the NaTIS that will affect a Paid status against the infringement notice, Courtesy Letter or Enforcement Order | Online real-time Payment Platform |

The process will in essence be as follows:

- (a) The user will launch a transaction on the online websites.
- (b) All information displayed and submitted will be received and processed on the NaTIS backend system.
- (c) Where applicable, the transaction will end with a page where the user can see the amount due and be given the different payment options. (Credit Card / EFT)

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORM FOR A PERIOD OF FIVE (5) YEARS.

- (d) Payment options need also to provide for the full payment of all fees associated with the particular infringement notice (16-digit number reference) or if approved by the Agency the instalment amount to be paid. All payments should be online realtime.
- (e) The user will indicate the preferred payment option.
- (f) The NaTIS backend will take the submitted information and request the Payment platform to complete the payment.
- (g) The Payment platform will authorise the payment and transfer the funds from the submitted account to a central suspense account of the Agency on a monthly basis.
- (h) Upon successful payment, the Payment platform will respond to NaTIS which will respond to the web site that the transaction was successful.
- (i) The NaTIS will manage all further processes required after the reconciliation and disbursement of fees collected
- (j) The service provider will then bill RTIA based on the successful payments/transfers in line with the AARTO regulation 16 July 2008 schedule 2.

4. PROJECT DELIVERABLES

The selected service providers are expected to provide a Traffic Infringement payment platform over the period of 60 months.

5. 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 bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

| ITEM | DESCRIPTION |
|------|--|
| 5.1 | Bidders are required to 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 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. |
| 5.2 | Bidder must have completed, signed and submitted all Standard Bidding Document (SBD) forms. |

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORM FOR A PERIOD OF FIVE (5) YEARS.

| ITEM | DESCRIPTION |
|------|--|
| 5.3 | Valid Certificate or letter of compliance issued in terms of Financial Intelligence Centre Act 38 OF 2001 (FICA) |
| 5.4 | Compliance to Banking regulations as stipulated in the Banks Act and accreditation from the Reserve Bank of South Africa. Attach a Valid Certificate or letter of compliance |
| 5.5 | Attach a valid Certificate or letter of compliance in terms of PCI Data Security Standard (DSS) |
| 5.6 | Attach a valid Certificate or letter of compliance in terms of Payment Application Data Security Standard (PA-DSS) |

6. EVALUATION CRITERIA

- 6.1.** Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 6.2.** The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- 6.3.** Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.
- 6.4.** The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.
- 6.5.** 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.**
- 6.6.**

| Score | Meaning | Explanation |
|-------|-----------------|--|
| 1 | Poor responsive | <ul style="list-style-type: none"> Does not comply / no evidence / no reference / no information / no inputs / irrelevant response. |

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORM FOR A PERIOD OF FIVE (5) YEARS.

| Score | Meaning | Explanation |
|-------|--------------------|---|
| 2 | Average response | <ul style="list-style-type: none"> Meets some, but less of the minimum requirements. Evidence not enough to substantiate the requirement |
| 3 | Good response | <ul style="list-style-type: none"> Meets some, but not all of the minimum requirements. Evidence not enough to substantiate the requirement |
| 4 | Very Good Response | <ul style="list-style-type: none"> Fully meets and complies with the specification requirements. Evidence substantiates the requirements. |
| 5 | Excellent Response | <ul style="list-style-type: none"> Fully meets and complies with the specification requirements. Evidence substantiates the requirement. Additional innovation, best practice standards, benchmark models and better service offerings provided. |

6.7. Functionality Criteria

| No | Item Description | Maximum Weight |
|----|--|----------------|
| A1 | <p>Experience or Similar work done & Work plan</p> <p>1. Bidders to demonstrate / illustrate experience of having successfully developed and/or implemented a similar solution. The bidder must provide cases, examples or scenarios where they have successfully implemented the solution or similar as defined above:-</p> <p>NB: For Bidder/s to qualify for the above points bidders are expected to attach reference letters and terms of reference that support each letter confirming execution of the above. The reference letters must clearly indicate the type of service(s) provided, contract duration, contract value and details of the relevant person signed by the delegated official.</p> | 20 |

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORM FOR A PERIOD OF FIVE (5) YEARS.

| No | Item Description | Maximum Weight 70 |
|----------------|--|-------------------|
| | <p>2. The bidder must provide the work plan which details the development as well as the implementation as outlined in point 1 of section A1 above. (The stated plan must give an indication of activities, timelines, deliverables and resources that were deployed in providing the abovementioned solution)</p> <ul style="list-style-type: none"> • 10 and above similar work done = 5 Points • 8 to 9 similar work done = 4 Points • 7 to 8 similar work done = 3 Points • 6 to 7 similar work done = 2 Points • 5 to 6 similar work done = 1 Points | 15 |
| A 2 | <p>Technology Platforms and Standards</p> <p>(a) RTIA recognises and accepts all technologies and standards however, the following are highly preferable and recommended within this context and scope.</p> <p>(b) In order for the bidder to qualify for the points they must provide an overview of all technology platforms and standards in relation to the key components of the solution With NCR and NATIS</p> <p>(c) Mandatory Technical: Complete Interface Requirements Specifications must be provided. This aspect is required for all APIs, as a result the bidder is expected to refer to each when responding.</p> <p>(d) Payment options need also to provide for the full payment of all fees associated with the particular infringement notice (16-digit number reference) or if approved</p> | 15 |

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORM FOR A PERIOD OF FIVE (5) YEARS.

| No | Item Description | Maximum Weight 70 |
|----|---|-------------------|
| | <p>by the Agency the instalment amount to be paid. All payments should be online realtime.</p> <ul style="list-style-type: none"> • Over and above information listed below, = 5 Points • Item a, b,c + 1 additional relevant item= 4 Points • Item a, b,c,= 3 Points • Item either a/b/c = 2 Points • Irreverent = 1 Points <p>A2.1The bidder must have an Application Programme Interface for:</p> <p>(a) Card Payment Acquisition (API)</p> <ul style="list-style-type: none"> • Representational State Transfer Web Service • Simple Object Access Protocol <p>For the bidder to qualify for points, a print out of API documentation must be attached</p> <p>(b) Factor Authentication of Payment</p> <ul style="list-style-type: none"> • Representational State Transfer Web Service • Simple Object Access Protocol <p>For the bidder to qualify for points, a print out of API documentation must be attached</p> <p>(c) Other types of payment</p> <p>Further acceptable payment types Vouchers/Debit/ (bonus)</p> <ul style="list-style-type: none"> • Representational State Transfer Web Service • Simple Object Access Protocol <p>For the bidder to qualify for points, a print out of API documentation must be attached</p> <ul style="list-style-type: none"> • Over and above information listed below, = 5 Points | 25 |

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORM FOR A PERIOD OF FIVE (5) YEARS.

| N o | Item Description | Maxi mum Weig ht 70 |
|--------|---|------------------------------|
| | <ul style="list-style-type: none"> • Item a, b,c + 1 additional relevant item= 4 Points • Item a, b,c,= 3 Points • Item either a/b/c = 2 Points • Irreverent = 1 Points | |
| | <p>A2.2 Daily reconciliation of all funds into the merchant account (API)</p> <ul style="list-style-type: none"> • Representational State Transfer Web Service= 5 points • Simple Object Access Protocol <p>For the bidder to qualify for points, a print out of API documentation must be attached</p> <ul style="list-style-type: none"> • Correct printout , interface to NaTIS , electronic bank statement= 5 Points • Correct print out with correct interface program = 4 Points • Correct print out = 3 Points <ul style="list-style-type: none"> • Irrelevant print out = 2 Points • No print out = 1 Points | 5 |
| | <p>A2.3 Electronic Bank statements available to the Agency</p> <ul style="list-style-type: none"> • Yes • No | 5 |
| | <p>A2.4 Ability to add beneficiaries for disbursement</p> <ul style="list-style-type: none"> • Yes • No | 5 |
| | <p>A2.5 Disbursement of amounts from suspense account to beneficiaries</p> | 5 |

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORM FOR A PERIOD OF FIVE (5) YEARS.

| No | Item Description | Maximum Weight 70 |
|----|--|-------------------|
| | <ul style="list-style-type: none"> Representational State Transfer Web Service Simple Object Access Protocol <p>A2.6 API for chargebacks for notifications of successful/ unsuccessful payments</p> <ul style="list-style-type: none"> Representational State Transfer Web Service Simple Object Access Protocol <ul style="list-style-type: none"> Over and above information listed above, = 5 Points Item 1-6 = 4 Points Item 1 to 5 = 3 Points Item either 1/2/3/4/5/6 = 2 Points Irreverent = 1 Points | 5 |

6.8. The Bids that fail to achieve a minimum of **70** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the Presentation

6.7 Second Stage – Presentation

(Bidders who made it to this step will be invited to make presentation and demonstrations before the panel on responses submitted)

A collective decision will be taken by the evaluation team based on the below information:

| B. Knowledge Of The Subject Matter | Maximum Score 70 |
|---|------------------|
| <p>B1.1 Bidder to illustrate the clear understanding of the Agency online payment solution in its entirety which must include an architectural overview of the proposed solution with regards to the:</p> <ul style="list-style-type: none"> <input type="checkbox"/> merchant account <input type="checkbox"/> suspense account | 20 |

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORM FOR A PERIOD OF FIVE (5) YEARS.

| | |
|--|----|
| <p><input type="checkbox"/> payment reconciliation</p> <p>B1.2 The bidder is expected to provide a schematic representation and detailed narrative of the end-to-end solution which includes the three components as stated above.</p> <p>The successful bidder will be expected to deliver/implement the solution within two months after date of award.</p> | |
| <p>B2.Security requirements for the proposed solution</p> <p>The bidder is expected to outline security standards, technologies and all other related security aspects for the proposed end to end solution</p> | 25 |
| <p>B3.Management information and Reporting</p> <p>The successful bidder must have the capability to consolidate all management information related to all online transaction into a single source document/report with automated reporting tools.</p> | 25 |

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORM FOR A PERIOD OF FIVE (5) YEARS.

| | |
|---|-----------|
| B4. Bidder to illustrate how they will support the Online solution | 30 |
| <p>The bidder is expected to outline in detail how will they render support services in relation to the following;</p> <ul style="list-style-type: none"><input type="checkbox"/> Technical (network, systems)<input type="checkbox"/> Operational (queries ,performance)<input type="checkbox"/> Fault reporting<input type="checkbox"/> Response Times/Business Continuity/Disaster Recovery<input type="checkbox"/> Marketing and promotion of the solution to the clientele/public<input type="checkbox"/> Technological Roadmap<input type="checkbox"/> Account manager | |

The Bids that fail to achieve a minimum of **70** points out of **100** points for Presentation will be disqualified. This means that such bids will not be appointable

Maximum of 5 qualifying suppliers (highest presentation points) will be appointed and allowed to claim 3% of the fees collected in line with the AARTO regulation 16 July 2008 schedule 2.

7. COMPULSORY INFORMATION SESSION

- 7.1.** A compulsory Briefing and Site Inspection sessions will be held at RTIA as detailed in the Advert. The compulsory Briefing and Site Inspection 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.
- 7.2.** 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.

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

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- 8.1.** The successful bidder must obtain prior RTIA approval to sub-contract, and/or amend the sub-contracting arrangements.
- 8.2.** 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.
- 8.3.** A proposal submitted by a partnership must be accompanied by a written partnership agreement.
- 8.4.** 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:
 - 8.4.1** the conditions under which the consortium will function;
 - 8.4.2** its period of duration;
 - 8.4.3** the persons authorised to represent it;
 - 8.4.4** the participation of the several parties forming the consortium;
 - 8.4.5** the benefits that will accrue to each party; and
 - 8.4.6** any other information necessary to permit a full appraisal of its functioning.

9. 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.

10. TERMS AND CONDITIONS

- 10.1.** 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.
- 10.2.** 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.
- 10.3.** The costs of preparing proposals and of negotiating the Contract will not be reimbursed.
- 10.4.** 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.
- 10.5.** 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.

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORM FOR A PERIOD OF FIVE (5) YEARS.

- 10.6.** Bid submission requirements must be completed in sections and appendices provided in the bid document.
- 10.7.** 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.
- 10.8.** Bidders may provide any additional information deemed important for the RTIA to consider.
- 10.9.** Prospective Bidders must at all times comply with the RTIA's Supply Chain rules and processes with regard to all projects and payments.
- 10.10** RTIA reserves the right to appoint more than the maximum number stipulated above.

11. PAYMENT

- 11.1. Invoice.** The Contractor's Project Manager shall at the end of each monthly 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.

- 11.2. 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.

11.3 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.

11.4 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.

11.5 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;

TERMS OF REFERENCE FOR SOURCING OF SERVICE PROVIDERS FOR PROVISION OF TRAFFIC INFRINGEMENT PAYMENT PLATFORM FOR A PERIOD OF FIVE (5) YEARS.

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.

12.5.3 Non-compliance will delay the payment process.

11. CONTACT DETAILS

| Administrative Contact | Technical Contact |
|----------------------------------|---------------------------------|
| Bidding /Quotation Office | Project Manager |
| Name: Ms D Matlhoko | Name: Ms B Rikhotso |
| Supply Chain Management | Directorate: Revenue Management |
| Tel: 087 285 0500 | |
| E-mail:Bids@rtia.co.za | E-mail: |

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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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

- (d) for each appropriate unit of the supplied goods; 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</p> |

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

**24. Anti-dumping
and countervailing
duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 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** 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)