

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL TREASURY)					
BID NUMBER:	RFQ280-2024	CLOSING DATE:	30 AUGUST 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAINING, TROUBLESHOOTING AND FIXING ISSUES THAT VULEKAMALI IS FACING FOR THREE MONTHS.				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO THE ADDRESS BELOW					
ELECTRONIC SUBMISSIONS - please submit your bid via email to the address provided. If the size of your email exceeds 10 MB, you may send a OneDrive link for download or deliver the bid on a USB flash drive. eric.tshigo@treasury.gov.za or scmleadresponse4@treasury.gov.za					
PHYSICAL SUBMISSION – alternatively please submit your bid documents to the address provided below.					
Supply Chain Management, 4th floor, National Treasury, 240 Madiba Street, Pretoria, 0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Eric Tshigo		CONTACT PERSON	Eric Tshigo	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	eric.tshigo@treasury.gov.za		E-MAIL ADDRESS	eric.tshigo@treasury.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:



Special Conditions of Contract

RFQ280-2024

**THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAINING,
TROUBLESHOOTING AND FIXING ISSUES THAT VULEKAMALI IS
FACING FOR THREE MONTHS.**

CLOSING DATE: 30 AUGUST 2024 AT 11:00 AM

VALIDITY PERIOD: 60 DAYS

SUPPLY CHAIN MANAGEMENT

A LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

1. EVALUATION PROCESS AND CRITERIA

1.1 All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

1.1.1 Phase I: Initial screening process

a. In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- Business registration, including details of directorship and membership;
- Bank Account holder information;
- In the service of the State status;
- Tax compliance status;
- Identity number;
- Tender default and restriction status; and
- Any additional and supplementary verification and information communicated by National Treasury.

b. Administrative compliance

Duly completed and signed.

- Invitation to bid – SBD 1
- Pricing schedule SBD 3.3
- Declaration of interest–SBD 4
- Preference Point Claim Form – SBD 6.1
- Provide ID copies for all managing Directors.
- CIPC

1.1.2 Phase II: Evaluation as per attached Terms of Reference

a) Bids will be evaluated for responsiveness aligned with terms of reference.

1.1.3 Phase III: Price/Financial stage and specific goals

Price/ Financial proposals must be submitted in South African Rand.

NT reserves the right to negotiate rates submitted by bidders.

2. EVALUATION CRITERIA

- a. In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for specific goals in terms of which points are awarded to bidders on the basis of:
 - The bid price (maximum 80 points); and
 - specific goals (maximum 20 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

A maximum of 20 points may be awarded to a bidder for specific goals stipulated in the bid document aligned with Preferential Procurement Policy Framework Act and programmes of the Reconstruction and Development Programme (RDP) as published in Government Gazette No. 16085 dated 23 November 1994. For this bid, the maximum number of specific goals that could be allocated to a bidder is indicated in paragraph 2.2.

2.1 Points

The Preferential Procurement Regulations 2022 were with effect from 16 January 2023. These regulations require organs of state, to determine their own preferential procurement policies in accordance with section 2 of the PPPFA and the thresholds and the formula prescribed in the 2022 Regulations. In this instance, the specific goals are as contemplated in section 2(1)(d) of the Act which may include contracting with persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the RDP as published in Government Gazette No. 6085 dated 23 November 1994.

2.2 Specific goals

The applicable preference point system as envisaged in the regulations; 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

Specific goal	Number of points (80/20 system)
1. EME & QSE	5
2. Youth	5
3. Woman	5
4. People with disabilities (PWDs)	5
5. Non-compliant contributor	0

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.

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.

- c. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- d. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- e. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for specific goals.
- f. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their specific goals.
- g. Points scored will be rounded off to the nearest 2 decimals.
- h. 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 points for the bid. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- i. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- j. **Subcontracting after award of tender**
 - (i) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

3. MANDATORY REQUIREMENTS

- 3.1 The service providers must be registered on the Central Supplier Database
- 3.2 Relevant qualifications

FAILURE TO ADHERE TO THE CONDITION WILL LEAD TO THE BID BEING INVALIDATED.

4. TAX COMPLIANCE STATUS

- 4.1 Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

5. VALUE ADDED TAX

- 5.1 All bid prices must be inclusive of 15% Value-Added Tax where applicable.

6. CLIENT BASE

- 6.1 National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

7. LEGAL IMPLICATIONS

- 7.1 Successful service providers will enter into a service level agreement with National Treasury.

8. COMMUNICATION

- 8.1 National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

9. LATE BIDS

- 9.1 Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted for consideration, and where applicable, be returned unopened to the bidder.

10. COUNTER CONDITIONS

- 10.1 Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

11. PROHIBITION OF RESTRICTIVE PRACTICES

- 11.1 In terms of section 4(1) 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:
- directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- 11.2 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

12. FRONTING

- 12.1 The National Treasury supports the spirit of empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- 12.2 The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting issued by the Department of Trade and Industry, established during such enquiry/investigation, the onus will be on the bidder contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of

notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

13. PRESENTATION

13.1 National Treasury may require presentations/interviews from short-listed bidders as part of the bid process.

14. TIMEFRAMES AND FORMAL CONTRACT

14.1 Successful bidder(s) will enter into a formal contract with the National Treasury.

15. PACKAGING OF BID

15.1 **Electronic Submission** – the bidder shall send 2 separate documents titled Technical Proposal and Price/ Financial Proposal to National Treasury by electronic method.

15.2 **Physical Submission** - The bidder shall send the response to the RFQ by physical submission to the National Treasury address, sealed and clearly marked as below outlines Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked.

- TECHNICAL PROPOSAL

Bid No: RFQ280-2024

DESCRIPTION: RFQ280-2024: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAINING, TROUBLESHOOTING AND FIXING ISSUES THAT VULEKAMALI IS FACING FOR THREE MONTHS.

- PRICE/FINANCIAL PROPOSAL

Bid No: RFQ280-2024

DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAINING, TROUBLESHOOTING AND FIXING ISSUES THAT VULEKAMALI IS FACING FOR THREE MONTHS.

Bid closing date and time: **30 AUGUST 2024 AT 11H00**

16. CONTACT DETAILS

Supply Chain Management, 4th floor, National Treasury

Private Bag X115, Pretoria, 0001

Physical address: 240 Madiba Street, Pretoria

For General enquiries

Name	Email
------	-------

RFQ280-2024: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAINING, TROUBLESHOOTING AND FIXING ISSUES THAT VULEKAMALI IS FACING FOR THREE MONTHS.

Eric Tshigo	eric.tshigo@treasury.gov.za
-------------	--

For Technical enquiries

Name	Email
Eric Tshigo	eric.tshigo@treasury.gov.za

TERMS OF REFERENCE**TRAINING, TROUBLESHOOTING AND FIXING ISSUES ON VULEKAMALI ONLINE PORTAL**

Name of Client	Budget Office
Name of Project	Online budget data portal
Contracting Authority	Budget Office, National Treasury
Accountable Officer	Deputy Director – General: Edgar Sishi
Project Purpose	To provide training, troubleshooting and fixing issues that Vulekamali is facing for three months.

(v9)

ToR for Vulekamali online budget portal

Content

1	Introduction	3
2	Background	3
3	The expected outputs and outcomes	5
4	Assumptions and Risks	5
4.1	Assumptions	5
4.2	Risks	6
5	Required Expertise.....	6
5.1	PROPOSAL SUBMISSION REQUIREMENTS	7
5.2	Evaluation: Price and Preference	7
6	EVALUATION CRITERIA	7
6.1	The evaluation criteria for functionality is as follows:	7
6.2	Validity period	9
6.3	Disclaimers	9
7	Logistics and Schedule of the Assignment.....	9
7.1	Location where the Services are Required	9
7.2	Time Frame	9
7.3	Logistic Support	10
8	Intellectual property rights.....	10

ToR for Vulekamali online budget portal

1 Introduction

The National Treasury in partnership with IMALI YETHU is seeking a service provider to offer training, troubleshooting and fixing issues that Vulekamali is experiencing. The online budget data portal project forms part of National Treasury's commitment to budget transparency and citizen participation in the budgeting process.

2 Background

Post 1994 South Africa has placed high value on budget transparency and as a result it is ranked high in international transparency assessments. Over the past five years, South Africa has consistently been in the top 5 of transparency score globally, holding the number one spot in 2019, however, there has been a gradual decline from its peak of 90 (out of 100) in 2012. Since the 2008 financial crisis, global budget transparency has increased by 24 per cent. This underscores the importance of global initiatives aimed at promoting fiscal transparency.

South Africa online budget portal – Vulekamali, launched in February 2018, is an award-winning platform advancing budget transparency. The vast amount of budget and reporting information available has been customised to suit user needs. Budget information portals have generally been utilised internationally to facilitate users' access to and interaction with information. Vulekamali provides information in a comprehensive, accurate, up to date manner. It also allows users to interact with the information and provide their own interpretation. The portal also provides a valuable public service as it is as source of well-researched educational material pertaining to public budget and fiscal oversight processes in multiple languages. The portal also has the added benefit of providing the public with a trustworthy source of information about opportunities for participating in budget discussions including relevant parliamentary hearings.

Completed Phase 2 functionalities

Phase 1: IT project plan with high level timeline. The social media plan was developed and approved by the Operational Working Group.

Phase 2: Hosting and Maintenance of the Vulekamali Portal. The migration plan, developed and approved, aimed to transition Vulekamali from AWS to the National Treasury Azure tenant. However, due to the high costs of Azure, ICT decided that Vulekamali would remain hosted on AWS. OpenSpending Dedicated was successfully migrated from OpenUp's infrastructure to AWS, and all dependencies were removed.

Phase 3: Current OCPO and DPME Performance data made available. The OCPO open contracting data availability. This shows the number of procurement process available for each organ of state. The data is only available if an organ of state uploaded the data to the eTender portal. The procurement worksheet and data sourcing guide were developed and approved by the Operation Working Group.

The data from eQPRS was downloaded and visualised on the department page.

Phase 4: BAS/Vulindlela data quarterly data. The In-year monitoring data for national departments was developed and implemented.

Phase 5: Budget literacy and civic empowerment. The maintenance guide has been updated to reflect the release of new features. Three training videos have been completed: Monitoring government departments budget plans and implementation, Monitoring government procurement and audit reports and Understanding Public Entities videos.

ToR for Vulekamali online budget portal

Phase 6: State Owned Enterprises and Public Entities. The state-owned feature was not completed on time, the feature is not yet fully tested but it is available on the testing environment.

Concept note and consultation on data portal

Vulekamali has faced several challenges after the implementation of phase 2. Early in the year, we encountered issues when OpenUp was migrating some components of Vulekamali to AWS that were dependent to their infrastructure. While some of these issues were resolved before the budget period, new technical problems emerged afterwards, particularly affecting CKAN. CKAN is an open-source tool critical to Vulekamali for uploading datasets of various file types. Initially, we suspected a code-related problem; however, after extensive troubleshooting with Paul from OpenUp, we discovered the issue stemmed from server limitations on file storage, not CKAN's code.

Currently, we are experiencing another issue with OpenSpending. OpenSpending, an open-source tool used for uploading fiscal structured datasets such as ENE, AENE, and EPRE, was recently moved to the DataHub product, which is incompatible with Vulekamali. This necessitated the creation of a OpenSpending dedicated version for Vulekamali. Unfortunately, we are now unable to upload datasets to OpenSpending and are actively investigating the cause. As Vulekamali is built on open-source technology and depends on various external technologies, we anticipate that other issues may arise in the future.

This project aim at strengthening the internal resources by giving them training of the technologies that Vulekamali is using and also help in doing overall analysis and fixing the issues that might creep in. The project will focus on the following:

- *Fixing and Upgrading CKAN- CKAN is an Opensource technology that vulekamali is using to upload unstructured datasets.*
- *Fixing Openspending- Openspending is an opensource technology that Vulekamali is using to upload and analyse fiscal data for both national and provincial*
- *Hands on training provided to the internal resources, the training must include all components of Vulekamali.*
- *All issues, along with their solutions, must be documented.*
- *State Owned Enterprises and Public Entities feature must be tested and deployed to production*

ToR for Vulekamali online budget portal

3 The expected outputs and outcomes

1	Stage 1: Fixing and Upgrading CKAN opensource that Vulekamali is using
	Vulekamali is using an old version of CKAN which might be a security concern to the portal. CKAN must be upgraded to the latest version and all the dependency issues must be resolved.
2	Stage 2: Fixing Openspending
	Openspending is an opensource technology that Vulekamali is using to upload and analyse fiscal data for both national and provincial. There are issues that needs to be fixed so that Vulekamali can be efficient and robust in visualising the data.
3	Stage 3: Hands on training provided to the internal resources, the training must include all components of Vulekamali
	Internal resources must be fully trained and be given hands on experience on the portal. The training must cover all the aspect of the portal including development, hosting and troubleshooting.
4	Stage 4: All issues, along with their solutions, must be documented
	All solutions to issues discovered while troubleshooting all the components of Vulekamali must be fully documented so that it is easy to reference should the same error arises in future.
5	Stage 5: State Owned Enterprises and Public Entities feature must be tested and deployed to production
	The state-owned enterprises and public entities has been deployed to testing, the feature needs to be properly tested and any errors should be fixed and the feature be deployed to production.

4 Assumptions and Risks

4.1 Assumptions

It is assumed that the service provider will:

- **Have a programmer who can use “python” language of programming**
- Put together a skilled team to deliver on the project.
- Identify a senior lead and counterpart who will be responsible for addressing all aspects of the project and be able to improve, adjust and refine the nature or quality of the support provided in line with requests from the steering committee or project manager.
- Provide information required for a smooth hosting transition
- In line with the partnership approach, deliver the project together with civil society organizations and National Treasury as the partners.

The service provider may assume:

- Availability of National Treasury officials and Civil Society Organization partners for progress meetings and Operational Steering Committee meetings at the scheduled dates.

ToR for Vulekamali online budget portal

- That documentation and data required for utilization in engagements will be made available by National Treasury officials and Civil Society Organizations.
- Availability of other stakeholders for meetings and engagements.
- Accessibility to senior management for decision making.

4.2 Risks

The following risks have been identified:

- It might be difficult to find resources that worked with Openspending and CKAN
- National Treasury only has 1 developer employed to look after Vulekamali.

4.3 Reports

The following reports need to be generated by the service provider:

- Project Work Plan within 2 weeks of the induction of the service provider.
- Proof of deliverables, project documents and/or project outcomes as stipulated in this Terms of Reference. Such evidence must accompany all invoices.
- Bi-Weekly reports on progress/ hurdles to the programme manager; these will be short (one page) email reports.
- Providing progress on skills transfer.
- Monthly progress reports to the Operational Steering Committee.
- Ad-hoc reports within agreed timeframes. The project manager to disseminate reports as the steering committee requires.
- Contract Close out report, which clearly outlines achievements and challenges each key deliverable, to be submitted at least 3 weeks prior to the contract end date.

5 Required Expertise

It is expected that the service provider will compile a package of support. The areas of expertise that this project requires relate to:

- **Senior Developer - programmer**

The service provider team should possess the following minimum skills and experience:

- The programmer / development specialist(s) should have:
 - relevant experience in PostgreSQL, Python, Django, React JS, Docker, EC2(Linux), S3, Openspending, CKAN.
 - a solid background of Vulekamali (advantageous)
 - a solid background in information science, data mapping and interfaces, development platforms, data warehousing and cell phone apps
 - at least five years of demonstrated experience in defining and mapping data interfaces and the development of responsive applications.
- Team members should have strong technical backgrounds and an interest to improve the flow and storage of information collected by different stakeholders.
- It would be advantageous if the team has experience in creating software for fiscal transparency and public accountability purposes.
- Ability to give hands on training, and communicate effectively.

ToR for Vulekamali online budget portal

For each team member proposed, the service provider must complete the pro forma CV template (Annexure A), indicating their relevant expertise and previous experience in relation to the aspects of the project that they will work on. This should include, minimally for each professional included in the team, a curriculum vitae that outlines their:

- highest level of qualification
- years of experience
- places worked and nature of work
- examples of relevant prior projects.

5.1 PROPOSAL SUBMISSION REQUIREMENTS

Submissions should contain the following sections which should be clearly titled:

Proven experience in development of online portal for government. Understanding of budget/fiscal data.

Reference letters for similar projects undertaken with government experience

Company processes and procedure and proposed **team structure** and a list of similar projects completed. Indicate allocated team member, inclusive of CVs of each proposed member for each role and the necessary support:

5.2 Evaluation: Price and Preference

Service providers need to score a minimum of 65 points in total for functionality in order to be considered for price and preference evaluation.

The proposal budget should indicate costs per output delivered, per stage as outlined in section 6: Expected outputs and outcomes. It is required that a detailed budget be provided for stage 1 and stage 2. The budget for stages 2-3 could be less detailed as prices will be reconfirmed once the detailed scope is clarified.

Invoices will be deliverable based and will be categorised and structured per stage of work. Payment will proceed on the following basis

5.3 Mandatory requirements – Bidder must meet the mandatory requirements, failure will result in disqualification of the bidder from further consideration.

- The service providers must be registered on the Central Supplier Database
- Relevant qualifications

6 EVALUATION CRITERIA

6.1 The evaluation criteria for functionality is as follows:

Evaluation criteria			
	Criteria	Scoring criteria	Weights

ToR for Vulekamali online budget portal

1.	Experience Prospective service providers are required to demonstrate relevant experience in relation to the scope of the project.	5 = 9 and more years' experience 4 = 7-8 years' experience 3 = 5-6 years' experience 2 = 3-4 years' experience 1 = 2 years' experience or less	30
2.	Qualifications Prospective service providers are required to have a minimum qualification	5 = Masters degree and above 4 = Postgraduate diploma or degree 3 = Degree or advance diploma 2 = Diploma 1 = Higher certificate of less	30
3	Company Evaluation Prospective service providers are required to submit a proposal demonstrating their operational capacity to carryout contact centre management. The proposal must highlight the following elements; <ul style="list-style-type: none"> Standards, processes and procedures for the running of the portal Proposed team structure 	5 = Excellent (Meets and exceeds the required level. Clearly outlined and extensively elaborated on all 2 elements in detail 4 = Very Good (Clearly articulated and provided information relating to all 2 elements 3 = Good (Satisfactorily highlighted all 2 elements (additional information provided on some to all elements) 2 = Poor (Provided information that is unrelated or below standard on elements	20
4.	Project References The service provider must demonstrate that they have implemented similar project and provide us with the contactable reference letters	5 = 4 and above letters provided 4 = 4 letters provided 3 = minimum of 3 letters provided 2 = At least 2 letters provided 1 = No reference letters provided	10
5.	Prospective service providers are required to demonstrate in their proposal their ability to meet reporting requirements and overall management of the Portal. The following elements must me highlighted. <ul style="list-style-type: none"> Report requirements as highlighted in 4.3 above Client satisfaction regarding 4.3 	5 = Excellent (Meets and exceeds the required level. Clearly outlined and extensively elaborated on all 2 elements in detail 4 = Very Good (Clearly articulated and provided information relating to all 2 elements 3 = Good (Satisfactorily highlighted all 2 elements (additional information provided on some to all elements) 2 = Poor (Provided information that is unrelated or below standard on elements 1 = Very Poor (Unacceptable and does not meet set criteria)	10
	Minimum Threshold		65%
	Total technical score		100

ToR for Vulekamali online budget portal

6.2 Validity period

Note that proposals received in response to these terms of reference shall be valid for a period of 60 (sixty) days from the closing date of the bid.

6.3 Contracting

The certified copied of the qualifications will be required prior appointment.

6.4 Disclaimers

National Treasury:

- Reserves the right not to appoint any service providers. National Treasury reserves the right to appoint more than one service provider for selected aspects of the project should a single service provider not address all the components required, although this is the less desirable option.
- Reserves right to vet all the resources and the company.

7 Logistics and Schedule of the Assignment

7.1 Location where the Services are Required

The location of the service provider is not a primary consideration, but regular virtual engagements will be required. The size of the company or number of resources offered is secondary to relevant skills, value-for-money and experience.

7.2 Time Frame

The overall timeframe for this project is three months. The dates to be confirmed once the service provider is onboarded.

The major milestones is proposed as follows:

- **Inception:**
- **Project planning:** project workplan agreed
- **Stage 1:** Due end of the first month
- **Stage 2:** Due after the delivery of stage 1
- **Stage 3:** Due at the end of the contract
- **Capacity development and skills transfer:** Ongoing
- **Maintenance and data updates:**

The contract duration is three months

Responses to the Terms of Reference may propose that the service provider work on stages simultaneously where there are not dependencies. For example, there is no dependency between stage 2 and stage 3. However, the end dates for the stages should not be exceeded. The key milestones will need to be identified in the Project Work Plan timetable and agreement obtained on that within 2 weeks of the induction of the service provider.

7.3 Logistic Support

It is expected that service providers will have all the necessary equipment to undertake the work that is associated with their services – this would include any equipment such as computers, laptops, mobile devices (including mobile data access off-site if necessary for their work). It also expected that would have all the necessary tools and licences to perform their work legally and in accordance with the laws of South Africa. This would include valid driver's licences if they were likely to travel or be required to travel. If any service provider is not in possession of the needed tools, licences or other devices and if this may affect performance or ability to deliver, this must be disclosed in the tender and may result in the bid not being accepted. The service provider will be responsible for their own offices and secretarial support.

8 Intellectual property rights

The Service Provider assigns to the National Treasury the Intellectual Property rights in all present and future works of which the Service Provider may be the author, which works were or are created, compiled, devised or brought into being during the course and scope of the Service Provider's rendering of Services to the National Treasury. No consideration shall be payable by the National Treasury to the Service Provider in respect of intellectual property rights relating to this assignment.

All portal modules, pages, Application Programme Interfaces, videos, reports, manuals, budgets, indices, research papers, letters or other similar documents (the nature of which is not limited by the specific reference to the a foregoing items) which are created, compiled or devised or brought into being by the Service Provider or come into the Service Provider's possession during the course and scope of this Agreement, and all copies thereof, shall be the property of the National Treasury. Upon the date of termination of this Agreement, or earlier if required by the National Treasury, such documents and all copies shall be returned to the National Treasury.

On termination of the Agreement, the Service Provider shall deliver to the National Treasury all property in the Service Provider's possession or under its control belonging to the National Treasury or created in pursuance of the Service Provider's duties in terms of this assignment including, without limiting the generality thereof, documents, drawings, plans, reports, data sheets and discs.

ToR for Vulekamali online budget portal

Annexure A

CURRICULUM VITAE

1. Personal Information	Surname	
	First names	
	Identity Number	
	Tax Number	
	Date of birth	
	Gender	
	Nationality	
2. Contact Details	Telephone number (land line)	
	Cell Number	
	Email Address	

Tick relevant box for area of work for which services are offered

3. Areas of work for which services are being offered	Project management	
	Business analysis	
	Programming capability and data management	

Tick relevant box. Add entries if needed.

4. Years of experience in area of work as above	8+ years	
	Between 6 and 7 years	
	Between 3 and 5 years	
	< 3 years	

Tick relevant boxes

5. Capability profile (value adding skills)	Analytical skills	
	Interpersonal and facilitation skills	
	Programme in Python	
	Communication (written and presentation)	
	Process Consulting	

6. Work Experience. Start from the most recent. Add entries if needed.

Date [from – to]	Position Held	
	Employers Name	
	Employer's locality and contact details	
	Main Activities and Responsibilities	

ToR for Vulekamali online budget portal

Date [from – to]	Position Held	
	Employers Name	
	Employer's locality and contact details	
	Main Activities and Responsibilities	
Date [from – to]	Position Held	
	Employers Name	
	Employer's locality and contact details	
	Main Activities and Responsibilities	
Date [from – to]	Position Held	
	Employers Name	
	Employer's locality and contact details	
	Main Activities and Responsibilities	

7. Qualifications. Start from the most recent. Add entries if needed.

Qualification Awarded	
Name of Institution	
Dates	
Qualification Awarded	
Name of Institution	
Dates	
Qualification Awarded	
Name of Institution	
Dates	
Qualification Awarded	
Name of Institution	
Dates	

8. Membership of Professional Bodies

Professional body	
Details of membership	
Dates	
Professional body	
Details of membership	
Dates	
Professional body	
Details of membership	
Dates	

ToR for Vulekamali online budget portal

9. Language skills - Mark 1 to 5 for level

Mother Tongue – *[specify]*

Language	Reading	Speaking	Writing
<i>[specify]</i>	<i>[enter level]</i>	<i>[enter level]</i>	<i>[enter level]</i>

10. References Provide at last three references from the past 5 years

1	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
2	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
3	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	

11. Summary of expertise, experience and specialist areas of knowledge relevant to this bid: (per area, describe the experience and include the number of years in each area)

[Add narrative]

12. Other Skills relevant to this bid:

[Add narrative]

13. Other relevant information (interests, publications, courses, honours, awards etc.)

[Add details]

ANNEXURE B: COSTING

Project outputs	Assumptions	Duration per output	Unit Cost *(Rate for each human resource involved)	Estimated cost per output
Stage 1: Fixing and Upgrading CKAN opensource that Vulekamali is using Vulekamali is using an old version of CKAN which might be a security concern to the portal. CKAN must be upgraded to the latest version and all the dependency issues must be resolved.				
Stage 2: Fixing issues on Openspending Openspending is an opensource technology that Vulekamali is using to upload and analyse fiscal data for both national and provincial. There are issues that needs to be fixed so that Vulekamali can be efficient and robust in visualising the data.				

ToR for Vulekamali online budget portal

<p>Stage 3: Hands on training provided to the internal resources, the training must include all components of Vulekamali.</p> <p>Internal resources must be fully trained and be given hands on experience on the portal. The training must cover all the aspect of the portal including development, hosting and troubleshooting.</p>				
<p>Stage 4: All issues must be documented as well as their solutions</p> <p>All solutions to issues discovered while troubleshooting the components of Vulekamali must be fully documented to ensure easy reference if the same error arises in the future.</p>				
<p>Stage 5: State Owned Enterprises and Public Entities feature must be tested and deployed to production</p> <p>The state owned enterprises and public entities has been deployed to testing, the feature needs to be properly tested and any errors should be fixed and the feature be deployed to production.</p>				
Total costs for the project				

* For each output please indicate the resources involved and their rates

PRICING SCHEDULE

NAME OF BIDDER

BID NO: RFQ280-2024**CLOSING TIME: 11:00 AM ON 30 AUGUST 2024**

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM DESCRIPTION
NOBID PRICE IN RSA
CURRENTLY INCLUSIVE
OF VALUE ADDED TAX**RFQ280-2024: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TRAINING, TROUBLESHOOTING AND FIXING ISSUES THAT VULEKAMALI IS FACING FOR THREE MONTHS.**

- Services must be quoted in accordance with the attached terms of reference

	Total cost of the assignment (R inclusive VAT)	R_____
--	--	--------

NB: Bidders are also advised to indicate a total cost breakdown for this assignment

- Period required for commencement with project after acceptance of bid

- Are the rates quoted firm for the full period?

YES

NO

- If not, firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

Any queries regarding the bid may be directed to:

Department: National Treasury

Contact person: Eric Tshigo

Email address: eric.tshigo@treasury.gov.za**PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

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

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

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.

- 3.7 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

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
- 1.2.1 The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- 1.3.1 Price; and
- 1.3.2 Specific Goals.
- 1.4 To be completed by the organ of state:
- 1.4.1 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.

2 DEFINITIONS

DESCRIPTION	DEFINITION
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

DESCRIPTION	DEFINITION
	method envisaged in legislation;
Price	means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
Rand value	means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
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
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 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: **80/20**

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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—

4.2.1 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

- 4.2.2 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) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EME& QSE	5	
Youth	5	
Women	5	
People living with Disability (PWDs)	5	

5 DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:

5.3 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]

5.4 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:

.....

.....

.....

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.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance 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.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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).</p> <p>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.</p>

- 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.