



# transport

Department:  
Transport  
REPUBLIC OF SOUTH AFRICA

Private bag x 193, PRETORIA, 0001, Forum Building, Crn Struben and Bosman Street, PRETORIA.

Ref: CSS 5/11/1

Enq: Mr Skosana or Mrs. L Nzimande

Tel Number: (012) 309-3035/3255

Dear Sir / Madam

## BID NUMBER: SCM/05/2023/ODG

1. The Department of Transport requires the service as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:
  - The bid must be submitted in a sealed envelope with the name and address of the bidder with the number and closing date indicated on the envelope. The envelope must not contain documents relating to any bid other than that shown on the cover of the envelope;
  - Bids must be submitted in the bid/tender box on or before the closing date and time, couriered bid documents must be received before the closing date and time, failure to do so may invalidate the bid.
  - The attached forms, if completed in detail and returned, will form part of your bid; and
  - Prices must be VAT inclusive and all other expenses/disbursements, and be valid for a period of at least **120 days** from closing date.
  - **Closing date for submitting bids is 22 March 2024 at 11:00 AM**
  - **Briefing session to be held at Department of Transport on 13 March 2024 at 10:00 AM**
2. You are advised to acquaint yourself with the contents of the attached general conditions of contract and the checklist.
3. It will be expected of the successful bidder to sign a formal contract at this office within seven (7) days after receiving a letter of acceptance.
4. **NB. Kindly note that this is a Two envelope system (for financial proposal submit One (1) original hard copy and One (1) scanned USB (PDF): Annexure B, and for Technical Proposal submit One (1) original hard copy and Four (4) scanned USB (PDF) Annexure A. No hard copies except for both originals**

Kind Regards

For DIRECTOR GENERAL: TRANSPORT

DATE: 21/02/2024



**transport**

Department:  
Transport  
REPUBLIC OF SOUTH AFRICA



#### **DEPARTMENT OF TRANSPORT**

Directorate: Supply Chain Management  
Private Bag X193, PRETORIA, 0001; TEL: (012) 309 3255/3035

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT, MAINTAIN AND SUPPORT A DATA ANALYTICS SOLUTION FOR THE INTERNAL AUDIT SERVICE OF THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

**SCM/05/2023/ODG**

### **CONTACT DETAILS**

Administrative Contact	Technical Contact
Quotation's Office	Project Manager
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Directorate: Supply Chain Management	Deputy Director: IT Audit
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## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT, MAINTAIN AND SUPPORT A DATA ANALYTICS SOLUTION FOR THE INTERNAL AUDIT SERVICE OF THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS

### 1 BACKGROUND

The Transport Internal Audit Services (TIAS) plays a crucial role in supporting the Audit Committee by overseeing the governance, risk management, and control processes employed by the Department of Transport (DOT). A recent Quality Assurance Review conducted within the TIAS has uncovered the deficiency: the absence of the Data Analytics utilisation through Computer-Assisted Audit Techniques (CAATs). This omission has resulted in non-compliance with IIA standards. Of particular concern is IIA standard 1220.A, which emphasizes the importance of internal auditors considering the use of technology-based audit and data analysis techniques. The following areas highlight the inefficiencies stemming from our current practices:

- a. Inability to interrogate large amounts of data in order to identify root causes and risks faced by the department.
- b. Inability to use results from interrogated information to identify & investigate problem areas.
- c. Dependency on information provided for interrogation is placed on the client, rather than the information being automatically extracted from the system and accessible to auditors.
- d. High possibility of human error when data is being manually extracted.
- e. Time wasted in conducting manual tests on processes that could be automated while re-assigning resources to other responsibilities.

### 2 SCOPE OF WORK

#### 2.1 GOAL

To seek the appointment of a service provider to implement, maintain and support a data analytics solution, which will be used to conduct computer-assisted audits in line with the Internal Audit mandate, which supports automated and independent continuous monitoring of compliance to laws, regulations, policies and procedures.

The Data Analytics solution should have the following capabilities:

- a. User account management and roles assigned according to responsibilities and project teams.
- b. Ability to extract data samples according to specified criteria (random, above a certain value, below a certain value or within certain dates).
- c. Calculate ratios and select indicators that fail to meet certain pre-defined criteria.
- d. Verify arithmetic accuracy.
- e. Stratification of data.

- f. Tracing of transactions processed on computerised systems.
- g. Generate reports of test results.

## 2.2 OBJECTIVES (SCOPE OF WORK)

### 2.2.1 The service provider must provide a solution that is:

- a. Aligned with the specifications to be issued by DoT.
- b. Compatible and suitable to the current DoT IT infrastructure.
- c. Embedded with the Internal Audit frameworks, best practice methodologies and supports a risk and control-based audit approach in line with international best practice (COSO, IIA, IPPF, ISO 31000 and the King Report and King Code).
- d. Aligned to DoT's Internal Audit methodology.
- e. Able to generate reports in Microsoft Word and Excel formats and by using interactive dashboards.
- f. Able to assign user licenses according to who is using the solution.

### 2.2.2 Information gathering for adequate system design:

- a. Gather functional and user requirements from the Internal Audit directorate.
- b. Document in detail the processes of planning, execution, reporting and continuous monitoring of findings.

### 2.2.3 Ensure the Data Analytics solution addresses the following areas:

#### 2.2.3.1 Data Access

Ability to read/import a wide range of data formats such as:

- a. Database files
- b. Delimited text files
- c. Fixed length text files
- d. Report/ print files
- e. Excel files
- f. Adobe Acrobat files
- g. Microsoft Open Database Connectivity (ODBC) databases

#### 2.2.3.2 Data Integrity

The data analytics solution should not be able to change the source data, thus reading the data files without altering it.

#### 2.2.3.3 Data Output and Export

The data analytics solution should be able to:

- a. Generate task-specific graphics, maps and charts for visual interpretation and communication of results
- b. Export generated and manipulated results into a wide range of application data formats.



#### 2.2.3.4 Data Manipulation

- a. Apply filters to data sets.
- b. Discover patterns/trends and store the data for report generation
- c. Extract data to a sub-dataset – new data file, also by applying filtering criteria.
- d. Append two similar tables into one table.
- e. Join/relate tables on unique fields.
- f. Sort/index data sets.
- g. Standard menu selectable data analysis should be proven to cover at a minimum the following:
  - I. Number sequence checking
  - II. Gaps detection in a sequence
  - III. Duplicate testing
  - IV. Age
  - V. Statistics
  - VI. Stratification
  - VII. Summarisation
  - VIII. Cross tabulation
  - IX. Ability to create workflows to enable automation without writing a code/script.

#### 2.2.3.5 Automation

- a. The data analytics tool should have the scripting capability.
- b. The data analytics tool must be able to automatically download data from its source.
- c. The data analytics tool must have the capability to use the variables.
- d. The data analytics tool should automatically alert specified people in real-time when exceptions and violations take place.
- e. Alerts of exceptions and violations should be displayed on the data analytics solution interface as well as by email to specified email addresses.

#### 2.2.3.6 Data Security

- a. The data analytics tool must have an option to be implemented inhouse, not in the cloud.
- b. Downloaded data for analytics purposes must be stored within the Department of Transport network, not in the cloud.
- c. Data analytics results must be circulated within the Department of Transport network, not cloud.



## 2.3 DELIVERABLES

Deliverables	Timeframe
Submission of infrastructure requirements documents for DoT to prepare to host the Data Analytics solution.	2 weeks
User requirements specifications document.	1 month
Implement the Data Analytics solution to specified DoT systems.	2 months
Perform tests of the Data Analytics solution, outside of operational hours.	1 month
Train users.	1 month
Train administrator/superuser.	1 month
Submission of user manuals and technical documents.	2 weeks
Licensing and support starting from completion of implementation, user training and handover of all user manuals and technical documents.	12 months

## 3 EVALUATION

### 3.1 STAGE 1: MANDATORY REQUIREMENTS

- 3.1.1 **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.**
- 3.1.2 Bidders are required to be registered on the Central Supplier Database and the Department of Transport shall verify the bidder's tax compliance status through the Central Supplier Database.
- 3.1.3 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.
- 3.1.4 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.
- 3.1.5 Compliance should remain valid for the duration of the contract



- 3.1.6 Bidders are required to attend compulsory briefing sessions
- 3.1.7 Professional association with any relevant body

## 3.2 **STAGE 2: FUNCTIONAL EVALUATION CRITERIA**

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.
- 3.2.4 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.
- 3.2.5 The applicable values that will be utilized when scoring each criteria ranges from: **1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent**
- 3.2.6 The Bids that fail to achieve a minimum of **70** points out of **100** points for functionality will not proceed to phase 2. The Bids that fail to achieve a minimum of **70** points out of **100** points for functionality on phase 2 will not be evaluated on the Preference Points System stage.



EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
<b>PHASE 1</b>		
<b>ABILITY AND CAPABILITY</b>	<p><b>Company experience:</b></p> <p>Experience of the firm in implementing Data Analytics Solutions. Three (3) reference letters under the client-company letter head, with contactable details which confirms that the firm is successfully managing or has previously managed projects of a similar nature in the must be attached. The reference letters must state the duration and if the projects were completed successfully. Must have reference letters from at least different organizations where it performed similar assignments.</p> <p><b>Project Leader:</b></p> <p>Should have the following:</p> <ul style="list-style-type: none"> <li>a. NQF7 qualification in Information Technology / Computer Science / Data Science / Systems Engineering or similar</li> <li>b. Certified in any Data Analytics software</li> <li>c. Minimum of 5 years in Data Analytics</li> <li>d. Association member of a relevant professional body</li> </ul> <p><b>Team Members:</b></p> <p>Should have the following:</p> <ul style="list-style-type: none"> <li>a. NQF6 qualification in Information Technology / Computer Science / Data Science / Systems Engineering or similar.</li> <li>b. Minimum of 5 years in Data Analytics experience.</li> <li>c. Association member of a relevant professional body.</li> </ul> <p><b>Proposed system:</b></p> <p>Meets all the requirements as listed under section 2, Scope of Work, in this document.</p>	20
<b>METHODOLOGY</b>	Provide comprehensive project execution plan covering the entire scope of work indicating clear deliverables and timeframes for each task to be completed, including training, skills transfer, maintenance and support plans.	10
<b>Bidders need to at least score 70 out of 100 to proceed to next round</b>		100
<b>PHASE 2</b>		
<b>ABILITY AND CAPABILITY</b>	<p><b>Demo/Presentation:</b></p> <p>Service Providers must present the system being offered, demonstrating Data Analytics processes, using scenarios and mock data. They will also be expected to respond to questions asked.</p>	100
<b>Bidders need to at least score 70 out of 100 to proceed to next round</b>		100



Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
<b>PHASE 1</b>					
<b>Company experience:</b>  Experience of the firm in implementing Data Analytics Solution. Three (3) reference letters under the client-company letter head, with contactable details which confirms that the firm is successfully managing or has previously managed projects of a similar nature in the attached). The reference letters must state the duration and if the projects were completed successfully. Must have reference letters from at least different organizations where it performed similar assignments.	0 to 1 reference letter from institutions where audit system was deployed	2+ reference letters from institutions where audit system was deployed	3+ reference letters from institutions where audit system was deployed	4+ reference letters from institutions where audit system was deployed	5+ reference letters from institutions where audit system was deployed
<b>Project leader:</b>  Should have the following: a. NQF7 qualification in Information Technology / Computer Science / Data Science / Systems Engineering or similar. b. Certified in any Data Analytics software. c. Minimum of 5 years in Data Analytics experience. d. Association member of relevant professional body.	Meet less than 3 of the requirements	Meet 3 of the requirements	Meet all 4 requirements	Meet all 4 requirements and has implemented similar projects in the public sector	Meet all 4 requirements, has NQF8 and implemented similar projects in the public sector



Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
<b>PHASE 1</b>					
<b>Team members</b>  Should have the following: a. NQF6 qualification in Information Technology / Computer Science / Data Science / Systems Engineering or similar. b. Minimum of 5 years in Data Analytics experience. c. Association member of a relevant professional body.	Meet less than 2 of the requirements	Meet 2 of the requirements	Meet all 3 requirements	Meet all 3 and has implemented similar projects	Meet all 3 requirements and NQF7 implemented similar projects
<b>Proposed system:</b>  Should meet all the requirements as listed under section 2, Scope of Work, in this document.	Meets less than 75% of the listed requirements under section 2	Meets between 75% to 80% of the listed requirements under section 2	Meets between 80% to 90% of the listed requirements under section 2	Meets 100% all the listed requirements under section 2	Exceed the expectation of all listed requirements under section 2
<b>Methodology:</b>  Should provide comprehensive project execution plan covering the entire scope of work indicating clear deliverables and timeframes for each task to be completed, including training, skills transfer, maintenance and support plans.	No plan or irrelevant plan	Relevant plan indicating scope of work and deliverables only	Relevant plan indicating scope of work, deliverables and timeframes	Relevant plan indicating scope of work and deliverables, timeframes, maintenance and support	Relevant plan indicating scope of work and deliverables, timeframes, maintenance and support training and skills transfer



PHASE 2					
<b>Demo/Presentation:</b>  Service Providers must present the system being offered, demonstrating Data Analytics processes, using scenarios and mock data. They will also be expected to respond to questions asked.	System meets less than 75% of the requirements listed in section 2 or no demonstration	System meets 75% of the requirements listed under section 2 and is not user friendly	System meets all the requirements listed under section 2.	System meets all requirements listed under section 2, is user friendly and has been implemented in the public sector	System meets all requirements listed under section 2, is user friendly, has on screen help wizard/support functionality and has been implemented in the public sector

### 3.3 **STAGE 3: EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM**

3.3.1 Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

3.3.2 **Price:** The following schedule must be utilised for submission of pricing proposals.

3.3.3 **Calculating of points for B-BBEE status level of contribution**

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

3.3.4 The points scored will be rounded off to the nearest 2 decimals.

3.3.5 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

3.3.6 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points

### 3.4 **POINTS AWARDED FOR B-BBEE/PPPFA GOALS**

3.4.1 **The following preference point systems are applicable to all quotes and/or bids:**

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

3.4.2 **For this specific RFQ/Tender**

- a. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

**3.4.3 Points for this bid shall be awarded for:**

- a. Price; and
- b. Preference points in terms of the scorecard.

**3.4.4 The maximum points for this bid are allocated as follows:**

PRICE: 80

PREFERENCE POINTS: 20

Total points for Price and B-BBEE must not exceed 100

**3.4.5 Failure on the part of a bidder to submit the required proof together with the bid, will be interpreted to mean that preference is not claimed.**

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

**3.5 PREFERENCE POINT SYSTEM APPLICABLE**

**3.5.1 This Document does not replace SBD6.1, which must still be submitted and completed for preference points to be considered.**

**3.5.2 The 80/20 or 90/10 Preference Point Systems for Acquisition of Goods or Services.**

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

80/20 or

90/10

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

$$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration Pt = Price of bid under consideration

Pmin Price of lowest acceptable bid



### 3.6 SPECIFIC GOALS AND POINTS ALLOCATION

a. The following table will be utilised in evaluating preference: (Note that this must be adjudicated per TOR)

Goals	Points out of 20 (80/20)	Required proof	Points claimed	Proof Attached
<b>Black Owned (BO)</b>	<b>Max 10</b>	<b>B-BBEEE Status level certificate. Issued by an authorized body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice</b>		
100% BO	10			
=>75%	7			
=>50%	5			
=>25%	3			
<b>Women Owed (WO)</b>	<b>MAX 6</b>	<b>B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice</b>		
100% BO	6			
=>75%	4			
=>50%	3			
=>25%	1			
<b>Black Designated Group (BDG)</b>	<b>MAX 4</b>	<b>B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice</b>		
100% BO	4			
=>75%	3			
=>50%	2			
=>25%	1			
<b>MAXIMUM POINTS</b>	<b>20</b>			

## 4 RULES OF BIDDING

### 4.1 COMPULSORY INFORMATION SESSION

- 4.1.1 A compulsory Briefing session will be held at the Department 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 Department to the Service Providers should be considered as part of this project.
- 4.1.2 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.

### 4.2 FORMAT AND SUBMISSION OF BIDS

- 4.2.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered. All late bids must be collected within seven (7) days failing which the DOT will discard of such late proposals.
- 4.2.2 Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including all the SDB documents must be submitted with the technical proposal **except for SBD 3.3, must be submitted together with the financial proposal.**
- 4.2.3 Format of submission of proposals:
  - a. Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response;
  - b. **Technical Proposal must be submitted as one (1) original and four protected soft copies.** Soft copies must be exact copies of the original document, including all supporting documents, and should be labelled properly.
  - c. **Soft copies are not required for the financial proposal, bidders must only submit the original hard copy of the financial proposal.**
- 4.2.4 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is essential to comply with all conditions pertaining to mandatory requirements.
- 4.2.5 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 4.2.6 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 4.2.7 Department of Transport (DOT) reserves the right to accept or consider any bid in full or in part or any responses or submissions in relation thereto.



- 4.2.8 DOT reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the TOR.
- 4.2.9 DOT reserves the right to request any additional information that it may require or deem necessary. All such requests shall be in writing.
- 4.2.10 After careful consideration and thorough examination of the proposals, DOT shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements. The lowest price (management fee where applicable) offered will not necessarily be a decisive factor in choosing between Proposals.
- 4.2.11 The Department published the results of the outcome of a tender process, including the details of the successful bidder in the same media that was used to advertise the bid.

#### **4.3 SUB-CONTRACTING, PARTNERSHIP/CONSORTIUM/Joint VENTURE AND COMPANY REQUIREMENTS**

- 4.3.1 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 authorized person.
- 4.3.2 A proposal submitted by a partnership must be accompanied by a written partnership agreement
- 4.3.3 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:
  - a. the conditions under which the consortium will function;
  - b. its period of duration;
  - c. the persons authorized to represent it;
  - d. the participation of the several parties forming the consortium;
  - e. the benefits that will accrue to each party;
  - f. any other information necessary to permit a full appraisal of its functioning.

### **5 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY RIGHTS**

#### **5.1 CONFIDENTIAL INFORMATION**

- 5.1.1 **Confidentiality obligation.** Each Party ("the receiving Party") must treat and hold as confidential all information which they may receive from the other Party ("the disclosing Party ") or which becomes known to them concerning the disclosing Party during the duration of this Contract.
- 5.1.2 **Nature of the confidential information.** The confidential information of the disclosing Party shall, without limitation, include:



- 6.1.7 **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](http://www.ocpo.treasury.gov.za). Proof of registration must be submitted together with the technical proposal.
- 6.1.8 Bidders may provide any additional information deemed important for the DOT to consider.
- 6.1.9 Prospective Bidders must at all times comply with the Department's Supply Chain rules and processes with regard to all projects and payments.

## 6.2 ORDER OF PRECEDENCE.

- 6.2.1 In the event of any conflict between any provisions of the SCC, GCC, Proposal and any other document accompanying the Bid, the following order of precedence shall prevail–
  - a. Standard Bidding Documents;
  - b. SCC, if applicable;
  - c. GCC;
  - d. TOR;
  - e. SLA, if applicable; and
  - f. Proposal.

## 6.3 DURATION

- 6.3.1 The project is expected to be for a period of thirty-six (36) months / three (3) years.
- 6.3.2 The Contract shall commence on the Effective Date and, subject to the rights of termination stipulated herein, terminate on the Completion Date as specified in the Contract.

## 6.4 CONTRACT AMENDMENTS

- 6.4.1 No addition to, or variation, consensual cancellation, or novation of the Contract, and no waiver of any rights arising from the Contract, including this clause, shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of each of the Parties.

## 6.5 SUBCONTRACTS

- 6.5.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under the Contract, before the commencement of the Contract, as well as at any time during the Contract.
- 6.5.2 **The right to sub-contract.** The Contractor may, with the prior written consent of the Department, sub-contract any of its obligations in terms of this Contract, or any part thereof, to a third party, provided that:



- a. such sub-contracting shall not absolve the Contractor from any responsibility for complying with its obligations in terms of this Contract and the Contractor hereby indemnifies and holds the Department harmless against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;
- b. the Contractor shall at all times remain the sole point of contact for the Department in respect of the Services by the Contractor.

6.5.3 **Department may withdraw consent.** The Department shall have the right at any time, and upon such good cause shown to withdraw such consent for a sub-contractor on thirty (30) days' notice to the Contractor and in that event no claim against the Department by the Contractor or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Contractor indemnifies the Department against any such claims and costs so incurred."

## 6.6 CONTRACTOR'S PERSONNEL

6.6.1 **Project Team.** The Contractor shall make available the skills and expertise of the Project Team referred to in the Bid who shall be involved in the Contract or the Services, unless otherwise agreed to by the Department, which agreement shall not be unreasonably withheld.

6.6.2 **Exceptions.** Notwithstanding the provisions of clause 6.6.1, where, due to circumstances beyond the control of the Contractor, a member of the Project Team cannot act in accordance with the provisions of this clause due to their dismissal, resignation or incapacity, the Contractor shall, to the extent possible, implement an appropriate succession plan to minimise the effect of the unavailability of such member.

6.6.3 **Suitably qualified Personnel.** The Contractor shall employ suitably qualified, experienced and trained Personnel to provide the Services, provided that the Contractor shall be entitled in its discretion, to allocate Personnel resources in accordance with the technical or other skills and knowledge required, which discretion shall not have a negative impact on the provision of the Services.

6.6.4 The Contractor's Personnel providing the Services may be absent for short periods of time for reasons including annual leave and training. The Contractor undertakes to avoid any disruption of the Services due to such circumstances.

6.6.5 **Contractor to adhere to security procedures of the Department.** The Contractor's Personnel including the Project Team shall at all times when on the Department's premises, adhere to the standard health, safety and security procedures and guidelines applicable to the Department's Personnel, as varied and conveyed by the Department to the Contractor from time to time.



6.6.6 Should the Department at any time have reason to believe that any of the Contractor's Personnel is failing to comply with such standard health, safety and security procedures and guidelines, the Department may deny such person access to any or all of the Department's premises or systems and require the Contractor to replace such person without delay.

## 6.7 PAYMENT

### 6.7.1 Invoice.

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

### 6.7.2 Detailed Pricing.

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

- a. Firm and inclusive of all costs, including disbursements. Firm prices mandate that any escalations/estimated escalations be included in the final ceiling amount.
- b. Inclusive of VAT, if applicable;
- c. Correctly calculated and identical to the financial proposal.
- d. A detailed pricing schedule should be attached to the SBD documents providing a proper cost breakdown, in line with deliverables, and indicating the proposed time frames. If this TOR prescribed a set template for submission of the cost breakdown/pricing, bidders must submit such in the required format.
- e. The Department uses a two-envelope system. **NO PRICES MUST REFLECT IN THE TECHNICAL PROPOSAL.**

### 6.7.3 Fees

Domestic hotel accommodation may not exceed R1440, inclusive of VAT per night per person. (Incl dinner, breakfast and parking), air travel must be restricted to economy class, and travel claims per kilometer may not exceed the rates approved by the Automobile Association of South Africa.

### 6.7.4 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:

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



#### 6.7.5 **Payment information**

- a. An invoice only becomes due and payable:
  - i. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment;
  - ii. When the invoice is correct with regards to calculations, information contained, banking details and supporting documents;
  - iii. Complies with the original quoted and contracted price.
- b. It is important to ensure that invoices are correctly submitted and reference the project name, DOT number and Order Number.
- c. Non-compliance will delay the payment process.

#### 6.7.6 **Total Contract Price.**

The Contract Price payable to the Contractor for the Services **shall not** exceed the ceiling price as set out in the Contract.

#### 6.7.7 **Price all-inclusive.**

All prices are inclusive of any Value Added Tax, import, and all other duties. Any risk associated with an omission or miscalculation in pricing proposals, are carried by the bidder.

### 6.8 **DELIVERY AND DOCUMENTS**

- 6.8.1 **Reports.** The Contractor shall provide the Department with detailed Documentation and Reports as set out in the Contract and Project Plan or when required in writing by the Department in both electronic format and hard copy.
- 6.8.2 Reports shall contain accurate information as to enable the Department to monitor and manage the Contractor's performance in terms of this Contract.
- 6.8.3 All Documentation and Reports shall be in English.

### 6.9 **PENALTY REGIME**

- 6.9.1 Poor performance will result in penalties that include withholding of a minimum 30% of the total invoice of each affected phase / milestone until it is fixed before the final product is submitted. In the case where the performance has not been improved to the satisfaction of the Department and the final product is handed over, the original amount held back will not be paid over to the Service Provider under any circumstances. On the other hand, an improved quality and/or performance, at the satisfaction of the Department, will require the outstanding part of the held back invoice to be paid to the Service Provider in full but with no additional interest.



6.9.2 The project milestones / phases are expected to be adhered to. Any deviation must be approved by the Department prior to any commencement of the changes. Failure to do so will result in a 5% non-payment of that particular and/or affected phase(s).

6.9.3 Notwithstanding item 6.9.2 above, failure to meet the deadline as stipulated in item 8 will result in 30% of the total outstanding payments for the project as whole not being paid over to the Service Provider if the poor performance is attributed to the Service Provider unless there is undisputed evidence that the fault lies with the Department.”

## 6.10 TERMINATION

6.10.1 Should either Party fails to comply with any provision of this Contract the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have:

- to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or
- to terminate this Contract and claim such damages as the aggrieved Party may have suffered from the defaulting Party.”

6.10.2 The Department may, without prejudice to any other rights it may have, terminate this Contract by written notice to the Contractor, upon the occurrence of the following events, namely if:

- the Contractor fails to adhere to set timeframes, service levels or service standards as determined in the TOR, SLA and/or Project Plan;
- the Contractor, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- judicial execution is levied on the Contractor's goods and which remains unpaid for 14 days after attachment;
- there has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Bid or in the awarding of this Contract which is incapable of rectification and that requires this Contract to be terminated;
- the Contractor, when advised that its Proposal has been accepted, has given notice of inability to sign or execute the Contract;
- the Contractor has abandoned its obligations in terms of this Contract;



- g. the Contractor has deliberately furnished inaccurate information in its Bid with regard to its previous experience relating to the Services, or with regard to any other material information; or
- h. the Contractor ceases to carry on business as the Contractor of the Service.

6.10.3 In the event that negotiations between the Department and the Preferred Service Provider/s fail with regard to the conclusion of a Contract, the Department reserves its right not to appoint the Preferred Service Provider/s without incurring any liability to compensate or reimburse the Preferred Service Provider/s.

6.10.4 In the event that the Contractor does not complete Services in terms of this Contract by the Completion Date, the Department may view this as a material breach of this Contract and claim specific performance, and/or damages.

6.10.5 The Preferred Service Provider may be required to enter into a Service Level Agreement (SLA) prior to appointment.

6.10.6 The individuals proposed for professional work on the project shall remain on the project unless the Department grants prior permission to change the team composition. Such permission will not be withheld unreasonably.

6.10.7 The Department reserves the right to terminate the Agreement in the event that no consensus can be reached on the terms and conditions of a subsequent Service Level



**ANNEXURE A**

Applicants are required to complete the below with a **Yes or No**

Does the Data Analytics Solution have the following capabilities?		Yes	No
1.	User account management and roles assigned according to responsibilities and project teams.		
2.	Ability to extract data samples according to specified criteria (random, above a certain value, below a certain value or within certain dates).		
3.	Calculate ratios and select indicators that fail to meet certain pre-defined criteria.		
4.	Verify arithmetic accuracy.		
5.	Stratification of data.		
6.	Tracing of transactions processed on computerised systems.		
7.	Generate reports of test results		

