



RTIA

Road Traffic Infringement Agency

Justice in Adjudication

BID NUMBER:	RFP10/2023/24																				
DESCRIPTION:	TERMS OF REFERENCE FOR THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/ CONSULTANT TO DEVELOP THE BIG DATA STRATEGY FOR ROAD TRAFFIC INFRINGEMENT AGENCY.																				
VALIDITY PERIOD:	120 Days from the closing date.																				
CLOSING DATE:	15 MARCH 2024																				
CLOSING TIME:	11:00am																				
PROPOSALS MUST BE HAND DELIVERED/ COURIERED TO:	Road Traffic Infringement Agency Head Office (at the reception) Waterfall Edge B, Howick Close Waterfall Office Park Bekker Road Midrand 1685																				
ATTENTION:	Supply Chain Management Office: Ms D Matlhoko																				
Enquiries	bids@rtia.co.za and daphney.matlhoko@rtia.co.za																				
Proposals must be deposited inside the RTIA bid box situated at building mentioned above on or before closing date and time.																					
Compulsory Clarification Session: Date: 08 March 2024 Time: 11:00am <table><tr><td>Virtual</td><td>Meeting:</td><td>Join</td><td>Zoom</td><td>Meeting</td></tr><tr><td colspan="5">https://us06web.zoom.us/j/88538193684?pwd=wbaPnBux4OsbjK9b7RH73rRhu4n4.1</td></tr><tr><td>Meeting</td><td>ID:</td><td>885</td><td>3819</td><td>3684</td></tr><tr><td colspan="5">Passcode: 040771</td></tr></table>		Virtual	Meeting:	Join	Zoom	Meeting	https://us06web.zoom.us/j/88538193684?pwd=wbaPnBux4OsbjK9b7RH73rRhu4n4.1					Meeting	ID:	885	3819	3684	Passcode: 040771				
Virtual	Meeting:	Join	Zoom	Meeting																	
https://us06web.zoom.us/j/88538193684?pwd=wbaPnBux4OsbjK9b7RH73rRhu4n4.1																					
Meeting	ID:	885	3819	3684																	
Passcode: 040771																					
COMPANY NAME:																					

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

BID NO: RFP10/2023/24

CLOSING TIME: 11:00

CLOSING DATE: 15 MARCH 2024

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

1. Kindly furnish us with the bid for services reflected on the attached forms
2. Attached please find:
 - 2.1 Authority to sign Standard Bidding Document (SBD's) on behalf of an Entity...Pg3-4
 - 2.2 Invitation to bid (SBD1)Pg5-7
 - 2.3 Pricing Schedule (SBD 3.3)Pg8-9
 - 2.4 Declaration of interest (SBD 4)Pg10-13
 - 2.5 Preference points claim form (SBD 6.1)Pg14-18
 - 2.6 Terms of ReferencesPg19-34
 - 2.7 General Conditions of the contract.....Pg35-50
3. If you are a sole agent or sole supplier, you should indicate your market price after discount to your clients or if that is not possible your percentage net profit before tax in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Each Bid document must be submitted in a separate sealed envelope stipulating the following information: Name and address of the bidder, Bid number and closing date of the bid.
5. Bid proposals must be deposited into the tender box situated Road Traffic Infringement Agency, Head Office (at the reception), Waterfall Edge B, Howick Close, Waterfall Office Park, Bekker Road, Midrand 1685, by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender or bid box on the closing date and time will not be considered.

Yours faithfully

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

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

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

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

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

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

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

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

EXAMPLE OF THE RESOLUTION OF AUTHORITY TO SIGN BIDDING DOCUMENTS

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

MAGEZA ZINTO (Pty) Ltd

By resolution of the Board of Directors taken on 16 June 2023

Mrs K Kodue

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/ CONSULTANT TO DEVELOP THE BIG DATA STRATEGY FOR ROAD TRAFFIC INFRINGEMENT AGENCY.

BID NUMBER RFP10/2023/24

On Behalf of MAGEZA ZINTO (Pty) Ltd

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

NAME AND SURNAME	SIGNATURE

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER: RFP10/2023/24		CLOSING DATE: 15 MARCH 2024		CLOSING TIME: 11:00 am			
TERMS OF REFERENCE FOR THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/ CONSULTANT TO DEVELOP THE BIG DATA STRATEGY							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
ROAD TRAFFIC INFRINGEMENT AGENCY							
WATERFALL EDGE B							
HOWICK CLOSE							
WATERFALL OFFICE PARK							
BEKKER ROAD							
MIDRAND							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		Ms D Matlhoko		CONTACT PERSON		Ms H Kgamanyane	
TELEPHONE NUMBER		087 285 500		TELEPHONE NUMBER		087 285 500	
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS		bids@rtia.co.za/Daphney.Matlhoko@rtia.co.za		E-MAIL ADDRESS			
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	
		☐ Yes ☐ No				☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						☐ YES ☐ NO	

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER.....

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

DATE.....

PRICING SCHEDULE

NAME OF BIDDER: BID NO: RFP10/2023/24

CLOSING TIME 11:00 AM

CLOSING DATE: 15 MARCH 2024

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
		TOTAL: R.....	

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

ROAD TRAFFIC INFRINGEMENT AGENCY AND
WATERFALL EDGE B
HOWICK CLOSE
WATERFALL OFFICE PARK
BEKKER ROAD
MIDRAND

Tel: 087 285 500

Or for technical information –

Ms H Kg Ms H Kgmanyane

Tel: 087 285 500

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



RTIA

Road Traffic Infringement Agency

Justice in Adjudication

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/ CONSULTANT TO DEVELOP THE BIG DATA STRATEGY

1. PURPOSE

The Road Traffic Infringement Agency (RTIA) would like to invite bid proposals from competent service providers to develop the big data strategy for the RTIA.

2. BACKGROUND

In 2021, the Agency decided to prioritize Information Management (IM) as a function within the Agency. This assignment was commissioned as part of the data-based strategic direction of the Agency. Thus, the RTIA business will be anchored on Information Management (IM) to ensure that the chosen strategic plans are informed and supported by empirical data evidence. Secondly, IM is also needed to regularly monitor the impact of road safety management tools, serving as a controlling instrument for the appropriateness of road safety management efforts. Lastly, the IM through data analysis of road traffic and transport contravention will assist with better decisions that will influence driver/operator behavioural change towards road safety and the reduction of road traffic crashes and fatalities. The data analytics will ensure that the RTIA respond to the AARTO problems in a scientific manner.

The big data strategy will guide the agency on how data will be used in practice and what type of data the Agency might need to achieve the specific strategic imperatives.

The internal capacity needed to be supplemented by the external expert in Information Management and Data Analytics, seeing that none of the internal capacity may isolate time to provide the big data strategy that would drive better business strategies and decisions. Contracting a competent service provider will also address the natural shortcomings of inward-looking and not objectively focus on other external factors that may imperil such data strategy's sustainability.

TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY

3. SCOPE OF WORK

3.1 The scope of work entails providing in the main, delivering the big data strategy. This also includes the specifications as follows:

SCOPE OF WORK	SPECIFICATIONS	SKILLS REQUIRED
1. Big data strategy	• Develop and document the big data strategy for the Agency. • Identify and define the business and functional requirements • Identify available data sources and assess the current Enterprise Information Architecture to determine the gap analysis of the existing state and the desired future. • Conduct the Analytics Maturity Assessment to determine the maturity level of the data analytics of the Agency. • Identify, prioritise and document big data use cases that meet the Agency's objectives.	• Experience in data science • Experience in big data analysis • Ability to comply with the project timelines • Experience in providing professional services in both the public and private sector

TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/ CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY

	• Formulate and document the big data roadmap that includes a gap analysis of the data architecture and existing technologies and then reprioritize the planned use cases. • The bidder must transfer skills to the internal project team	• A comprehensive training plan, with clear deliverables and timeframes for each task to be completed.
--	--	--

4. PROJECT DELIVERABLES

Deliverables	Timeframe
1. Big Data Strategy Document	01 October 2024 - 31 December 2024
2. Identify and define the business and functional requirements	01 April 2024 - 30 June 2024
3. Enterprise Information Architecture Assessment report	01 July 2024 - 30 September 2024
4. Analytics Maturity Assessment Report	01 July 2024 - 30 September 2024
5. Big Data Use Cases Priority List	01 April 2024 - 30 June 2024
6. Big Data Roadmap	01 April 2024 - 30 June 2024

5. MANDATORY REQUIREMENTS

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

TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/ CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY

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

5.2 A compulsory questionnaire to be completed by each service provider indicating all areas of speciality/competence as outlined in the scope of work above.

5.3 Bidders are required to attend a compulsory briefing session

6. EVALUATION CRITERIA

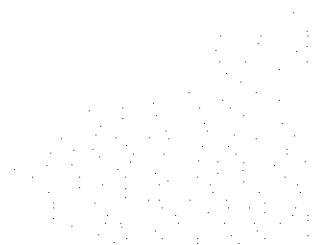
6.1. Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must submit supporting documentation for all functional requirements as indicated hereunder as part of their bid documents. The Bid Evaluation Committee (BEC), responsible for scoring the respective bids, will evaluate and score all bids based on their submissions and the information provided.

6.2. The value score for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

6.3. Functionality will be evaluated based on the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

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

6.5. The applicable values that will be utilized when scoring each criterion ranges from **1 = Poor; 2 = Average; 3 = Good; 4 = Very Good and 5 = Excellent.**



**TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/
CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY**

NB: The below criteria will be used to evaluate per workstream

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
ABILITY AND CAPABILITY	Company experience:	25
	• 6-10 years of experience with the company in the development and documenting of the big data strategy. ➤ 10 years and above experience =5 ➤ 9 years experience =4 ➤ 8 years experience =3 ➤ 7 years experience=2 ➤ 6 years or less experience =1	15
	• Attach at least three (3) reference letters under the client-company letterhead, with contactable details that confirm that the company is successfully managing or has previously managed projects of a similar nature. • The reference letters must state the duration of the project and if the project was successfully completed. • A minimum of 2 reference letters must be from the Republic of South Africa. • a signed referenced letter of confirmation from each organisation where these services have been rendered, for a period not longer than 10 years ago. • Bidders must indicate their years of experience in developing and documenting the big data strategy ➤ 5 letters and above =5 ➤ 4 letters =4 ➤ 3 letters =3 ➤ 2 letters =2 ➤ 1 letter =1	10

TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY

	Human Resources Experience: • The bidder must ensure that, for the duration of the contract, adequate, certified and qualified resources are deployed to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, and industry best practice. • Attach three (3) personnel CVs with skill(s)/experience and qualifications in big data science or IT. • 6-15 years of combined experience in data science or IT. ➤ 10 – 15 years combined applicable experience – Scoring 5 ➤ 9 years combined applicable experience – Scoring 4 ➤ 8 years combined applicable experience – Scoring 3 ➤ 7 years combined applicable experience – Scoring 2 ➤ 6 years or less combined applicable experience – Scoring 1	25
METHODOLOGY AND APPROACH	• Bidders should provide a comprehensive project execution plan covering the entire scope of work, with clear deliverables and timeframes for each task to be completed, • The approach should be well articulated • Attach the project execution plan of each deliverable,	25
	Flexibility in customer service • in terms of turnaround times regarding solving problems that may arise during the execution of the Contract, i.e. contingency plan. • Attach the turnaround times for solving problems;	10
TRANSFER OF SKILLS	Training, skills development plan and transfer of skills • The bidder must transfer skills to the internal project team. • Bidders should provide a comprehensive training plan, with clear deliverables and timeframes for each task to be completed. • The transfer of skills will be executed throughout the contract period and not only at the onset or end of the contract period.	15
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100
MINIMUM REQUIRED SCORE		70

TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY

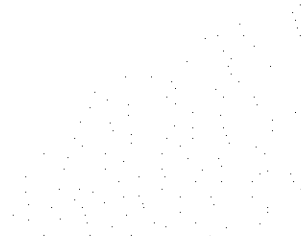
The Bids that fail to achieve a minimum of 70 out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidder **must complete in full all of the TECHNICAL FUNCTIONALITY requirements**.
- (2) The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During the evaluation, RTIA reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".
- (3) The bidders will be rated from 1 to 5 in line with the following evaluation matrix:

Score	Meaning	Explanation
1	Poor response	Does not comply / no evidence / no reference / no information / no inputs / irrelevant response.
2	Average	- Meets three (3) requirements, but not all of the requirements. - Evidence not enough to substantiate the total requirements.
3	Good	- Meets four (4) requirements, but not all of the requirements. - Evidence not enough to substantiate the total requirements.
4	Very Good	- Meets five (5) requirements, but not all of the requirements. - Evidence not enough to substantiate the total requirements.
5	Excellent Response	- Fully meets and complies with the specification requirements. - Evidence substantiates the requirements - Evidence substantiates the requirement. - Additional innovation, best practice standards, benchmark models and better service offerings provided.

- (4) **Minimum threshold.** To be eligible to proceed to the next stage of the evaluation the bid must achieve a minimum threshold score of **70%**.
- (5) **Minimum threshold per functional.** To be eligible to proceed to the next stage of the evaluation must achieve the minimum threshold per functional environment as indicated in the table above.
- (6) RTIA reserves the right to verify information / evidence provided by the Bidder.



**TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/
CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY**

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Company Experience • 6-10 years of experience with the company in the development and documenting of the big data strategy. • Attach at least three (3) relevant reference letters under the client-company letterhead, with contactable details that confirm that the company is successfully managing or has previously managed projects of a similar nature. • The reference letters must state the duration of the project and if the project was successfully completed. • A minimum of 2 reference letters must be from the Republic of South Africa. • a signed referenced letter of confirmation from each organisation where these services have been rendered, for a period not longer than 10 years ago. • Bidders must indicate their years of experience in developing and documenting the big data strategy	Combined 6 years of similar knowledge and experience =1	Combined 7 years of similar expertise and experience=2	Combined 8 years of similar knowledge and experience=3	Combined 9 years of similar knowledge and experience=4	Combined 10 years and over of similar knowledge and experience=5.
Human Resources Experience:	Less than 6 years	Less 7 than years combined	Less 8 than years combined	Less 9 than years combined	Less 10 than years combined experience and 5

**TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/
CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY**

The bidder must ensure that, for the duration of the contract, adequate, certified and qualified resources are deployed to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, and industry best practice. • Attach three (3) personnel CVs with skill(s)/ experience and qualifications in big data science. • 6-15 years of combined experience in data science.	combined experience And 1 relevant CV attached =1	experience and 2 relevant CV attached =	experience and 3 relevant CV attached =3	experience and 4 relevant CV attached =4	relevant CV attached =5
Methodology and Approach • Bidders should provide a comprehensive project execution plan covering the entire scope of work, with clear deliverables and timeframes for each task to be completed, • The approach and methodology should be well articulated • Attach project execution plan of each deliverables	• Project execution plan not provided. • Project Approach & Methodology not provided.	• Project execution plan not provided. • Project Approach & Methodology not provided.	The project execution plan provided • Project Approach & Methodology provided. • Does not clearly indicate how the project execution plan will be implemented. • Does not indicate how quality management practices will be implemented Does not clearly	Project execution plan provided • Project Approach & Methodology provided. • Clearly indicates in detail how the project execution plan will be implemented. • Clearly indicates how quality management practices will be implemented Clearly indicates the project	Project execution plan provided • Project Approach & Methodology provided. • Clearly indicates in detail how the project execution plan will be implemented. • Clearly indicates in detail how quality management practices will be implemented. Also indicates how Quality

**TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/
CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY**

			indicate the project methodology and approach	methodology and approach	Manage Management Approach & Methodology will be continuously refined, in pursuit of improved targets, other than what is specified in this bid specifications. Clearly demonstrates how this will be achieved (e.g. through sample reporting, templates, etc.). Clearly indicates in detail how problems will be prevented).
Flexibility in customer service. - in terms of turnaround times regarding solving problems that may arise during the execution of the Contract, i.e. contingency plan. - Attach the turnaround times for solving problems;.	- Contingency plan not provided. - Turnaround time - to resolve problems not provided.	- Contingency plan provided. - Contingency plan does not clearly indicate how problems will be resolved. - Turnaround time to resolve problems provided. - Does not clearly indicate when	Contingency plan provided - Contingency plan clearly indicates in detail how problems will be resolved. - Turnaround time to resolve problems is provided. - Clearly indicates in detail when the problems	Contingency plan provided - Contingency plan clearly indicates in detail how problems will be resolved. - Turnaround time to resolve problems is provided. - Clearly indicates in detail when the problems	Contingency plan provided - Contingency plan clearly indicates in detail how problems will be resolved . - Also indicates how and clearly demonstrates how this will be achieved (e.g. through sample reporting templates, etc.). - Turnaround time to resolve

**TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/
CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY**

		problems will be resolved		will be resolved	problems is provided. Clearly indicates in detail when the problems will be resolved. Also indicates how and clearly demonstrate when this will be achieved (e.g. through sample
Training, skills development plan and transfer of skills - The bidder must transfer skills to the internal project team. - Bidders should provide a comprehensive training plan, with clear deliverables and timeframes for each task to be completed - The transfer of skills will be executed throughout the contract period and not only at the onset or end of the contract period.	No training or skills transfer plan at all or irrelevant	Training and skills transfer plan is provided	Training and skills transfer plan is provided Tasks / activities / actions to be taken during the project implementation provided.	Training and skills transfer plan is provided Tasks / activities / actions to be taken during the project implementation provided.	Training and skills transfer plan provided Formal sample sign-off document from the Supplier that details monthly progress being made regarding skills and knowledge transfer to the Departments resources during the duration of the project is provided

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

TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY

6.7 Price and Special Goals

Bidders will be evaluated on Price and specific goals. The 80/20 system will be utilised. Bidders will be expected to submit the SBD 6.1 as well for the goals claimed.

Table 1: Specific goals for the tender and points claimed are indicated as 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 be indicated as such. Note to RFQ: The request for quotations must indicate how they claim points for each preference point system).

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

NB: Source documents for claiming of points: Prove of company registration, ID copies of women in the company and their positions, Medical report as well as prove of residence

7. COMPULSORY INFORMATION SESSION

- 7.1. A compulsory Briefing session will be held virtually as detailed in the Advert. The compulsory Briefing session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any Briefing Notes that the RTIA may issue to the Service Providers should be considered part of this project.
- 7.2. Firms may ask for clarification on this ToR or any of its Annexures up to the close of business forty-eight (48) hours before the deadline for submitting bids. Any request for clarification must be

TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY

submitted by email to the Bid Office. Copies of questions and answers will be emailed to all firms that register at the briefing session.

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

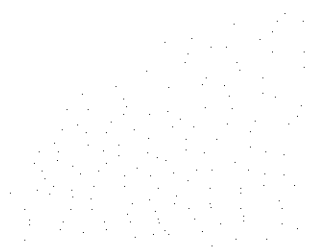
- 8.1.** The successful bidder must obtain prior RTIA approval to sub-contract and amend the sub-contracting arrangements.
- 8.2.** A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorised person.
- 8.3.** A written partnership agreement must accompany a proposal submitted by a partnership.
- 8.4.** A proposal submitted by a consortium or joint venture of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:
 - 8.4.1 the conditions under which the consortium will function;
 - 8.4.2 It is a period of duration;
 - 8.4.3 the persons authorised to represent it;
 - 8.4.4 the participation of the several parties forming the consortium;
 - 8.4.5 the benefits that will accrue to each party; and
 - 8.4.6 any other information necessary to permit a full appraisal of its functioning.

9. SECURITY AND CONFIDENTIALITY OF INFORMATION

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

10. TERMS AND CONDITIONS

- 10.1.** The RTIA reserves the right to amend, modify or withdraw this Terms of Reference (ToR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any Service Provider.
- 10.2.** Neither the RTIA, nor any of its respective officers, nor employees may make any representation or warranty, expressed or implied in this ToR document, and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future.
- 10.3.** The costs of preparing proposals and negotiating the Contract will not be reimbursed.



TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY

- 10.4.** The RTIA also reserves the right to call interviews with short-listed Service Providers before final selection and negotiate the price with the Preferred Service Providers.
- 10.5.** Firms may not contact RTIA on any matter pertaining to their bid from when bids are submitted to the time the Contract is awarded. Any effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner may result in rejection of the bid concerned.
- 10.6.** Bid submission requirements must be completed in sections and appendices provided in the bid document.
- 10.7.** ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT THE NATIONAL TREASURY. More information in this regard is available on www.ocpo.treasury.gov.za. Proof of registration must be submitted together with the technical proposal.
- 10.8.** Bidders may provide additional information deemed important for the RTIA to consider.
- 10.9.** Prospective Bidders must at all times comply with the RTIA's Supply Chain rules and processes with regard to all projects and payments.

11. PAYMENT

- 11.1. Invoice.** At the end of each, the Contractor's Project Manager shall submit a consolidated invoice, certified as correct by the Contractor's Project Manager, showing the actual work performed, hours worked, and manpower inputs for the task and associated costs accompanied by all supporting documents.
- 11.2. Detailed Pricing.** Service Providers must complete the required SBD Pricing documents and ensure that Prices are:
 - 11.2.1 Firm and inclusive of all costs, including disbursements;
 - 11.2.2 Inclusive of VAT, if applicable;
 - 11.2.3. Correctly calculated and identical to the financial proposal;
 - 11.2.4. Pricing should be detailed, with the proper cost breakdown, in line with milestones.

11.3 Fees

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

11.4 Rates

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

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

TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/ CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY

11.5 Payment information

12.5.1 An invoice only becomes due and payable:

- a. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment;
- b. When the invoice is correct regarding calculations, the information contained, banking details and supporting documents.

12.5.2 It is important to ensure that invoices are correctly submitted and reference the project name and Order-Nr.

12.5.3 Non-compliance will delay the payment process.

12. CONTACT DETAILS

Administrative Contact	Technical Contact
Bidding /Quotation Office	Project Manager
Name: Ms Daphney Matlhoko	Name: Ms Helen Kgamanyane
Supply Chain Management	Chief Directorate: PMO, R&D and IM
Tel: 087 285 0500/ 087 287 7996	Tel: 087 285 0500
Email: Bids@rtia.co.za/Daphney.Matlhoko@rtia.co.za	

**TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/
CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY**

ANNEXURE A COMPULSORY QUESTIONNAIRE

Bidders must indicate the speciality they wish to be accredited for on the list below. Failure to indicate will result in disqualification.

Area of Work/ Commodity	Do you wish to apply for the commodity in question? Did you attach supporting documents substantiating for same? Indicate with Yes or No.
Develop and document the big data strategy for the Agency.	
Identify and define the business and functional requirements	
Identify available data sources and assess the current Enterprise Information Architecture to determine the gap analysis of the existing state and the desired future.	
Conduct the Analytics Maturity Assessment to determine the maturity level of the data analytics of the Agency.	
Identify, prioritise and document big data use cases that meet the Agency's objectives.	
Formulate and document the big data roadmap that includes a	

**TERMS OF REFERENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES/
CONSULTANTS TO DEVELOP THE BIG DATA STRATEGY**

gap analysis of the data architecture and existing technologies and then reprioritise the planned use cases.	
• A comprehensive skills transfer training plan, with clear deliverables and timeframes for each task to be completed.	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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

- (d) for each appropriate unit of the supplied goods; performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
-