RTIA
Road Traffic Infringement Authority
Justice in Adjudication

BID NUMBER:	**RFP10/2026/2027**
DESCRIPTION:	**TERMS OF REFERENCES FOR THE APPOINTMENT OF A SUITABLE, REPUTABLE AND WELL-ESTABLISHED INTERNAL AUDIT SERVICE PROVIDER TO ASSIST THE INTERNAL AUDIT UNIT IN A CO-SOURCED CAPACITY FOR A PERIOD OF THREE (3) YEARS.**
VALIDITY PERIOD:	**120 Days from the closing date.**
CLOSING DATE:	**27 JANUARY 2027 at 11:00am**
PROPOSALS MUST BE HAND DELIVERED/ COURIERED TO:	**Road Traffic Infringement Agency** **Head Office (at reception)** **New Road Office Park** **10 Matuka Close** **Midrand** **1685**
ATTENTION:	**Supply Chain Management Office: Mr Kwena G Moloko**
Enquiries	**kwena.moloko@rtia.co.za**
Proposals must be deposited inside the RTIA bid box situated at the building mentioned above on or before closing date and time.	
Compulsory Clarification Session: **Date: 15 JANUARY 2027** **Venue: Online/Visual** **Time: 11: 00am**	
BRIEFING SESSION LINK https://teams.microsoft.com/meet/399212150045481?p=LDgSIzJLvNLT55Uiqe	

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

BID NO: RFP10/2026/2027 **CLOSING TIME:** 11:00am **CLOSING DATE:** 27 January 2027

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

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

2.1 Authority to sign Standard Bidding Document (SBD's) on behalf of an Entity. Pg. 3-4
2.2 Invitation to bid (SBD1) ..... Pg. 5-6
2.3 (SBD 3.3)..... Pg. 7
2.4 Declaration of interest (SBD 4) ..... Pg. 8-11
2.5 Preference points claim form (SBD 6.1) .....Pg. 12-15
2.6 Terms of References Pg.16-28
2.7 General Conditions of the contract Pg.30-43

3. If you are a sole agent or sole supplier, you should indicate your market price after a discount to your clients or if that is not possible your percentage net profit before tax 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 at Road Traffic Infringement Agency, Head Office (at reception), **New Road Office Park, 10 Matuka Close, 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

ELECTRONICALLY SIGNED

MR K MOLOKO

SENIOR PROCUREMENT SPECIALIST: SCM

DATE: 2026/11/26

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 were required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this should 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 the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a r**esolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

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

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

EXAMPLE OF THE RESOLUTION OF AUTHORITY TO SIGN BIDDING DOCUMENTS

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

MAGEZA ZINTO (Pty) Ltd

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

Mrs K Kodue

It has been duly authorized to sign all documents in connection with:

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SUITABLE, REPUTABLE AND WELL-ESTABLISHED INTERNAL AUDIT SERVICE PROVIDER TO ASSIST THE INTERNAL AUDIT UNIT IN A CO-SOURCED CAPACITY FOR A PERIOD OF THREE (3) YEARS.

On Behalf of MAGEZA ZINTO (Pty) Ltd

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

NAME AND SURNAME	SIGNATURE

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROAD TRAFFIC INFRINGEMENT AGENCY					
BID NUMBER:	RFP10/2026/2027	CLOSING DATE:	27 January 2027	CLOSING TIME:	11:00
DESCRIPTION	**TERMS OF REFERENCES FOR THE APPOINTMENT OF A SUITABLE, REPUTABLE AND WELL-ESTABLISHED INTERNAL AUDIT SERVICE PROVIDER TO ASSIST THE INTERNAL AUDIT UNIT IN A CO-SOURCED CAPACITY FOR A PERIOD OF THREE (3) YEARS.**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:

Road Traffic Infringement Agency
Head Office (at reception)
New Road Office Park
10 Matuka Close
Midrand

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
	TCS PIN:		**OR**	CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?						

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		
	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Road Traffic Infringement	CONTACT PERSON	Mr Kwena Moloko

	Agency		
CONTACT PERSON	Mr Kwena Moloko	TELEPHONE NUMBER	
TELEPHONE NUMBER	087 285 0500	FACSIMILE NUMBER	
FACSIMILE NUMBER	NA	E-MAIL ADDRESS	Kwena.moloko@rtia.co.za
E-MAIL ADDRESS	Kwena.moloko@rtia.co.za		

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 ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

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

SBD 3.3

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER:	BID NO.: .....
CLOSING TIME 11:00	CLOSING DATE: 27 January 2027

OFFER TO BE VALID FOR .....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. Period required for commencement with project after acceptance of bid .....

4. Are the price quoted firm for the full period of contract? *YES/NO

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

Item	Price (Annual)
Total (VAT Incl) (annual - Year 1)	**VAT inclusive**
Total (VAT Incl) (annual - Year 2)	**VAT inclusive**
Total (VAT Incl) (annual - Year 3) incl. escalation - %	**VAT inclusive**
Total (VAT inclusive) (Over 3 years)	**VAT inclusive**

....

Signature Date

....

Position Name of Bidder

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

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

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

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

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

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[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.

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

SBD 6.1

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

COMPETETIVE BID PROCESS UP TO R 50 000 000)

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

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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 up to R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) Either the 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.

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Who had no franchise in national elections before the 1983 and 1993 Constitution	8	
Who is female	3	
Who is Military Veterans	3	
Who has a disability	2	
Specific goal: Youth	2	
Locality: (Promotion of South African owned enterprises)	2	

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 Authority
Justice in Adjudication

New Road Office Park, 10 Matuka Close, Midrand | P O Box 6341, Halfway House, 1685
Tel: +27 87 285 0500 | Fax: 086 263 6504 | www.rtia.co.za

REQUEST FOR PROPOSALS

RFP10/2026/27: TERMS OF REFERENCES FOR THE APPOINTMENT OF A SUITABLE, REPUTABLE AND WELL-ESTABLISHED INTERNAL AUDIT SERVICE PROVIDER TO ASSIST THE INTERNAL AUDIT UNIT IN A CO-SOURCED CAPACITY FOR A PERIOD OF THREE (3) YEARS.

Board of Directors: Mr BM Ramokhele (Chairperson), Mr M Moloi (Registrar), Adv. NN January, Mr SJ Keswa, Prof. D Khosa, Dr MJ Mashinini, *Mr L. Sakata, Adv. MLT Bilikwana (Company Secretary)

*NPA Representative

RFP10/2026/27: TERMS OF REFERENCES FOR THE APPOINTMENT OF A SUITABLE, REPUTABLE AND WELL-ESTABLISHED INTERNAL AUDIT SERVICE PROVIDER TO ASSIST THE INTERNAL AUDIT UNIT IN A CO-SOURCED CAPACITY FOR A PERIOD OF THREE (3) YEARS.

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RFP10/2026/27: TERMS OF REFERENCES FOR THE APPOINTMENT OF A SUITABLE, REPUTABLE AND WELL-ESTABLISHED INTERNAL AUDIT SERVICE PROVIDER TO ASSIST THE INTERNAL AUDIT UNIT IN A CO-SOURCED CAPACITY FOR A PERIOD OF THREE (3) YEARS.

1. PURPOSE

The purpose of this bid is to appoint a suitable, reputable, and well-established Internal Audit service provider to assist the Internal Audit unit in a co-sourced capacity for a period of three (3) years.

2. SCOPE OF WORK

The primary objective of procuring a suitably qualified and experienced service provider as a co-sourcing partner is to strengthen and enhance the capacity, technical expertise, and overall effectiveness of the Internal Audit Function through the provision of specialised audit skills, additional resources and professional support in the execution of the approved risk-based Internal Audit Plan.

The co-sourcing arrangement is intended to complement the existing Internal Audit team by providing additional capacity and specialised expertise to ensure that planned audit engagements are executed effectively, efficiently and within approved timelines, in accordance with the PFMA, Treasury Regulations, applicable regulatory requirements and the IIA Global Internal Audit Standards.

1) The successful internal audit service provider will audit selected activities under the direction of the CAE which are in line with the definition of internal auditing as defined by the Institute of Internal Auditors (IIA).

2) Provide RTIA with skilled auditors and supervisors to conduct internal audit projects according to the approved internal audit plan that may include the following areas:

   - Internal Audit: Assurance and Advisory.
   - Enterprise Risk Management Reviews.
   - Information Technology (IT) audits and IT advisory services.

3) Assist with reviewing of the action plans and follow up on action plans that will be compiled by management. This includes previous Internal Audit reports, External Audit reports and IT audit reports. This will be done with the intent of improving controls within the RTIA.

4) Transfer of skills to RTIA Internal Audit staff including Skills transfer plan.

5) Value added services and Technology: Bidders should state value added services they propose to bring to RTIA and the use of CAATs in performing internal audit work.

6) Assist RTIA in maintaining effective and efficient controls by evaluating the controls and developing recommendations for enhanced improvement.

7) The controls subject to evaluation should encompass, amongst other, the following:

   - The Information system environment.
   - The reliability and integrity of financial and operational information.
   - The efficiency and effectiveness of operations.
   - Safeguarding of assets; and
   - Compliance with laws, regulations, and controls.

8) Assist RTIA in achieving objectives by evaluating and developing recommendations for the enhancement or improvement of the process through which:

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

The following are requirements for successful service providers to note:

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

3. TECHNICAL PROPOSAL CONTENTS

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

- Capacity and experience (internal audit in Public Sector Service) of the service provider must have a minimum of 5 to 10 years of experience in Internal Audit and IT Audit in the public sector.
- Professional details (membership), Qualifications and detailed CVs of the assigned staff to this contract.
- Public Sector experience (exposure specific to internal audit) and specialised fields i.e., IT audit, performance information Audits, risk management, etc.
- Must have at least five (5) contactable letters of references where similar services were previously provided (for the past ten (10) years) detailing the nature of the contract.
- Quality assurance programme for the audit work.
- Demonstrate internal audit multi-project management.
- Coordination with in-house internal audit function.
- Willingness of key personnel to be vetted where there is a need.
- Internal Audit methodology.
- ICT Internal Audit methodology.
- The service provider shall furnish such additional information that the RTIA may reasonably require.

PROPOSAL MUST ADDRESS THE FOLLOWING:

4. REQUIREMENTS FOR THE SERVICE PROVIDER SPECIALISTS AND TEAM COMPOSITION

4.1 IT Audit Specialist Team Composition and Experience:

- IT Audit Manager must have a minimum of five (5) years managerial experience, and the minimum mandatory experience of each auditor assigned to the audit project must be at least five (5) years' experience in the IT audit field.

No.	Designation	Qualifications	Experience	Professional Bodies	No. of Positions
1.	Audit Project Manager	B. Com Internal Auditing or B.Sc. Information Systems degree or equivalent	Minimum of five (5) years managerial experience	Certified Information Systems Audit (CISA) professional qualification	1
2.	Senior IT Auditors	B. Com Internal Auditing or B.Sc. Information Systems degree or equivalent	Five (5) years' experience in the IT audit field	CISA qualification for these proposed auditors will be advantageous.	3

NB: The Audit Project Managers must be identified by name(s) for each of the IT Audit Projects.

- The audit team composition must provide expertise through a proven track record in the areas of:

(a) General and application controls (mandatory for all proposed audit specialists excluding for the Business Continuity and Network Operations specialists.
(b) Business Continuity.
(c) Network Operations.
(d) IT project reviews including project finances, IT project plans, and related project records and deliverables.
(e) Legislative and National Treasury requirements applicable to projects; and
(f) ICT Security (including Cyber Security).

4.2 Internal Audit Specialist Team Composition and Experience:

- Internal Audit Manager must have a minimum of five (5) years managerial experience, and the minimum mandatory experience of each auditor assigned to the audit project must be at least five (5) years' experience in Internal Auditing Assurance and Advisory.

No.	Designation	Qualifications	Experience	Professional Bodies	No. of Positions
1.	**Audit Project Manager**	B. Com Internal Auditing or equivalent	Minimum of five (5) years managerial experience in managing Internal Audits projects	Certified Internal Auditor (CIA) or Chartered Accountant (CA)	1
2.	**Senior Internal Auditors**	B. Com Internal Auditing degree or equivalent	Five (5) years' experience in the Internal Audit field	CIA/CA/PIA or IAT qualification for these proposed auditors will be advantageous	4

5. DELIVERABLES

The successful bidder to report directly to the CAE and shall conduct/prepare reports as have directed. In carrying out its support functions to the CAE, the appointed bidder shall produce the following:

- Prepare for approval by the CAE, a plan indicating detail of budgets and timeframes and the detail scope of the allocated internal audit projects and IT audits.
- Monthly progress reports against the approved internal audit plan.
- Submit audit reports after finalisation of projects signed by project director and submit to the CAE.
- Submit audit files of all projects to the CAE after finalisation of the audit projects within a week.
- Prepare reports for the Audit and Risk Committee meetings as and when required by the CAE.
- The successful bidder is to ensure that the co-sourced internal audit support is conducted in accordance with standards as set by the Institute of Internal Auditors and the RTIA internal audit methodology.
- Transfer of skills to RTIA Internal Audit staff.

6. DURATION / COMMITMENT PERIOD

- The total duration of the project is for a period of three (3) years from the date of signing the Service Level Agreement (SLA).
- An assessment will be performed annually on the work done by the service provider.
- The co-source hours will be determined by the Internal Audit Plan that is approved by the Audit and Risk Committee.
- RTIA has the right to amend the hours allocated for projects to be audited.

7. MANDATORY REQUIREMENTS

Phase 1: This phase is not scored and bidders who fail to comply with all the mandatory criteria requirements stipulated below will be disqualified.

(a) Proof of membership with the professional bodies for all project team members as below (Please submit valid certified copies):

- **Institute of Internal Auditors South Africa (IIASA); and**
- **Information Systems Audit and Control Association (ISACA).**

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

(c) Bidders are required to attend a compulsory briefing session.

8. EVALUATION CRITERIA

Phase 2: Functional / Technical Evaluation

8.1 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.

8.2 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.

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

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

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

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. ABILITY AND CAPABILITY	**Company experience:** minimum of 5 to 10 years of experience in Internal Audit and IT Audit in the public sector. **NB: The content of the reference letters/testimonials must indicate the type of services rendered and period of the project as well as the magnitude of the project. Appointment Letters and Purchase Orders will be considered as proof of experience:** Above 10 years = 5 8 - 9 years = 4 7 – 8 years = 3 6 - 7 years = 2 5 - 6 years = 1	30
Have letters of references where similar services where previously provided in the last ten (10) years detailing the nature of the contract and provide contact details:	**Have five (5) reference letters of evidence of similar work conducted combination of Internal Audit and IT Audit in the public sector and will be evaluated as follows:** • *5 letters attached = 5* • *4 letters attached = 4* • *3 letters attached = 3* • *2 letters attached = 2* • *1 letter attached = 1*	10
Experience, Qualifications and Skills of Managers: **Summarised CVs of the managers which should highlight the relevant experience in similar project and qualifications.**	CVs including qualifications of managers for the respective roles will be evaluated as follows: **5 to 10 years of experience for key project managers. (Attach CVs and certified copies of their qualifications)** • 10 years and above management experience = 5 • 8 - 9 years management experience = 4 • 7 - 8 years management experience = 3 • 6 - 7 years management experience = 2 • 5 - 6 years management experience = 1	10
Experience, Qualifications and		

Skills of Resources of Project Staff: **Summarised CVs of the proposed team members/consultants which should highlight the relevant experience in similar project and qualifications.**	CVs including qualifications of project team as well the respective roles they will be evaluated as follows: **5 to 10 years of experience for all project staff (Senior Auditors). (Attach CVs and certified copies of their qualifications)** • 10 years and above combined experience of project team = 5 • 8 - 9 years' experience of project team = 4 • 7 - 8 years' experience of project team = 3 • 6 - 7 years' experience of project team = 2 • 5 - 6 years' experience of project team = 1	10
2. SKILL TRANSFER	Skills transfer plan (Please attach a detailed plan on how you will be transferring skills to the in-house Internal Audit team)	10
3. METHODOLOGY	The proposal should include frameworks, tools and methodologies used. Internal Audit (20 points), IT Audit (10 points), including IT audit approach relating to: • BCP &DRP • Information security management/cybersecurity	30
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		**100**

Bidders that fail to achieve a minimum of **80** points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

9. PHASE 3 – EVALUATION INTERMS OF 80/20 PREFERENCE POINTS SYSTEM

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points 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.	8		

II. Who is female	3		
III. Who are Military Veterans	3		
IV. Who has a disability	2		
V. Specific goal: Youth	2		
VI. Locality	2		

9.1 The above table will be used to calculate the points out of 20 for the preference points for this project.

NB: Source documents for claiming of points: Prove of company registration (CSD and CIPC), ID copies of women in the company and their positions, medical report as well as proof of residence.

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

9.3 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points.

9.4 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for HDI'S the contract will be awarded to the bidder scoring the highest for functionality.

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

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

10. COMPULSORY INFORMATION SESSION

10.1 A compulsory Briefing session will be held **visually (online)** on the 15th January 2027 at 11:00am as detailed in the Advert, **no bidders will be allowed to join after 11:15am**. The compulsory Briefing session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any Briefing Notes which may be issued by the RTIA to the Service Providers should be considered as part of this project.

10.2 Firms may ask for clarification on these 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.

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

11.1 The successful bidder must obtain prior RTIA approval to sub-contract, and/or amend the sub-contracting arrangements.

11.2 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.

11.3 A proposal submitted by a partnership must be accompanied by a written partnership agreement.

11.4 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:

11.4.1 the conditions under which the consortium will function.
11.4.2 its period of duration.
11.4.3 the persons authorised to represent it.
11.4.4 the participation of several parties forming the consortium.
11.4.5 the benefits that will accrue to each party; and
11.4.6 any other information necessary to permit a full appraisal of its functioning.

12. SECURITY AND CONFIDENTIALITY OF INFORMATION

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

13. TERMS AND CONDITIONS

13.1 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.

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

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

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

13.5 Firms may not contact RTIA on any matter pertaining to their bid from the time when bids are submitted to the time the Contract is awarded. Any effort by a Service Provider to influence

bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.

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

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

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

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

14. PAYMENT

14.1 **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.

14.2 **Detailed Pricing** - the Service Providers must complete the required SBD 3.3 Pricing documents and ensure that Prices are:

14.2.1.1 Firm and inclusive of all costs, including disbursements;
14.2.1.2 Inclusive of VAT, if applicable.
14.2.1.3 Correctly calculated and identical to the financial proposal;
14.2.1.4 Pricing should be detailed, with proper costs breakdown.

14.3 **Fees** - Domestic hotel accommodation may not exceed R 1 440, inclusive of VAT per night per person. (incl. dinner, breakfast and parking), air travel must be restricted to economy class, and travel claims per kilometre may not exceed the rates approved by the Automobile Association of South Africa.

14.4 **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:

14.4.1 The 'Guidelines for fees' issued by South African Institute of Chartered Accountants (SAICA).

14.4.2 The "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or

14.4.3 Based on the body regulating the profession of the Consultant.

14.5 Payment information

14.5.1 An invoice only becomes due and payable:

(a) When the Project Manager signs off on the specific deliverable and submits the invoice for payment.

(b) When the invoice is correct with regards to calculations, information contained, banking details, and supporting documents.

14.5.2 It is important to ensure that invoices are correctly submitted and reference the project name, and Order Number.

14.5.3 Non-compliance will delay the payment process.

15. CONTACT DETAILS

Administrative Contact	Technical Contact
Supply Chain Management	**Project Manager**
Name: Kwena Moloko	Name: Keobakile Pooe
Tel: 087 287 7994	Through SCM
e-Mail: Kwena.Moloko@rtia.co.za	Through SCM

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods:

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

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

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 (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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