

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NT002-2022	CLOSING DATE:	18/02/2022	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE ONLINE BUDGET DATA PORTAL (INCLUSIVE OF ICT TECHNICAL DEVELOPMENT AND INTEGRATED COMMUNICATION) THROUGH EXTENSIVE ENGAGEMENT WITH CIVIL SOCIETY USING AN AGILE METHODOLOGY A PERIOD OF EIGHTEEN (18) MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE FOLLOWING ADDRESS:

TENDER INFORMATION CENTRE (TIC)
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
240 Madiba Street , Pretoria, 0001

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]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> 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	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER 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	National Treasury	CONTACT PERSON	Prudence Cele
CONTACT PERSON	Thivhileli Matshinyatsimbi / Koena Mapotse / Taetso Thobejane	TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Prudence.Cele @Treasury.gov.za
E-MAIL ADDRESS	thivhileli.matshinyatsimbi@treasury.gov.za / Koena.Mapotse@treasury.gov.za / Taetso.Thobejane@Treasury.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p> <p>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.</p> <p>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.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>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.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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

TERMS OF REFERENCE
PHASE 2 DEVELOPMENT OF VULEKAMALI ONLINE PORTAL

Name of Client	Budget Office
Name of Project	Online budget data portal
Contracting Authority	Budget Office, National Treasury
Project Purpose	NT002-2022: APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE ONLINE BUDGET DATA PORTAL (INCLUSIVE OF ICT TECHNICAL DEVELOPMENT AND INTEGRATED COMMUNICATION) THROUGH EXTENSIVE ENGAGEMENT WITH CIVIL SOCIETY USING AN AGILE METHODOLOGY A PERIOD OF EIGHTEEN (18) MONTHS

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ToR for phase 2 development of Vulekamali online budget portal

1 Introduction

The National Treasury in partnership with [IMALI YETHU](#) is seeking a service provider that will develop phase 2 of Vulekamali budget portal. The online budget data portal project forms part of National Treasury's commitment to budget transparency and citizen participation in the budgeting process.

2 Background

Post 1994 South Africa has placed high value on budget transparency and as a result it is ranked high in international transparency assessments. In the most recent Open Budget Survey (2019), South Africa ranked joint first in the world with New Zealand. National Treasury is committed to constantly improving the budget process in order to maintain its international reputation as a global leader in budget transparency.

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

Completed stages

Stage 1: Data currently available within the National Treasury as well as budget-related data within the domain of civil society organisations

Stage 2: Local and internationally released data available such as data on GDP and IMF world economic data

Stage 3: Wider government institutional information, including performance information, with links to other already established databases and datasets provided by other national institutions

Stage 4: Spatial data providing a view of budget-related information at various spheres of government

Concept note and consultation on data portal

In order to advance this project, National Treasury prepared a data portal phase 2 concept note. The proposal is the result of consultation with civil society organisations (CSOs) and reflects a joint position on the way forward. Phase two of the Vulekamali online budget portal is particularly important as South Africa pursues greater public participation in the budget process. In the absence of an alternative platform it provides a cost-effective way for government to engage with citizens and civil society organizations, allowing a more user-friendly interface, well-illustrated budget-related information, including by spatial area. Moreover, it is in line with Government's approach to the 4th Industrial Revolution agenda

ToR for phase 2 development of Vulekamali online budget portal

and Open Government Partnership (OGP) commitments as outlined by the Presidency. The team will seek to collaborate with telecommunication companies to increase access.

The next phase would aim to strengthen links between budget and performance data sets with a focus on:

- *Run a dedicated openspending instance for Vulekamali- hosted on GIFT infrastructure*
- *Hosting and maintenance vulekamali portal*
- *Migration plan for open-spending to be hosted on a National Treasury platform*
- *Implementation of IT project*
- *Procurement data (continuation from phase 1)*
- *Performance monitoring data (continuation from phase 1)*
- *BAS/In-year data (continuation from phase 1)*
- *Infrastructure monitoring and geospatial infrastructure mapping (continuation from phase 1)*
- *Further development of budget literacy and civic empowerment component*
- *User interactivity/ service delivery monitoring*
- *State Owned Enterprises and Public Entities*

Given the complexity of the project, the phase 2 concept note proposes that the portal be developed in stages. The different development stages are essentially distinguished by the scope of data made available in each stage.

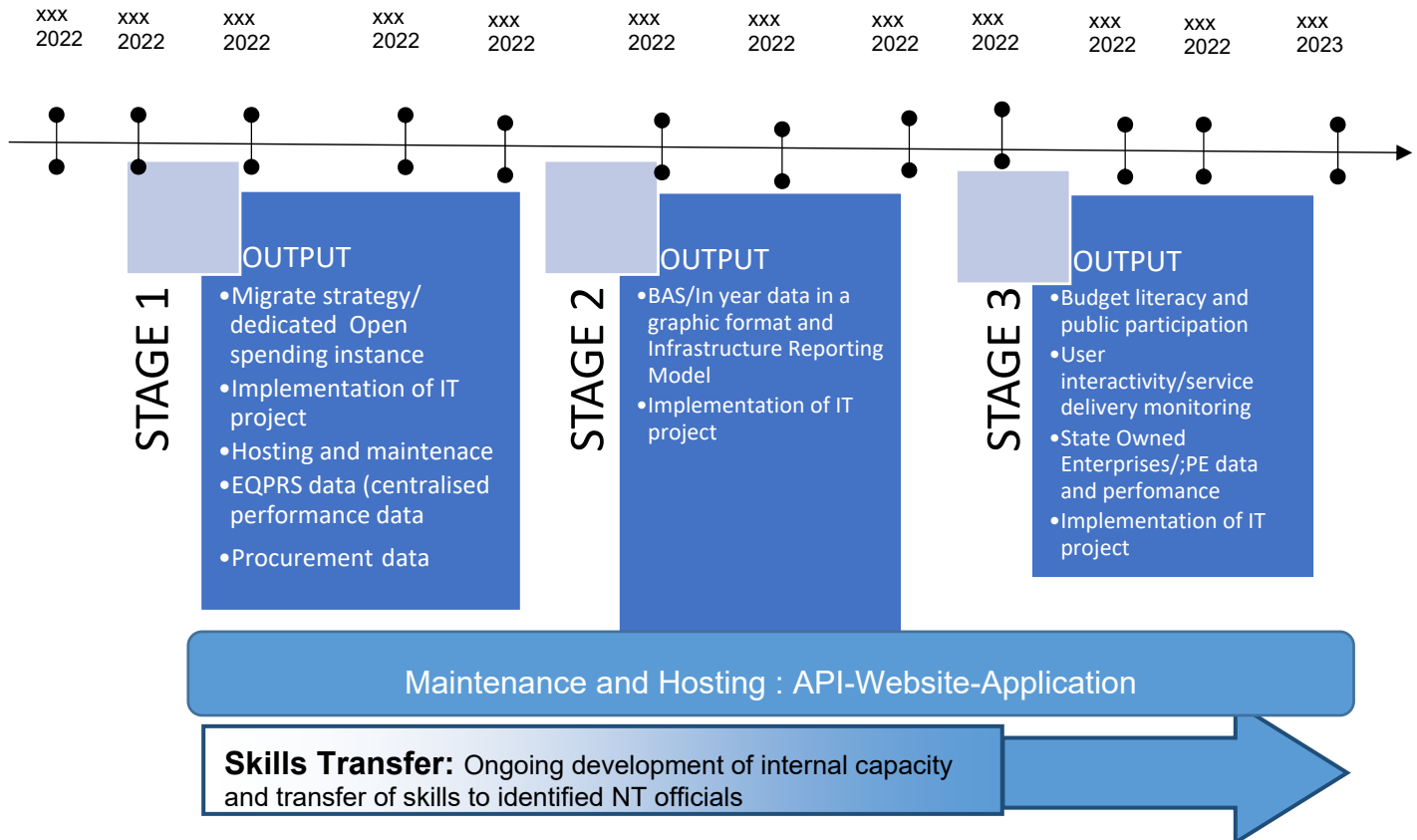
3 Related Initiatives

The global initiative for fiscal transparency (GIFT) is a global network that facilitates dialogue between governments, civil society organisations, private sector and other stakeholders to find and share solutions to challenges in fiscal transparency and participation. South Africa participates in the GIFT network and GIFT has extended its support to connect the South African online budget data portal project team with other officials from other countries who are working on budget data portals. There are other open source data initiatives worldwide which have similar objectives, and GIFT has formed a community of practice. South Africa continues to leverage on the networks formed through such platforms and using the experience gained in phase 1 of the project.

The purpose of this project is to develop an API and web-based platforms to make existing budget data of national and provincial governments more accessible and user friendly. The development of the portal is in partnership with CSOs and engagements must be incorporated in the project plan. The project will have to develop through the line communication products and incorporate extensive consultations. It is envisaged that the project will proceed in stages (see figure 1 below for a graphic illustration of the stages):

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- Stage 1: Migration strategy of open spending to a NT hosted service (with interim solution- run a dedicated openspending instance); the open spending platform that allows for graphic illustrations on the home page is provided for using datopian facility. GIFT our network partners are moving the platform to a GIFT website and because the National Treasury is not hosting the South African portal inhouse, technical glitches have surfaced with the long term solution being to migrate from the GIFT platform to National Treasury infrastructure. There will be financial implications to ensure continuity beyond datopian. The National Treasury ICT team can provide an interim solution however, there will be development work required for the migration.
- Government wide information, including performance information and procurement information. There are various sources of this data. It is important to maintain the focus on the custodians; that is the Department of Planning, Monitoring and Evaluation (DPME), the Office of the Chief Procurement Officer (OCPO) and line departments [data repository with currently existing data; middleware; electronic quarterly reporting system; and collaboration platform].
- Stage 2: BAS and Infrastructure Reporting Model (IRM) presented in an easily accessible format
- Stage 3 Further budget literacy and civic empowerment to enable user interactivity service delivery monitoring. Provide a centralised data on public entities and state owned enterprises



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3.1 Project Beneficiaries

The online budget data portal should be freely accessible to anyone. The envisaged user groups include: citizens, civil society organisations (CSOs), journalists, researchers and academics, government officials, and politicians. In approaching the project, the service provider should consider how the online budget data portal features cater to these different user groups. The primary audience intended is South African citizens, however it is envisaged that there will be international interest too, as several countries have similar fiscal transparency initiatives underway.

4 Request for assistance

4.1 General

It is expected that the service provider will compile a package of support, with relevant skills/abilities to deliver on all the aspects of the project.

4.2 Main tasks to be performed

Considering stages 1-3, the specific tasks are:

- Develop an application programme interface (API) and ensure that the raw data is available via the API in a user-friendly format.
- Develop open spending dedicated instance for vulekamali.
- Build an easily accessible, user friendly online budget data portal where budget related documents and guidance material can be brought together in a single location in a way that is educative and interactive; this will include facilitating and developing the mockups that will be assessed towards the final portal.
- Develop a strategy to promote the portal on social media platforms and implement a project communications campaign in partnership with the National Treasury Communications Unit. The strategy in place requires that all publications be approved by the National Treasury communications unit. Currently information is published in the portal, youtube, and shared on twitter and facebook.
- Undertake ongoing hosting and maintenance arrangements.
- Develop internal capacity and transfer of skills to identified officials of National Treasury, to fully take over the function by end of contract term .
- Provide data updates, as and when required.

4.3 Development approach

Many IT projects that use the traditional waterfall approach of extensive design upfront do not work well, are delivered late, or are over budget. The National Treasury seeks an agile approach to this project. The iterative **agile** approach of development in rapid cycles would allow data to be made available in the phased manner that is sought. The agile development principles that encourage active 'user' involvement throughout the product's development are also ideal for this project, because it will serve to ensure that the data provision is responsive to user needs. It is desired that stakeholders inputs will be incorporated into the IT development in order to ensure product development alignment to user needs.

The key national and provincial budget data to be included in the API data portal. The national data is available in a SQL database, while most of the provincial data is in Excel

ToR for phase 2 development of Vulekamali online budget portal

spreadsheets. Centralised Performance information and procurement data depicted in a user-friendly manner on the online budget portal. Performance information is available in Excel format in the electronic quarterly performance system. Procurement data can be made available in excel format.

Proposals should explore the interoperability between the online budget data portal, the Municipal Money portal, the procurement portal of the Office of the Chief Procurement Officer and any other appropriate data portals; duplication should be avoided.

Proposals should explore how lessons from other countries would be incorporated and whether any of the portal packages which the Global Initiative for Fiscal Transparency has profiled, could be utilised for South Africa's online budget data portal project.

Civil society organisations will continue as partners in the development of the online budget portal project. The support offered is as follows: co-designing the interactive and education engagements, co-authoring civic information guides and inputs into engagements regarding portal design and data analysis that is of highest interest. Broader Civil Society feedback will however also be required during the course of the project.

4.4 Reports

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

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

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5 The expected outputs and outcomes

Planning phase		
1	IT project plan with high level timeline	An integrated project plan developed and signed off by key counterpart and project sponsor. The project plan should outline roles and responsibilities, timelines and milestones. The IT development and the strategy to promote the portal should be aligned.
	Strategy to promote the portal on social media platforms	
2	Stage 1: Hosting and Maintenance of Vulekamali Portal	
	<p>Migration Strategy Run a dedicated OpenSpending instance Implementation of IT project</p> <p>Assess API: API ver 1 (Interface with Open Spending new platform)</p>	<p>Remove the dependence on international infrastructure for hosting and reduce the risk to the portal Budget data made available in an Application Programme Interface</p>
3	Stage 2: Current OCPO and DPME Performance data made available	
	<u>Making current data available to target audience and promoting the use of the information, through newsletter and social media updates</u>	
	<p>Engage with relevant OCPO and Department of Planning Monitoring and Evaluation officials</p> <ul style="list-style-type: none"> Procurement data related to public-private partnership (PPPs) to complement existing IRM data Business Intelligence Reports Linking of stages in the Procurement Guide currently available to real, up-to date procurement data per stage Assessment of feasibility of implementation of open contracting data standards (OCDS) of OCPO tender portals Data sets at each contracting stage including: deviations, expansions, blacklisted/restricted suppliers Publication of supplier spend data from OCPO to complement performance plans and support oversight and monitoring 	User friendly informative procurement data
	<p>The publication of performance data was a component of Phase 1. The following data requirements build on that and will require further engagements of partner departments:</p> <ul style="list-style-type: none"> Publication of eQPRS data via vulekamali Publication of provincial performance data as per reports submitted to IGR of National Treasury Development of a dataset guide for infrastructure project data Linking current Performance Guide to real, up-to date performance data at each stage Inclusion/regular publication of all provincial Section 32 (in-year) publications in excel and PDF formats¹ Publish visualisations of performance data based on user feedback on priorities 	Centralised user friendly informative performance data

¹ Value add for [data currently available](#) via National Treasury website - can be linked to Performance Guide available on VM and linked to relevant in-year budget data

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Planning phase		
	Attend Steering Committee meeting	Obtain guidance from Steering Committee on the presentation of data to make available in API version
	Assess API: API ver 1 (Interface with Open Spending new platform)	Budget data made available in an Application Programme Interface
	Performance and procurement mockup with live data	Presentation containing portal mock up
	Assess inter-operability of performance and procurement data sets	Inter-operability assessed
4	Stage 2: BAS/Vulindlela data quarterly data	
	<u>Additional data and analysis</u>	
	<ul style="list-style-type: none"> • BAS/Vulindlela data quarterly data • Quarterly aggregate downloads of national BAS data via Vulindlela known as an In Year Monitoring Reports o (IYM) were made available on Vulekamali during Phase 1. The approval for release of the BAS/IYM data happened late in Stage 3 of Phase 1. The publication of the IYM reports can be significantly bolstered by the following interventions in Phase 2: • Improving the accessibility and usability of the data: analysing the quarterly IYM reports requires an intermediate ability to use Microsoft Excel. • Providing provincial BAS data as the current IYM reports are restricted to the national government sphere • Integration of IYM data: as with ENE, EPRE and expenditure data, BAS data could be integrated onto the portal so that members of the public who are not able to use the Excel spreadsheet can still see the data. 	Visualised in year data
	Enhancement of Infrastructure monitoring and geospatial infrastructure mapping	

A performance assessment will be undertaken upon completion of stage 1 and 2. Should the performance be deemed satisfactory by the steering committee, go ahead can be provided by Budget Office management to proceed with Stages 3. The performance assessment will be based on the Project Quality Triangle elements of scope, quality and time. The Steering Committee will assess if delivery has proceeded in line with the scope, quality levels and timelines outlined in the Terms of Reference.

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5	Stage 3: Budget literacy and civic empowerment	
	<u>Data stories and broader civic engagement</u>	
	<ul style="list-style-type: none"> • User interactivity/ service delivery monitoring • User interactivity is an important aspect of the portal given the focus on supporting the participation of the public in national budget discussions. The development of user-focussed forums and data/analyses contributions was undertaken in Phase 1. However - uptake has been mostly limited to current project partners and revision of the design to incorporate principles of user-centred design is necessary. In Phase 2 - the following should be prioritised to address current limitations: <ul style="list-style-type: none"> • Development of online data visualisations for user-contributed data and analyses • Development of a learning resource hub containing multimedia, multilingual budget literacy, economic 101 explainers, budget analysis support • Development of 'train the trainer' online materials to support broader civic literacy on key fiscal and budget topics. Targeted resources for learners, university students, academics • Determination of user needs building on/updating Phase 1 user input 	<p>learning hub developed</p> <p>'Train the trainer' material developed in collaboration with National Treasury and CSOs, signed off by Steering Committee</p>
6	State Owned Enterprises and Public Entities	
	Inclusion of public entities data in the portal	Centralised public entities data
	Data updates to API and portal	API and portal and any other products maintained with new data as it is available
7	Internal Capacity and Skills Transfer	
	Nomination of official(s) to manage the updates and maintenance activities of the portal beyond the project timeline	Official(s) identified within National Treasury and appointed for development of internal capacity and skill
	Ongoing skills transfer programme	Programme developed and identified official(s) undergoing the necessary development
8	Project Maintenance and data updates costs	
	Hosting and maintenance of API and portal, other products	Hosting and maintenance of API and portal
	Data updates to API and portal -support	API and portal and any other products maintained with new data as it is available
	Any other costs	Costs other than data updates, maintenance and hosting specified

6 Assumptions and Risks

6.1 Assumptions

It is assumed that the service provider will:

- **Have a programmer who is able to use "python" language of programming**
- Put together a skilled team to deliver on the project.

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- Identify a senior lead and counterpart who will be responsible for addressing all aspects of the project and be in a position to improve, adjust and refine the nature or quality of the support provided in line with requests from the steering committee or project manager.
- Provide information required for a smooth hosting transition
- In line with the partnership approach, deliver the project together with civil society organisations and National Treasury as the partners.
- Utilise an Agile IT approach for this project.

The service provider may assume:

- National reasury ICT support
- Availability of National Treasury officials and Civil Society Organisation partners for progress meetings and Steering Committee meetings at the scheduled dates.
- That documentation and data required for utilization in engagements will be made available by National Treasury officials and Civil Society Organisations.
- Availability of other stakeholders for meetings and engagements.
- Accessibility to senior management for decision making.

Access of data

Data to be used in the portal is already available in the government systems and the National Treasury team will facilitate access to the information.

6.2 Risks

The following risks have been identified:

- The National Treasury systems not being compatible with the portal
- The intention of OGP Commitment is to enhance current citizen participation in budget processes. A technical platform serves to better highlight budget data and processes, enhancing citizen participation, but does not bring it about. Therefore careful thought should be given to the aspect that entails the development of the user interactivity.
- Stage 3 entails work where some of the data is not within National Treasury's databases, but is with other departments and public entities.
- The Department of Performance Monitoring and Evaluation, is a key department in relation to performance data and the sustainability cannot be guaranteed.
- Capacity constraints to provide procurement data

7 Required Expertise

It is expected that the service provider will compile a package of support, which can include a consortium with relevant skills/abilities. The areas of expertise that this project requires relate to:

- **Project manager**
- **Senior Developer -programmer**
- **Business analyst**

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

- The project manager/lead should have:
 - relevant business analysis and project management experience
 - strong to expert experience in dealing with users to determine the flow of information
 - a demonstrated ability to run communication campaigns, launches and undertake events management
- The programmer / development specialist(s) should have:
 - relevant experience in Microsoft SQL server
 - a solid background in information science, data mapping and interfaces, development platforms, data warehousing and cell phone apps
 - at least three years of demonstrated experience in defining and mapping data interfaces and the development of cell phone apps
 - Should have expert experience programming using python programming language
- The business analyst should have:
 - The ability to use both business and technological tools to evaluate operations systems to better design improvement
 - desktop publishing skills including the requisite skills to develop infographics
 - The analytical skills to evaluate business systems and end-user requirements for a particular system.
 - The knowledge and ability to bridge the gap between the IT department, technical solutions, and project objectives.
- Team members should have strong technical backgrounds and an interest to improve the flow and storage of information collected by different stakeholders.
- It would be advantageous if the team has experience in creating software for fiscal transparency and public accountability purposes.
- Previous experience in dealing with different stakeholders from different backgrounds would be an advantage.
- Ability to work successfully on projects delivered through partnership arrangements and participatory action research would be beneficial.

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

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

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7.1 PROPOSAL SUBMISSION REQUIREMENTS

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

Proven experience in development of online portal for government. Understanding of budget/fiscal data. A social media strategy for three stages of the project, the plan must outline how the portal will be promoted/marketed in various platforms including social media platforms. **Standard processes** to run the portal and **reference list of projects** for similar projects undertaken with government experience

Company processes and procedure and proposed **team structure** and a list of similar projects completed. Indicate allocated team member, inclusive of CVs of each proposed member for **each** role and the necessary support in the template attached (see annexure A) . All certifications by commissioner of oaths must not be older than 6 months and international qualifications must be accompanied by SAQA evaluation report.

7.2 Evaluation: Price and Preference

Service providers need to score a minimum of 70 points in total for functionality in order to be considered for price and preference evaluation.

The proposal budget should indicate costs per output delivered, per stage as outlined in section 6: Expected outputs and outcomes. It is required that a detailed budget be provided for the various stages.

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

8 EVALUATION

Stage 1a: MANDATORY REQUIREMENTS

A paper-based administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed or attached such a bid will be eliminated from any further evaluation.

- a) Proof of company registration on Central Supplier Database Registration (CSD)
- b) Proof of valid registration with Compensation for Occupational Injuries and Disaster (COIDA)
- c) UIF compliance demonstrated by submission of one of the following:
 - A valid copy of the UIF Letter of Compliance issued by the Department of Employment and Labour, or
 - Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
 - SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or

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- Valid proof of exemption for UIF.

NOTE: Additional Required Documents (Not for elimination)

- Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified)
- Valid certified BBBEE certificate / affidavit in case of EME and QSE
- In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
- In case of Joint Venture, Consortium, Trust, or Partnership Consolidated B-BBEE certificate for all members of the Joint Venture and consortiums is required.

8.1 The evaluation criteria for functionality is as follows:

Stage 1b: Functionality

A bidder that scores less than **70** points out of **100** as per categories in respect of **functionality** will be regarded as submitting a non-responsive proposal and will be disqualified.

Evaluation criteria			
	Criteria	Scoring criteria	Weights
1.	<p>Project manager</p> <p>a)Professional Experience</p> <p>The expert must have a minimum experience with at least 5 year's project management experience and expertise in the following areas:</p> <p>PM methodologies certification, e.g. Waterfall, Agile Methodologies, PMBOK, Prince2, SDLC</p> <p>Experience in Information Technology management projects;</p> <p>Extensive Project Management Skills (Minimum 5 years) Project/Program Planning skills; Financial Management skills; Scope Management skills; Time management skills, Quality Management skills; Risk and Issue management skills; Project Budgeting skills; Integration Management skills; Human Resource Management skills; Communication skills; Report writing skills;</p> <p>MS Office Computer Literacy.</p> <p>Extensive MS Projects Knowledge</p> <p>Experience with full product lifecycle with understanding of development lifecycle</p>	<p>5 = 9 and more years' experience</p> <p>4 = 7-8 years' experience</p> <p>3 = 5-6 years' experience</p> <p>2 = 3-4 years' experience</p> <p>1 = 1-2 year's experience</p>	10

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	and various technology methodologies that support that lifecycle		
	<p>b)Recognised Qualification</p> <p>Minimum Bachelor degree/Btech in ICT/Business Management/ Commerce/ and related</p> <p>Note: international qualifications must be accompanied by SAQA evaluation report.</p>	<p>5 = Greater than NQF 8 4 = Postgraduate/NQF8 3 = Bachelor's degree/NQF7 2 = Diploma 1 = Higher certificate or less</p>	10
	<p>Senior developer</p> <p>a) Professional Experience</p> <p>The expert must have a minimum experience with at least 5 year's web development experience and expertise in the following areas:</p> <p>Designing of systems using various specific applications (i.e. MS Visual Basic Application, MS Excel, MySQL and PHP, JavaScript, HTML 5.0 and WordPress);</p> <p>Proven working experience in web programming</p> <p>Top-notch programming skills and in-depth knowledge of modern HTML/CSS</p> <p>Familiarity with at least one of the following programming languages:PYTHON,PHP, ASP.NET,JavaScript or Ruby on Rails.</p> <p>A solid understanding of how web applications work including security, session management, and best development practices</p> <p>Adequate knowledge of relational database systems, Object Oriented Programming and web application development</p> <p>Hands-on experience with network diagnostics, network analytics tools</p>	<p>5 = 11 or more years 4 = (6 to 10) years 3 = (5) years 2 = (1 to 4) years 1 = (less than 1 year)</p>	10

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	<p>Aggressive problem diagnosis and creative problem-solving skills</p> <p>Strong organizational skills to juggle multiple tasks within the constraints of timelines and budgets with business acumen.</p> <p>Ability to work and thrive in a fast-paced environment, learn rapidly and master diverse web technologies and techniques.</p> <p>Ability to engage with different stakeholders at operational and strategic levels;</p> <p>Good project management skills</p> <p>Communication, report writing and presentation skills.</p>		
	<p>b) Recognised Qualification</p> <p>The experts must have a Degree or equivalent qualification in Computer Programming or a field related to this assignment.</p>	<p>5 = Greater than NQF 8 4 = Post Graduate/NQF8 3 = Bachelor Degree/NQF7 2 = Diploma 1 = Certificate or less</p>	<p>10</p>
	<p>Business Analyst</p> <p>a) Professional Experience</p> <p>The expert must have a minimum experience with at least 5 year's project management experience and expertise in the following areas:</p> <p>Sound knowledge of SQL and AI is essential</p> <p>Solid experience as a Business Analyst in the IT services environment</p> <p>Proficient in translating business needs into system applications</p> <p>Implementation of new processes and or products</p> <p>Understand client business and identify stakeholders</p> <p>Understanding client business objective and translate needs into system requirements ensuring products align with client's business objectives</p> <p>Design solution for the business objectives</p> <p>Support the project implementation</p>	<p>5 = 9 and more years' experience 4 = 7-8 years' experience 3 = 5-6 years' experience 2 = 3-4 years' experience 1 = 1-2 year's experience</p>	<p>10</p>

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	<p>Knowledge of public service MTEF databases and reporting systems will be an added advantage.</p>		
	<p>b) Recognised Qualification</p> <p>The expert must have a degree or equivalent qualification in Computer Programming IIBA Certified Business Analysis, IQBBA Certified Foundation level Business Analyst, PMI Profession in Business Analysis certification or a field related to this assignment.</p>	<p>5 = Greater than NQF 8 4 = Postgraduate/NQF8 3 = Bachelor's degree/NQF7 2 = Diploma 1 = Certificate or less</p>	10
3	<p>Company Experience</p> <p>Prospective service providers are required to submit a proposal demonstrating their operational capacity to manage online portal. The proposal must highlight the following elements;</p> <ul style="list-style-type: none"> Standards, processes and procedures for the running of the portal Proposed team structure Reference project list 	<p>5 = Excellent (Meets and exceeds the required level. Clearly outlined and extensively elaborated on all 3 elements in detail 4 = Very Good (Clearly articulated and provided information relating to all 3 elements 3 = Good (Satisfactorily highlighted all 3 elements (additional information provided on some to all elements) 2 = Poor (Provided information that is unrelated or below standard on elements 1 = Very Poor (Unacceptable and does not meet set criteria)</p>	20
4.	<p>Strategy to promote the portal on social media</p> <p>The service provider must demonstrate ability to manage various communication/social media platforms(Youtube, Instagram,Facebook,LinkedIn,Twitter) Links with previous social media campaigns must be added At least monthly post on relevant platforms</p>	<p>5 = Exceptional (proven experience managing mailing list, Twitter, Facebook,Instagram, LinkedIn and YouTube) 4 = Very Good (proven experience in managing all these eg mailing lists, Twitter, Facebook,Instagram and Youtube accounts) 3 = Good (proven experience in managing the majority of these eg mailing lists, Twitter,Facebook and YouTube accounts) 2 = Below average (very limited experience in managing social media platforms) 1 = Poor (no previous experience with social media management)</p>	10
5.	<p>Prospective service providers are required to demonstrate in their proposal their ability to meet reporting requirements and overall management of the Portal.The following elements must me highlighted;</p> <ul style="list-style-type: none"> Report requirements as highlighted in 4.4 above 	<p>5 = Excellent (Meets and exceeds the required level. Clearly outlined and extensively elaborated on all 2 elements in detail 4 = Very Good (Clearly articulated and provided information relating to all 2 elements</p>	

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	<ul style="list-style-type: none"> Client satisfaction 	3 = Good (Satisfactorily highlighted all 2 elements (additional information provided on some to all elements) 2 = Poor (Provided information that is unrelated or below standard on elements) 1 = Very Poor (Unacceptable and does not meet set criteria)	10
	Total technical score		100
	Minimum threshold score		70

Stage 1 Project planning

- project workplan, social media promotion plan agreed

Stage 2: : Performance and procurement information

BAS/Vulindlela data quarterly data

- Graphics of in year data in easy to use formats
- Easy to use graphics of available national departments performance information and procurement data
-

Stage 3: Budget literacy and civic empowerment and Inclusion of Public Entities data

- Latest version of the portal and API released: 100% of the total amount quoted for this stage.

Maintenance and data updates

- Per amount quoted per quarter of the year

Continuous skills transfer to build internal capacity development to manage the project beyond the timeline.

- Per amount quoted per quarter of the year.

8.2 Validity period

Note that proposals received in response to these terms of reference shall be valid for a period of 90 (ninety) days from the closing date of the bid.

8.3 Disclaimers

National Treasury reserves the right not to appoint any service providers. National Treasury reserves the right to appoint more than one service provider for selected aspects of the

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project should a single service provider not address all the components required, although this is the less desirable option.

Any member or anyone affiliated with IMALI YETHU are not permitted to bid for this tender.

2 Logistics and Schedule of the Assignment

2.1 Location where the Services are Required

The location of the service provider is not a primary consideration, but regular travel will be expected as well as regular face-to-face engagement. The size of the company or number of resources offered is secondary to relevant skills, value-for-money and experience.

2.2 Time Frame

The overall timeframe for this project is eighteen (18) months. Responses to the Terms of Reference may propose that the service provider work on stages simultaneously where there are not dependencies. For example, there is no dependency between stage 2 and stage 3. However, the end dates for the stages should not be exceeded. The key milestones will need to be identified in the Project Work Plan time table and agreement obtained on that within 2 weeks of the induction of the service provider.

2.3 Logistic Support

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

2.4 Project Management

The service provider will be contracted by the National Treasury's Budget Office. Budget Office is responsible for the Project Management. The Service Provider will report to the Budget Office Deputy Director General of the National Treasury.

In order to realise strategic alignment on the online budget data portal project, a project Steering Committee will be established made up of the National Treasury and other identified government departments officials, civil society representatives. The Project Sponsor or his designated official from Budget Office will be chairing the Steering Committee.

A project inception meeting will be held at the outset of the project. Monthly project progress meetings will be arranged during the course of the project. The Project Sponsor and/or Key Counterpart at the Budget Office will receive a project progress report monthly and be required to sign off on the outputs.

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3 Intellectual property rights

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

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

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

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Annexure A

CURRICULUM VITAE

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

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

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

Tick relevant box. Add entries if needed.

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

Tick relevant boxes

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

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

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

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

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

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

8. Membership of Professional Bodies

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

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9. Language skills - Mark 1 to 5 for level

Mother Tongue – *[specify]*

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

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

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

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

[Add narrative]

12. Other Skills relevant to this bid:

[Add narrative]

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

[Add details]

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ANNEXURE B: COSTING

Project outputs	Assumptions	Duration per output	Unit Cost *(Rate for each human resource involved)	Estimated cost per output
Planning phase IT project plan Strategy to promote the portal on social media				
Stage 1: Hosting and Maintenance of Vulekamali Portal Migration Strategy Run a dedicated OpenSpending instance Implementation of IT project Assess API: API ver 1 (Interface with Open Spending new platform)				
Stage 2: Performance and procurement information <ul style="list-style-type: none"> • Procurement data related to public-private partnership (PPPs) to complement existing IRM data • Business Intelligence Reports • Linking of stages in the Procurement Guide currently available to real, up-to date procurement data per stage • Assessment of feasibility of implementation of open contracting data standards (OCDS) of OCPO tender portals • Data sets at each contracting stage including: deviations, expansions, blacklisted/restricted suppliers Publication of supplier spend data from OCPO to complement performance plans and support oversight and monitoring				

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<p>Stage2:BAS/Vulindlela data quarterly data</p> <ul style="list-style-type: none"> • BAS/Vulindlela data quarterly data • Quarterly aggregate downloads of national BAS data via Vulindlela known as an In Year Monitoring Reports (IYM) were made available on Vulekamali during Phase 1. The approval for release of the BAS/IYM data happened late in Stage 3 of Phase 1. The publication of the IYM reports can be significantly bolstered by the following interventions in Phase 2: <ul style="list-style-type: none"> • Improving the accessibility and usability of the data: analysing the quarterly IYM reports requires an intermediate ability to use Microsoft Excel. • Providing provincial BAS data as the current IYM reports are restricted to the national government sphere • Integration of IYM data: as with ENE, EPRE and expenditure data, BAS data could be integrated onto the portal so that members of the public who are not able to use the Excel spreadsheet can still see the data. 				
<p>Stage3:Budget literacy and civic empowerment</p> <ul style="list-style-type: none"> • User interactivity/ service delivery monitoring • User interactivity is an important aspect of the portal given the focus on supporting the participation of the public in national budget discussions. The development of user-focussed forums and data/analyses contributions was undertaken in Phase 1. However - uptake has been mostly limited to current project partners and revision of the design to incorporate principles of user-centred design is necessary. In Phase 2 - the following should be 				

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<p>prioritised to address current limitations:</p> <ul style="list-style-type: none"> • Development of online data visualisations for user-contributed data and analyses • Development of a learning resource hub containing multimedia, multilingual budget literacy, economic 101 explainers, budget analysis support • Development of ‘train the trainer’ online materials to support broader civic literacy on key fiscal and budget topics. Targeted resources for learners, university students, academics • Determination of user needs building on/updating Phase 1 user input 				
<p>State Owned Enterprises and Public Entities Inclusion of public entities data in the portal</p> <p>Data updates to API and portal</p>				
<p>Internal capacity and skills transfer</p>				
<p>Portal Maintenance hosting and data updates costs Data updates to API and portal -support Any other costs</p>				
<p>Total costs for the project</p>				

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



Special Conditions of Contract

NT002-2022:

APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE ONLINE BUDGET DATA PORTAL (INCLUSIVE OF ICT TECHNICAL DEVELOPMENT AND INTEGRATED COMMUNICATION) THROUGH EXTENSIVE ENGAGEMENT WITH CIVIL SOCIETY USING AN AGILE METHODOLOGY A PERIOD OF EIGHTEEN (18) MONTHS

CLOSING DATE: 18 FEBRUARY 2022 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS

S U P P L Y C H A I N M A N A G E M E N T

A LEGISLATIVE AND REGULATORY FRAMEWORK

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

1. EVALUATION PROCESS AND CRITERIA

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

1.1.1 Phase I: Initial screening process

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

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

1.1.2 Phase II: Functionality evaluation as per attached Terms of Reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the

respective bids will evaluate and score all bids based on their submissions and the information provided.

- c) Bidders will not rate themselves, but need to ensure that all information is supplied as required.
- d) The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- e) The panel members will individually evaluate the responses received against the following criteria as set out below: each individual criterion on the score sheet using the following scale:

Evaluation criteria			
	Criteria	Scoring criteria	Weights
1.	<p>Project manager</p> <p>a)Professional Experience</p> <p>The expert must have a minimum experience with at least 5 year’s project management experience and expertise in the following areas:</p> <p>PM methodologies certification, e.g. Waterfall, Agile Methodologies, PMBOK, Prince2, SDLC</p> <p>Experience in Information Technology management projects;</p> <p>Extensive Project Management Skills (Minimum 5 years) Project/Program Planning skills; Financial Management skills; Scope Management skills; Time management skills, Quality Management skills; Risk and Issue management skills; Project Budgeting skills; Integration Management skills; Human Resource Management skills; Communication skills; Report writing skills;</p> <p>MS Office Computer Literacy.</p> <p>Extensive MS Projects Knowledge</p> <p>Experience with full product lifecycle with understanding of development lifecycle and various technology methodologies that support that lifecycle</p>	<p>5 = 9 and more years’ experience</p> <p>4 = 7-8 years’ experience</p> <p>3 = 5-6 years’ experience</p> <p>2 = 3-4 years’ experience</p> <p>1 = 1-2 year’s experience</p>	10

	<p>b)Recognised Qualification</p> <p>Minimum Bachelor degree/Btech in ICT/Business Management/ Commerce/ and related</p> <p>Note: international qualifications must be accompanied by SAQA evaluation report.</p>	<p>5 = Greater than NQF 8 4 = Postgraduate/NQF8 3 = Bachelor's degree/NQF7 2 = Diploma 1 = Higher certificate or less</p>	<p>10</p>
	<p>Senior developer</p> <p>a) Professional Experience</p> <p>The expert must have a minimum experience with at least 5 year's web development experience and expertise in the following areas:</p> <p>Designing of systems using various specific applications (i.e. MS Visual Basic Application, MS Excel, MySQL and PHP, JavaScript, HTML 5.0 and WordPress);</p> <p>Proven working experience in web programming</p> <p>Top-notch programming skills and in-depth knowledge of modern HTML/CSS</p> <p>Familiarity with at least one of the following programming languages:PYTHON,PHP, ASP.NET,JavaScript or Ruby on Rails.</p> <p>A solid understanding of how web applications work including security, session management, and best development practices</p> <p>Adequate knowledge of relational database systems, Object Oriented Programming and web application development</p> <p>Hands-on experience with network diagnostics, network analytics tools</p> <p>Aggressiveproblem diagnosis and creative problem-solving skills</p> <p>Strong organizational skills to juggle multiple tasks within the constraints of timelines and budgets with business acumen.</p>	<p>5 = 11 or more years 4 = (6 to 10) years 3 = (5) years 2 = (1 to 4) years 1 = (less than 1 year)</p>	<p>10</p>

	<p>Ability to work and thrive in a fast-paced environment, learn rapidly and master diverse web technologies and techniques.</p> <p>Ability to engage with different stakeholders at operational and strategic levels;</p> <p>Good project management skills</p> <p>Communication, report writing and presentation skills.</p>		
	<p>b) Recognised Qualification</p> <p>The experts must have a Degree or equivalent qualification in Computer Programming or a field related to this assignment.</p>	<p>5 = Greater than NQF 8 4 = Post Graduate/NQF8 3 = Bachelor Degree/NQF7 2 = Diploma 1 = Certificate or less</p>	10
	<p>Business Analyst</p> <p>a) Professional Experience</p> <p>The expert must have a minimum experience with at least 5 year's project management experience and expertise in the following areas:</p> <p>Sound knowledge of SQL and AI is essential</p> <p>Solid experience as a Business Analyst in the IT services environment</p> <p>Proficient in translating business needs into system applications</p> <p>Implementation of new processes and or products</p> <p>Understand client business and identify stakeholders</p> <p>Understanding client business objective and translate needs into system requirements ensuring products align with client's business objectives</p> <p>Design solution for the business objectives</p> <p>Support the project implementation</p> <p>Knowledge of public service MTEF databases and reporting systems will be an added advantage.</p>	<p>5 = 9 and more years' experience 4 = 7-8 years' experience 3 = 5-6 years' experience 2 = 3-4 years' experience 1 = 1-2 year's experience</p>	10

	<p>b) Recognised Qualification</p> <p>The expert must have a degree or equivalent qualification in Computer Programming IIBA Certified Business Analysis, IQBBA Certified Foundation level Business Analyst, PMI Profession in Business Analysis certification or a field related to this assignment.</p>	<p>5 = Greater than NQF 8 4 = Postgraduate/NQF8 3 = Bachelor's degree/NQF7 2 = Diploma 1 = Certificate or less</p>	<p>10</p>
3	<p>Company Experience</p> <p>Prospective service providers are required to submit a proposal demonstrating their operational capacity to manage online portal. The proposal must highlight the following elements;</p> <ul style="list-style-type: none"> • Standards, processes and procedures for the running of the portal • Proposed team structure • Reference project list 	<p>5 = Excellent (Meets and exceeds the required level. Clearly outlined and extensively elaborated on all 3 elements in detail 4 = Very Good (Clearly articulated and provided information relating to all 3 elements 3 = Good (Satisfactorily highlighted all 3 elements (additional information provided on some to all elements) 2 = Poor (Provided information that is unrelated or below standard on elements 1 = Very Poor (Unacceptable and does not meet set criteria)</p>	<p>20</p>
4.	<p>Strategy to promote the portal on social media</p> <p>The service provider must demonstrate ability to manage various communication/social media platforms(Youtube, Instagram,Facebook,LinkedIn,Twitter) Links with previous social media campaigns must be added At least monthly post on relevant platforms</p>	<p>5 = Exceptional (proven experience managing mailing list,Twitter, Facebook,Instagram, LinkedIn and YouTube) 4 = Very Good (proven experience in managing all these eg mailing lists,Twitter, Facebook,Instagram and Youtube accounts) 3 = Good (proven experience in managing the majority of these eg mailing lists,Twitter,Facebook and YouTube accounts) 2 = Below average (very limited experience in managing social media platforms)</p>	<p>10</p>

		1 = Poor (no previous experience with social media management)	
5.	Prospective service providers are required to demonstrate in their proposal their ability to meet reporting requirements and overall management of the Portal. The following elements must be highlighted; <ul style="list-style-type: none"> • Report requirements as highlighted in 4.4 above • Client satisfaction 	5 = Excellent (Meets and exceeds the required level. Clearly outlined and extensively elaborated on all 2 elements in detail 4 = Very Good (Clearly articulated and provided information relating to all 2 elements 3 = Good (Satisfactorily highlighted all 2 elements (additional information provided on some to all elements) 2 = Poor (Provided information that is unrelated or below standard on elements 1 = Very Poor (Unacceptable and does not meet set criteria)	10
	Total technical score		100
	Minimum threshold score		70

- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- g) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- h) Any proposal not meeting a minimum score of 70% for functionality proposal will be disqualified and the financial proposal will remain unopened
- i) 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.

1.1.4 Phase III: Price/Financial stage and B-BBEE

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

NT reserves the right to negotiate rates submitted by bidders.

2. EVALUATION CRITERIA

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated in paragraph 3.1.

- c. The State reserves the right to arrange contracts with more than one contractor

2.1 POINTS

The Preferential Procurement Regulations 2017 were gazetted on 20 January 2017 (No. 40553) with effect from 1 April 2017. These regulations require bidders provide relevant proof of their B-BBEE Status Level, the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0

Failure to submit a fully complete B-BBEE certificates / sworn affidavit will lead to no award of points for preference.

- d. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- e. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- f. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- g. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.
- h. Points scored will be rounded off to the nearest 2 decimals.
- i. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- j. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

k. Joint Ventures, Consortiums and Trusts

- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

l. Subcontracting after award of tender

- A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

3. MANDATORY REQUIREMENTS

- a) Proof of company registration on Central Supplier Database Registration (CSD)
- b) Proof of valid registration with Compensation for Occupational Injuries and Disaster (COIDA)
- c) UIF compliance demonstrated by submission of one of the following:
 - A valid copy of the UIF Letter of Compliance issued by the Department of Employment and Labour, or
 - Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
 - SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
 - Valid proof of exemption for UIF.

FAILURE TO ADHERE TO THE CONDITIONS ABOVE WILL LEAD TO YOUR BID BEING DISQUALIFICATION

NOTE: Additional Required Documents (Not for elimination)

- a) Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified)
- b) Valid certified BBBEE certificate / affidavit in case of EME and QSE
- c) In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
- d) In case of Joint Venture, Consortium, Trust, or Partnership Consolidated B-BBEE certificate for all members of the Joint Venture and consortiums is required.

4. TAX COMPLIANCE STATUS

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

5. VALUE ADDED TAX

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

6. CLIENT BASE

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

7. LEGAL IMPLICATIONS

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

8. COMMUNICATION

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

9. LATE BIDS

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

10. COUNTER CONDITIONS

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

11. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:
 - directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

11. FRONTING

- a. The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

12. PRESENTATION

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

13. TIMEFRAMES AND FORMAL CONTRACT

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

14. PACKAGING OF BID

The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

15.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: NT002-2022

Description: APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE ONLINE BUDGET DATA PORTAL (INCLUSIVE OF ICT TECHNICAL DEVELOPMENT AND INTEGRATED COMMUNICATION) THROUGH EXTENSIVE ENGAGEMENT WITH CIVIL SOCIETY USING AN AGILE METHODOLOGY A PERIOD OF EIGHTEEN (18) MONTHS

Bid closing date and time: 18 February 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

15.2 PRICE/ FINANCIAL PROPOSAL

Bid No: NT002-2021:

Description: APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE ONLINE BUDGET DATA PORTAL (INCLUSIVE OF ICT TECHNICAL DEVELOPMENT AND INTEGRATED COMMUNICATION) THROUGH EXTENSIVE ENGAGEMENT WITH CIVIL SOCIETY USING AN AGILE METHODOLOGY A PERIOD OF EIGHTEEN (18) MONTHS

Bid closing date and time: 18 February 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

The Technical Proposal envelope must contain one original hard copy document, clearly marked “Original”, and four (4) hardcopies, clearly marked “Copy”.

16 CONTACT DETAILS

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General enquiries: Thivhileli Matshinyatsimbi/ Koena Mapotse / Taetso Thobejane

E-mail :_Thivhileli Matshinyatsimbi@treasury.gov.za

/Koena.Mapotse@treasury.gov.za / Taetso.Thobejane@treasury.gov.za

For Technical enquiries:

NT002-2022: APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE ONLINE BUDGET DATA PORTAL (INCLUSIVE OF ICT TECHNICAL DEVELOPMENT AND INTEGRATED COMMUNICATION) THROUGH EXTENSIVE ENGAGEMENT WITH CIVIL SOCIETY USING AN AGILE METHODOLOGY A PERIOD OF EIGHTEEN (18) MONTHS

All bid enquires can be directed to:

Name: Prudence Cele

Email : Prudence.Cele@treasury.gov.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: NT002-2022
CLOSING TIME 11:00 ON 18 February 2022	

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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APPOINTMENT OF A SERVICE PROVIDER(S) TO DEVELOP PHASE 2 OF THE ONLINE BUDGET DATA PORTAL (INCLUSIVE OF ICT TECHNICAL DEVELOPMENT AND INTEGRATED COMMUNICATION) THROUGH EXTENSIVE ENGAGEMENT WITH CIVIL SOCIETY USING AN AGILE METHODOLOGY A PERIOD OF EIGHTEEN (18) MONTHS

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

Total cost of the assignment (R inclusive VAT) R.....

NB: Bidders are also advised to indicate a total cost breakdown for this assignment. (Annexure A)

The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

- Period required for commencement with project after acceptance of bid _____
- Are the rates quoted firm for the full period? Yes/No
- If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to –

Department: National Treasury

Contact Person: Thivhileli Matshinyatsimbi/ Koena Mapotse / Taetso Thobejane

E-mail address: Thivhileli.Matshinyatsimbi@treasury.gov.za /Koena.Mapotse@treasury.gov.za / Taetso.Thobejane@treasury.gov.za

Any enquiries regarding technical enquiries may be directed to –

Contact Person: Prudence Cele

Contact Person: Prudence.Cele@Treasury.gov.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price

quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = (maximum of 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
 company/firm:.....

- 8.2 VAT registration
number:.....
- 8.3 Company registration
number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
-
-
-
-
-
-
- 8.6 COMPANY CLASSIFICATION
- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]
- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – Individuals:
Questionnaire A**

Please answer the questions by marking the appropriate column with an “X”.
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Natural Persons:	
Surname:	
Initials:	
First two names:	
Title:	
ID number or passport number:	
Nationality:	
Income Tax reference number:	
Date of birth:	
If not a citizen of the RSA, furnish a certified copy of a work permit:	
Postal address and code:	
Residential address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	
If in possession of a tax clearance certificate or exemption certificate (IRP30), furnish a certified copy thereof:	
Jurisdiction in which contractor is “ordinarily resident” i.e. place of permanent residence:	

DEPARTMENT OF NATIONAL TREASURY

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	Question	Yes	No
1.	Do you supply services on behalf of a Labour Broker?		
2.	Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: <ul style="list-style-type: none"> • The manner of duties performed; • The hours of work; • The quality of work. 		
3.	Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4.	Will payment to you include any benefits? Including, but not limited to, the following: <ul style="list-style-type: none"> • Leave pay; • Medical aid; • Training; • Sick Leave. 		
5.	Will, or have you be/been in the full time employment of the NT?		
6.	Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7.	Do you supply these, or similar, services only to the NT and not to any other client or the general public?		
8.	Will you be required to work more than 22 hours per week?		
8.1	If "yes", will payment be made on an hourly, daily weekly or monthly basis?		
8.2.1	Will you work solely for the NT?		
8.2.2	Will you provide a written statement to this effect?		
Non-Residents of the RSA			
9.	Will you return to your jurisdiction of residence upon the termination of the contract?		
10.	Is the contract to exceed a period of three years?		
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South		

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
	Africa or does a permanent establishment or branch represent the employer in the Republic?		
13.	If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
14.	Will you be required to perform any work outside of the Republic?		
15.	Do you agree to submit copies of your passport should the NT, so require?		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – All Service Providers
(excluding Individuals): **Questionnaire B:****

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Corporate Contractors (including companies, close corporations and trusts):	
Registered name and furnish a certified copy of registration:	
Nature of legal entity:	
Trade name:	
Registration number:	
Date of incorporation:	
Jurisdiction of incorporation:	
Jurisdiction where effective management is performed:	
Income tax reference number:	
Employees' Tax reference number:	
Value Added Tax number and furnish a certified copy of VAT 103 Certificate:	
Postal address and code:	
Physical address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract.		
2.	Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3.	Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor?		
5.	Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training:		
6.	Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7.	In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9.	Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10.	Will more than 80% of your income, during the year		

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
	of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from any one client , or any associated institution, in relation to the client?		
11.	Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
12.	Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
13.	Have you ever been classified as a Labour Broker or personal services company (including Close Corporation and Trust) by SARS or any other client?		
14.	If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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.

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.