



PSiRA
Private Security Industry Regulatory Authority

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF THE
SERVICE PROVIDER TO SUPPLY\DEVELOP, IMPLEMENT AND
MAINTAIN ONLINE EXAMINATION\ASSESSMENT MODULE
FOR PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY**

[PSiRA/2022/RFB/08]

Date Issued: [10 OCTOBER 2021]

Closing date and time: [08 NOVEMBER 2022 at 11:00]

**Virtual Compulsory Briefing Session: 24 OCTOBER 2022 at
10:00 (SERVICE PROVIDERS TO REGISTER FOR VIRTUAL
BRIEFING SESSION BY SENDING EMAILS TO
bids@psira.co.za NO LATER THAN 21 OCTOBER 2022)**

NB: The briefing session link will be shared with all interested bidders on 22 October 2022.

Bid Validity Period: [120 days]

TENDER BOX ADDRESS:

420 Witch-Hazel Avenue, Block B – Eco Glades 2 Office Park, Highveld Ext 70, Centurion



CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES & DOCUMENTS/REQUIREMENTS

YES	NO	DOCUMENTATION
<input type="checkbox"/>	<input type="checkbox"/>	SBD 1: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	SBD 2: Central Supplier Database (CSD) report to be submitted confirming the Bidders Tax Compliance
<input type="checkbox"/>	<input type="checkbox"/>	SBD 3: Pricing schedule (All pages to be initialled by the bidder)
<input type="checkbox"/>	<input type="checkbox"/>	SBD 4: Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	SBD 6.1: Preference Claim Forms in terms of Preferential Procurement Regulations, evidence for BEE points claimed must be attached/provided
<input type="checkbox"/>	<input type="checkbox"/>	General Conditions of Contract (All pages to be initialled and last page signed by the bidder)
<input type="checkbox"/>	<input type="checkbox"/>	Terms of Reference (All pages to be initialled and last page signed by the bidder)
<input type="checkbox"/>	<input type="checkbox"/>	Pricing Schedule (Annexure A)
<input type="checkbox"/>	<input type="checkbox"/>	Attendance of Compulsory Briefing session

Bidders must submit their bid by submitting one (1) Original document and one (1) copy + a USB

Sealed and clearly marked bids indicating the bid Reference No. i.e PSiRA/2022/RFB/01 must be deposited in the PSiRA Head Office tender box located at **420 Witch Hazel Avenue, Eco Glades, Block B2, Eco Park, Centurion, Pretoria**- before the closing date and time.



PSiRA
Private Security Industry Regulatory Authority

TERMS OF REFERENCE

FOR

**APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY\DEVELOP,
IMPLEMENT AND MAINTAIN ONLINE EXAMINATION\ASSESSMENT MODULE
FOR
PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY**

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1. BACKGROUND

The Private Security Industry Regulatory Authority was established in terms of Section 2 of the Private Security Industry Regulation Act (56 of 2001) which came into operations in 2002. The strategic mandate of PSiRA originates from the Act and the regulations issued in terms of the Act. The primary objectives of PSiRA are to regulate the private security industry and to exercise effective control over the practice of the occupation of security service providers in the public and national interest and in the interest of the private security industry itself. In accordance with the objectives of the Authority, Business Information Technology Unit is expected to deliver a professional, diverse, and competent services. PSiRA has operational offices in the following regions:

1. Eco Park – Centurion (Head Office)
2. Johannesburg
3. Pretoria
4. Cape Town
5. Durban
6. Mthatha
7. Nelspruit
8. Polokwane
9. Port Elizabeth
10. Bloemfontein

2. PURPOSE

- 2.1 The purpose is to appoint a suitable service provider that will supply\develop, implement, and maintain the online examination\assessment module solution (Learning management system), for PSiRA for a period of 36 months. The proposal must be according to best IT practices, market trend and aligned to the principles of competency-based assessment. *In the context of the request, examination and assessment are regarded as one.*
- 2.2 The system to be supplied must be fully licensed to PSiRA and ownership will be handed over to PSiRA at the end of the 36-month contract. PSiRA will not accept any proposal that is based on rental or any form that does not include ownership of the system.

3. SCOPE REQUIREMENTS

The Authority requires a suitable service provider to:

3.1 ***Develop Learning Management System – (LMS)***

- 3.1.1 This will entail management and maintenance of the Online Examination Module,
- 3.1.2 For the purpose of these terms of reference, Learning Management System shall be referred to as “a web-based application for the administration, documentation, tracking, reporting, automation and delivery of educational courses, training programs, or learning and development programs”¹.
- 3.1.3 Bidders should take note that system should be designed in a flexible manner to cater for other possible upcoming modules like Curriculum for Specialized Courses without incurring costs.
- 3.1.4 Flexibility of the system should promote and support system enhancements and specialisations as and when needed.

3.2 **Other Requirements**

- 3.2.1 The bidder will be required to develop and assist PSiRA with the Change Management concept for external Training provider. This should be an end-to-end development and delivery of change management.

4. SCOPE REQUIREMENTS DESCRIPTION

4.1 ***Develop and maintain Online examination \assessment (LMS) module,***

- 4.1.1 The System must be in line with the Business Processes as outlined below. The process may be adjusted prior to awarding of this bid or during the development of the system.
- 4.1.2 The system must be implemented based on, ***but not limited to:***
 - a. develop a system that will create a web-based system which is accessible on any computer or mobile device,
 - b. The system must allow for credentials for the trainee to be created based on the PSiRA Application number or PSiRA Registration Number,
 - c. ***The system must allow for Training Manual materials (Barcode of the manual) to be captured on the system as each individual will be***

¹ [Learning management system - Wikipedia](#)

assigned a unique material that must be referenced when writing the online assessment.

- 4.1.3 The system must allow for Online booking, taking up of assessments\examination, re-assessment and provide feedback for assessment scheduled and written assessment\examination for legible security officers and must include and not limited to:
- a. Random selections of questions.
 - b. Auto marking multiple questions.
 - c. Provide immediate scoring where applicable.
 - d. Capture live pictures of candidates as they write the assessment.
 - e. Allow for learner satisfaction survey after completing the exam. The survey must be completed prior to completion\finalization of the assessment.
 - f. Prior to writing the exam, the user must enter the bar code number on the course material which they would have received after making payments when they started with training together with a pin number. This will be used to validate that the bar code issued is for the person who was linked to the system and the bar code number must be unique. The service provider must ensure these features are added to the system.
- 4.1.4 Administration and reporting
- a. Generating statement of results for completed assessment by learners.
 - b. Generate customized reporting as per PSiRA requirements,
 - c. The system must be able to conduct post-moderation report based on the questionnaires.
 - d. And any other ad-hoc reports as requires by PSiRA
 - e. The questions to be developed by the service provider must be used as online assessment.
 - f. Courses that are not readily available at the time of development and implementation, must be added to the system when they become available at no cost to PSiRA (In-Scope).
- 4.1.5 Systems Billing
- a. Billing of Examination\assessment Fees including the re-assessment fees.

- b. Integrating the online assessment system with SAGE Pastel Evolution and\or the designated financial system.
- c. The system must allow for possible integration with Qualification verification providers.

5. BUSINESS PROCESS SCOPE

5.1 The system must be based on the following business processes (***please note we reserve the right to amend the processes prior to the appointment and development of the system***):

5.1.1 Business Process – New entrance for Grade E

- a. Prior to the client taking any training (new entrance - Grade E), they must first apply to register as security officer,
- b. PSiRA will issue them with Application number (APP-123456789) which they must use to apply with Security Training Provider.
- c. Training Providers must only accept those with APP number.

5.2 SYSTEM FUNCTIONALITY – NEW ENTRANCE FOR GRADE E,

- 5.2.1 The bidder must develop a system that will allow for the integration of the new system with the current online registration system (automated).
- 5.2.2 When the client train with a specific Training Provider, the Training provider must login into the system and link the specific client (using app number) on the Training Portal system.
 - a. When linking is successful, the system must bill the Learner for the Training.
 - b. Payment can only be made using EFT or Card payment.
 - c. Once payment has been successfully processed, the system must make available the digital course material.
- 5.2.3 Once linking of the Learner has been completed, the training provider must confirm enrollment of learners prior to the commencement of training according to preferred method. The system must give options to be selected by learners for the training applied and enrolled for:
 - a. Classroom Training
 - b. Online Training

- 5.2.4 The system must monitor the duration of the training for each Learner.
- 5.2.5 The system must schedule for examination to be taken based on the days allocated by PSiRA. The system must allow for examination to be taken only when minimum of 4 days has elapsed (It is assumed that Training is completed within 4 number of days).
- 5.2.6 Examination Period
- a. The system must allow for the Learner takes final exam,
 - b. Examination will be in a form of multiple questions. PSiRA will supply questions in the form of multiple-choice questions.
 - c. Before the exam is taken, the system must ask the learner to type their Unique code as per the manual used. If the unique code entered does not match the Unique code on the system allocated to the learner, the system must inform the learner that the unique code entered does not correspond with the unique code on the manual issued to them and they should enter the unique code of their own manual.
 - d. If the unique code entered is correct, then the system can allow the learner to write the final assessment.
 - e. During examination, the system must select the questions randomly while capturing the Learner picture and/or asking the Learner to enter personal information to validate who they are,
 - f. The system must use a timer to time each Learner. After timer has elapsed, the system must stop the exam.
 - g. At the end of the exam, the system must display immediate assessment outcome as "achieved" or "non-achieved" based on the average percentage.
 - i. **If it's achieved**, the system must send an email to the Learner email address with their.
 - ii. **If it's a non-achieved**, the system must send an email to the Learner email address with their outcome and results.
 - h. If the Learner did not achieve, the system must prompt the Learner if they wish to take re-assessment. If the Learner selects yes, the system must bill the Learner and the Learner must pay for re-assessment within the stipulated

period. Fees are paid immediately before date is allocated using EFT or Card payment system,

- 5.2.7 Integration to Online Registration - The report is reconciled daily by PSiRA which then are imported to the Registration Portal to ensure the Registration of those who achieved is completed.

5.3 SYSTEM FUNCTIONALITIES – EXISTING SECURITY OFFICERS UPGRADING PROCESS

- 5.3.1 For existing Security Officers (Learner) upgrading their grades, the system must allow the Training Provider to link the Learner to their Training Centre using PSiRA Number.
- 5.3.2 Training Provider will login into the system and link the learner.
- 5.3.3 Learner will be billed and required to pay immediately prior to training commencing. Payment must be in a form of EFT or Card Payment.
- 5.3.4 Once payment is completed, Training material will be made available, and training can commence.
- 5.3.5 Once linking of the learner has been completed, the training provider must confirm enrollment of learners prior to the commencement of training according to preferred method. The system must give options to be selected by learners for the training applied and enrolled for:
- a. Classroom Training
 - b. Online Training
- 5.3.6 The system must monitor the duration of the training for each Learner.
- 5.3.7 The system must schedule for examination to be taken based on the days allocated by PSiRA. The system must allow for examination to be taken only when minimum of 4 days has elapsed (It is assumed that Training is completed within 4 number of days).
- 5.3.8 **Examination Period**
- a. The system must allow for the Learner takes final exam,
 - b. Examination will be in a form of multiple questions.
 - c. Before the exam is taken, the system must ask the learner to type their Unique code as per the manual used. If the unique code entered does not match the

Unique code on the system allocated to the learner, the system must inform the learner that the unique code entered does not correspond with the unique code on the manual issued to them and they should enter the unique code of their own manual.

- d. If the unique code entered is correct, then the system can allow the learner to write the final assessment.
 - e. During examination, the system must select the questions randomly while capturing the Learner picture and/or asking the Learner to enter personal information to validate who they are,
 - f. The system must use a timer to time each Learner. After timer has elapsed, the system must stop the exam.
 - g. At the end of the exam, the system must display immediate assessment outcome as "achieved" or "non-achieved" based on the average percentage.
 - iii. **If it's achieved**, the system must send an email to the Learner email address with their outcome .
 - iv. **If it's a non-achieved**, the system must send an email to the Learner email address with their outcome and results.
 - h. If the Learner did not achieve, the system must prompt the Learner if they wish to take re-assessment. If the Learner selects yes, the system must bill the Learner and the Learner must pay for re-assessment within the stipulated period. Fees are paid immediately before date is allocated using EFT or Card payment system,
- 5.3.9 Integration to Online Registration - The report is reconciled daily by PSiRA which then are imported to the Registration Portal to ensure the Registration of those who achieved is completed.

5.4 Reporting

- 5.4.1 Reporting must be aligned with section 3.3.4 – Administration and Reporting.

6. IMPLEMENTATION METHODOLOGY

- 6.1** The appointed service provider should propose a suitable Project Manager / Team with diversified expertise to meet the requirements of PSiRA. The Project

Manager / Team will do the overall project management throughout the life cycle of the project to ensure successful completion of the project.

6.2 Customization / development will be kept to a minimum and as far as possible based on the industry best practices. Wherever absolutely required, customization / development should be done in a manner that it gives a reasonable assurance of upward compatibility with future versions of the platform.

6.3 The project must meet all minimum governance standards.

6.4 Handover and Training

6.4.1 The successful bidder must provide training on application software and other areas to the project team.

6.4.2 It is to be noted that the database is centrally based, and all changes will be done on the central database.

6.4.3 The bidder will be expected to supply a detailed (step by step) training manual to the users and for the Security Service Providers after training.

6.5 Post go-live support

6.5.1 The successful Bidder will provide handholding and onsite support for at least **Six (6) months** after the go-live to resolve all implementation, operational and production issues. All the documents will also be converted to final release versions during this stage.

6.5.2 The post go-live support will address all user level queries, fixing bugs, incorporation of new requirements owing to legal, statutory and policy changes, changes to configurations, patch updates, upgrades, database administration, security, etc. For this purpose, the successful Bidder is expected to provide detailed processes to be followed for logging requests, assigning requests to specific individuals, recording resolution, tracking overall time taken for resolution, escalations, etc.

7. PROJECT PLAN

7.1 The successful bidder must implement the project using **Agile Software Development approach**.



8. TECHNICAL AND MAINTENANCE SUPPORT

8.1 The successful bidder will be required to sign a Support and Services contract of 36 months after the GO-LIVE.

9. EVALUATION CRITERIA


9.1 CRITERION 1 – COMPULSORY REQUIREMENTS

Bidders will first be evaluated in terms of the minimum requirements / gatekeepers. Bidders who do not fulfil all the requirements or do not submit the required documents will be disqualified. Those who fulfil all the minimum requirements or have submitted the required documents will be further evaluated on criterion 2 which is the functionality.

9.2 COMPULSORY/MANDATORY REQUIREMENTS

The Tender must be submitted in the prescribed format. Standard bidding documents should be filled. These standard bidding documents include the following:

- a. SBD 1 - Invitation to Bid.
- b. SBD 2 - Central Supplier Database (CSD) report to be submitted confirming the Bidders tax compliance
- c. SBD 3.3 - Pricing Schedule and Annexure A: Pricing Structure
- d. SBD 4 - Declaration of Interest.
- e. SBD 6.1 - Preference Points Claim Form.
- f. General Conditions of Contract (ALL pages to be initialed by the bidder and last page must be signed).
- g. Terms of reference (ALL pages to be initialed by the bidder and last page must be signed).
- h. A letter of confirmation indicating transfer of a system ownership to PSiRA after 36 months.
- i. Attendance of virtual compulsory briefing session.
 - **All forms must be completed and signed. Incomplete forms/bids will be disqualified.**
 - **The use of correction fluid is strictly prohibited and will lead to disqualification**



- **Firm prices must be clearly indicated on license, development, and support and maintenance.**
- **Any other fees must be clearly indicated.**

9.3 CRITERION 2 – FUNCTIONALITY

Functionality is worth **70** points. The minimum threshold is **50** points. Bidders who score less than 50 points on functionality will therefore be disqualified. Those who score more than **50** points will be further evaluated in Criteria 3 - Presentation. The functionality evaluation is broken down as follows:

Functionality / Technical Criteria

FUNCTIONALITY CRITERIA	WEIGHT	State where the information is located
REFERENCE LETTERS	10	
<p>Bidders are requested to provide the following:</p> <p>Three (3) letters on a letterhead from their clients where “Online Examination\Assessment Module” had been successfully and implemented. The reference letters and the projects implemented must not be older than 5 years from the date of the RFP submission. Bidders must make sure that the letters are signed, indicate which modules implemented and the contact details fully completed. The contact details must include the <i>contact number and the e- mail address</i> of the referee.</p> <p>Points allocation (10)</p> <ul style="list-style-type: none"> ✓ 10 points for 3 reference letters ✓ 5 points for 2 reference letters ✓ 1 point for 1 reference letter ✓ No points for no reference letter or letters that are not in line with the scope required. <p>Zero points will be scored if all information is not provided including the modules implemented. Note: PSiRA may verify the information provided; and if your referee does not confirm the information provided the reference will not be considered.</p>		
PREVIOUS PROJECTS IMPLEMENTED	20	
<p>The Bidder must have successfully implemented and completed minimum of three (3) Online Examination modules as minimum in the past five (5) years. Proof (<i>copies of contracts or SL Agreements</i>) must be provided and duration of the project. <i>Copies of contracts or SLA provided must be aligned to the reference letters submitted in the criteria above</i></p> <ul style="list-style-type: none"> ✓ 0 point for 0 projects 		

- ✓ 5 points for 1 project of similar service
- ✓ 10 points for 2 projects of similar services
- ✓ 20 points for 3 projects and above of similar services

SLA or Contract must show which modules were implemented. ***If Online Examination\Assessment module is not part of the modules implemented, you will be scored zero***

PROJECT TEAM MEMBERS	20	
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Detailed CV's of Project Management team and Project leader with contactable reference. (also submit *Project Organogram* for the team in addition to...):

- ✓ 10 points for Project Manager with minimum of 5 years as a Project Manager
- ✓ 10 points for Project Team which must include (all must have minimum of 3 years' experience in their respective fields):
 - Process Engineer(s) or similar,
 - Developer(s),
 - And supporting project members with minimum of 3 years' experience.

If the proposed system does not require for example, developers or process engineer(s) or any other person, please state so.

SERVICE LEVEL AGREEMENT	20	
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Bidders must submit **ACTUAL** Service Level Agreement in line with the Project indicating the following as a minimum:

- ✓ Project Scope (Deliverables)
- ✓ Penalty clause (For the duration of the contract)
- ✓ technical support to be demonstrated in terms of response time of logging incidents
- ✓ and any other related clauses

******If any of the above is missing, the bidder will be scored zero***

Total	70	
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9.4 CRITERION 3 – PRESENTATION

Presentation is worth **30** points. The minimum threshold is **20** points. Bidders who score less than 20 points on Presentation will therefore be disqualified. Those who score 70 points or more on functionality and presentation based on the minimum threshold of each criterion will be further evaluated in terms of price and preference points (i.e. on the B-BBEE status level of contributor). The Presentation evaluation is broken down as follows:



Presentation	30
Bidders must present online presentation that touches on the following aspects: <ul style="list-style-type: none"> ✓ 15 points Summary of the assessment process including payment method, ✓ 15 points Backend process of the system ***If any of the above is missing, the bidder will be scored zero	
Total	30

9.5 Evaluation of Price and Preference

The Service Provider will be evaluated on a points system for Price and Preference as per Preferential Procurement Framework Act of 2000 (Act 5 of 2000).

The price / preference weighting applicable for BID are as follows:

Price / Preference	Weighting percentage
Price	80%
Preference	20%
Total must equal:	100%

i. Preference Point allocation – 80/20

Preference: 20 Points	
Other: B-BBEE Status Level Contributor	
B-BBEE Level	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

ii. Price Calculation 80/20

The following formula will be used to calculate the points for price.

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

Where:

- Ps = Points scored for price of bid under consideration
- Pt = Rand value of bid under consideration
- Pmin = Rand value of lowest acceptable bid


10. COMPLIANCE

- The proposal must conform to the minimum requirements as set out in this document.
- This document will be a binding contract between the successful service provider and PSiRA once the proposal has been accepted by the organisation.

11. PSiRA RIGHTS

11.1 Notwithstanding anything else in this Request for Proposal (RFP), and without limiting its rights at law or otherwise, PSiRA reserves the right, in its absolute discretion at any time:

- a. Cancel or call for new Tenders.
- b. To appoint more than one bidder or contractor.
- c. Reject any Tender received after the Closing Time.
- d. Consider and accept or reject any alternative tender.
- e. Alter the structure and/or the timing of this RFP or the Tendering Process.
- f. Reject any Tender that does not comply with the requirements of this RFP.
- g. Terminate the participation of any Bidder or any other person in the Tendering Process.
- h. Vary or extend any time or date specified in this RFP for all or any Bidder or other persons.
- i. Cease to proceed with or suspend the Tendering Process prior to the execution of a formal written contract.
- j. Require additional information or clarification from any Bidder or any other person or provide additional information or clarification.
- k. **PSiRA is not obliged to accept the lowest or any bid thereof and reserves the right to withdraw this bid.**



12. GENERAL INFORMATION

- a. Bid documentation will be made available from National Treasury E-Tender Website, ready to be downloaded by bidders.
- b. All compulsory forms contained in the bid documentation must be completed and signed in full.
- c. Proof of Registration with the National Treasury Central Supplier Database (CSD) must be provided.
- d. Received bids will be opened in public on the closing date at 11h30.
- e. Bids should be submitted at the correct address, before or on the closing date and time. No late bids will be accepted under any circumstance.
- f. Bidders are required to submit 2 indexed hard copies of bids (1 original and 1 copy) + a USB (bidders must ensure that the documentation on the USB are exactly the same as the one submitted as a hard copy document).**
- g. Bidders may make use of courier services and must confirm bid acknowledgement with SCM office.
- h. Sealed and clearly marked bids indicating the Bid Reference No. i.e., **PSiRA/201X/RFB/XX must be deposited in the PSIRA Head Office tender situated at 420 Witch Hazel Avenue, Eco Glades, Block B2, Eco Park, Centurion, Pretoria**

13. GENERAL QUALIFICATION CRITERIA

- a. The applicant must be a South African registered Company.
- b. Bidders, seeking to operate on a sub-contracting basis and who want to claim preference points, will have to comply fully with regulations 11(8) and 11 (9) of the PPPFA Act with regard to sub-contracting.
- c. Bidders who qualify to use sub-contractors (in whatever form agreed upon) agree to take full responsibility for any liability or for losses or damages incurred by such sub-contractors.
- d. The applicant company must be registered on Treasury's central database.

14. INSTRUCTIONS TO BIDDERS

- a. The bidder is required to confirm that it will hold its proposal valid for 120 days from the closing date of the tender, during which time it will maintain without change, their proposed rates and prices.
- b. **Bidders are required to submit 2 indexed hard copies of bids (one original and 1 copy) + a USB (bidders must ensure that the documentation on the USB are exactly the same as the one submitted as a hard copy document).**

15. CONCLUSION

This RFP is issued in good faith and prospective bidders will ensure the following:


- a. No part of the RFP may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This RFP related or any Intellectual Property Rights (IP) in this RFP and any other documents remain Propriety to PSiRA and must be promptly returned to PSiRA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.
- b. Where there is a need to distribute or disclose information, the bidder will write to PSiRA and seek approval in writing from PSiRA failing which the Bid may be rejected and, if required PSiRA may institute civil action.
- c. PSiRA will not entertain any correspondence, communication, or disclosures after the closing date.
- d. Bidders participate in this RFP at their own risk and PSiRA will not be held liable or accountable for any costs or damages or whatever impact the bidder may have encountered in the process of this RFP.

16. CONTACT INFORMATION

The contact person for this assignment (Technical Enquiries):

Mr. Hofney Moepi

Email: bids@psira.co.za




Bidding Procedures Enquiries:

Ms. Tsakani Maluleke | Tel: 012 003 0686 | Email: bids@psira.co.za

Mr. Hofney Moepi

(Chairperson)

Hofney MOEPI
Bid Specification Committee


Signature

23 August 2022
Date

Name of Bidder

Bidder's Signature

Date



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY					
BID NUMBER:	PSiRA/2022/RFB/08	CLOSING DATE:	08 NOVEMBER 2022	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY/DEVELOP, IMPLEMENT AND MAINTAIN ONLINE EXAMINATION/ASSESSMENT MODULE FOR PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PSiRA HEAD OFFICE: 420 WITCH HAZEL AVENUE					
BLOCK B - ECO GLADES 2 OFFICE PARK					
HIGHVELD EXT 70					
CENTURION					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Tsakani Maluleke		CONTACT PERSON	Mr. Hofney Moepi	
TELEPHONE NUMBER	012 003 0686		TELEPHONE NUMBER	012 003 0686	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	bids@psira.co.za		E-MAIL ADDRESS	bids@psira.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
CONTACT PERSON					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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 THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:



Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

If "Good standing", please state the purpose of this application

Two empty text input boxes for stating the purpose of the application.

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no Company/Close Corp. registered no

Income Tax ref no PAYE ref no

VAT registration no SDL ref no

Customs code UIF ref no

Telephone no Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no Income Tax ref no

Telephone no Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

- -

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: PSiRA/2022/RFB/08
CLOSING TIME 11:00	CLOSING DATE: 08 NOVEMBER 2022

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY/DEVELOP, IMPLEMENT AND MAINTAIN ONLINE EXAMINATION/ASSESSMENT MODULE FOR PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY		

1. The accompanying information must be used for the formulation of proposals.
 2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
 3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
 4. PERSON AND POSITION
- | | HOURLY RATE | DAILY RATE |
|-------|-------------|------------|
| ..... | R..... | ..... |
| ..... | R..... | ..... |
| ..... | R..... | ..... |
| ..... | R..... | ..... |
| ..... | R..... | ..... |

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

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



Name of Bidder:

Any enquiries regarding bidding procedures may be directed to the –

Private Security Industry Regulatory Authority (PSiRA)

Department: Supply Chain Management Office

Contact Person: Ms. Tsakani Maluleke

Tel: 012 003 0686

Email Address: bids@psira.co.za

Or for technical information –

Contact Person: Mr. Hofney Moepi

Tel: 012 003 0686

Email Address: bids@psira.co.za



PRICING STRUCTURE

BID NO: PSiRA/2022/RFB/08 - APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY\DEVELOP, IMPLEMENT AND MAINTAIN ONLINE EXAMINATION\ASSESSMENT MODULE FOR PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY

SOFTWARE PRICING	TOTAL
LICENSING	
DESIGN AND DEVELOPMENT	
36 MONTHS SUPPORT	
TOTAL	R
OTHER FEES:	
TOTAL	

Total Pricing must be highlighted on SBD 3.3

Name of Bidder

Bidder's Signature

Date

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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) and 7 (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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 10 or 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:

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

(*Tick applicable box*)

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

- 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 last 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.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3

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

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Signature

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Date

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Position

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Name of bidder