



**PSiRA**  
Private Security Industry Regulatory Authority

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**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND MANAGEMENT OF A SOFTWARE-DEFINED WIDE-AREA NETWORK (SD-WAN) AND DISASTER RECOVERY SITE FOR A PERIOD OF 48 MONTHS**

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**[PSiRA/2022/RFB/05]**

**Date Issued: [01 AUGUST 2022]**

**Closing date and time: [31 AUGUST 2022 at 11:00]**

**Virtual Compulsory Briefing Session: 16 AUGUST 2022 at 10:00 (SERVICE PROVIDERS TO REGISTER FOR VIRTUAL BRIEFING SESSION BY SENDING EMAILS TO [bids@psira.co.za](mailto:bids@psira.co.za) NO LATER THAN 12 AUGUST 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"/>	<b>SBD 1:</b> Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	<b>SBD 2:</b> Central Supplier Database (CSD) report must be submitted confirming the Bidders Tax Compliance
<input type="checkbox"/>	<input type="checkbox"/>	<b>SBD 3:</b> Pricing Schedule
<input type="checkbox"/>	<input type="checkbox"/>	<b>SBD 4:</b> Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	<b>SBD 6.1:</b> 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"/>	Attendance of Virtual Compulsory Briefing session

Sealed and clearly marked bids indicating the bid Reference No. i.e PSiRA/2022/RFB/XX 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**

**SUPPLY, INSTALLATION AND MANAGEMENT OF A  
SOFTWARE-DEFINED WIDE-AREA NETWORK (SD-  
WAN) AND DISASTER RECOVERY SITE FOR A  
PERIOD OF 48 MONTHS**

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## 1. ACRONYMS

ISP	Internet Service Provider
WAN	Wide Area Network
MPLS	Multiprotocol Label Switching
APN	Access Point Network
DR	Disaster Recovery
IT	Information Technology
SD-WAN	Software Defined-Wide Area Network
PSiRA	Private Security Industry Regulatory Authority
SMS	Short Message Services
FTTB	Fiber to the Business
PTP	Point to Point
POP	Post Office Protocol
VPN	Virtual Private Network
APPS	Applications
SLA	Service Level Agreement
MB	Megabyte
API	Application Program Interface
PIN	Personal Information Number
PUK	Personal Unblocking Key
IPSEC	Internet Protocol Security
ERP	Enterprise Resource Planning
QOS	Quality of Service
MBPS	Megabyte Per Second
MICROWAVE	Licensed Spectrum Microwave
FEC	Forward Error Correction
POC	Packet Order Correction
ZTNA	Zero Trust Network Access
CASB	Cloud Access Security Broker
SWG	Secure Web Gate

## 2. BACKGROUND

The Private Security Industry Regulatory Authority was established in terms of Section 2 of the Private Security Industry Regulation Act (56 of 2001) in 2002. To ensure PSiRA executes its mandate to the fullest, it requires the technology that will allow it to connect to all its offices seamlessly. PSiRA currently has a SD-WAN that covers approximately **12 sites** within South Africa.

## 3. PURPOSE

The purpose of the bid is to appoint a suitable Internet Service Provider that will supply, install, and maintain on-premises software-defined wide area network, Disaster Recovery site **for a period of 48 months**. The solution should be **cost effective, scalable** and must be according to the best IT practices and market trends. The solution will be regarded as the one in which all the operational units of PSiRA are on the same functioning network.

## 4. TECHNICAL SCOPE

The scope of the project will be to deliver and maintain and will be broken into the following categories:

1. SD-WAN for all PSiRA's offices,
2. Firewall Management,
3. Disaster Recovery Site.

### 4.1 SD-WAN SPECIFICATION

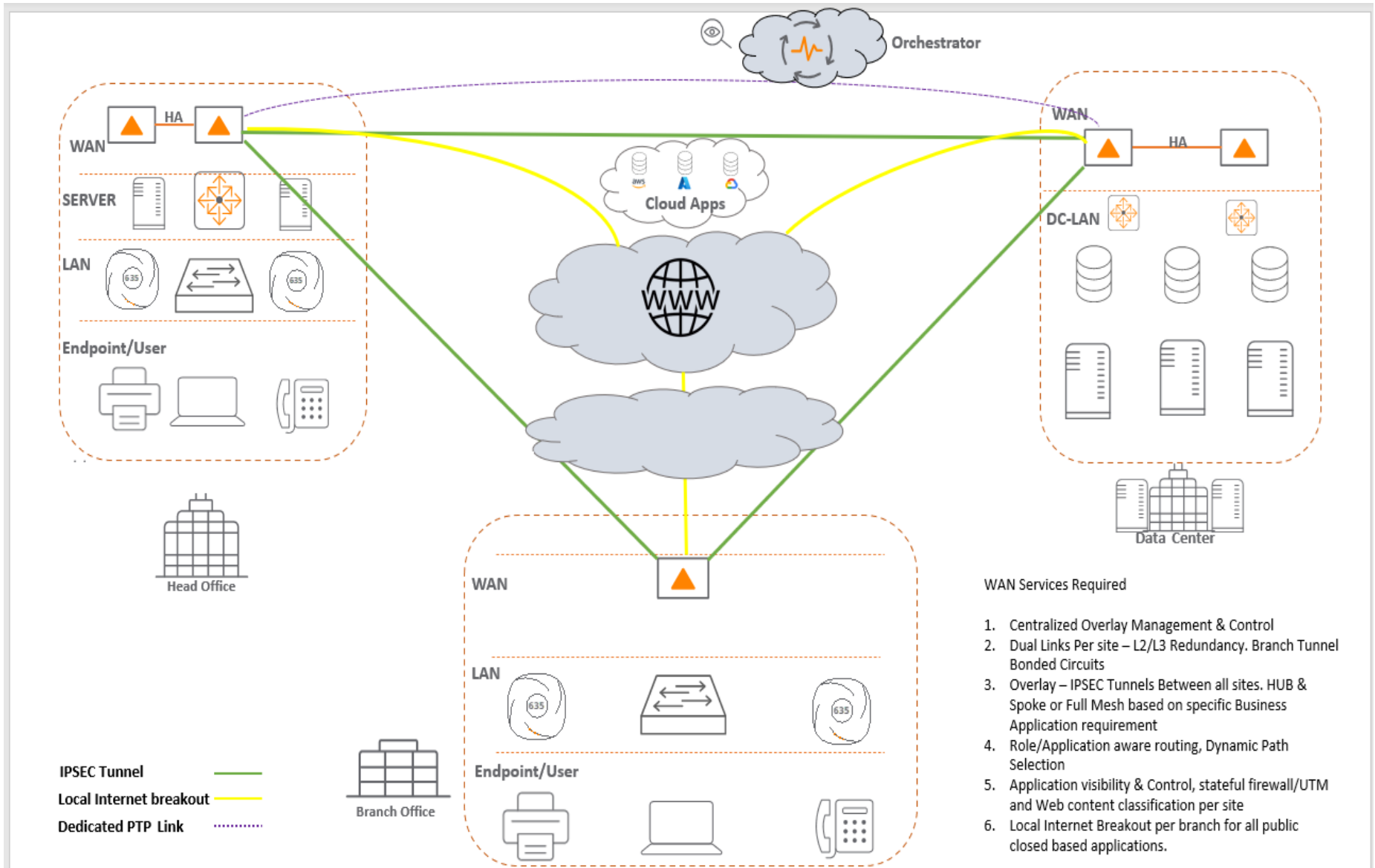
- a) The solution must be able to interconnect all PSiRA offices using the SD-WAN technology.
  - This must be accomplished using either Fiber and/or Microwave and cater for redundancy and high availability for each site.
  - The primary link must be Fiber unless in case where Fiber is not feasible, then a microwave will be used as a primary link and another microwave will be used as a secondary link.
  - **Note:** *Where the site connects using two microwaves, those microwaves must connect to two different POP sites.*

- b) The service provider must ensure the solution is available 24x7x365 days a year.
- c) All network equipment will need to be insured by the service provider to cover theft, damage and any act of God that will take place for the duration of the contract across all sites.
- d) The SLA for all links must be 99.00% up time per month for PSiRA head office and DR Site and 98.30% for PSiRA national offices for the duration of the contract.
- e) The service provider will be required to provide the Authority with the appropriate equipment's and services for each site for the duration of the contract.
- f) All links need to be dedicated uncontended ratio of 1:1 breakout.
- g) The sites must be configured as follows:

<b>PSiRA Offices/Region</b>	<b>Link Size</b>	<b>Installation Method</b>
Replication Link	100 MB Single Link	FTTB (100 MB)
Head Office (Centurion)	200 MB Dual Links	FTTB-Primary Link (200 MB) Microwave (200 MB)
Johannesburg Office	50 MB Dual Links	FTTB-Primary Link (50 MB) Microwave (50 MB)
Pretoria Office	50 MB Dual Links	FTTB-Primary Link (50 MB) Microwave (50 MB)
Western Cape Office	50 MB Dual Links	FTTB-Primary Link (50 MB) Microwave (50 MB)
Kwazulu-Natal Office	50 MB Dual Links	FTTB-Primary Link (50 MB) Microwave (50 MB)
Port Elizabeth Office	50 MB Dual Links	FTTB-Primary Link (50 MB) Microwave (50 MB)
Mthatha Office	20 MB Dual Links	FTTB-Primary Link (20 MB) Microwave (20 MB)
Nelspruit Office	20 MB Dual Links	FTTB-Primary Link (20 MB) Microwave (20 MB)
Polokwane Office	20 MB Dual Links	FTTB-Primary Link (20 MB) Microwave (20 MB)
Bloemfontein Office	20 MB Dual Links	FTTB-Primary Link (20 MB) Microwave (20 MB)
Arcadia Office	20 MB Dual Links	FTTB-Primary (20 MB) Microwave (20 MB)

Figure A

**Figure B: Diagram of the Required Solution**



(H)



- h) The service provider must be able to downgrade and upgrade to the relevant link size to cater for business requirements when needed.
- i) The solution must be able to do WAN compression/deduplication and provide TCP acceleration if needed and provide Path conditioning technologies like FEC (Forward Error Correction and POC (Packet Order Correction)).
- j) Each office to breakout independently to the internet.
- k) Both links need to be active always. Deliver higher bandwidth and resiliency by aggregating multiple links and providing a single, high performance logical connection by providing per-packet path decisions and load balancing
- l) The solution must be able to classify the different types of application traffic and be able to put the traffic into different classes e.g., mission critical, best effort, bandwidth intensive.
- m) The solution must be able to take the best path based on WAN conditions such as low latency, no packet loss and utilization.
- n) If the primary link becomes unavailable, traffic must be re-routed and shared on the secondary link until such time the primary link has being restored and the same applies when the secondary link is down, traffic must be re-routed and shared on the primary link until restored.
- o) Correct for lost and out-of-order packets to achieve private line-like performance over any combination of transports including consumer broadband
- p) Overcome the effects of high latency with fully integrated, optional on-demand WAN optimization
- q) Eliminate single points of failure to provide always-on traffic across LAN, WAN, and the SD-WAN appliance with a resilient HA cluster architecture
- r) Segment apps based on granular security policies and business intent while minimizing the attack surface
- s) Employ a zero-trust security model based on an app-whitelist approach with integrated end-to-end zone-based firewall across LAN and WAN, AES-256 encrypted tunnels and secure zero-touch provisioning
- t) Orchestrate app-driven security policies with simplified security service chaining no matter where the apps reside

- u) The CE needs to be capable of consolidating features and functions like SD-WAN, routing interoperability, stateful firewall and optional integrated WAN optimization into one platform supporting new installations or a router refresh. Furthermore, The CE needs to streamline WAN edge architecture with simplified security service chaining to accommodate for any current and future SASE architecture
- v) Manage, provision and push configurations to branch offices quickly without specialized IT resources on site with the centralized Unity Orchestrator
- w) Bring new sites quickly with zero-touch provisioning
- x) Enable flexible deployment models that can integrate with existing branch routers as in-line or out-of-path and overtime remove the unnecessary router
- y) Preserve WAN services investments while fully optimizing available bandwidth capacity resulting in tremendous savings on purchasing additional bandwidth
- z) Integrate broadband securely with encrypted tunnels and simplified service chaining to third-party security services
- aa) Augment or replace existing MPLS circuits with lower-cost broadband by sending traffic direct-to-net without backhauling to headquarters
- bb) Minimize the costs to migrate to an advanced SD-WAN architecture with flexible deployment (physical, virtual, cloud-based) options and integration with existing WAN infrastructure
- cc) Move to a thin branch that simplifies WAN architecture and minimizes required IT resources to operate
- dd) Simplify ongoing operations with a centralized single pane-of-glass orchestrator
- ee) Eliminate the high cost of deploying a separate WAN optimization solution with optional integrated WAN optimization that can be applied on an application or site basis
- ff) Improve SaaS application performance by intelligently and dynamically breaking out internet traffic on an app-by-app basis based on business intent.
- gg) Accelerate access to SaaS apps based on the optimal egress point of hubs/branch offices to cloud centers optimizing routes

- hh) Enable customers to embrace a multi-cloud strategy with certified IaaS solutions on Microsoft Azure, AWS, Oracle Cloud, and Google Public Cloud.
- ii) Provide Flexible Orchestration Deployment Options e.g. On Prem, Cloud Hosted or As-a-Service
- jj) Routing and traffic forwarding should NOT be dependent on the Orchestrator. If Orchestrator is unreachable, either because it's off-line for maintenance, network issues, or it has failed, data plane forwarding should be maintained through all appliances according to established policies.

#### 4.2 **FIREWALL MANAGEMENT**

- a) The Firewall solution must:
  - be able to perform quality of service (QOS) on all network traffic at each site.
  - be able to cater for SLA's to be defined on business-critical applications.
  - be able to cater for central management for all sites.
  - be able to classify the different types of network traffic.
  - ensure PSiRA IT Department can share the management capabilities of the solution.
  - be able to configure WAN policies, security polices and routing policies
  - be able to provide Native integration with best-of breed SASE capabilities e.g., Zero Trust Network Access (ZTNA), Secure Web Gateway (SWG), Cloud Access Security Broker (CASB)
  - cater for alerting designated IT staff on critical alerts.
  - be able to, at minimum, do the following:
    - i. Web content filtering,
    - ii. deep packet inspection,
    - iii. malware protection and anti-virus protection,
    - iv. IPsec VPN tunneling,
    - v. stateful packet inspection.
  - be able to cater for full reporting capabilities including:
    - i. Application and Website usage,
    - ii. WAN health checks.

- iii. IDS, IPS, malware and threat detection

**Address and size of each site**

<b>PSiRA Offices/Regions</b>	<b>Street Address</b>	<b>Approximately Users</b>
Head Office (Centurion)	Eco Glades 2 Office Park, Block B, 420 Witch-Hazel Avenue, Highveld Ext 70, Centurion	200
Johannesburg Office	Ground Floor, Romi-Lee House, 130 Cnr. Marshall & Eloff Street, Johannesburg	50
Pretoria Office	170 Thabo Sehume and Madiba Street, Debryn Building Corner, Arcadia, Pretoria	50
Western Cape Office	3 <sup>rd</sup> Floor Louwville Place, 23 Vrede Street, Belville 7530, Cape Town	25
KwaZulu Natal Office	Standard Bank Building Ground Floor, 26 Mathews Meyiwa Road Greyville, Durban	40
Port Elizabeth Office	Shop 211-D 2 <sup>nd</sup> Floor, Pier 14 Centre 444 Govan Mbeki Street, North End, Port Elizabeth	20
Mthatha Office	13 Cumberland Street, Mthatha	10
Polokwane Office	80 Hans Van Rensburg Street, Polokwane	10
Bloemfontein Office	Fedsure Building, 53 Charlotte Maxeke Street, Bloemfontein	10
Arcadia Office	481 Belvedere Street, Arcadia	10
Nelspruit Office	7 Bell Street, Nelspruit	10

**4.3 DISASTER RECOVERY SPECIFICATION**

- a) The successful bidder will be required to:
  - o Provide half a rack space where PSiRA can accommodate its Disaster Recovery Site Servers and related components.
  - o All PSiRA offices must be able to connect to DR site in the event of disaster.
  - o A layer 3 link will be needed between head office and the DR site to cater for replication traffic.

**5. REPORTING AND MONITORING**

The successful bidder will be required to submit monthly performance reports that shows the following at minimum:



- a) WAN performance and availability
  - Compare LAN side throughput to WAN side throughput to determine how much data is being eliminated across the WAN using Data Reduction.
  - Identify which applications are using the most bandwidth across the WAN
- b) Internet performance and availability
  - Measure (in packets per second) the performance being achieved across the WAN for both optimized and non-optimized traffic.
- c) Information regarding all incidents for the reporting period including root cause analysis, corrective action implemented, change requests.
- d) Critical and high security events on the Firewall to be reported monthly (IDS, IPS, Malware and threat detection).

## **6. SERVICE MANAGEMENT**

- a) There must be a dedicated Account Manager to the Authority.
- b) A service manager must be provided to the Authority.
- c) Punitive SLA will be signed.
- d) The service provider must indicate MRC and NRC related costs including VAT, Support and Maintenance.

### **Support must comply with but not limited to:**

- a) The Service Provider must have Network Operations Centre.
- b) The network operations center must operate 24x7x365 days a year to manage the Authority services.
- c) The Service provider must notify the PSiRA in advance of any scheduled and unscheduled maintenance.

## **7. DURATION**

- a) A successful bidder will be required to enter into Service Level Agreement with PSiRA for a period of **48** months.

## **8. EVALUATION CRITERIA**

### **I. CRITERION 1 – Compulsory Requirements**

Bidders will first be evaluated on 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 further be evaluated on criterion 2 which is the functionality.

The tender must be submitted in the prescribed format. Standard bidding documents should be filled in (not re-typed). These standard bidding documents includes:

- a) SBD 1 Invitation to Bid.
- b) SBD 2 central supplier database (CSD) report to be submitted confirming the Bidders tax compliance.
- c) SBD 3.1 Pricing Schedule.
- d) SBD 4 Declaration of Interest.
- e) SBD 6.1 Preference Points Claim Form.
- f) General Conditions of Contract (ALL pages to be initialled and last page to be signed by the bidder).
- g) Terms of reference (ALL pages to be initialled and last page to be signed by the bidder).

***NB: All forms must be completed and signed. Incomplete forms/bids will lead to disqualification***

### **II. CRITERION 2 – FUNCTIONALITY**

Functionality is worth 80 points. The minimum threshold is 70 points. Bidders who score less than 70 points on functionality will therefore be disqualified. Those who score more than 70 points will qualify for **criteria 3**

## Functionality / Technical Criteria

FUNCTIONALITY CRITERIA	WEIGHT
<b>REFERENCE LETTERS</b>	<b>10</b>
<p>The bidders are requested to provide the following:</p> <p>Three (3) Reference letters on a letterhead from their clients where a similar service has recently been implemented. Bidders must make sure that the letters are signed, and the contact details are fully completed. The contact details must include the contact number and the e-mail address of the referee. The reference must not be older than 24 months from the date of the RFP submission.</p> <p><b>***If any of the above information is missing, the bidder will be scored zero.</b></p> <ul style="list-style-type: none"> <li>✓ <b>10 points</b> for 3 reference letters</li> <li>✓ <b>6 points</b> for 2 reference letters</li> <li>✓ <b>3 points</b> for 1 reference letter</li> <li>✓ <b>0 points</b> for No reference letter</li> </ul> <p><b>Note: PSiRA may verify the information provided; and if your referee does not confirm the information provided the reference will not be considered.</b></p>	
<b>PROJECT IMPLEMENTATION METHODOLOGY</b>	<b>12</b>
<p>The bidder must present a Project plan to demonstrate the provision of the service as stipulated in the TOR.</p> <ul style="list-style-type: none"> <li>✓ <b>8 points</b> for project plan and detailed time frames of installation of data links. Show how long it will take to provision and install data links.</li> <li>✓ <b>4 points</b> for detailed diagram of the solution: The bidder must show how connection to the PSiRA head office will be achieved, link to the SD-WAN and link to all the regional offices.</li> </ul>	
<b>DISASTER RECOVERY SITE</b>	<b>6</b>
<p>Bidders must submit detailed profile where the Disaster Recovery systems will be hosted and:</p> <ul style="list-style-type: none"> <li>✓ <b>2 points</b> for providing sample diagram or picture of where the devices will be hosted together with location of the DR</li> <li>✓ <b>2 points</b> for providing room specification (which includes temperature of the room, fire detection systems, equipment's, and access control)</li> <li>✓ <b>2 points</b> for providing process required for PSiRA to enter the building and the time it takes for entry to be approved.</li> </ul>	
<b>REPORTING AND MONITORING</b>	<b>12</b>

<p>Bidders must submit samples of the following reports:</p> <ul style="list-style-type: none"> <li>✓ <b>3 points</b> for report sample for WAN Performance</li> <li>✓ <b>3 points</b> for report sample for internet utilization performance</li> <li>✓ <b>3 points</b> for report sample IDS</li> <li>✓ <b>3 points</b> for real time monitoring sample of link utilization, user utilization and application utilization.</li> </ul> <p><b>***If any of the above is missing, the bidder will be scored zero</b></p>	
<b>FIREWALL CAPABILITIES</b>	<b>15</b>
<p><b>Bidders must submit pictures of the following:</b></p> <ul style="list-style-type: none"> <li>✓ <b>3 points</b> for picture showing web content filtering supported on firewall</li> <li>✓ <b>3 points</b> for picture showing deep packet inspection supported on firewall</li> <li>✓ <b>3 points</b> for picture showing malware protection supported on firewall</li> <li>✓ <b>3 points</b> for picture showing anti-virus protection supported on firewall</li> <li>✓ <b>3 points</b> for picture showing configuration of links for high availability and load balancing</li> </ul> <p><b>***If any of the above is missing, the bidder will be scored zero</b></p>	
<b>SERVICE LEVEL AGREEMENT</b>	<b>15</b>
<p>Bidders must submit <b>ACTUAL</b> Service Level Agreement in line with the Project indicating the following as a minimum:</p> <ul style="list-style-type: none"> <li>✓ Technical Scope (Deliverables) as per <b>paragraph 4</b> of this TOR</li> <li>✓ Penalty clause (For the duration of the contract)</li> <li>✓ Technical support to be demonstrated in terms of response time of logging incidents and link performance in line with paragraph 10 Instructions to Bidders point a. of this document.</li> <li>✓ and any other related clauses</li> </ul> <p><b>***If any of the above is missing, the bidder will be scored zero</b></p>	
<b>VENDOR CERTIFICATION</b>	<b>10</b>
<p>Bidders are required to demonstrate networking certification which is valid and current from a legitimate vendor (for example: Cisco, Juniper, Huawei and FortiGate etc.) through the provision of one networking certificate which indicates the highest level of certification.</p> <ul style="list-style-type: none"> <li>✓ Partnership: Platinum - <b>10 Points</b></li> <li>✓ Partnership: Gold - <b>7 Points</b></li> <li>✓ Partnership: Silver - <b>4 Points</b></li> </ul> <p><b>***If no partnership certificate provided, the bidder will be scored zero</b></p>	
<b>Total</b>	<b>80</b>



### III. CRITERIA 3-PRESENTATION

Bidders will be evaluated out of 20 points and are required to achieve minimum threshold of 10 points out of 20 points. The overall combined score must be equal or above 80 points out of 100 points in order to proceed to **Criteria 4**. Bidders who score less than 80 points out of 100 points on functionality and presentation will therefore be disqualified.

<b>PRESENTATION</b>	
<b>To enable the PSiRA to evaluate the entity on the below criteria, please ensure that adequate documentations are submitted</b>	
Demonstrate the overall proposed technical solution – 5 points	5
Demonstrated transition and implementation plan – 5 points	5
Demonstrated enhanced capabilities and innovations aligned to PSiRA future digital requirements – 5 points	5
Demonstrated reporting and deployment capabilities – 5 points	5
<b>Total Points</b>	<b>20</b>

### IV. CRITERIA 4-PRICE AND PREFERENCE POINT SYSTEM

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 RFQ are as follows:**

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

### 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

### Price Calculation 80/20

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

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

Where:

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Rand value of bid under consideration

$P_{min}$  = Rand value of lowest acceptable bid

## 9. INSTRUCTIONS TO BIDDERS

### a. Service Level Agreement (SLA)

- All services to be delivered as per the timelines mutually defined and agreed by PSiRA and the preferred bidder.
- Proposed penalty clause to ensure acceptable service availability and performance levels are maintained throughout the contract. A proposed penalty clause will be in line to ensure availability of service and quality of service as stipulated in the tables below.
- When agreed level of service is not maintained a penalty shall be in the form of service credits.

- The successful bidder will ensure 24 x 7 x 365 days a year support.
- Link performance requirements will be required to proactively monitor the SD-WAN and its related services to ensure high availability of service provided to PSiRA in compliance with required service levels as outlined in the link performance table below.

<b>Fibre</b>	<b>Latency</b>	<b>Packet Loss</b>	<b>Jitter</b>
PSiRA Head Office and PSiRA Disaster Recovery Site	<10ms	<1%	<10ms
PSiRA National Site	<15ms	<1%	<15ms
<b>Microwave</b>	<b>Latency</b>	<b>Packet Loss</b>	<b>Jitter</b>
PSiRA Head Office PSiRA Disaster Recovery site	<25ms	<1%	<25ms
PSiRA National Site	<30ms	<1%	<30ms

- Incident resolution and service level uptimes per location: The successful bidder will be required to adhere to the service levels outlined in the table below

<b>Service Level Type</b>	<b>Time to Respond</b>	<b>Time to Resolve</b>	<b>Target Uptime</b>	<b>Maximum Monthly Downtime</b>	<b>Typical PSiRA Locations</b>
Priority 1	15 mins	2 hours	99.00%	2 hours	Head Office and DR
Priority 2	30 mins	3 hours	98.30%	4 hours	All PSiRA Offices
Priority 3	60 mins	6 hours	98.30%	6 hours	All PSiRA Offices
Priority 4	240 mins	24 hours	98.30%	6 hours	All PSiRA Offices

- b. Bid validity- 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.
- c. Bidders are required to submit 2 indexed hard copies of bids (one original and 1 copy + a USB containing the same documentation submitted as a hard copy).

## **10. PSiRA RIGHTS**

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.

## **11. MINIMUM REQUIREMENTS**

- 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. Only original bid documents will be accepted. No e-mailed or posted copies will be accepted (one original and 1 copy and a USB will be sufficient).
- g. Bidders may make use of courier services and have to confirm bid acknowledgement with SCM office.
- h. Sealed and clearly marked bids indicating the Bid Reference No. i.e. PSiRA/2022/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.
- i. Failure to comply with the above-mentioned conditions may invalidate your bid.

**12. CONTACT PERSONS**

**The contact person for this assignment (Technical Enquiries):**


Mr. Kaylin Govender | Email: [bids@psira.co.za](mailto:bids@psira.co.za)

**Bidding Procedures Enquiries**

Ms. Tsakani Maluleke | Tel: 012 003 0686 | Email: [bids@psira.co.za](mailto:bids@psira.co.za)

**Mr. Hofney Moepi  
(Chairperson)**

Bid Specification Committee

  
 \_\_\_\_\_  
 Signature

08/06/2022  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Bidder

\_\_\_\_\_  
 Bidder's Signature

\_\_\_\_\_  
 Date



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY</b>					
BID NUMBER:	PSiRA/2022/RFB/05	CLOSING DATE:	31 AUGUST 2022	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND MANAGEMENT OF A SOFTWARE-DEFINED WIDE-AREA NETWORK (SDWAN) AND DISASTER RECOVERY SITE FOR A PERIOD OF 48 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
PSiRA HEAD OFFICE: 420 WITCH HAZEL AVENUE					
BLOCK B - ECO GLADES 2 OFFICE PARK					
HIGHVELD EXT 70					
CENTURION					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms. Tsakani Maluleke		CONTACT PERSON	Mr. Kaylin Govender	
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	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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	
<b>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.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>

<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 option .....Tenders  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	7				
VAT registration no	4				SDL ref no	L				
Customs code					UIF ref no	U				
Telephone no	CODE		NUMBER		Fax no	CODE		NUMBER		
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	CODE		NUMBER		Fax no	CODE		NUMBER		
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

CCYY - MM - DD

Date

Name of representative/agent

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

CCYY - MM - DD

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 – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number: PSiRA/2022/RFB/05
Closing Time 11:00	Closing date: 31 AUGUST 2022

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	-----------------------------------------------------------------

**R.....**

**APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND MANAGEMENT OF A SOFTWARE-DEFINED WIDE-AREA NETWORK (SD WAN) AND DISASTER RECOVERY SITE FOR A PERIOD OF 48 MONTHS**

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- Required by: **PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSiRA)**

- At: **ALL PSiRA OFFICES**

.....

- Brand and model .....  
.....

- Country of origin .....  
.....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....  
\*Delivery: Firm/not firm

- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

## 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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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

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<sup>2</sup> 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:

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

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		
<b>OR</b>		
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



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## 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](http://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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder