



PSiRA
Private Security Industry Regulatory Authority

**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE
PROVIDER TO SUPPLY AND INSTALL BIOMETRICS ACCESS
CONTROL SYSTEMS AT ALL PSiRA OFFICES**

[PSiRA/2023/RFB/01]

Date Issued: [30 MAY 2023]

Closing date and time: [03 July 2023 at 11:00]

**Non-Compulsory Virtual Briefing Session: 13 June
2023 at 10:00**

**(SERVICE PROVIDERS TO REGISTER FOR NON-
COMPULSORY VIRTUAL BRIEFING SESSION BY SENDING
EMAILS TO bids@psira.co.za NO LATER THAN 09 June 2023).**

NB: The briefing session link will be shared with all interested bidders on 12 June 2023

Bid Validity Period: [120 days]

TENDER BOX ADDRESS:

PSiRA Head Office: 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 3: Pricing Schedule
<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, 2022
<input type="checkbox"/>	<input type="checkbox"/>	SBD 6.2: Declaration Certificate for Local Production and Content for Designated Sectors.
<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"/>	Valid PSiRA registration certificate of the business.
<input type="checkbox"/>	<input type="checkbox"/>	Valid PSiRA letter of good standing.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: PSiRA Pricing schedule.
<input type="checkbox"/>	<input type="checkbox"/>	In case of partnership, bidders must submit a signed letter of confirmation by both parties.
<input type="checkbox"/>	<input type="checkbox"/>	In case of subcontracting or joint venture, bidders must submit a clear agreement regarding joint ventures or subcontracting. The percentage of the involvement of the joint venture /subcontractor should be clearly stated in the agreement.
<input type="checkbox"/>	<input type="checkbox"/>	In case of partnership valid PSiRA registration certificate of the business of partners must be submitted.
<input type="checkbox"/>	<input type="checkbox"/>	In case of subcontracting or joint venture valid PSiRA letter of good standing of partners/subcontractors must be submitted

Sealed and clearly marked bids indicating the bid Reference No. i.e PSiRA/2023/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.

The purpose of this document is to provide guidance to service providers on how to compile a compliant bid proposal.

Bids/Forms will be considered to be fully completed when signed and the following are specified/ reflected and submitted:

SBD 1: Invitation to Bid

- Supplier information.
- Signed on page 2.

SBD 3.3: Pricing Schedule

- Company name reflected on the form.
- Total bid price reflected on the form.
- Phases according to which the project will be completed, cost per phase and man-days to be spent.
- Period required for commencement with project after acceptance of bid.
- An indication that the bid price is fixed or not, if not for the full period, provide details.
- Estimated man-days for completion of project.

SBD 4: - Declaration of interest

All questionnaires must be answered on:

- Paragraph 2: 2.1 and 2.1.1.
- Paragraph 2.2 and 2.2.1.
- Paragraph 2.3 and 2.3.1
- Paragraph 3
 - Signed, dated, position specified, and name of bidder specified.

SBD 6.1: Preference Claim Forms in terms of Preferential Procurement Regulations 2022

- Paragraph 4.1: Completion of table 1.
- Declaration with regard to company/firm (paragraph 4.2, 4.3 and 4.4).
- Signature(s) of tenderer(s), surname and name, date and address.

SBD 6.2: Declaration Certificate for Local Production and Content for Designated Sectors

- Paragraph 2: Stipulate percentage for local production and content.
- Paragraph 3: An indication that the goods or services offered have any imported content
- Paragraph 3.1: Provide more information based on paragraph 3 response.
- Paragraph 4. Local content declaration- completed and signed.

Terms of Reference (All pages to be initialled and last page signed by the bidder)

General Conditions of Contract (All pages to be initialled and last page signed by the bidder)



- Valid PSiRA registration certificate of the business.
- Valid PSiRA letter of good standing.
- Annexure B: PSiRA Pricing schedule.
- In case of partnership, bidders must submit a signed letter of confirmation by both parties.
- In case of subcontracting or joint venture, bidders must submit a clear agreement regarding joint ventures or subcontracting. The percentage of the involvement of the joint venture /subcontractor should be clearly stated in the agreement.
- In case of partnership valid PSiRA registration certificate of the business of partners must be submitted.
- In case of subcontracting or joint venture valid PSiRA letter of good standing of partners/subcontractors must be submitted

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL BIOMETRICS ACCESS CONTROL SYSTEMS AT ALL PSiRA OFFICES.

1. PURPOSE

The purpose of bid is to appoint a suitably qualified and experienced service provider that has capacity to design, supply, install new integrated Biometric Access Control Systems at all PSiRA Offices. To ensure continued and sustainable system availability, the PSiRA further requires the same service provider to provide support, repair, and maintenance of the same systems for a period of 36 months.

2. BACKGROUND

2.1. PSiRA was established in terms of Section 2 of the Private Security Regulation Act (56 of 2001) to regulate the private security industry and to exercise effective control over the practice of the occupation of security service provider in the public and national interest and in the interest of the private security industry itself. The operational activities and mandate of the Authority originate from the Act, the Authority shall:

- Promote a legitimate private security industry, which acts in terms of the principles contained in the Constitution and other applicable laws.
- Promote a private security industry, which is characterised by professionalism, transparency, accountability, equity, and accessibility.

2.2. PSiRA has a responsibility to implement and maintain minimum security measures in terms of the Minimum Information Security Standards (MISS) as well as Minimum Physical Security Standards (MPSS). The purpose of these measures is to protect personnel (including visitors, contractors, and consultants), information, and all assets of the Authority.

3. SCOPE OF WORK

- 3.1 The Authority is required to meet its obligations in terms of the PSiRA Act. To meet its objectives, the Authority invites suitably and experienced Service Providers to supply and install Access Biometric Systems at its Head Office and Regional Offices, which will cater for its staff members inclusive of appointed contractors:
- 3.2 The appointed service provider shall undertake to provide PSiRA with services of high and acceptable standard, which shall include but are not limited to:
- Removal of existing biometric equipment at all PSiRA Offices as per Annexure A except for IT, HR, and Executive office.
 - Supply and installation of biometric equipment at PSiRA Head Office and its regional offices as per Annexure A.
 - Installation of compatible software and license for the duration of the contract period.
 - Maintenance and support services to PSiRA by fixing faulty biometric equipment within 24-hour minimum period from notification by PSiRA.

4. DELIVERABLES

- 4.1. The installed biometric systems must provide but not limited to:
- Access cards.
 - Secured relay units.
 - Access control functionality to all entrances (Fingerprint and access cards as a backup) but with the capability of scaled up or restricted access to IT, HR, and the CEO's office.
 - Disability control measures – alternative methods to authenticate employees with disability.

-
- Must use an algorithm able to enrol and encode fingerprint template.
 - Provide maintenance and support of the system for the duration of the contract period (36 months).
 - Periods updates to latest version of the system.
 - Installation of network points 3m from the reader.
 - Test report for the network points installed.
 - User acceptance test for each office,
 - Project sign-off certificate.

5. COMPATIBILITY

- The service provider must ensure that biometric systems hardware and software are installed and activated by only suitably qualified employees, contractors, or subcontractors in possession of the required qualifications at the level determined by the State Security Agency of South Africa and per PSIR Act.
- The biometric system should be able to be integrated with existing PSiRA IT infrastructure namely:
 - Microsoft Windows Suite – the latest version.
 - Be accessible via LAN.

6. SPECIFICATION.

General System Functionality Requirements

6.1. Clock-Ins

- Each office should be able to serve as its own clocking station.
- Each entry of the clock-in station operation to be 1: n (1 is to many relationship) identification mode.
- Fingerprint identification mode to be scalable.
- Have facility to download clock-in information LAN/VPN (WPN).

-
- Clock-in station to store minimum 500 fingerprint records.

6.2. Enrolment

The system must allow the following information to be captured when employees are enrolled:

- Employee name.
- Employee payroll number.
- Employee Provincial Office.
- Employee Local Office / Department.
- Employee Satellite Office.
- Ten (10) fingers.
- Keypad mode/or and proximity card mode optional for convenience for physical impaired people.
- Employee address and contact information.
- Photo of the employee.
- The system must have an auto synchronisation function enabling two-way flow of information between offices and Head Office allowing employees to always scan.

6.3. Reporting

The software must be capable of providing Management with series of reports on real-time and historical reports. It must be possible for the system to run at Local Offices, Provincial Offices and Head Office, offering the following reports:

- System reports to be able to identify duplicate clock-in/out.
- System report for employees that share credentials attendance – system to be able to extract real-time attendance log of all employees at any given time.

-
- Absentees – system to be able to extract real-time log of all employees who did not clock-in at any given time.
 - Late comers – system to identify who arrived late and what time they arrived.
 - System must be able to produce both summary report and detailed report per Local Office, Regional Office and Head Office when required.
 - Fingerprints to be stored in an encrypted format and system must allow reproduction of the same.

6.4. Payroll Interface

- Should be able to interface with the SAGE 300 PEOPLE in terms of appointments and terminations of employees.

6.5. Hardware – Fingerprint Reader

- Fingerprint reader to operate in an indoor and outdoor environment and must be built for rugged and inclement weather conditions.
- Reader should use a high-end optical lens cable of extracting 80+ minutiae points.
- Reader should operate on a multi system-fingerprint mode and card mode.
- The reader must be 500 dpi or higher scanner.
- Reader must be able to read worn or damaged fingerprints.
- Reader must allow at least one (1) finger scanning.
- Reader to have on-board memory capable of storing 1: n numbers of fingerprints/ user per office category.
- Reader to be able to show visual confirmation on successful fingerprint scanning.
- Security of system to be guaranteed.

6.6. Software

- Application must be compatible with Microsoft Windows Suite.

-
- Manages, amongst others, the enrolment of users.
 - Combination of pattern minutiae and image technology which can extract image from a finger including worn, badly eroded or with poor visible print.
 - Fingerprint matching algorithm performs 1: n matching identification of up to 3000 individual fingerprints records in a second or less.

6.7. Maintenance and Support

The contractor will be responsible for ensuring that the biometric system hardware and software is fully functional throughout the contract period. Maintenance of biometric system shall include:

- Response and resolution of biometric equipment within one (1) business / working day for all PSiRA Offices and two (2) business / working days for Regional / Satellite Offices from reporting of any defective and faulty equipment by PSiRA at agreed rates.
- Defective or Faulty biometric equipment is to be replaced with similar working equipment within one (1) business / working day for all PSiRA offices with exception of Regional / Satellite Offices for which response and resolution will be two (2) business / working days from reporting by PSiRA.
- Update any embedded license where applicable with industry guidelines.
- Ensure that the biometric system functions in accordance with the scope of work.
- The contractor will be responsible for maintenance of the cable connecting the reader from the switch. They must ensure that the network point is in good working condition for the reader to function.

6.8. Functionality

- Ability to register and de-register individuals from national biometric database.
- Offline and Online synchronisation.

-
- Cater for emergency situations.
 - Fingerprint recognition provides real time information to Management.
 - Retain and record time register and attendance with storage capability of at least one year.

6.9. Technical Requirements for Installation

- Supply and installation of Morpho Access Sigma Lite Multi +(plus) device or any other equally approved dual reader, i.e., fingerprint and card reader.
- Supply 300kg magnetic lock complete including Z BKT.
- Supply silver door closer industrial heavy duty, 40-80kg EN2-4.
- Supply mounting box.
- Supply emergencies exist switch box/override capability with break glass (internal manual override key brackets external).
- No touch exit button mechanism.
- Supply 16x16 mm PVC trunking for cabling.
- Supply 3 core power cable with data cables.
- Supply Sherlo (or equivalent and compatible)3.2-amp battery backup power supply 12V-220VAC / 12VDC, SMP, low voltage cut-out over current protection – feed from dedicated power outlets where applicable.
- Supply 12V AH sealed lead acid battery-maintenance free.
- Supply Sagem or equivalent and compatible with USB enrolment reader-MSO with verification license, required for PC enrolment.
- Testing and commissioning.
- External devices to be fitted with anti-theft bracket where applicable.

7. LOCAL CONTENT DECLARATION

- 7.1. Bidders should note that only locally produced and manufactured items and products will be considered for this bid.
- 7.2. The below mentioned threshold will be used during the evaluation process.
- 7.3. Attached is the guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>

Item Description	Designated Products	Minimum threshold
Cable per meter	Electrical and telecoms cables	90%
Magnetic lock including bracket	Steel products	100%
Door closer	Steel products	100%
Lead acid batteries	Industrial lead acid batteries	50%

8. PRICING

The pricing shall be divided into four (4) categories as per annexure B.

- ❖ Once off supply of biometric equipment.
 - Removal of existing and installation of new biometric infrastructure hardware and software from all PSiRA Offices and equipment including all cabling and miscellaneous material required for installation.
 - Software including annual licensing fee.
 - Software should be reusable or transferable to other laptops. Licenses should not be once-off licenses.
 - Maintenance for thirty-six (36) months.

9. EVALUATION CRITERIA

9.1. Criterion 1 – Compulsory Requirements

During this phase, bid responses will be reviewed for purposes of assessing compliance with RFP requirements including completion of standard bidding documents.

- a. SBD 1 - Invitation to Bid.
- b. SBD 3.3 - Pricing schedule and Annexure B- Pricing schedule.
- c. SBD 4 - Declaration of Interest.
- d. SBD 6.1 - Preference Points Claim Form.
- e. SBD 6.2 - Declaration Certificate for Local Production and Content for Designated Sectors.
- f. General Conditions of Contract (ALL pages must be initialled, and the last page must be signed by the bidder).
- g. Terms of reference (ALL pages must be initialled, and last page must be signed by the bidder).
- h. Valid PSiRA registration certificate of the business.
- i. Valid PSiRA letter of good standing.
- j. Annexure B: PSiRA Pricing schedule.
- k. In case of partnership, bidders must submit a signed letter of confirmation by both parties.
- l. In case of subcontracting or joint venture, bidders must submit a clear agreement regarding joint ventures or subcontracting. The percentage of the involvement of the joint venture /subcontractor should be clearly stated in the agreement.
- m. In case of partnership valid PSiRA registration certificate of the business of partners must be submitted.
- n. In case of subcontracting or joint venture valid PSiRA letter of good standing of partners/subcontractors must be submitted.

9.1.1.CONDITIONS OF TENDER

- All forms must be completed and signed. Incomplete and unsigned forms/bids will be disqualified.
- Failure to comply with the mandatory requirements will lead to disqualification.
- Failure to initial each page of the TOR and the GCC will lead to disqualification.
- Failure to sign the TOR and the GCC will lead to disqualification.

9.2. Criterion 2 – Technical and Criterion 3: Presentation

- (i) **Criterion 2:** Technical evaluation is worth **70** points. The minimum threshold is 50 points. Bidders who score less than **50** points on technical evaluation will therefore be disqualified. Those who score more than **50** points will be further evaluated in Criteria 3 - Presentation.
- (ii) **Criterion 3:** 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 technical evaluation and presentation based on the minimum threshold of each criterion will be further evaluated in terms of minimum threshold for local production and content for each designated product as specified on paragraph 7 of this document.

TECHNICAL CRITERIA	WEIGHT
COMPANY EXPERIENCE	15
<p>The bidder must submit a company profile indicating experience of the company in supply and installation of biometric access.</p> <ul style="list-style-type: none"> ✓ 15 points for company profile spanning more 5 years' industry experience. ✓ 12 points for company profile spanning 3-4 years' industry experience. ✓ 9 points for company profile spanning 2 years industry experience. 	



PSiRA
Private Security Industry Regulatory Authority

Private Security Industry Regulatory Authority
420 Witch-Hazel Avenue, Block B-Eco Glades 2 Office Park, Highveld Ext 70
Tel. 086 10 (PSiRA) 77472
Int. +27 12 337 5500
Fax no.: 086 242 7180 / 086 246 7750
Email.: info@psira.co.za
Website.: www.psira.co.za

<ul style="list-style-type: none">✓ 5 points for company profile spanning 1 year industry experience.✓ 0 points for less than 1 year experience.	
REFERENCE LETTERS	10
The bidder must submit 5 signed and contactable reference letters in relation to scope of work, on their client's letterhead. Reference letters must not be older than 36 months.	
<ul style="list-style-type: none">✓ 10 points for 5 or more positive reference letters✓ 6 points for 3 positive reference letters✓ 3 points for 2 positive reference letters✓ 0 points for less than 2 reference letters or no valid reference letters	
EXPERIENCE OF THE PROJECT LEADER	10
The bidder must submit a CV, certified PSiRA certificate and a certified ND or degree in IT related field of the project leader (certification stamp must not be older than 6 months)	
<ul style="list-style-type: none">✓ 10 points for PSiRA registered project leader with ND or degree in IT related field with 5 or more experience in similar projects.✓ 7 points for PSiRA registered project leader with ND or degree in IT related field with less than 5 years' experience in similar projects.✓ 4 points for PSiRA registered project leader without qualification but with 10 or more years' experience in similar projects✓ 2 points for PSiRA registered project leader without qualification but less than 10 years' experience in similar projects.	
EXPERIENCE OF THE PROJECT TECHNICAL TEAM	10
The bidder must submit CVs, certified PSiRA certificate and a certified ND or degree in IT related field of the project technical team (certification stamp must not be older than 6 months)	
<ul style="list-style-type: none">✓ 10 points for more than 5 PSiRA registered technical team with ND or degree in IT related field with 5 or more experience in similar projects.	



PSiRA
Private Security Industry Regulatory Authority

Private Security Industry Regulatory Authority
420 Witch-Hazel Avenue, Block B-Eco Glades 2 Office Park, Highveld Ext 70
Tel. 086 10 (PSiRA) 77472
Int. +27 12 337 5500
Fax no.: 086 242 7180 / 086 246 7750
Email.: info@psira.co.za
Website.: www.psira.co.za

- ✓ 8 points for 4 PSiRA registered technical team with ND or degree in IT related field with 5 years' experience on similar projects.
- ✓ 6 points for 3 PSiRA registered technical team with ND or degree in IT related field with 5 years' experience on similar projects.
- ✓ 2 points for less than 2 PSiRA registered technical team with ND or degree in IT related field with less than 5 years' experience on similar projects

PROJECT IMPLEMENTATION PLAN

15

Detailed project plan on how these systems will be implemented (including but not limited to work breakdown structure (WBS), resources allocation, timelines, and critical path) with respect to operational readiness within a three (3) months period must be provided.

- ✓ 4 points for project implementation plan showing work breakdown structure.
- ✓ 4 points for project implementation plan showing resource allocation.
- ✓ 4 points for project implementation plan timelines.
- ✓ 3 points for project implementation plan critical path

AFTER SALES SUPPORT (SPARES FOR MAINTENANCE)

10

The bidders must submit a sample of Service Level Agreement in line with the Project indicating the following as a minimum:

- ✓ Technical Scope (Deliverables).
- ✓ Penalty clause (For the duration of the contract).
- ✓ Technical incident response 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.

PRESENTATION

30

Bidders' presentation must cover the following aspects:

- ✓ 4 points for demonstrating clock-ins as per paragraph 6.1.



- ✓ 4 points for demonstrating enrolment as per paragraph 6.2.
- ✓ 4 points for demonstrating reporting as per paragraph 6.3.
- ✓ 4 points for demonstrating payroll interface as per paragraph 6.4.
- ✓ 4 points for demonstrating hardware – fingerprint reader as per paragraph 6.5.
- ✓ 4 points for demonstrating proposed software as per paragraph 6.6.
- ✓ 6 points for demonstrating system functionality paragraph 6.8

TOTAL

100

NB:

- In a case where no bidder meets the minimum threshold 50 points out of 70 points on criteria 2: technical evaluation, 45 points will be considered as a minimum threshold.
- In a case where no bidder meets the minimum threshold 20 points out of 30 points on criteria 3: presentation, 15 points will be considered as a minimum threshold.
- Those who score more than 60 points when technical evaluation and presentation is combined (provided they qualifies in each criterion) will further be evaluated in terms of Local production and content.

9.3. Criterion 4: Local production and content

Bidders who meet minimum threshold for local production and content for each designated product as specified on paragraph 7 of this document will further be evaluated on criteria 5 - Preference Points System

The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:

2011 as follows:

$$LC = [1 - x / y] * 100$$

Where



x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

9.4. Criterion 5- Preference Points System

- i. All bidders who achieve the stipulated minimum threshold percentages for local production and content on criteria 4: local content declaration (acceptable bids) will further be evaluation in terms of price and specific goals as specified below:

CRITERIA	POINTS
Price	80
Specific Goals	20
Total points	100

- ii. Specific goals for this tender and points that maybe claimed are specified below:

SPECIFIC GOALS	POINTS
>51% Black ownership	10
>5% Women ownership	5
Promotion of SMMEs – provide subcontracting agreement as proof (Entities that are EME or QSE)	5
Total Points	20

iii. 80/20 preference points

The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender with a rand value of equal to or below R50 Million, inclusive of all applicable taxes.

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



Where:

- Ps = Points scored for price of bid under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable bid

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 tender.
- b. To appoint more than one bidder or contractor.
- c. Reject any bids received after the closing time.
- d. Consider and accept or reject any alternative bid.
- e. Alter the structure and/or the timing of this RFP or the tender Process.
- f. Reject any bid that does not comply with the requirements of this RFP.
- g. Terminate the participation of any bidder or any other person in the tender 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 tender 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. 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. 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.
- e. Only original bid documents will be accepted. No e-mailed or posted copies will be accepted.
- f. Bidders may make use of courier services and have to confirm bid acknowledgement with SCM office.
- g. Sealed and clearly marked bids indicating the Bid Reference must be deposited in the PSiRA Head Office tender box situated at 420 Witch Hazel Avenue, Eco Glades Block B2-Eco Park, Centurion, Pretoria.

12. INSTRUCTIONS TO BIDDERS

- The bidder is required to confirm that it will hold its proposal valid for 120 days from the closing date of the bid, during which time it will remain without changing their proposed rates and prices.
- 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).

13. CONTACT PERSON

The contact person for this assignment (Technical Enquiries):

Mr. Lesiba Monama |Email: bids@psira.co.za



PSiRA
Private Security Industry Regulatory Authority

Private Security Industry Regulatory Authority
420 Witch-Hazel Avenue, Block B-Eco Glades 2 Office Park, Highveld Ext 70
Tel. 086 10 (PSiRA) 77472
Int. +27 12 337 5500
Fax no.: 086 242 7180 / 086 246 7750
Email.: info@psira.co.za
Website.: www.psira.co.za

Bidding Procedures Enquiries:

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

Mr. Sidney Stander

(Chairperson)

Bid Specification Committee

Signature

29/05/2023

Date

Name of Bidder

Bidder's Signature

Date

PSiRA
Private Security Industry Regulatory Authority



PSiRA
Private Security Industry Regulatory Authority

Private Security Industry Regulatory Authority
420 Witch-Hazel Avenue, Block B-Eco Glades 2 Office Park, Highveld Ext 70
Tel. 086 10 (PSiRA) 77472
Int. +27 12 337 5500
Fax no.: 086 242 7180 / 086 246 7750
Email.: info@psira.co.za
Website.: www.psira.co.za

ANNEXURE A: PSiRA OFFICE ADDRESS

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

NB: Physical addresses might change during contract period.

PSiRA
Private Security Industry Regulatory Authority

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSiRA)					
BID NUMBER:	PSiRA/2023/RFB/01	CLOSING DATE:	03 JULY 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL BIOMETRICS ACCESS CONTROL SYSTEMS AT ALL PSiRA OFFICES				
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. Lesiba Monama	
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: PSiRA/2023/RFB/01
CLOSING TIME 11:00	CLOSING DATE: 03 JULY 2023

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 A SERVICE PROVIDER TO SUPPLY AND INSTALL BIOMETRICS ACCESS CONTROL SYSTEMS AT ALL PSiRA OFFICES		

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

	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
 5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
- TOTAL: R.....

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

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. **Are the rates quoted firm for the full period of contract?** ***YES/NO**

Name of Bidder:

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

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. Lesiba Monana

Tel: 012 003 0686

Email Address: bids@psira.co.za

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

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

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

2.9.1 If so, furnish particulars.
.....

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
>51% Black ownership	10	
>5% Women ownership	5	
Promotion of SMMEs – provide subcontracting agreement as proof (Entities that are EME or QSE)	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. A two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and specific goal.
- 1.2. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.3. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.4. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Pula	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: PSiRA

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 9 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000) or in other relevant law in the context of local content.

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

34.3

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder