



APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, INSTALL AND MAINTENANCE OF OFFICE PRINTERS, DATA CARDS PRINTERS, FRANKING MACHINE, DOCUMENT MANAGEMENT SCANNERS AND CONSUMABLES FOR A PERIOD OF THIRTY - SIX (36) MONTHS.

[PSiRA/2026/27/RFB/09]

Date Issued: [23 October 2026]

Closing date and time: [25 November 2026 at 11:00]

Virtual Compulsory Briefing Session [06 November 2026 at 10:00]

Briefing session link:

<https://teams.microsoft.com/meet/3308394622788439?p=Tx9zRX2d150xIZLVgP>

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
☐	☐	SBD 1: Invitation to Bid.
☐	☐	SBD 3.1: Pricing Schedule.
☐	☐	SBD 4: Declaration of Interest.
☐	☐	SBD 6.1: Preference Claim Forms in terms of Preferential Procurement Regulations, 2022.
☐	☐	General Conditions of Contract (All pages to be initialed and last page signed by the bidder).
☐	☐	Terms of Reference (All pages to be initialed and last page signed by the bidder).
☐	☐	Attendance of Compulsory Briefing Session.
☐	☐	Catalogue of equipment proposed and their specifications and features.
☐	☐	Valid Safe to Occupy Certificate to be submitted upon submission of bid.

Sealed and clearly marked bids indicating the bid Reference No. i.e. PSiRA/2026/27/RFB/01 must be deposited in the PSiRA Head Office tender box located at **420 Witch Hazel Avenue, Eco Glades, Block B2, Eco Park, Centurion, Pretoria**- before the closing date and time.



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 3.1: - Pricing Schedule**
- Total bid price must be reflected on the form.
 - Company name reflected on the form.
 - Persons who will be involved in the project and rates applicable.
 - 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 2.4 and 2.4.1
 - 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 regards to company/firm (paragraph 4.2, 4.3 and 4.4).
 - Signature(s) of tenderer(s), surname and name, date and address.

- ☐ Terms of Reference (All pages to be initialed and last page signed by the bidder).

- ☐ The proposed Call Centre platform must hold current Microsoft Teams Connected Contact Center certification. As proof of certified status at the time of bid submission, bidders must submit a letter from the platform's OEM/software vendor confirming the platforms current certification with Microsoft Teams.

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

- ☐ Catalogue of equipment proposed and their specifications and features

- ☐ Attendance of Compulsory Briefing Session.

- ☐ Valid Safe to Occupy Certificate to be submitted upon submission of bid.



Private Security Industry Regulatory Authority

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TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, INSTALL AND MAINTENANCE OF OFFICE PRINTERS, DATA CARD PRINTERS, FRANKING MACHINE, DOCUMENT MANAGEMENT SCANNERS AND CONSUMABLES FOR A PERIOD OF THIRTY - SIX (36) MONTHS

1. PURPOSE

The purpose of this bid is to appoint a suitable service provider to supply, install and maintain office printers, data card printers, franking machine, document management scanners and consumables.

2. BACKGROUND

PSiRA was established in terms of Section 2 of the Private Security Industry Regulation Act (56 of 2001) in 2002. The strategic mandate of PSiRA originates from the Act and the regulations issued in terms of the Act. In a nutshell, the primary objectives of PSiRA are to regulate the private security industry and to exercise effective control over the practice of the occupation of security service provider in the public and national interest and in the interest of the private security industry itself.

3. SCOPE OF WORK

3.1 PSiRA wishes to engage with a service provider for the supply, install and maintenance of Multi-Function Printers (MFP's), Data card printers, franking machine, industrial document management scanners and staple removers to:

- Manage the diverse makes and models of copiers, printers, scanners and staple removers deployed throughout the PSiRA's environment.
- Ensure efficient monitoring of equipment lifecycle, with software that tracks toner and ribbon usage and manages users' print jobs and scanned documents in a secure and controlled manner.
- Provide print, copy, scan tracking and reporting of user print behavior via print management software which supports "follow me" printing and secure release via secure pin code.



3.2 The successful bidder will be required to supply, install, and provide a full maintenance service to address the requirements of PSiRA for a period of thirty-six (36) months as specified below. Configuration, installation and testing must be done within 21 days after both parties have signed the SLA.

3.2 The successful bidder must be able to relocate devices between PSiRA offices when required, at the rates provided in the Pricing Schedule.

4. SUPPORT AND MAINTENANCE

4.1 The successful bidder must provide full support and maintenance for the office equipment for a period of thirty-six (36) months.

4.2 Incident response and resolution times must adhere to the SLA table below (table 1).

4.3 The maximum penalties for poor performance and other non-compliance to the contract will be limited to 10% of the total monthly invoice fees.

4.4 Should the 10% limit be reached four (4) times during the contract period, PSiRA reserves the right to immediately enter into a service dispute that may results in termination of the contract.

TABLE 1

PRIORITY	DEFINITION	RESPONSE TIME	RESOLUTION TIME	SLA TARGET	PENALTY FOR BREACH
Level 1	Complete outage affecting most or all users at a site.	1 hour	2 hours	99%	10% of monthly invoice
Level 2	Major fault affecting specific devices or groups of users with no	1 hour	4 hours	99%	10% of monthly invoice



	alternatives.				
Level 3	Device-specific issues with alternatives; business can continue with minimal disruption.	1 hour	8 hours	99%	10% of monthly invoice
Level 4	Maintenance, firmware and software upgrades.	1 hour	As scheduled	99%	10% of monthly invoice

5. TECHNICAL SPECIFICATION

The equipment offered must meet or exceed the minimum technical, functional and performance specifications outlined below:

5.1 Black and white MFP Printer Printing

Print Speed	Minimum 80 pages per minute
Printer Language	PCL 6, Adobe PostScript, PDF Direct Print
Interface	USB 3.0 or higher, Gigabit Ethernet 10/100/1000 Base-T)
Memory	Minimum 4 GB RAM with Solid State Drive (SSD) of at least 256 GB
Network Protocol	TCP/IP, WIFI
Supported Environment	Microsoft Windows Server 2022 or later, Windows



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Printer trays A5 to A3

Scanning

Scan Speed Minimum 100 images per minute

Original Size A5 to A3

Scan to Email SMTP with authentication and SSL support

Address Book LDAP, Microsoft Active Directory and Local Address book

Scan to Folder Yes

Copier

Copy Speed Minimum 80 copies per minute

Paper Size A5 to A3

5.2 Colour MFP Printer

Printing

Print Speed Minimum 80 pages per minute

Printer Language PCL 6, Adobe PostScript, PDF Direct Print

Interface USB 3.0 or higher, Gigabit Ethernet (10/100/1000 Base-T)

Memory Minimum 4 GB RAM with Solid State Drive (SSD) of at least 256 GB

Network Protocol TCP/IP, Gigabit Ethernet, Wi-Fi

Supported Environment Microsoft Windows Server 2022 or later, Windows

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Printer trays	A5 to A3
Print Resolution	Minimum 1200 × 1200 dpi

Copying

Copying Process	Digital Laser and Electrophotographic Printing Technology
Copy Speed	Minimum 80 copies per minute
Paper Size	A5 to A3

Scanning

Scan Speed	Minimum 100 images per minute
Output Format	PDF, JPEG, TIFF, XPS
Scan to Email	SMTP with authentication and SSL support
Scan to Folder	SMB, FTP, SFTP and Network Folder

5.3 Colour Desktop MFP Printer

Printing

Print Speed	Minimum 50 pages per minute
Printer Language	PCL 6, Adobe PostScript, PDF Direct Print
Interface	USB 3.0 or higher, Gigabit Ethernet, WIFI
Memory	Minimum 2 GB RAM
Network Protocol	TCP/IP, Gigabit Ethernet
Supported Environment	Microsoft Windows Server 2022 or later, Windows

Printer tray	A4
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Print Resolution Minimum 1200 × 1200 dpi

Copying

Copying Process Digital Laser/Electrophotographic Printing
Technology

Copy Speed Minimum 50 copies per minute

Paper Size A4

Scanning

Scan Speed Minimum 80 images per minute

Output Format PDF, JPEG, TIFF

Scan to Email SMTP with authentication and SSL support

Address Book LDAP, Microsoft Active Directory and Local
Address Book

Scan to Folder SMB, FTP and Network Folder

5.4 Black and White Desktop MFP Printer

Printing

Print Speed Minimum 50 pages per minute

Printer Language PCL 6, Adobe PostScript, PDF Direct Print

Interface USB 3.0 or higher, Gigabit Ethernet,
WIFI

Memory Minimum 2 GB RAM

Network Protocol TCP/IP, Gigabit Ethernet

Supported Environment Microsoft Windows Server 2022 or later, Windows

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Printer tray A4



Print Resolution

Minimum 1200 × 1200 dpi

Copying

Copying Process

Digital Laser/Electrophotographic Printing

Technology

Copy Speed

Minimum 50 copies per minute

Paper Size

A4

Scanning

Scan Speed

Minimum 80 images per minute

Output Format

PDF, JPEG, TIFF

Scan to Email

SMTP with authentication and SSL support

Address Book

LDAP, Microsoft Active Directory and Local
Address Book

Scan to Folder

SMB, FTP and Network Folder

5.5 Data card printers for bulk printing

Make and Model

Entrust Sigma DS3 or equivalent

Printing

Print Technology

Dye-Sublimation and Resin Thermal Transfer

Printer ribbon

525100-004-S100 YMCKT full-colour print ribbon
kit 500 or equivalent

Print Resolution

Minimum 300 dpi (300 × 600 dpi and 300 ×
1200 dpi)

Print Speed

Single-sided Colour

Minimum 250 cards per hour



Double-sided Colour	Minimum 180 cards per hour
Monochrome	Minimum 1,000 cards per hour
Card Handling	
Input Hopper	Minimum 125 cards
Output Hopper	Minimum 100 cards
Reject Hopper	Minimum 10 cards
Connectivity	
Interface	USB 2.0 or higher, Gigabit Ethernet, WIFI
Supported Environment	Microsoft Windows Server 2022 or later and Windows 11

Note: The indicated capacities of pages per minute (ppm) are minimum specifications; the bidders may propose higher specifications.

- All printers must have USB printing ports.
- All equipment must be installed with approved lightning protection kits.
- **All quoted pricing must be inclusive of a three (3) year onsite warranty.**

5.6 Industrial document management scanners and stapler remover (high volume)

Industrial scanners and staple removers are intended for high volume scanning and staple removers that can effectively and accurately digitize hardcopy documents in bulk for PSIRA.

Scanners

- The scanners should be capable to scan a minimum of 1000 pages per minute.
- The scanners must have duplex scanning capabilities.
- The scanners should be able to scan documents in any format, i.e. wet, dry, laminated, and handwritten.



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- The scanner should be able to process large volumes of documents without overheating or downtime.
- The scanners should be equipped with an automatic document feeder capable of holding a minimum of 5 000 sheets for continuous batch scanning.
- The document management scanner should have the page/file separation detection based on the file titles, invoice number, or purchase order number.
- The scanners should have the ability to automatically extract and index data from documents based on pre-defined criteria like metadata.
- The scanner should support files in multiple formats including PDF (with OCR), JPEG and any other formats supporting the digitalized documents formats.
- Must be able to connect well with the Authority's internet system and support wireless scanning.
- The scanners must be compatible for the integration with the Electronic Document Management System (EDMS) and cloud-based services such as google drive, Dropbox and OneDrive.
- The scanners must support encryption during data transfer and storage to protect sensitive documents.
- The scanners should have audit trail for all activities during digitalization process like scanning tasks, access, modifications and traceability.
- The scanners should have the ability to scan documents at a minimum resolution of 300 DPI and the highest resolution of 600 DPI for both color and grayscale with a reasonable color depth of 24 – bit.
- The scanners should have compact design to fit standard office and easy to move around when the needs arise and operate on South African voltage.
- The service provider should be able to provide training as and when required.
- All quoted pricing must be inclusive of a three (3) year onsite warranty.



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5.7 Franking Machine

- Supply, install and configure a franking machine capable of handling and printing registered mail and licensing renewal for the period of three years.
- **All quoted pricing must be inclusive of a three (3) year license renewal and onsite warranty.**
- Provide user training and technical support to designated PSiRA staff.
- Ensure the machine is South African Post Office (SAPO) approved and compliant with postal regulations.
- Maintain the equipment, including servicing, repairs, and software/firmware updates.
- Provide all consumables.
- Ensure integration with reporting tools for auditing and cost management.
- Have the capacity to provide technical support within agreed turnaround times.

5.8 Staple remover

- The staple remover should be capable of removing staples at a go **between 500 – 1000** sheets of paper in a single operation without causing damage to the files and suitable for different paper sizes (A4, A3 etc.).
- It should have adjustable depth setting to accommodate different thickness of files.
- It should have the claw-type or pneumatic system that ensures that the staples are cleanly removed from the documents without causing any damage.
- The staple remover should be able to remove 10 - 20 staples per minute.
- The machine must be capable of continuously handling high volumes of stapled documents and include a high-capacity feeder tray for large batches.



- The staple remover should have built in safety features like finger guards or an automatic feature to shut off if not handled properly.
- **All quoted pricing must be inclusive of a three (3) year onsite warranty.**

5.9 Printing Management Software requirements

The software solution must provide a complete print, copy, and scan management system across all leased devices, enabling secure, controlled, and optimized printing services. The solution must include but not limited to:

5.9.1 Complete Printing Solution

- Full print, copy, and scan management installed on all devices and the data card printers.

5.9.2 Monitoring & Reporting

- Accurate reporting of all print, copy, and scan jobs.
- Real-time device monitoring: toner levels, consumables, meter readings, device errors.
- Alerts for low consumables or service issues.
- Forecasting to ensure timely replacement of consumables.

5.9.3 Print Environment Optimization

- Identify underutilized or overutilized devices.
- Detect users or departments exceeding expected print volumes.
- Monitor service alerts and detect devices with high support demand.
- Provide cost per user/department and actionable insights for print optimization.
- Upgrades and maintenance must be included.



5.9.4 Secure Printing

- Print jobs held on the print server until released by authorized users.
- Authentication via PIN code.
- Support "Find-Me" printing: release jobs at any compatible device.
- Scan to email, network folder, cloud, or third-party apps

5.9.5 Analytics & Optimization

- Administrator dashboards for devices, users, and departments.
- Standard and customizable reports for usage, cost, and performance.

Note: The solution must meet all the requirements above.

5.9.6 Training requirements

The successful bidder must provide training to ensure that all employees are familiar with how the equipment function, including usage features and best practices to minimize support calls.





5.9.7 Quantity of printers required

TABLE 2

Name of Office	Black and white MFP (high speed)	Colour MFP (high speed)	Black & white Desktop MFP	Colour Desktop MFP
Head Office (Centurion)	8	8	6	25
Johannesburg	5	3	12	1
Sancardia	5	3	12	1
Arcadia	1	0	0	0
Bloemfontein	1	1	8	0
Polokwane	1	1	8	0
Capetown	2	3	8	1
Mthata	1	1	8	0
Port Elizabeth	1	2	8	1
Nelspruit	1	1	6	0
Durban	5	3	10	1
Umlazi Mega City (Kiosk)	0	0	2	0
Kwa Dukuza, Stanger (kiosk)	0	0	2	0
Newcastle (Kiosk)	0	0	2	0
Durban, Umlazi Satellite Office	1	1	3	0
Thohoyandou Satellite Office	1	1	2	0



Klerksdorp Satellite Office	1	1	2	0
Kuruman Satellite Office	1	1	2	0
Upington Satellite Office	1	1	2	0
Kimberley regional office	1	1	5	0
Total	4	32	108	30

5.11 Quantity of Data card printers required

TABLE 3

Name of Office	Quantity
Head Office (Centurion)	14
Johannesburg	6
Sancardia	6
Bloemfontein	4
Polokwane	4
Cape Town	4
Mthata	4
Port Elizabeth	4
Nelspruit	3
Durban	6
Umlazi Mega City (Kiosk)	2
Kwa Duduza, Stanger (kiosk)	2
Newcastle (Kiosk)	2
Durban, Umlazi Satellite Office	4
Thohoyandou Satellite Office	4
Klerksdorp Satellite Office	4



Kuruman Satellite Office	4
Upington Satellite Office	4
Kimberley regional office	5
Total	86

5.12 Quantity of Scanners and staple remover

TABLE 4

Head Office (Centurion)	Quantity
Scanners	5
Staple remover	4

Tables 2, 3, and 4 above provide a detailed breakdown of the quantity of devices required at the different regional offices, highlighting the distribution needs per location.

5.13 Addresses of PSiRA Offices

The successful bidder will be expected to install these printers at the respective addresses as indicated below:

OFFICE	PHYSICAL ADDRESSES AND CONTACT NUMBERS
HEAD OFFICE (CENTURION)	Eco Glades 2 Office Park, Block B, 420 Witch-Hazel Avenue, Highveld Ext 70, Centurion, TEL: +2712 003 0595 / +2712 003 0504
JOHANNESBURG	190 Commissioner Street, Johannesburg, Gauteng, 2001, South Africa TEL: +27113315537
SANCARDIA	Sancardia Shopping Centre Corner of Steve Biko and Stanza Bopape Street TEL: +27123375695 / 0123375603



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ARCADIA	480 Belvedere Street, Arcadia, Pretoria 0083 TEL: +27 12 003 0676
POLOKWANE	80 Hans van Rensburg Street, POLOKWANE 7001 TEL: +27154950851
NELSPRUIT	7 Bell Street, NELSPRUIT 1200 TEL: 0123375664
DURBAN	City View Shopping Centre (Game City) Corner of Kolling Street and Umgeni Road TEL: +27310030561
PORT ELIZABETH	Pier 14 Shopping Centre, 2nd Floor, Shop 211D, 444 Govan Mbeki Street, Port Elizabeth (Entrance Lavina Street) TEL: 0410010015
MTHATA	13 Cumberland Street, Mthatha, 5099 TEL: +2747 495 0261
CAPETOWN	3rd Floor, 23 Vrede St, Louwville, Bellville, 7530 TEL: +27123375608 / +27214252372
UMLAZI (MEGA CITY)	50 Griffiths Mxenge Highway, Durban 4066 TEL: +27310030561
BLOEMFONTEIN	62 st Andrew Street, Bloemfontein Central TEL: 0123375664
KWADUKUZA (STANGER)	To Be Confirmed
NEWCASTLE	To Be Confirmed
UMLAZI	To Be Confirmed
THOHOYANDOU	To Be Confirmed
KLERKSDORP	To Be Confirmed
KURUMAN	To Be Confirmed
UPINGTON	To Be Confirmed
KIMBERLEY	To Be Confirmed

The successful bidder will be required to deliver, support, and maintain devices at the new sites that PSiRA plans to establish in the upcoming financial year, as indicated in Table 5 above. The exact addresses will be shared once the locations have been finalized and confirmed.



6. ADDITIONAL EQUIPMENT

- 6.1 During the contract period, PSiRA may, on an as-and-when-required basis, procure additional equipment and consumables to accommodate organizational growth, increased operational demand, replacement requirements or the establishment of additional offices and service points.
- 6.2 The successful bidder may therefore be required to supply:
- Additional original equipment manufacturer-approved ribbon kits and related consumables for the data card printers; and
 - Additional multifunction printers, including delivery, installation, configuration, testing, commissioning, warranty, maintenance and technical support.
 - Bidders must provide firm unit prices for all additional equipment, consumables and related services in the pricing schedule.
 - Any additional equipment and consumables procured during the contract period must:
 - a) Comply with the technical specifications stipulated in this bid;
 - b) Be compatible with the equipment supplied under the contract;
 - c) Be supplied at the contracted unit prices, subject to the approved price-adjustment provisions of the contract;
 - d) Be covered by the same warranty, maintenance and support conditions applicable to the original equipment;
 - e) Be delivered within the contracted delivery lead times; and
 - f) Be supplied only upon receipt of an official purchase order issued by PSiRA.
- 6.3 The quantities indicated in the pricing schedule for additional equipment and consumables are estimates for evaluation and planning purposes only and do not constitute a guarantee that PSiRA will procure such quantities.
- 6.4 PSiRA reserves the right to procure additional quantities during the contract period, subject to operational requirements, budget availability and the applicable approval processes.



7 PRICING PROPOSAL

7.1 Bidders must clearly indicate the costing and type of equipment needed.

Further, the requirements should be completed in Table 5 below, indicating the following:

- Monthly Leasing (Maintenance) price per device
- Vat and Sub totals.
- Toner cartridge costs for:
 - Multi-function printers
 - Data Card printers (Estimation 100 ribbons per month)
- Cost of printing per page black and white, (Estimation of 6 000 prints per month)
- Cost of printing per page, color, (Estimation of 45 000 prints per month)
- Cost of copying per page, (Estimation of 6 000 copies per month)
- Industrial Document Management Scanners: Estimated scanning cost per page (Estimation: 15,000 scans per month)

7.2 Pricing schedule (36 months contract)

Table 5

Item No.	Description	Quantity	Unit price (Excl. VAT)	Total Price for 36 Months (Excl. VAT)
1	Supply, installation, configuration, maintenance and support of Black & White High-Speed Multifunction Printers	37		
2	Supply, installation, configuration, maintenance and support of Colour High-Speed Multifunction Printers	32		
3	Supply, installation, configuration, maintenance and support of Colour Desktop Multifunction Printers	30		
4	Supply, installation, configuration, maintenance and support of Blank and white Desktop Multifunction Printers	108		



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5	Supply, installation, configuration, maintenance and support of Data Card Printers	86		
6	Supply, installation, configuration, maintenance and support of Industrial Document Management Scanners	5		
7	Supply, installation, configuration, maintenance and support of Industrial Staple Removers	4		
8	Supply, installation, configuration, maintenance and support of Franking Machine	1		
9	Print Management Software (including licensing, monitoring, reporting, secure printing and support)	1		
10	Toner cartridges(colour) (Estimation)	216 000		
	Toner cartridges (black and white) (Estimation)	216 000		
11	Data Card Printer Ribbons and consumables (Estimation over the contract period)	3600		
12	Printing costs (Black & White) for the estimated volumes over the contract period	1 620 000		
13	Printing costs (Colour) for the estimated volumes over the contract period	1 620 000		
14	Copying costs (Black and White) for the estimated volumes over the contract period	216 000		
15	Copying costs (Colour) for the estimated volumes over the contract period	216 000		
16	User training	1		
17	Relocation of devices between locations	17		
TOTAL				



7.3 The successful bidder must have the capacity to relocate devices between PSIRA offices when required. The quotation for such relocations must be submitted to the Authority, and the same Purchase Order issued for this bid will be used to cover these costs.

8 REPORTING AND MONITORING

The successful bidder will report to the IT Services Manager. Monthly performance reports on all printers must be produced by the bidder as follows:

- Information regarding all incidents for the reporting period including root cause analysis and corrective action implemented.

9 FIRM PRICES

Only firm prices (with respect to the initial order) will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will NOT be considered.

10 EVALUATION CRITERIA

10.1 CRITERION 1 – COMPULSORY REQUIREMENTS

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

- a) SBD1 Invitation to Bid.
- b) SBD 3.1 Pricing Schedule.
- c) SBD 4 Declaration for Interest.
- d) SBD 6.1 Preference Points Claim Form.
- e) General Conditions of Contract (All pages to be initialed by the bidder and last page must be signed).
- f) Terms of reference (All pages to be initialed by the bidder and last page must be signed).
- g) Attendance of compulsory briefing session.
- h) Catalogue of equipment proposed and their specifications and features.



Conditions of tender

- a) All forms must be completed and signed. Incomplete and unsigned forms will be disqualified.
- b) Failure to comply with the mandatory requirements will lead to disqualification.
- c) Failure to initial each page of the TOR and the GCC will lead to disqualification.
- d) Failure to sign the last pages of the TOR and the GCC will lead to disqualification.
- e) The use of correction fluid is strictly prohibited and will lead to disqualification.

10.2 CRITERION 2 – FUNCTIONALITY / TECHNICAL SPECIFICATION

Functionality is worth **100** points. The minimum threshold is **85** points. Bidders who score less than **85** points on functionality will therefore be disqualified. Those who score more than **85** points will be further be evaluated in terms of price and preference points.

Functionality / Technical Criteria	Weight
KEY PERSONNEL	15
Bidders must submit detailed CVs of experienced resources that will be involved in the installation and maintenance of the devices for a minimum of 3 project team members who will be responsible for maintenance and support, including one (1) project manager and at least two (2) support team members.	
Project Manager:	
✓ 10 points for submission of a detailed CV with a minimum of five years' experience managing the delivery and deployment of office equipment	
✓ 0 points for not providing detailed CV of project manager	
2 Support Technicians:	
✓ 5 points for submission of detailed CVs for a minimum of two technicians with a minimum of three years relevant installation and support experience .	
✓ 0 points for not providing detailed CV of a minimum of two technicians.	



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PROJECT IMPLEMENTATION PLAN AND METHODOLOGY

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Bidders must provide a **detailed project implementation plan** of how the equipment and services will be delivered and deployed to PSIRA head office and its regional offices, satellite office and kiosks.

Delivery lead time :

- ✓ 10 points for delivery completed within 6 weeks.
- ✓ 5 points for delivery completed more than 6 weeks but not exceeding 8 weeks.
- ✓ 2 points for delivery completed more than 8 weeks but not exceeding 10 weeks.
- ✓ 0 points for delivery exceeding 10 weeks or no commitment provided.

Deployment methodology and site rollout plan:

- ✓ 10 points for a comprehensive rollout plan covering all sites, resources, responsibilities, dependencies, sequencing and milestones.
- ✓ 5 points for an adequate plan covering most implementation activities and sites.
- ✓ 2 points for generic or incomplete implementation plan
- ✓ 0 points no implementation plan submitted

Risk, quality and communication plan:

- ✓ 10 points for a detailed risk register, mitigation measures, quality controls and stakeholder communication plan
- ✓ 5 points for a generic risk register and communication plan
- ✓ 0 points for no risk register and communication plan

ONSITE WARRANTY

10

Bidders must provide an official OEM warranty document showing the following:

- ✓ 10 points for a letter from the printer manufacturer confirming that the proposed printer model carries a three-year on-site warranty.
- ✓ 0 points for not submitting OEM warranty document.



Private Security Industry Regulatory Authority

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Website: www.psira.co.za

EXPERIENCE OF BIDDER

20

Bidders must submit contactable reference letters from different companies demonstrating successful experience in the delivery, configuration, installation, commissioning and ongoing support of printers of a similar nature, size and complexity to the requirements of PSiRA. The reference letters must relate to projects of a similar nature, size and complexity to the PSiRA requirements and must have been completed or supported within the past five years.

- ✓ 10 points for a two reference letters demonstrating experience were MFP printers have been successfully configured and installed. Were one letter is provided bidder will receive only 5 points.
- ✓ 5 points for a reference letter demonstrating experience were franking machines have been successfully configured, installed and delivered.
- ✓ 5 points for a reference letter demonstrating experience were data card printers have been successfully configured and installed.
- ✓ 0 points for not submitting any reference letters.

PSiRA may verify the information provided and if your referee does not confirm the information provided the reference will not be considered.

TECHNICAL SOLUTION AND COMPLIANCE

15

Bidders must submit a completed technical compliance schedule supported by official OEM brochures, product datasheets and technical documentation for all proposed equipment and software.:

Multifunction and data card printers:

- ✓ 5 points where all proposed multifunction printers and data card printers meet or exceed the minimum technical specifications as specified in the TOR and are supported by OEM datasheets.
- ✓ 0 points where no supporting documentation is provided or the proposed equipment is non-compliant.

Industrial document scanners, staple removers and franking machine:

- ✓ 5 points where all equipment complies with the specifications, including evidence that the franking machine is SAPO-approved.
- ✓ 0 points where no evidence is provided

Print management software:

- ✓ 5 points where the proposed software meets the requirements for secure printing, follow-me printing, reporting, monitoring, cost management and consumables management.
- ✓ 0 points where no evidence is provided



SERVICE LEVEL AGREEMENT	10
Bidders must submit a sample Service Level Agreement in line with the bid indicating the following as a minimum:	
✓ 2 points for penalty clause as stipulated in the TOR for the duration of the contract ✓ 3 points for a detailed demonstration of scope of work as stipulated in the TOR. ✓ 3 points for response time and time to resolve logged incidents as stipulated in the TOR. ✓ 2 points for showing national support coverage through the bidder's own offices or formally appointed and accredited service partners as stipulated in the TOR ✓ 0 points for not providing the specified requirements as stipulated above.	
	100

10.3 CRITERIA 3 - PREFERENCE POINTS SYSTEM

All service providers who achieve a minimum qualifying score on criteria 2, technical evaluation will further be evaluation in terms of price and specific goals as specified below:

CRITERIA	POINTS
Price	80
Specific Goals	20
Total points	100

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

SPECIFIC GOALS	POINTS
Black ownership ▪ 6 points for 75% - 100% black owned. ▪ 3 points for 51% - 74% black owned. ▪ 1 point for Below 51% black owned.	6
Youth ownership ▪ 4 points for 50% - 100% youth ownership ▪ 3 Points for 1% - 49% youth ownership ▪ 0 points for no youth ownership	4
Women Ownership ▪ 4 points for 50%- 100% women ownership ▪ 3 Points for 1% - 49% women ownership ▪ 0 points for no women ownership	4
Enterprise type (EME or QSE or GE) Size of the company as per the CSD report ▪ 4 points for EME ▪ 3 points for QSE ▪ 1 point for GE	4
People with disability	2
Total	20

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ii. 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.

$$1 - \frac{(Pt - Pmin)}{Ps}$$

Ps = 80

Pmin

Where:

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable bid

11 COMPLIANCE

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

12 GENERAL CONDITIONS

- a) PSiRA will enter into a Service Level Agreement with the successful bidder. The Service Level Agreement will among others, govern the relationship between the parties; ensure that services are provided according to specified standards and within stipulated timeframes; and to provide for remedies for under/poor performance and non-compliance with terms and conditions of the Service Level Agreement.
- b) The evaluation will only be done on the basis of information that was requested and provided.
- c) The evaluation process does not obligate PSiRA to make use of any proposed services. Acceptance of any proposal shall only indicate a willingness to include the information into an analysis or to commence negotiations and shall not place any other duties or liabilities on PSiRA. PSiRA shall have no obligation to furnish any formal acceptance or non-acceptance of any information presented.



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- d) It will be accepted that the bidder, on submitting the proposal, has read, understood and accepted all the terms and conditions of this TOR. It shall therefore be presumed by PSiRA that the submission of the proposal by any bidder confirms its complete acceptance of the terms and conditions of the document.
- e) Throughout this process and thereafter, prospective bidders must obtain from PSiRA written approval prior to the release of any information that pertains to the potential work or activities covered by this bid or the subsequent process. Failure to adhere to this requirement will result in immediate disqualification from this process and PSiRA reserves the right to institute legal proceedings against the bidder.
- f) PSiRA will treat all RFP's as confidential until a contract is awarded, or the process is completed. Thereafter, RFP's and related documentation may be made available for inspection at PSiRA's sole discretion, except for material that is proprietary or confidential. PSiRA will not disclose or make public any information, which the bidder and its partner has marked "proprietary" or "confidential".
- g) Bidders are reminded that as per National Treasury regulations, all prospective must have registered on the National Treasury Central Supplier database.

13 PSiRA RIGHT

Notwithstanding anything else in this Request for bids, 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 bid or the Tendering Process.
- f) Reject any Tender that does not comply with the requirements of this bid



- 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 bid 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 receives the right to withdraw this bid.

14 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) Received bids will be opened in public on the closing date at 11h00.
- 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 (**one original, one copy and USB**).
- f) Bidders may make use of courier services and must confirm bid acknowledgement with SCM office.
- g) Sealed and clearly marked bids indicating the Bid Reference No. i.e. **PSiRA/2026/27/RFB/09 must be deposited in the PSiRA Head Office tender situated at 420 Witch Hazel Avenue, Eco Glades, Block B2, Eco Park, Centurion, Pretoria**

15 INSTRUCTIONS TO BIDDERS

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



- b) Bidders are required to submit 2 indexed hard copy (1 original and 1 copy) and 1 USB containing the original proposal (bidders must ensure that the documentation on the USB are the same as the one submitted as a hard copy document).
- c) Should there be a necessity to provide specific training, details should be listed and priced (if needed).
- d) All queries must be sent to Supply Chain Department: bids@psira.co.za

16 REPORTING OF INCIDENTS

Bidders are encouraged to report any incidents of • fraud • corruption • theft • misconduct or • unethical behaviour to the PSiRA Fraud Hotline. Contact number 0860 333 036 | Email: psira@behonest.co.za

17 CONTACT PERSONS

The contact person for this assignment (Technical Enquiries):

Ms. Pheladi Mafolo | 012 003 0595 | Email: bids@psira.co.za

Bidding Procedures Enquiries

Mr. Kutlwano Mokoro | Tel: 012 003 0525 | Email: bids@psira.co.za

Mr Kaylin Govender
(Chairperson)

(Bid Specification Committee)

Signature

22/10/2026

Date

Name of Service provider

Service provider's Signature

Date

Private Security Industry Regulatory Authority

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PSIRA/2026/27/RFB/09	CLOSING DATE:	25 NOVEMBER 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, INSTALL AND MAINTENANCE OF OFFICE PRINTERS, DATA CARDS PRINTERS, FRANKING MACHINE, DOCUMENT MANAGEMENT SCANNERS AND CONSUMABLES FOR A PERIOD OF THIRTY - SIX (36) MONTHS.				
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. Nomathemba Mendu Mr. Kutlwano Mokoro Ms. Nkhuliseni Masikhwa		CONTACT PERSON	Ms. Pheladi Mafalo	
TELEPHONE NUMBER	012 003 0524/0519		TELEPHONE NUMBER	067 594 7755/ 012 003 0595	
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					
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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

**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/2026/27/RFB/09
Closing Time 11:00	Closing date: 25 November 2026

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, INSTALL AND MAINTENANCE OF OFFICE PRINTERS, DATA CARD PRINTERS, FRANKING MACHINE, DOCUMENT MANAGEMENT SCANNERS AND CONSUMABLES FOR A PERIOD OF THIRTY - SIX (36) MONTHS.

- Required by: **PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSiRA)**
- At: **PSiRA Head Office**
- Does the offer comply with the specification(s)? *YES/NO

Item No.	Description	Quantity	Unit price (Excl.VAT)	Total Price for 36 Months (Excl. VAT)
1.	Supply, installation, configuration, maintenance and support of Black & White High-Speed Multifunction Printers	37		
2.	Supply, installation, configuration, maintenance and support of Colour High-Speed Multifunction Printers	32		
3.	Supply, installation, configuration, maintenance and support of Colour Desktop Multifunction Printers	30		
4.	Supply, installation, configuration, maintenance and support of Blank and white Desktop Multifunction Printers	108		
5.	Supply, installation, configuration, maintenance and support of Data Card Printers	86		
6.	Supply, installation, configuration, maintenance and support of Industrial Document Management Scanners	5		

7.	Supply, installation, configuration, maintenance and support of Industrial Staple Removers	4		
8.	Supply, installation, configuration, maintenance and support of Franking Machine	1		
9.	Print Management Software (including licensing, monitoring, reporting, secure printing and support)	1		
10.	Toner cartridges(colour) (Estimation)	216 000		
	Toner cartridges (black and white) (Estimation)	216 000		
11.	Data Card Printer Ribbons and consumables (Estimation over the contract period)	3600		
12.	Printing costs (Black & White) for the estimated volumes over the contract period	1 620 000		
13.	Printing costs (Colour) for the estimated volumes over the contract period	1 620 000		
14.	Copying costs (Black and White) for the estimated volumes over the contract period	216 000		
15.	Copying costs (Colour) for the estimated volumes over the contract period	216 000		
16.	User training	1		
17.	Relocation of devices between locations	17		
TOTAL (excluding VAT)				
VAT				
TOTAL (including VAT)				

** “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

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

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

2.3.1 If so, furnish particulars:

.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....

Signature

.....

Date

.....

Designation

.....

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:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$		

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership	7	
>75% Women ownership	5	
Enterprise size (EME)	5	
People with disabilities	3	

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:

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation 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