

HUMAN SCIENCES RESEARCH COUNCIL

BID DESCRIPTION: Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

BID NUMBER: HSRC/04/2022/23

1. BACKGROUND INFORMATION

The Human Sciences Research Council (HSRC) is a research organisation that advances social sciences and humanities for public use. The HSRC subscribes to the values of good governance, accountable public administration and sound management of the resources as reflected in the Public Financial Management Act of 1999 (PFMA as amended by Act 29 of 1999) and other laws and regulations applicable to public administration.

Established in 1968 as South Africa's statutory research agency the HSRC has grown to become the largest dedicated research institute in the social sciences and humanities on the African continent, doing cutting-edge public research in areas that are crucial to development.

Our mandate is to inform the effective formulation and monitoring of government policy; to evaluate policy implementation; to stimulate public debate through the effective dissemination of research-based data and fact-based research results; to foster research collaboration; and to help build research capacity and infrastructure for the human sciences.

2. TENDER BACKGROUND

The Human Science Research Council is currently using IMPRO IXP400i access control system. The system has been upgraded in 2009 and is therefore a combination of both old and new technology (i.e.: readers, TT's, O16 relay outputs, controllers). Basement boom

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barriers are controlled via the Impro system as well as a custom PLC to ensure there are no collisions. The Impro card production system is in use as well.

The CCTV comprises of 3 X 9 channel MPEG 4 DVR's and 39 x CCTV cameras connected on RG59 coaxial cable. All systems are housed at the HSRC Control Room on the ground floor. Regional offices are on similar systems

HSRC is inviting proposals from qualified suppliers for the supply and installation of latest technology or latest generation technology for camera solutions and access control system for the HSRC offices in Pretoria, Cape Town, Durban and Sweetwaters (Pietermaritzburg) offices. System must include options for scanning of IT and similarly related equipment, mobile phones, and options for scanning of firearms or other weapons.

Systems should also include pricing and options for walkthrough scanning as well.

All removed equipment must not be removed from the site.

Site visits are compulsory for all HSRC offices (Pretoria, Cape Town, Durban and Sweetwaters) to ensure that the proposal from the service provider is comprehensive.

3. SCOPE OF WORK

3.1 EQUIPMENT DESCRIPTION/PURPOSE

3.1.1 CCTV System-Cameras

Capture high quality, undistorted clear imagery of the overall activities occurring around the perimeter fence, corridors, parking entrances, building entrances etc.

3.1.2 Uninterrupted Power Supply

An uninterruptible power supply that will provide emergency power to the system for up to 8 hours during power failures. UPS should have a status display screen and self-starting feature with an Ethernet communications interface.

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3.1.3 Network Switches

A minimum of 1(one)manageable core network switch per site with 1GB 48 port POE to support the cameras and UPS monitoring, dependant on the amount of cameras per floor at each site. The network switch will require a SFP + fibre optic or copper uplink port.

3.1.4 Network Video Recorder or latest Technology Recorders

The system must have at least the following software capabilities:

- IP Camera Support or latest technology
- Advanced Video Search
- Event and Action management
- Adjacent Camera Mapping
- Third-party system Integration
- Recording and Storage Solutions
- Enterprise Multi-site Management
- Access Rights Management
- Alarm Management
- Map Interface
- Video Analytics Upgradeable Architecture
- Failover
- Health Monitoring Diagnostics
- Options for facial recognition if feasible

3.1.5 Installation and Setup

3.1.5.1 Pretoria office

Installation of approx. 60 indoor cameras 20 outdoor infrared cameras and recording system that meet the specifications detailed below.

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3.1.5.2 Cape Town office

Installation of approx. 40 indoor cameras 12 outdoor infrared cameras and recording system that meet the specifications detailed below.

3.1.5.3 Durban office

Installation of approx. 8 indoor cameras 1 outdoor infrared cameras and recording system that meet the specifications detailed below.

3.1.5.4 Sweetwaters office

Installation of approx. 15 indoor cameras 15 outdoor infrared cameras and recording system that meet the specifications detailed below.

- Installation of cabling and related infrastructure to meet industry standards and fitment approved by HSRC.
- Setup of all devices and commissioning of control room viewing console.
- Setup of multiple profiles on the system for different roles, e.g. viewing only, viewing and playback, etc....
- 1080p IP Camera or latest generation
- PoE enabled
- Backlight Compensation or infrared
- 1920 x 1080 @30fps
 - Recording System must record on motion detection
 - High-Definition video output.
 - Recording with sufficient incoming bandwidth and outgoing bandwidth to ensure picture clarity and quality.
 - Ability to store footage for 120 days or more. All camera recordings must be recorded on the onsite network recorders if they are being used for the proposal.
 - Additional storage must be available to be added to the same network recorders to accommodate new cameras if/when they are installed.

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- The Integrated System shall use a Client Server architecture based around a modular PC network, utilizing the latest industry standard operating systems, networks and protocols.

3.1.6 CCTV monitoring system specification

The features of the CCTV monitoring system shall include but not be limited to:

- ✓ Scalable in terms of adding additional cameras. Minimum 1000 cameras.
- ✓ Central Video System that is flexible and scalable integrating with multiple surveillance systems, to provide central management, information sharing, convenient connection and multi-service cooperation. It must be capable of managing devices, live view, storage and playback, alarm linkage, video wall management.
- ✓ Key components

3.1.6.1 Central management server

- ✓ Provide unified authentication service for clients & servers
- ✓ Provide the centralized management for the users, roles, permissions, surveillance devices, alarm device and servers
- ✓ Provide the log management and statistics function
- ✓ Provide the interface for third-party system integration
- ✓ Scalable for medium and large-size projects
- ✓ Service manager for system health monitoring

3.1.6.2 Web Manager

- ✓ Access to the CMS via IP address or latest technology or technology used in proposal.
- ✓ Flexible license activation methods: online activation and offline activation
- ✓ Start-up wizard guides you through basic operations including:
 - Adding encoding devices

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- Setting the record schedule
- Configuring the event parameters
- ✓ Managing the system users
- ✓ Standard ONVIF/TM protocol 12
- ✓ Multiple devices can be added: IP cameras, IP domes, video encoders, DVRs, NVRs, Mobile Video Recorder, mobile terminal, alarm inputs /outputs, etc. if included in the proposal.
- ✓ Create the password for the detected online devices ♣
- ✓ The password strength of the added device can be checked by the system for security notification
- ✓ Third-party devices can be added via the manufacturer's private protocol, including other network cameras of Bosch, and Axis or similar.
- ✓ CVR (Central Video Recorder) manageable if used in proposal.
 - Add CVR by IP address
 - Remotely configure the CVR via web browser
 - One-touch configuration for setting the CVR storage
- ✓ NVR (Network Video Recorder) manageable if used in proposal:
 - Add NVR by IP address
 - Remotely configure the NVR via web browser
 - •One-touch configuration for setting the NVR storage
 - Support Line Crossing Detection and Intrusion Detection
- ✓ Record
 - **Two store methods:**
 - Central storage: Storage Server (PC software based) and CVR (storage device);
 - Distributed storage: DVR /NVR / IP camera (SD card) or cloud
 - Continuous recording and event triggered recording options
- ✓ Events & Alarm
 - Detect camera events, transaction events, alarm input, device exception, server exception, Mobile Video. These events shall trigger alarms with video stills or clips in the integrated system for response and verification

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- ✓ Recorder event and custom event:
 - Intrusion, Line Crossing
 - Camera events: Intrusion,
 - Line Crossing, Motion, Video
 - Tampering, Video Loss, etc.
 - Transaction events: No Sale • Devices alarm inputs • Device exception: Device Offline, HDD Full, HDD Read / • Write Error, etc. ♣ Send emails, SMS and/or system notifications to notify users of the alarm information with email template configurable ♣ Set multiple event linkage actions: Trigger Pop-up Image of Camera, Audible Warning (voice text is supported), PTZ Linkage, Alarm Output Linkage Recording and Alarm Notification (for camera and transaction event) o Client – web client/control client/mobile client/video wall client • Access to CMS via IP address or domain name • Login with domain user • The user account will be frozen after 3 failed password attempts • Access multiple CMSs at the same time • Live View o CMS switchable o View real-time video from the cameras o View real-time video uploaded from the connected mobile terminal o PTZ control; 256 presets/ 16 patrols/1 pattern o PTZ control lock/unlock o Public view and private view Camera auto-switch / View auto-switch / all cameras auto-switch Manual recording o Capture Instant playback o Custom window division Digital zoom o Two-way audio o Turn on / off the audio in live view; adjust the volume Camera status detection
- ✓ Playback
 - Normal playback for continuous recordings
 - Event playback for recordings triggered by events such as motion detection, video loss, video tampering, etc.
 - Smart playback based on motion analysis/ intrusion / line crossing events
 - Play back the tagged video footage
 - Reverse playback
 - Single-frame backward
 - Playback frame-by-frame

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- Slow forward / fast forward
- Turn on / off the audio in playback; adjust the volume
- Provide video thumbnail on the timeline

- ✓ Alarm Centre
 - Display event alarm info including alarm time, alarm name, alarm status, etc.
 - Display system alarm info including time and description
 - View the live video or pictures from the related camera
 - Add mark to the alarm information
 - Acknowledge the event alarm with text description
 - Arming control for event alarm
 - Clear the alarm manually
- ✓ E-map
 - Local map file (*.png / *.jpg / *.bmp / *.svg)
 - Main maps and sub maps for the areas
 - Set the monitoring area for camera hot spots
- ✓ People counting statistics
 - Heat map statistics
 - License plate recognition (LPR, Add-on)
 - LPR info capture and storage (vehicle surveillance snapshot, plate numbers, etc.)
 - Auto display the recognized license plate info while live view of search based on time, cameras, plate No. etc.
 - Automatic matching on LPR reads against official SAPS database with alarm triggers to the Alarm/Event Monitoring system with the contextual details.
 - Facial Recognition technology

3.1.6.3 Mounting Equipment

The footage for Pretoria will be viewed in the Central Security Control Room and it must have the following spec: •

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- 2 X high specification computers 2 or more Screens for HSRC Pretoria office as required for full viewing of all cameras
- 2 Screens for HSRC Cape Town office as required for full viewing of all cameras
- 1 viewing screen for HSRC Durban and 2 viewing screens for Pietermaritzburg offices
- Viewing Licenses must be included for all the offices

NB: All quoted equipment and material must be new and have manufacturers warranties for a minimum of 1 year for cameras, screens and printers and 2 years for recording devices if not stored in the cloud.

3.1.7 ACCESS CONTROL

3.1.7.1 Installation and Setup

- Installation of access control points throughout the HSRC Building
- Setup of multiple profiles on the system for different roles.
- Link access control monitoring station to control room.
- User enrolment setup in a location other than the control room.

3.1.7.2 The Access control system should be able to

- Provide Time and Attendance system linked to access control.
- Time & Attendance
- Visitor Management,
- Employee Self Service Portal (in the midst of the Covid pandemic)
- Roster Management, and
- Contract Workers Management
- Scanning of laptops and bags (RFID Technology) and other equipment
- Intercom/PA systems for Sweetwaters (PMB) office.

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4. SUBMISSIONS

- a) Bid documents may either be posted to HSRC Building, 134 Pretorius Street Pretoria (preferably registered mail) OR placed in the tender box OR couriered **to HSRC Building, 134 Pretorius Street Pretoria before the closing date and time.**
- b) **NB:** The HSRC shares the building with the Department of Social Development (DSD). Bidders are requested to ensure that their bid documents are deposited in the correct tender box. Bid documents deposited in the wrong tender box and received from DSD after the closing date will not be considered.
- c) Bid documents will only be considered if received by the HSRC before the closing date and time, regardless of the method used to send or deliver such documents to the HSRC.
- d) The bidder(s) are required to submit **two (2)** copies of each file Original **one (1)** hard copy duplicate **(1) USB** with content of each file by the Closing date **27 May 2022**. Each file and **USB** must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the **USB** must be labelled and submitted in the following format:

Table 1: Bid timelines

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / HSRC website	01 May 2022
Compulsory briefing and clarification session	17 May 2022 @11:00 am
Compulsory site visits in all four regions Prospective bidders should ensure that they sign attendance registers on each site visit, failure to sign any of the attendance register will result in disqualification of the bidder from the bidding process	PTA = 17 May 2022 @11:00 am CPT = 09 - 16 May 2022 DBN = 09 - 16 May 2022 PMB = 09 - 16 May 2022

Closing date for bid-related enquiries	20 May 2022 @ 16:00
Publication of questions and answers on HSRC website	24 May 2022 @ 16:00
Bid validity	The bid must be valid for a period of 90 days from the closing date
Bid closing date	27 May 2022 @ 11:00 am
Notice to bidder(s)	HSRC will endeavour to inform bidders of the progress until conclusion of the tender.

Table 2: HSRC ADDRESS

CPT Street Address Merchant House 116-118 Buitengracht Street Cape Town Tel: +27 (0)21 466 8000	DBN Street Address HSRC 5th floor The Atrium 430 Peter Mokaba Ridge (*Note: still 430 Ridge Road on Google Maps) Berea, Durban 4001 Tel: +27 (0)31 242 5400
PMB Street Address Sweetwaters Road Bus Depot Mbubu Road Sweetwaters Tel: +27 (0) 33-324 1104 / 1103 or 1115	PTA Street Address 134 Pretorius Street Pretoria South Africa 0002 Tel: +27 (0)12 302 2000

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- e) All dates and times in this bid are South African standard time.
- f) Any time or date in this bid is subject to change at the HSRC's discretion.
- g) The establishment of a time or date in this bid does not create an obligation on the part of the HSRC to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the HSRC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

5. SUPPLIER DUE DILIGENCE

The HSRC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.

This may include site visits and requests for additional information.

6. EVALUATION CRITERIA

The HSRC has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Table 3: Evaluation criteria

Stage 0: Prequalification	Stage 1 Technical Evaluation Criteria	Stage 2 Price and Preference points Evaluation
Bidders must submit all documents. Only bidders that comply with ALL these criteria will proceed to the next stage.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Price and Preference points .	Price= 80 Preference points= 20 Total= 100

6.1 STAGE 0- PRE-QUALIFICATION CRITERIA

Without limiting the generality of HSRC's other critical requirements for this Bid, bidder(s) must submit the documents listed in the **Table 2 below**. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 4: Pre-qualification criteria

Document that must be submitted	Non-submission may result in disqualification	
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document
Tax Status Tax Clearance Certificate – SBD 2	Yes	<ul style="list-style-type: none"> i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 4.1.4) ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5) iii. Vendor number iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Pricing Schedule - SBD 3.1	Yes	Complete and sign the supplied pro forma document
Declaration of Interest – SBD 4	Yes	Complete and sign the supplied pro forma document

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Document that must be submitted	Non-submission may result in disqualification	
Registration on Central Supplier Database (CSD)	No	The Bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
HSRC Preferential Claim Form	Yes	Complete and sign HSRC Preferential Claim Form
Bidders must have PSIRA certificate installation	Yes	Submit proof of PSIRA certificate
General Conditions of Contract	Yes	Initial each page and sign

6.2 Stage 1: Functional/Technical Evaluation

- The evaluation criteria for functionality aim to assess the bidder's capability, reliability and ability to execute and maintain a bid and / or contract.
- Bidders need a minimum of 70 points in order to proceed to Stage 2 for Price and Preference points evaluations.
- As part of due diligence, **HSRC** will at its sole discretion conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at HSRC's sole discretion.

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Table 5: Functionality criteria

CRITERIA	WEIGHT
<p>Company Experience</p> <p>At least three (3) years' experience in providing similar (supply and installation of CCTV camera systems and access control) services and should provide proof accompanied by correspondence from previous or current clients).</p> <p>No appointment letters from clients will be accepted as reference letters.</p> <p>Maximum of 35 points will be awarded as follows:</p> <ul style="list-style-type: none"> • No references = 0 points • One (1) relevant reference = 10 points • Two (2) relevant reference letters = 20 points • Three (3) relevant reference letters = 35 points 	<p>35</p>
<p>Experience of Project Implementation Members/Team</p> <p>Abbreviated Curriculum Vitae (CV's) of personnel involved in the implementation of the project not longer than two pages each, detailing their experience in providing services for CCTV and Access control systems and their certificates and qualifications. Technicians must be certified by a recognised body or a manufacturer installer qualification.</p> <ul style="list-style-type: none"> a) No curriculum vitae (0) b) One curriculum vitae with less than three (3) years' experience (5) 	<p>35</p>

<ul style="list-style-type: none"> c) One curriculum vitae with three (3) years or more relevant experience (10) d) Two or more curriculum vitae (s) with three (3) years or more relevant experience (20) e) Two or more curriculum vitae (s) with qualifications or certificates relevant to the projects (35) 	
<p>Project Plan and Methodology</p> <p>The Bidder must provide a comprehensive project implementation plan with details on how the work, installation and commissioning will be carried out.</p> <p>The project plan must have deliverables and time frames (20).</p> <ul style="list-style-type: none"> a) Good plan (20) b) Fair plan (10) c) Poor plan (5) d) No Plan (0) <p>Safety plan (10).</p> <ul style="list-style-type: none"> a) Good Plan (10) b) Fair Plan (5) c) Poor Plan (2) d) No Plan (0) 	30
TOTAL	100

Bidders who fail to obtain a minimum threshold score of 70% on functionality will not be considered for further evaluation on price and B-BBEE.

6.3 Stage 2 - Price and Preference points will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be

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adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- **The bid price (maximum 80 points)**
- **Preference points (maximum 20 points)**

Criteria	Points
Price Evaluation $Ps = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$	80

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

Preference points Evaluation (20 Points) – Preference Points allocation

Specific Goals - PPPFA par 2(1) (d)

A maximum of 20 points will be allocated to a bidder for attaining their points in accordance with the table below:

Specific goals (PPPFA par 2 (1) (d))	Number of points (80/20 system)
SMME (EME & QSE)	4
Owned by black people (50% or more)	4
Owned by black people who are youth (30% or more)	4

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Owned by black people who are women (30% or more)	4
Owned by black people with disabilities (30% or more)	4
	20

- a) Any specific goal for which a bidder claims, proof must be provided in the form of an annexure to allow the Bid Evaluation Committee (BEC) to allocate points fairly.
- b) The contract will be awarded to the tenderer who scores the highest points, unless objective criteria justify the award to another tenderer; and
- c) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

7. PRICING SCHEDULE

Total pricing must be quoted for in South African Rands include VAT, all equipment quoted for must be available within 30 days of confirmation of appointment

Table 6: Pricing schedule

DESCRIPTION	PTA	CAPE TOWN	DURBAN	SWEETWATERS
Equipment				
Installation				
Removal of old equipment and cabling				
Training				
Travel Costs if applicable				
Indoor Cameras	60	40	8	15
Outdoor Cameras	20	12	1	15
Viewing Stations	2	1	1	1

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8. GENERAL CONDITION OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a) The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the HSRC is prepared to enter into a contract with the successful Bidder(s).
- b) The bidder submitting the General Conditions of Contract to the HSRC together with its bid, duly signed by an authorised representative of the bidder.

9. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date.

10. SERVICE LEVEL AGREEMENT

- a) Upon award the HSRC and the successful bidder/s will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the HSRC more or less in the format of the draft Service Level Indicators included in this tender pack.
- b) The HSRC reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder/s by amending or adding thereto.

a. Bidder(s) are requested to:

- a) Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b) Explain each comment and/or amendment; and

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- c) Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- d) The HSRC reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the HSRC or pose a risk to the organisation.

11. SPECIAL CONDITIONS OF THIS BID

The HSRC reserves the right:

- a) To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b) To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c) To accept part of a tender rather than the whole tender
- d) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- e) To correct any mistakes at any Phase of the tender that may have been in the Bid documents or occurred at any Phase of the tender process.
- f) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g) Award to multiple bidders based either on size or geographic considerations.

12. HSRC REQUIRES BIDDER(S) TO DECLARE

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In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

- a) Act honestly, fairly, and with due skill, care and diligence, in the interests of the HSRC
- b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c) Act with circumspection and treat the HSRC fairly in a situation of conflicting interests;
- d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the HSRC
- f) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g) To conduct their business activities with transparency and consistently uphold the interests and needs of the HSRC as a client before any other consideration; and
- h) To ensure that any information acquired by the bidder(s) from the HSRC will not be used or disclosed unless the written consent of the client has been obtained to do so.

13. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The HSRC reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of HSRC or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

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- a) Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b) Seeks any assistance, other than assistance officially provided by a government entity, from any employee, advisor or other representative of a government entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity;
- c) Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the HSRC's officers, directors, employees, advisors or other representatives;
- d) Makes or offers any gift, gratuity, anything of any value or other inducement, to any government entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity;
- e) accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g) has in the past engaged in any matter referred to above; or
- h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

14. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the HSRC relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

- a) It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the HSRC against the bidder notwithstanding the conclusion of the Service Level Agreement between the HSRC and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

15. PREPARATION COSTS

- a) The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process.
- b) Furthermore, no statement in this bid will be construed as placing the HSRC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

16. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the HSRC incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the HSRC harmless from any and all such costs which the HSRC may incur and for any damages or losses the HSRC may suffer.

17. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

18. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The HSRC shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

19. TAX COMPLIANCE

- a) No tender shall be awarded to a bidder who is not tax compliant. The HSRC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance
- b) Certificate to the HSRC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The HSRC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

20. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The HSRC reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

21. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the HSRC may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	HSRC/04/2022/23	CLOSING DATE:	27 May 2022	CLOSING TIME:	11:00am
DESCRIPTION	Request for Proposals (RFP) For the Supply and installation of CCTV camera and Access Control solutions for the HSRC offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
HSRC Building					
134 Pretorius Street					
Pretoria					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Hilton Tsibande		CONTACT PERSON		
TELEPHONE NUMBER	012 302 2151		TELEPHONE NUMBER		
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	htsibande@hsrc.ac.za cmashego@hsrc.ac.za		E-MAIL ADDRESS		
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					

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>					

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

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 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:

SBD 2 – Tax Clearance Certificate Requirements

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.

Note: Valid Original Tax Clearance Certificate is mandatory

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: HSRC/04/2022/23
Closing Time: 11:00	Closing date: 27 May 2022

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

ITEM NO.	QUANTITY	DESCRIPTION Broker Services Fees or percentage (excluding VAT)	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
Year 1			R
Year 2			R
Year 3			R
Total			R

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

- Required by:
- At:
- **Brand and model**
- **Country of origin**
- **Does the offer comply with the specification(s)?** ***YES/NO**
- **If not to specification, indicate deviation(s)**
- **Period required for delivery**
***Delivery: Firm/ not firm**
- **Delivery basis**

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

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

***Delete if not applicable**

SBD4 – Declaration of Interest

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

2.1 Full Name of bidder or his or her representative:

.....
....

2.2 Identity Number:

.....

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

.....
....

2.4 Company Registration Number:

.....

¹“State” means –

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

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

....

2.6.1 The names of all directors / trustees / shareholders² / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

YES / NO

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

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

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

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

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

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1. If so, furnish particulars.

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

2.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

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

2.11. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other **YES / NO**

related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars.

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

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

3 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

HSRC PREFERENCE POINTS CLAIM FORM

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000; and - the 90/10 system for requirements with a Rand value above R50 000 000.
- 1.2 The value of this bid is estimated **to not exceed R50 000 000** and therefore the **80/20** system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific contract participation goals, as specified in the attached forms.
- 1.3.1 The points for this bid are allocated as follows:

		POINTS
1.3.1.1	PRICE	20

1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS

(a) Historically Disadvantaged Individuals:

- (i) who had no franchise in national elections before
The 1983 and 1993 Constitutions **4**
- (ii) Who is a female **4**
- (iii) (iii) Who has a disability **4**

(b) Other specific goals

- i) Promotion of SMME's **4**
- ii) Participation of youth **4**

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

Total points for Price, HDIs and other RDP- Goals must not exceed 100

2. GENERAL DEFINITIONS

“Acceptable bid” means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

“Comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

“Consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract

“**Control**” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

“**Control**” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

“**Disability**” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

“Equity Ownership” means the percentage ownership and control, exercised by individuals within an enterprise.

“Historically Disadvantaged Individual (HDI)” means a South African citizen

- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution”); and/or
- (2) who is a female; and/or
- (3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

“Management” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

“Owned” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

“Person” includes reference to a juristic person.

“Rand value” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

“Small, Medium and Micro Enterprises (SMMEs)” bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

“Sub-contracting” means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

“Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

“Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. POINTS AWARDED FOR PRICE

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

A Preference point system must be followed:

a. 80/20 preference point system for acquisition of goods or services with Rand value equal to or above R30 000 and up to R50 million

i. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

b. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million

i. The following formula must be used to calculate the points out 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

c. 80/20 preference points system for tenders to generate income or to dispose of or lease assets with Rand value equal to or above R30 000 and up to Rand value of R50 million

i. The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value equal to, or above R 30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

d. 90/10 preference point system for tenders to generate income or to dispose of or lease assets with Rand value equal to or above R50 million

i. The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value above R50 million, inclusive of all applicable taxes:

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

2. Specific goals may include:

a. Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability

b. Implementing the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

Specific Goals [PPPFA par 2(1) (d)]	Number of points (90/10 system)	Number of points (80/20 system)
SMME (EME & QSE)	2	4
Owned by black people (50% or more)	2	4

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

Owned by black people who are youth (30% or more)	2	4
Owned by black people who are women (30% or more)	2	4
Owned by black people with disabilities (30% or more)	2	4
Total Points to be Claimed	10	20

5. EQUITY OWNERSHIP

Ownership	Percentage owned	Points claimed
Ownership by SMME (EME & QSE)		
Ownership by black people		
Ownership by black people who are youth		
Ownership by black people who are women		
Ownership by black women with disabilities		

6. List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 5.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

--	--	--	--	--	--	--	--

***Indicate YES or NO**

7. Consortium / Joint Venture

7.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 6)	Percentage (%) of the contract value managed or executed by the HDI member

8. Declaration

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 5 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid.; and

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where
 x imported content y bid price
 excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

General Conditions of Contract – Request for Proposals (RFP) for the supply and installation of CCTV cameras and Access Control solutions for the HSRC Offices-Pretoria, Cape Town, Durban, and Pietermaritzburg.

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

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

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4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

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WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

8 – Declaration of Bidder's Past Supply Chain Management Practices

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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Item	Question	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? The Register for BID Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

..... **CERTIFY THAT THE
INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SBD 9 - Certificate of Independent Bid Determination

- 1 This Standard Bidding Document (SBD) must form part of all bids³ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:

that:

(Name of Bidder)

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

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6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (UMALUSI) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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Position

.....

Name of Bidder

General Conditions of Contract

**THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL
BID DOCUMENTS AND MAY NOT BE AMENDED**

**THE NATIONAL TREASURY
Republic of South Africa**



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 anything 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.

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|---|--|
| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection | <p>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.</p> <p>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.</p> |

- 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 Phaseduring 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 analysed 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 | <p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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 | <p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
 - 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
 - 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
 - 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
 - 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
 - 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
 - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of

penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 Bid 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.

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| 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to

- the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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Signature

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Date

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Position

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Name of Bidder