PSiRA
Private Security Industry Regulatory Authority

REQUEST FOR QUOTATIONS FOR APPOINTMENT OF SERVICE PROVIDER TO CONDUCT A SKILLS AUDIT OF ALL PSIRA STAFF FOR THE PERIOD OF EIGHT (8) MONTHS FOR THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSiRA)

[ADM/2025/002]

Date Issued: 25 July 2025]

Closing date and time: [12 August 2025 at 11:00]

Compulsory briefing: [04 AUGUST 2025 at 11H00] SERVICE PROVIDERS TO REGISTER FOR VIRTUAL BRIEFING SESSION BY SENDING EMAILS TO rfqs@psira.co.za NO LATER THAN 01 AUGUST 2025.

TENDER BOX ADDRESS:

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

JM

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

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A SKILLS AUDIT OF ALL PSiRA STAFF FOR A PERIOD OF EIGHT (08) MONTHS.

1. PURPOSE

1.1 The purpose of this bid is to appoint a duly qualifying and suitable service provider that will conduct a skills audit within the Authority, for a period of eight (08) months. The scope of work will require a thorough understanding of PSiRA's mandate, business environment and operations with reference to the applicable Human Capital Management policies and procedures.

1.2 The aim of the audit is to identify and assess the existing skills set and recommend capacity building programmes to close the knowledge and skills gaps identified above. The required services will include and not limited to the following:

- Conduct data collection of all PSiRA employees, using appropriate methodologies, e.g. focus group meetings, questionnaires, surveys, interview, CV's, qualifications etc.
- Manage the development of the Human Capital Management skills audit and the implementation plan, in line with the Human Resource Strategy.
- Provide continuous value adding opinions and progress update throughout the process to improve the outputs.

SM

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

2. BACKGROUND

2.1 Section 2 of the Private Security Regulation Act (56 of 2001) establishes Private Security Industry Regulatory Authority (PSiRA) to regulate the private security industry and exercise effective control over the practice of the occupation of security service provider in both the public and national interest and the interest of the private security industry.

2.2 PSiRA comprises of ten (10) offices nationwide (Cape Town, Port Elizabeth, Durban, Umtata, Polokwane, Nelspruit, Pretoria office, Acadia, Johannesburg, Bloemfontein and Centurion), with its Head Office in Centurion.

2.3 The importance of human resource and skills capacity to foster and continually develop a winning formula is acknowledged by PSiRA to achieve its goals, and this can be accomplished if PSiRA prioritises the skills development of its employees, by conducting a comprehensive skills audit on all positions in the Authority.

3. SCOPE OF WORK

3.1 The project's scope incorporates about 400 permanent employees of the organisation across the country, excluding employees on contract and interns. It is important to note that this project is intended solely for internal use within the organisation and that the study should encompass all PSiRA's offices throughout the country.

3.2 The appointed service provider should conduct a skills audit based on the following:

JM

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

3.2.1 Phase 1

- Identify the knowledge and skills that PSiRA currently has and requires, using the collected data including competency frameworks.
- Assess all occupations and skills sets for each role within PSiRA.
- Provide an overview of the critical and scarce skills required by PSiRA to deliver on its strategic objectives and goals.
- Link the Organising Framework for Occupations (OFO) issued by the Department of Higher Education (DHET) and Skills requirements to each role.
- Partner with internal Human Capital Management employees to transfer skills i.e., sharing project templates, processes and involve in project meetings etc.

3.2.2 Phase 2

- Develop skills profiles for each role and employee.
- Identify skills gaps and recommend targeted skills development interventions with training for each employee.
- Produce and present a consolidated skills audit report, recommendations, and a proposed implementation plan.

4. DELIVERABLES

4.1 Develop a project plan with clear milestones and timelines.

4.2 Identify PSiRA's
- current and future skills.
- scarce and critical skills.

4.3 Link the Organisation Framework for Occupations (OFO) and Skills requirements to each role.

4.4 Demonstrate how skills transfer will be done to internal Human Capital Management employees. i.e., submit skills transfer plan.

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

4.5 Consolidate and present a report for Phase 1.

4.6 Identify skills gaps for each employee per region and department.

4.7 Provide recommendations for targeted training and skills development for every employee.

4.8 Produce and present a comprehensive skills audit report, including recommendations and a proposed implementation plan.

5. WORKPLAN AND METHODOLOGY

5.1 Analysing the PSiRA mandate, structure, operations, job profiles, performance assessments and business environment.

5.2 Interviewing Senior Manager Human Capital Management (HCM), Manager: Human Capital Manager(HCM) and Manager:Learning & Development (L&D) where necessary.

5.3 Benchmarking with other Public Sector Skills Audit methodologies.

5.4 Develop skills profiles for all occupations aligned to Job descriptions.

5.5 Develop Skills Matrix.

5.6 Develop a competency framework and assess the current skills set.

5.7 Conduct data analysis.

5.8 Reporting on the finding.

5.9 Recommendations for the future Workplace Skills Plan.

5.10 Development of Personal Development Plans.

6. PROJECT DURATION AND PAYMENT SCHEDULE

6.1 The project is expected to take a maximum of eight (08) months from the date of appointment of the service provider to the date of presenting the final report to Management.

SM

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

6.2 The awarded service provider will be paid on completion of the deliverables of each phase, as outlined in clause 4 above.

7. SIGNING OF THE AGREEMENT

7.1 The successful service provider will be required to sign a Service Level Agreement.

8. COMPANY EXPERIENCE

8.1 The service provider should have a minimum of five (5) years' experience in conducting skills audits within the Public Sector.

8.2 Service provider is required to demonstrate that they have successfully facilitated large-scale skills audit and that the project has been successfully executed.

8.3 Provide 5 reference letters proving such projects were executed, on a company letterhead, must be signed by an authorised representative of the client, dated, and include contact details for verification purposes.

8.4 Project leader must have 5 years' experience in conducting skills audit and developing comprehensive strategies for the public sector. Have a three-year degree, in Human Resource Development / Human Resource Management/Industrial Psychology, registered with the South African Board of People Practices (SABPP)/Skills Development Facilitator (SDF) certificate. A comprehensive CV of the project leader who will be involved in the project should be attached, indicating qualifications and experience in similar projects. Certified copies of qualifications not older than 6 months for project leader must be attached.

SM

PSiRA
Private Security Industry Regulatory Authority

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

8.5 Team members must have at least a three (3) year qualification and three (3) years' experience in conducting skills audits and developing comprehensive strategies for the public sector. A comprehensive CV of team members who will be involved in the project should be attached, indicating qualifications and experience in similar projects. Certified copies of qualifications not older than 6 months for team members must be attached.

8.6 Show understanding of the public sector related legislative and accountability framework.

8.7 All team members must be South African Citizens.

9. REPORTING REQUIREMENTS

9.1 The service provider shall report to the Manager: Learning and Development and submit a summarized written report twice a month.

9.2 Senior Manager: Human Capital Management will require an initial meeting with the successful service provider, to agree on the project process and options to be investigated.

9.3 Progress meeting feedback shall be held virtually or face-to-face as and when necessary, but at least once in two weeks until completion of the project. The venue of these meetings will be at PSiRA Centurion Office, Eco Glades 2 Office Park, Block B, 420 Witch-Hazel Avenue, Highveld Ext 70, Centurion, 0157. The representatives from the service provider's organisation shall be obliged to attend at no additional cost.

JM

9.4 The service provider shall submit copies of the progress report during the project phases and the final report at the end of the project.

9.5 The service provider will present thefinal findings report to the Senior Manager: Human Capital Management the Executive Committee (EXCO) and the relevant Stakeholder committees.

10. ROLES AND RESPONSIBILITIES OF THE PARTIES

10.1 PSiRA will be responsible for establishing a Project Steering Committee to manage, monitor and oversee the project.

10.2 PSiRA will monitor the payment schedule that will be attached to the SLA. Payments will therefore only be approved and processed based on achieved deliverables as per the implementation plan and/or project plan and related performed project tasks.

10.3 The service provider will comply with the relevant PSiRA policies, procedures, and regulations in the execution of contract deliverables.

10.4 The service provider will advise PSiRA when unforeseen circumstances will adversely affect the execution of the contract and provide full particulars of such circumstances as well as the period of delays must be furnished.

JM

11. CONFIDENTIALITY OF INFORMATION

11.1 The names of all the members of the service provider team must be disclosed for the project for prior approval by PSiRA. Any changes, replacements and or additions should be submitted for approval by PSiRA.

11.2 All members will have to sign a non-disclosure agreement before project commencement.

11.3 The service provider shall not use, copy, or communicate any information of PSiRA without approval, except as strictly necessary for the purpose of this project.

12. EVALUATION CRITERIA

12.1 Criterion 1 – Compulsory Requirements

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

- SBD 1 - Invitation to Bid.
- SBD 3.3 - Pricing schedule.
- SBD 4 - Declaration of Interest.
- SBD 6.1 - Preference Points Claim Form.
- General Conditions of Contract (ALL pages must be initialled, and the last page must be signed by the bidder).
- Terms of reference (ALL pages must be initialled, and last page must be signed by the bidder).
- In case of partnership, bidders must submit a signed letter of confirmation outlining the relationship between parties, role and systems that may be utilised in the project.
- Attendance of virtual compulsory briefing sessions.

JM

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

13. CONDITIONS OF TENDER

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

13.1 Criterion 2 – Technical

TECHNICAL CRITERIA	WEIGHT
COMPANY PROFILE	**15**
The bidder must submit a comprehensive company profile indicating the number of years of experience in conducting skills audits and should at least have five (5) years. **15** points for company profile indicating 5 years' experience in conducting skills audits. **10** points for company profile indicating 4 years' experience in conducting skills audits. **05** points for company profile indicating 3 years' experience in conducting skills audits. **03** points for company profile indicating 1-2 years' experience in conducting skills audits. **01** point for company profile indicating less than a year' experience in conducting skills audits.	

SM

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

TECHNICAL CRITERIA	WEIGHT
REFERENCE LETTERS	**10**
The bidder must submit 5 signed, dated reference letters with contactable details in relation to scope of work, on their client's letterhead. Reference letters must be dated and not be older than 36 months from the date of bid submission. **10** points for 5 or more positive reference letters. **05** points for 4 positive reference letters. **04** points for 3 positive reference letters. **03** points for 2 positive reference letters. **01** point for 1 positive reference letter. **0** point for no reference letters or invalid reference letters.	
EXPERIENCE OF THE PROJECT LEADER	**10**
The bidder must submit a CV showing five (5) years practical experience in conducting a skills audit. **10** points for submission of a CV indicating 8 years 'or more experience in conducting skills audit. **05** points for submission of a CV indicating 7 years' experience in conducting skills audit. **04** points for submission of a CV indicating 6 years' experience in conducting skills audit. **03** points for submission of a CV indicating 5 years' experience in conducting skills audit. **0** point for no submission of CV..	
CERTIFIED QUALIFICATIONS OF THE PROJECT LEADER	**10**
The bidder must submit valid certified copies of qualifications with a minimum of a 3-year degree in Human Resources Development/Human Resources Management/Industrial Psychology or equivalent.	

3H

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

TECHNICAL CRITERIA	WEIGHT
10 points for valid certified copy of degree or higher qualification and registration with Professional bodies and registered Skills Development Facilitator **05** points for valid certified copy of a diploma and registration with Professional bodies registered Skills Development Facilitator **01** point for uncertified copies of qualifications and registration with Professional bodies registered Skills Development Facilitator **0** point for no submission of a degree/diploma. NB: The qualifications must be validly certified (date stamp must not be older than 6 months)	
EXPERIENCE OF THE PROJECT TEAM	**10**
The bidder must submit CV's for a minimum of three (3) individual team members indicating at least three (3) years practical experience in conducting a skills audit. **10** points for submission of CV's indicating 5 years' experience or more in conducting skills audit. **05** points for submission of CV's indicating 4 years' experience in conducting skills audit. **04** points for submission of CV's indicating 3 year experience in conducting skills audit. **0** points for submission of CV's with less than 3 years' experience in conducting skills audit.	
CERTIFIED QUALIFICATIONS OF THE PROJECT TEAM	**10**
The bidder must submit valid certified qualifications for all three (3) team members with a minimum of a 3-year degree in Human Resources Development/Human Resources Management/Industrial Psychology or equivalent. **10** points for submitting valid certified copies of a degree qualification and above and certified copies of Skills Development Facilitator certification.	

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

TECHNICAL CRITERIA	WEIGHT
05 points for submitting valid certified copies a diploma qualification and certified copies of Skills Development Facilitator certification. **01** point for submitting uncertified degree/diploma. **0** point for no submission of degree/diploma. NB: The qualifications must be validly certified (date stamp must not be older than 6 months)	
PROJECT IMPLEMENTATION PLAN	**25**
The bidder must submit a detailed project plan on how the skills audit will be conducted showing the work breakdown structure, timelines, cost, resources allocation & change management plan. **25** points for a detailed project plan showing the work breakdown structure, timelines, cost, resources allocation & change management plan. **15** points for a project plan missing **either one** of the following: the work breakdown structure, timelines, cost, resources allocation & change management plan. **05** points for a project plan missing **more than one** of the following: the work breakdown structure, timelines, cost, resources allocation & change management plan. **0** point for no project plan.	
PROJECT METHODOLOGY	**10**
The bidders must submit a project methodology which indicates how they will: ✓ Analyse the PSiRA Strategy, Structure, Job Profiles / Job Descriptions.	

SM

PSiRA
Private Security Industry Regulatory Authority

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

TECHNICAL CRITERIA	WEIGHT
✓ Develop competency framework and dictionary, Skills Matrix, Proficiency Levels. ✓ Conduct Self-Assessment, Line Manager Assessment, Competency assessment. ✓ Reporting on the training plan, Input into talent management, Personal Development Plans. ✓ Skills Transfer Plan. **Points Allocation:** **10** points for submitting a detailed proposed methodology with all requirements listed above. **07** points for submitting a detailed proposed methodology with at least four (4) requirements listed above. **05** points for submitting a detailed proposed methodology with at least three (3) to two (2) requirements listed above. **0** point for submitting one (1) or none of the requirements listed above.	
TOTAL	**100**

NB:

- The minimum threshold is 70 points out of 100 points on criteria 2.
- Those who score more than 70 points for the technical evaluation will further be evaluated in terms of price and specific goals.

SM

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

13.2 Criterion 3 - Preference Points System

i. All bidders who achieve the stipulated minimum threshold when functionality and presentation is combined (acceptable bids) will further be evaluation in terms of price and specific goals as specified below:

CRITERIA	POINTS
Price	80
Specific Goals	20
Total points	**100**

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

SPECIFIC GOALS	
Black ownership (10) **10** points for 100% black owned **07** points for 75%- 99% black owned **03** point 50% - 74% black owned **01** point 1% - 49% black owned **0**-point 0% black owned	
Women ownership (5) **05** points for 75% - 100% Women owned. **03** points for 51% - 74% Women owned. **01** point for below 51% Women owned	
Enterprise type (5) • **5** points for EME • **3** points for QSE • **1** point for GE	
Total Points	**20**

iii. 80/20 preference points

JM

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

$$Ps = 80\left[1 - \frac{(Pt - Pmin)}{Pmin}\right]$$

Where:

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

14. CONDITIONS OF CONTRACT

14.1 All services to be delivered as per the timelines mutually defined and agreed by PSiRA and the preferred bidder.

14.2 Proposed penalty clause to ensure acceptable service availability and performance levels are maintained throughout the contract.

14.3 Propose penalty clause will be in line to ensure availability of service and quality of service as stipulated in the tables below.

14.4 When agreed level of service is not maintained a penalty shall be in the form of service credits.

JM

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

15. PSiRA RIGHTS

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

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

16. GENERAL INFORMATION

16.1 Bidder must incorporate an SLA in their submission.

16.2 Bid documentation will be made available from National Treasury E-Tender Website, ready to be downloaded by bidders.

16.3 All compulsory forms contained in the bid documentation must be completed and signed in full.

16.4 Proof of Registration with the National Treasury Central Supplier Database (CSD) must be provided.

JM

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

16.5 Bids should be submitted at the correct address, before or on the closing date and time. No late bids will be accepted under any circumstance.

16.6 Only original bid documents will be accepted. No e-mailed or posted copies will be accepted.

16.7 Bidders may make use of courier services and have to confirm bid acknowledgement with SCM office.

16.8 Sealed and clearly marked bids indicating the Bid Reference must be deposited in the PSiRA Head Office tender box situated at 420 Witch Hazel Avenue, Eco Glades Block B2-Eco Park, Centurion, Pretoria.

16.9 The proposal must either conform to the minimum requirements set out in this document or clearly state how it deviates from these requirements and why. Offers exceeding the minimum requirements of the specification are acceptable. Minor deviations may be considered.

16.10 This document will form part of the binding contract between the successful service provider and the Authority once the proposal has been accepted by the Authority.

16.11 Compulsory virtual briefing session will be scheduled for this project.

16.12 No service may be rendered without an official purchase order.

16.13 The service provider will be required to keep the acquired data secure and not use it for any other purpose other than what is required by PSiRA.

16.14 Service providers are requested to submit four (4) copies of technical proposals plus the original.

16.15 Service providers are requested to index their proposals for easy reference.

16.16 Shortlisted bidders may be invited for a non-compulsory briefing session.

JM

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

17. INSTRUCTIONS TO BIDDERS

17.1 The bidder is required to confirm that it will hold its proposal valid for 60 days from the closing date of the bid, during which time it will remain without changing their proposed rates and prices.

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

17.3 All queries must be sent to Supply Chain Department: rfqs@psira.co.za

18. REPORTING OF INCIDENTS

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

19. CONTACT PERSON

The contact person for this assignment (Technical Enquiries):
Mr. Molefe Matsomela |Email: rfqs@psira.co.za

Bidding Procedures Enquiries:
Ms. Thabo Tshounyane |Tel: 012 003 0487/0645 |Email: rfqs@psira.co.za

Mr. Molefe Matsomela
(Chairperson)
Bid Specification Committee

Signature: 25/07/2025

Name of Bidder	Bidder's Signature	Date

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY					
BID NUMBER:	ADM/2025/002	CLOSING DATE:	12 AUGUST 2025	CLOSING TIME:	11h00
DESCRIPTION	**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A SKILLS AUDIT OF ALL PSiRA STAFF FOR A PERIOD OF 8 MONTHS FOR PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSiRA).**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
PSiRA: 420 WITCH HAZEL AVENUE
BLOCK B - ECO GLADES 2 OFFICE PARK
HIGHVELD EXT 10
CENTURION

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms Thabo Tshounyane	CONTACT PERSON	Mr Molefe Matsomela
TELEPHONE NUMBER	012 003 0487/0509	TELEPHONE NUMBER	012 003 0487
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	rfqs@psira.co.za	E-MAIL ADDRESS	rfqs@psira.co.za

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………………………

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ....BID NO.: **ADM/2025/002**

CLOSING TIME **11:00** CLOSING DATE: **12 AUGUST 2025**

OFFER TO BE VALID FOR **60** DAYS FROM THE CLOSING DATE OF BID

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

REQUEST FOR QUOTATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A SKILLS AUDIT OF ALL PSIRA STAFF FOR A PERIOD OF 08 MONTHS FOR PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSiRA)

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

PERSON AND POSITION	HOURLY RATE	DAILY RATE
------------------------------	R------------------------	------------------------
------------------------------	R------------------------	------------------------
------------------------------	R------------------------	------------------------
------------------------------	R------------------------	------------------------
------------------------------	R------------------------	------------------------

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

------------------------------	R------------------------	------------------ days
------------------------------	R------------------------	------------------ days
------------------------------	R------------------------	------------------ days
------------------------------	R------------------------	------------------ days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
------------------------------	....	....	R..................
------------------------------	....	....	R..................
------------------------------	....	....	R..................
------------------------------	....	....	R..................

TOTAL: R..

Name of Bidder: ....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	....	....	R....................
--	....	....	R....................
--	....	....	R....................
--	....	....	R....................

TOTAL: R..

6. Period required for commencement with project after acceptance of bid ....

7. Estimated man-days for completion of project ....

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

....

....

....

*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

Private Security Industry Regulatory Authority (PSiRA)

Department: Supply Chain Management Office

Contact Person: Ms. Thabo Tshounyane

Tel: 012 003 0487

Email Address: rfqs@psira.co.za

Or for technical information –

Contact Person: Mr Molefe Matsomela

Email Address: rfqs@psira.co.za

BIDDER'S DISCLOSURE

1. **PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

....

....

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

2.3.1 If so, furnish particulars:

....

....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

---

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………	…………………………………………………
Signature	Date
…………………………………	…………………………………………………
Position	Name of bidder

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black ownership as per the CSD report • 10 points for 100% black owned • 7 points for 75%- 99% black owned • 3 points 50% - 74% black owned • 1 point 1% - 49% black owned • 0-point 0% black owned	10	

Women ownership as per the CSD report • 5 points for 75% - 100% women owned • 3 points for 51% - 74% women owned • 1 point for Below 51% women owned • 0-point 0% women owned	5	
Enterprise Type • 5 points for EME • 3 points for QSE • 1 point for GE	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm..

4.4. Company registration number: ....

4.5. TYPE OF COMPANY/ FIRM

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ....

DATE: ....

ADDRESS: ....

....

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

Initial: ....

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

Initial: ....

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

Initial: ....

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

Initial: ....

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

…………………………………	………………………………………
Signature	Date
…………………………………	………………………………………
Position	Name of bidder