



## INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE

Private Bag X941, PRETORIA, 0001. City Forum Building, 114 Madiba Street, PRETORIA  
Tel: (012) 399 0103, Fax: (012) 326 0408.

### SPECIFICATIONS – GUARDING SERVICES

<b>1.</b>	<p>The rendering of Security Guarding Service to all the Independent Police Investigative Directorate (IPID) Offices for a period of thirty six (36) months.</p> <p>Tel: 012-399 0000</p> <p><b>CLOSING DATE:</b></p>																				
<b>2.</b>	<b>SHIFTS</b>																				
<b>2.1</b>	<p>Day shift : 06h00 to 18h00 - Mondays to Sunday, Including Public Holidays. Night shift : 18h00 to 06h00 - Monday to Sunday, Including Public Holidays.</p>																				
<b>2.2</b>	<p>Pretoria: IPID National Office City Forum Building 114 Madiba street Pretoria 0001</p> <p>( Area 1 as per Sectoral Determination )</p> <p><b>Total number of required security officers: 8</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2">Shift</th> <th rowspan="2">No of Security required per shift</th> <th colspan="2">Gender</th> <th rowspan="2">Armed Officers per shift</th> <th rowspan="2">PSIRA Grades</th> </tr> <tr> <th>Female</th> <th>Male</th> </tr> </thead> <tbody> <tr> <td>Day</td> <td style="text-align: center;">5</td> <td style="text-align: center;">1</td> <td style="text-align: center;">4</td> <td>1 Male</td> <td style="text-align: center;">C</td> </tr> <tr> <td>Night</td> <td style="text-align: center;">3</td> <td style="text-align: center;">0</td> <td style="text-align: center;">3</td> <td>1 Male</td> <td style="text-align: center;">C</td> </tr> </tbody> </table> <p><b>Duties : -</b></p> <ul style="list-style-type: none"> <li>▪ Access and egress control of people and vehicles ;</li> <li>▪ Operating access control systems e.g. Security X - ray machine ; metal detectors and boom gates;</li> <li>▪ Searching of all persons and vehicles entering and leaving IPID building;</li> <li>▪ Escorting of complainants, contractors and visitors;</li> <li>▪ Conducting hourly security patrols in the building;</li> <li>▪ Conducting safety inspections of the building;</li> <li>▪ Report findings to management and record in relevant registers;</li> <li>▪ Ensure the safety of property, officials and visitors;</li> <li>▪ Respond to emergencies and assist during emergency situations;</li> <li>▪ Report all security breaches to management and arrest of transgressors.</li> </ul> <p><i>NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).</i></p>	Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades	Female	Male	Day	5	1	4	1 Male	C	Night	3	0	3	1 Male	C
Shift	No of Security required per shift			Gender				Armed Officers per shift	PSIRA Grades												
		Female	Male																		
Day	5	1	4	1 Male	C																
Night	3	0	3	1 Male	C																
<b>2.3</b>	<b>EASTERN CAPE PROVINCE</b>																				
<b>2.3.1</b>	<p>Provincial Office: 3-33 Waverley Office Park Phillip Frame Road Chiselhurst East London</p>																				

Total number of required security officers: 5

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	3	1	2	1 Male	C
Night	2	0	2	1 Male	C

**Duties :-**

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;
- Conducting safety inspections of the IPID offices ;
- Report findings to management and record in relevant registers ;
- Ensure the safety of property, officials and visitors ;
- Respond to emergencies and assist during emergency situations ;
- Report all security breaches to management and arrest of transgressors.

*NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).*

**2.4 FREE STATE PROVINCE**

**2.4.1 Provincial office: 15 Cnr St Andrews and West Burger Street  
Ground Floor  
Standard Bank House  
Bloemfontein  
9301**

( Area 2 as per Sectoral Determination )

Total number of required security officers: 2

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	2	1	1	1 Male	C
Night	0	0	0	0	N/A

**Alarm monitoring at night, weekends and public holidays.**

**Duties :-**

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;
- Conducting safety inspections of the IPID offices ;
- Report findings to management and record in relevant registers ;
- Ensure the safety of property, officials and visitors ;
- Respond to emergencies and assist during emergency situations ;
- Report all security breaches to management and arrest of transgressors.

*NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).*

**2.4.2** District Office : 28 Louw Street  
 Maseroy Building, First Floor  
 Bethlehem  
 9700

( Area 3 as per Sectoral Determination )

Total number of required security officers: 2

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	2	1	1	1 Male	C
Night	0	0	0	0	N/A

Alarm monitoring at night, weekends and public holidays.

Duties :-

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;
- Conducting safety inspections of the IPID offices ;
- Report findings to management and record in relevant registers ;
- Ensure the safety of property, officials and visitors ;
- Respond to emergencies and assist during emergency situations ;
- Report all security breaches to management and arrest of transgressors.

*NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).*

**2.5 GAUTENG PROVINCE**

**2.5.1** Provincial Office: 20<sup>th</sup> Floor  
 Marble Tower Building  
 208-212 Jeppe Street  
 Johannesburg  
 2000

( Area 1 as per Sectoral Determination )

Total number of required security officers: 3

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	3	1	2	1 Male	C
Night	0	0	0	0	N/A

Duties :-

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;
- Conducting safety inspections of the IPID offices ;
- Report findings to management and record in relevant registers ;
- Ensure the safety of property, officials and visitors ;
- Respond to emergencies and assist during emergency situations ;

- Report all security breaches to management and arrest of transgressors.

*NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).*

**2.6 KWAZULU NATAL PROVINCE**

**2.6.1 Provincial Office: 3<sup>rd</sup> Floor  
22 Dorothy Nyembe Street  
Durban  
4000**

( Area 1 as per Sectoral Determination )

**Total number of required security officers: 4**

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	2	1	1	1 Male	C
Night	2	0	2	1 Male	C

**Duties : -**

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;
- Conducting safety inspections of the IPID offices ;
- Report findings to management and record in relevant registers ;
- Ensure the safety of property, officials and visitors ;
- Respond to emergencies and assist during emergency situations ;
- Report all security breaches to management and arrest of transgressors.

*NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).*

**2.6.2 District Office: 1<sup>st</sup> Floor  
10 Union Street  
Edwards Pharmacy Building  
Empangeni  
3880**

( Area 1 as per Sectoral Determination )

**Total number of required security officers: 4**

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	2	1	1	1 Male	C
Night	2	0	2	1 Male	C

**Duties : -**

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;

- Conducting safety inspections of the IPID offices ;
- Report findings to management and record in relevant registers ;
- Ensure the safety of property, officials and visitors ;
- Respond to emergencies and assist during emergency situations ;
- Report all security breaches to management and arrest of transgressors.

*NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).*

**2.7 LIMPOPO PROVINCE**

**2.7.1 Provincial Office: 78 Hans Van Rensburg  
Old Mutual Building  
Polokwane  
0700**

( Area 3 as per Sectoral Determination )

**Total number of required security officers: 5**

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	3	1	2	1 Male	C
Night	2	0	2	1 Male	C

**Duties : -**

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;
- Conducting safety inspections of the IPID offices ;
- Report findings to management and record in relevant registers ;
- Ensure the safety of property, officials and visitors ;
- Respond to emergencies and assist during emergency situations ;
- Report all security breaches to management and arrest of transgressors.

*NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).*

**2.7.2 Satellite Office: Khoroni Street  
2010 Centre  
Thohoyandou  
0950**

( Area 3 as per Sectoral Determination )

**Total number of required security officers: 4**

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	2	1	1	1 Male	C
Night	2	0	2	1 Male	C

**Duties : -**

- Access and egress control of people to IPID offices ;

	<ul style="list-style-type: none"> <li>▪ Operating access control systems e.g. Security X - ray machine and metal detectors ;</li> <li>▪ Searching of all persons entering and leaving IPID offices ;</li> <li>▪ Escorting of complainants, contractors and visitors ;</li> <li>▪ Conducting hourly security patrols in the IPID offices ;</li> <li>▪ Conducting safety inspections of the IPID offices ;</li> <li>▪ Report findings to management and record in relevant registers ;</li> <li>▪ Ensure the safety of property, officials and visitors ;</li> <li>▪ Respond to emergencies and assist during emergency situations ;</li> <li>▪ Report all security breaches to management and arrest of transgressors.</li> </ul> <p><i>NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).</i></p>																				
<b>2.8</b>	<b>MPUMALANGA PROVINCE</b>																				
<b>2.8.1</b>	<b>Provincial Office: 1<sup>st</sup> Floor Permanent Building</b> <b>27 Brown Street</b> <b>Nelspruit</b> <b>1200</b> <p>( Area 3 as per Sectoral Determination )</p> <p><b>Total number of required security officers: 4</b></p>																				
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		Female	Male																		
Day	2	1	1	1 Male	C																
Night	2	0	2	1 Male	C																
<b>2.8.2</b>	<b>District Office: Ground Floor</b> <b>Garryman Building</b> <b>Athlone Street</b> <b>Witbank</b> <b>1035</b> <p>( Area 3 as per Sectoral Determination )</p> <p><b>Total number of required security officers: 4</b></p>																				

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	2	1	1	1 Male	C
Night	2	0	2	1 Male	C

**Duties :-**

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;
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- Report findings to management and record in relevant registers ;
- Ensure the safety of property, officials and visitors ;
- Respond to emergencies and assist during emergency situations ;
- Report all security breaches to management and arrest of transgressors.

**NB.** All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).

**2.9 NORTH WEST PROVINCE**

**2.9.1** Provincial Office: No 01 Station Road  
Molopo Shopping Centre  
Mahikeng  
2745

( Area 3 as per Sectoral Determination )

**Total number of required security officers: 3**

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	3	1	2	1 Male	C
Night	0	0	0	0	N/A

**Alarm monitoring at night, weekends and public holidays.**

**Duties :-**

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;
- Conducting safety inspections of the IPID offices ;
- Report findings to management and record in relevant registers ;
- Ensure the safety of property, officials and visitors ;
- Respond to emergencies and assist during emergency situations ;
- Report all security breaches to management and arrest of transgressors.

**NB.** All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).

**2.9.2** **Satellite Office: 165 Klopper Street  
Rustenburg  
2999**

**( Area 3 as per Sectoral Determination )**

**Total number of required security officers: 2**

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	2	1	1	1 Male	C
Night	0	0	0	0	N/A

**Alarm monitoring at night, weekends and public holidays.**

**Duties : -**

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;
- Conducting safety inspections of the IPID offices ;
- Report findings to management and record in relevant registers ;
- Ensure the safety of property, officials and visitors ;
- Respond to emergencies and assist during emergency situations ;
- Report all security breaches to management and arrest of transgressors.

*NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).*

**2.10 NORTHERN CAPE PROVINCE**

**2.10.1 Provincial Office: 39 George Street  
Kimberly  
8301**

**( Area 3 as per Sectoral Determination )**

**Total number of required security officers: 4**

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	2	1	1	1 Male	C
Night	2	0	2	1 Male	C

**Duties : -**

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;
- Conducting safety inspections of the IPID offices ;
- Report findings to management and record in relevant registers ;
- Ensure the safety of property, officials and visitors ;
- Respond to emergencies and assist during emergency situations ;
- Report all security breaches to management and arrest of transgressors.



**NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).**

**2.10.2** Satellite Office: 58 Mark Street  
Mark Arcade Building  
Uppington  
8801

( Area 3 as per Sectoral Determination )

Total number of required security officers: 4

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	2	1	1	1 Male	C
Night	2	0	2	1 Male	C

Duties : -

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;
- Conducting safety inspections of the IPID offices ;
- Report findings to management and record in relevant registers ;
- Ensure the safety of property, officials and visitors ;
- Respond to emergencies and assist during emergency situations ;
- Report all security breaches to management and arrest of transgressors.

**NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).**

**2.11 WESTERN CAPE PROVINCE**

**2.11.1** Provincial Office: Fintrust Building ,  
1<sup>st</sup> Floor  
Cnr Petrusa and Mazzur street  
Bellville  
7530

( Area 1 as per Sectoral Determination )

Total number of required security officers: 4

Shift	No of Security required per shift	Gender		Armed Officers per shift	PSIRA Grades
		Female	Male		
Day	2	1	1	1 Male	C
Night	2	0	2	1 Male	C

Duties :-

- Access and egress control of people to IPID offices ;
- Operating access control systems e.g. Security X - ray machine and metal detectors ;
- Searching of all persons entering and leaving IPID offices ;
- Escorting of complainants, contractors and visitors ;
- Conducting hourly security patrols in the IPID offices ;
- Conducting safety inspections of the IPID offices ;
- Report findings to management and record in relevant registers ;

	<ul style="list-style-type: none"> <li>▪ Ensure the safety of property, officials and visitors ;</li> <li>▪ Respond to emergencies and assist during emergency situations ;</li> <li>▪ Report all security breaches to management and arrest of transgressors.</li> </ul> <p><i>NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).</i></p>																				
2.11.2	<p><b>Satellite Office: Nedbank Building</b>  <b>Unit No 04</b>  <b>Corner York &amp; CJ Langenhoven Street</b>  <b>George</b>  <b>6529</b></p> <p>( Area 3 as per Sectoral Determination )</p> <p><b>Total number of required security officers: 4</b></p>																				
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Shift	No of Security required per shift			Gender				Armed Officers per shift	PSIRA Grades												
		Female	Male																		
Day	2	1	1	1 Male	C																
Night	2	0	2	1 Male	C																
	<b>Total number of required security officers: 66</b>																				

DESCRIPTION	
<b>3</b>	<b>CONDITIONS</b>
<b>3.1</b>	<b>Accreditation with the Private Security Industry Regulatory Authority (PSIRA)</b>
3.1.1	The Company or Close Corporation and every Director of the Company or members of the Close Corporation must be registered in terms of Private Security Industry Regulatory Act, 2001 (Act 56 of 2001).
3.1.2	All security officers that the preferred bidder supplies to render the service, must be registered as a security officer in terms of Private Security Industry Regulatory Act, 2001 (Act 56 of 2001).
3.1.3	Copies of registration certificate must be attached:- <ul style="list-style-type: none"> <li>3.1.3.1 Valid Certified copy registration with PSIRA for the Company and Director(s)</li> <li>3.1.3.2 Valid Certified copy of registration with COIDA</li> <li>3.1.3.3 Valid Certified copy of Provident Fund</li> <li>3.1.3.4 Valid Certified copy of Unemployment Insurance Fund (UIF)</li> <li>3.1.3.5 Valid Certified copy of competency certificate (Firearm Licenses)</li> </ul>

	NB: All certified copies may not be older than 3 months.  Security background checks/vetting in respect of the preferred bidder and the Director(s) and security officer(s) shall be conducted. Appointment of preferred bidder will be done subject to positive background checks.
3.1.4	The Company or Close Corporation must at least have five (5) years experience in the rendering of security services.
<b>3.2</b>	<b>Security Officers</b>
3.2.1	The citizenship of all security officers appointed by the preferred bidder to provide security services at the IPID must be South African.
3.2.2	The preferred bidder shall, in order to ensure the continuity of the security services to be rendered, allocate specific personnel on the sites.  <b>Additional security officers may be required as and when needed.</b>
3.2.3	The exchange of any security personnel may only be executed with prior consent of the Security Manager in respect of National Office.  In Provinces the exchange of any security officers shall be done through Security Manager in consultation with Provincial Head of the respective Province.
3.2.4	Security officers must be rotated once per annum.
<b>3.3</b>	<b>Security Training</b>
3.3.1	Security officers to be supplied to render the services must be trained to the standards set by the PSIRA, by a training center accredited by PSIRA and provide proof thereof.
3.3.2	All security officers that the preferred bidder supplies to render security services shall at least have Std: 8/Grade 10 school qualification.
3.3.3	Supplied security officers must be able or be trained to operate access control systems e.g. boom gates, scanner or security X-ray machine and metal detectors.
<b>3.4</b>	<b>Supervision and emergency response</b>
3.4.1	Preferred bidders must have or establish a well-equipped 24 hour control room within a 50 kilometer radius from the IPID offices to respond to emergencies.
3.4.2	Unscheduled risk assessments in order to determine the capacity will only be conducted on shortlisted preferred bidders and it will include office visit and verification, availability of 24 hours fully functional control room, and availability of 24 hours response vehicles.
3.4.3	Bidders must provide a 24 hour supervision and immediate response to emergencies. Costs for such services shall be borne by the bidder.
3.4.4	The above mentioned Supervisor or Area Managers (Grade B) shall be available at all times. The officer will not be on the site but in the offices of the Private Security Service Provider.
3.4.5	Preferred bidders must have an IPID dedicated vehicles to respond to emergency situations.

DESCRIPTION	
<b>3.5</b>	<b>Minimum Wages</b>
3.5.1	Security officers must be paid at least the Minimum Wage according to the Basic Conditions of Employment Act 75 of 1997: Sectorial Determination 6 as amended, for the private security sector.
3.5.2	To validate the above, the Security Management or Provincial Management shall conduct spot checks of salary advices/ pay slips.

	Non-compliance with Minimum Wage might lead to cancellation of the contract.
<b>3.6</b>	<b>Price</b>
3.6.1	The stipulations for price adjustments in the Minimum Wage/Government Notice shall apply.
<b>3.7</b>	<b>Other information</b>
3.7.1	Attach a complete detailed list of three (3) to five (5) successful references with contact persons, name and telephone numbers, and indicate contract price, where such security services are or were rendered.
3.7.2	Bidders may submit any other relevant information in a separate document that may be important for the evaluation of the bid.
<b>3.8</b>	<b>Deviations</b>
3.8.1	If not in accordance with the specifications, furnish the deviations. (A separate page may be attached to submit the details).
<b>3.9</b>	<b>Assumption of duty:</b>
3.9.1	Preferred bidders must be in a position to assume duty a month after acceptance of the bid.
<b>3.10</b>	<b>Compulsory Site Meeting:</b>
3.10.1	Preferred bidders must attend the compulsory site meeting at their own cost in order to ascertain the extent of services to be rendered. (Particulars of the site meeting are indicated in the bid). (Failure to comply will invalidate the bid )
<b>3.11</b>	<b>Particulars of Company/Close Corporation</b>
3.11.1	Preferred bidder must be registered as a Company or Close Corporation and a copy of the registration certificate must be attached as proof thereof.  <i>(Failure to comply will invalidate the bid)</i>
<b>3.12</b>	<b>Bidders must furnish the following particulars with regards to Companies or Close Corporations:</b>
3.12.1	Address where the headquarters are situated.
3.12.2	Establishment of a Regional/District in the vicinity where services are to be rendered.
3.12.3	A certified copy of the bidders latest Audited Financial Statement must be attached. <i>(Failure to comply will invalidate the bid).</i>
3.12.4	A separate Addendum must indicate the security experience of the Directors of the Company or members of the Close Corporation. These Directors or members of the Close Corporation and their Companies or Corporations will be subjected to security screening and vetting by a statutory body determined by the Directorate.
3.12.5	The preferred bidder must provide contingency plan to provide for but not limited to strike actions, non-payment, life threatening situation and unforeseen circumstances.
<b>4</b>	<b>PROVISION OF PERSONNEL DURING CRISIS SITUATIONS</b>
4.1	Preferred bidders must undertake to provide a certain and reasonable number of security officers as can be required for the rendering of services during any unforeseen emergency situation.
<b>5</b>	<b>SECURITY SERVICES</b>
5.1	The quality of the security services to be rendered, must be in accordance with the acceptable security standard and minimum requirements set by the Directorate.
5.2	It is the responsibility of the preferred bidder to ensure that security officers employed meet the minimum requirements with regards to accreditation, training and qualification.

5.3	All possible steps shall be taken by the preferred bidder to ensure that the contract and intended execution of this agreement will take place. These steps include, <i>inter alia</i> , the following:-
	<p>5.3.1. The protection of the State officials against injuries, death or any other offences, including offences referred to in Schedule 1(one) of the Criminal Procedure Act, 1977 (Act 51 of 1977) as amended.</p> <p>5.3.2. The protection of State property at the intended site and the protection of the said property against theft and vandalism.</p>
6	<p><b>SECURITY PERSONNEL</b></p> <p><b>NB.</b> Proof of registration with PSIRA must be submitted and these personnel will be subjected to security screening as determined by the Directorate.</p>
6.1.	Security officers must be able to speak, read and write in English and at least be able to communicate in two (2) additional languages.
6.2	Security officers must not be younger than 18 years of age.
6.3	Security officers should not have been found guilty of offences specified in the Schedule of offences stipulated in the PSIRA.
6.4	The security officers to be supplied to render the service must at least have one (1) year security experience.
6.5	All armed security officers must comply with the Firearms Controls Act of 2000. Copies of competency certificates and annual evaluations must be submitted to the Security Manager. Any member does not meet the requirements of Firearms Control Act of 2000 will not be allowed to carry a firearm.
6.6	The Directorate has the right to screen and interview security officers the preferred bidder has appointed or supplied to render the service at any time after the awarding of the tender.
7	<b>Confidentiality Agreement (Declaration of Secrecy)</b>
7.1	A Security officer shall at the commencement of this agreement sign a confidentiality agreement as prescribed by the IPID Security Policy.
8	<b>General Requirements for Security Personnel</b>
8.1	Security officers must always present an acceptable image and appearance which implies, <i>inter alia</i> , that they may not sit, lounge about, smoke, eat or drink while attending to clients.
8.2	Supervisors and security officers must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, <i>inter alia</i> , that there shall be no unnecessary argument with visitors/staff or discourteous behavior towards them.
8.3	Supervisors and security officers must be physically healthy and medically fit for execution of their duties.
8.4	Security officers may not enter IPID offices unaccompanied by IPID staff members or in the absence of IPID staff member unless in the case of emergency.
8.5	The preferred bidder or his employees must not furnish any information concerning State activities to the public or the media.
8.6	The Directorate has the right to ascertain from the PSIRA to determine whether the security officers are in compliance with the PSIRA.

<b>9</b>	<b>UNIFORM AND IDENTIFICATION</b>
9.1	The preferred bidder undertakes to ensure that each member of his/her security officers will at all times when on duty be fully equipped in respect of:
9.1.1	A neat and clearly identifiable uniform of the company, which will include rain coats and overcoats.
9.1.2	For security officer performing duties at duty points where specific identification is required, the preferred bidder will issue reflective "vests or bibs" which must be worn by security personnel whilst on duty at the said duty points.
9.1.3	A valid PSIRA identification card with the member's photo, identification and registration information, must be worn conspicuously on his/her person at all times. The Directorate will give biometric access to security officers when the need arises.  <i>NB. Deviations should be communicated within 24 hours.</i>
<b>10</b>	<b>SECURITY AIDS</b>
<b>10.1</b>	<b>Security aids to be worn by security officers at all times while on duty and which must be issued by the preferred bidder are:</b>
10.1.1	Number of batons must be equal to number of security officers on site.
10.1.2	Number of handcuffs equal to number of security officers on site.
10.1.3	Pocket books for all security officers.
10.1.4	Pens for all security officers.
10.1.5	1 X base radio linked to the control room and four (4) hand held two way radios with chargers.
10.1.6	Hand held metal detectors: 1 X Per Office.
1.1.7	1 X Hand gun: Per Office, must be a 9mm pistol with a 15 round magazine capacity and 15 rounds.
<b>10.2</b>	<b>Registers to be utilized and maintained.</b>
10.2.1	The preferred bidder must ensure that the Occurrence Book and Access Control Registers or forms, which are provided by the preferred bidder, are utilized and maintained as required.
<b>10.3</b>	<b>Occurrence Book – Purpose:</b>
10.3.1	To keep record of all incidents, occurrences or observations made by the security officers whilst on duty for record purposes.
10.3.2	<b>Compulsory Entries:</b> All listed routine procedures such as patrols undertaken, handing over of shifts, mentioning the procedures followed, by whom and the time of commencement. These entries must always be made clearly legible, in black ink.
10.3.3	All occurrences/events, however important, slight or unusual with reference to the correct time and relevant actions taken.
10.3.4	All security officer's activities – especially deviations in respect of the duty list – indicating particulars of the personnel and relevant times.
10.3.5	The unlocking/locking of main access doors/gates, indicating the time and the name of person who locked or unlocked.
10.3.6	The handing over of shifts, mentioning all names of all shifts personnel and accompanying equipment and aids. In this case personnel taking over as well as personnel handing-over must sign the entries.
10.3.7	All site visits made by the preferred bidder's Supervisor, Management and IPID management must be transacted or done in red ink.
10.3.8	Under no circumstances may an entry in the Occurrence Register be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed at the side.
10.3.9	<b>Perusal of the Occurrence Book:</b> After handing-over of the shifts, the person who is taking over the

	shift must make an entry confirming that he/she has read the occurrence book in order to acquaint himself/herself with events that occurred during the previous shift.
10.3.10	The Directorate, if it so wishes at any time has the right to peruse the private Company's registers and update IPID related registers.
<b>10.4</b>	<b>Shift roster:</b>
	<b>Purpose:</b> To indicate the number of days, hours of work and names of security officers who are or will be on duty over a specific month or period.
10.4.1	<b>Drafting of shift roster:</b> Daily, weekly or monthly shift rosters of all security officers must be drawn by the preferred bidder and kept on site where the service is rendered.
10.4.2	<b>Changes to the shift roster:</b> Any changes to the shift roster shall be crossed out by a single line, initialed, dated and noted in the occurrence book.
10.4.3	<b>Duty sheet-purpose:</b> To ensure that all security officers on duty are familiar with their duties as required by the contract.
10.4.4	The preferred bidder must have a fully expounded duty sheet available at each duty point of the site.
<b>10.5</b>	<b>Two-way-radios/Hand held radios:</b>
	<b>Purpose:</b> To ensure that there is immediate communication between the various duty points on the site and the control room of the preferred bidder.
10.5.1	Radios must be serviceable at all times and be issued to the security officer patrolling the site for immediate communication with the base station/control room, response vehicle or with other security officers.
<b>10.6</b>	<b>Lost articles:</b>
10.6.1	All lost and found items must immediately be handed in on the site control room or to administration officer in respect of Provinces, and be recorded in the occurrence book.
<b>10.7</b>	<b>Deliveries:</b>
10.7.1	Security officers must not accept or receive private deliveries for any Directorate employees.
<b>10.8</b>	<b>Labour unrest/picketing:</b>
10.8.1	Security is essential services therefore security officers shall not take part in any strike or picketing organized by Directorate employees.
10.8.2	Should services be interrupted as a result of any form of labour unrest, dispute, civilian disorder, a local or national disaster or any cause beyond the control of the preferred bidder, the parties must come to an agreement on methods to ensure the continuation of the security services.
<b>11</b>	<b>RECORDS TO BE KEPT AT THE PREFERRED BIDDERS HEADQUARTERS</b>
11.1	The preferred bidder must keep relevant files related to the bid/contract as well as all appropriate documents of all security officers who are employed for rendering services to the Directorate and be available for inspection by Directorate's representatives.
11.2	Documents shall include, inter alia, qualifications of security officers, medical certificates, PSIRA certificates, firearm related documentations, proof of registration with provident fund etc.

	DESCRIPTION
<b>12</b>	<b>CONTACT WITH DEPARTMENTAL EMPLOYEES</b>
12.1	The supervisor must immediately report any abnormal and or noteworthy incident to the Directorate representative who in turn will inform top management.
12.2	A meeting where formal discussions can be held between the Directorate and the preferred bidder's supervisor/manager or the preferred bidder must be held at least once a month. Minutes of such

	meetings must be kept by the Directorate.
<b>13</b>	<b>MAXIMUM SHIFT HOURS</b>
13.1	All security officers must work in line with sectoral determination .No security officer must be allowed to work a shift longer than twelve (12) continuous hours.

	DESCRIPTION
<b>14</b>	<b>INSPECTIONS</b>
14.1	The officer referred to in 3.4.3 above shall conduct periodic after-hour supervisory inspections on premises where security officers are deployed.
14.2	The Directorate has the right to inspect the service rendered by the preferred bidder at any time. In order to ensure that the service is rendered in accordance with the conditions of the contract and the site specifications.
14.3	The Directorate officials shall pass on in writing through the office of Security Manager, all additional requests in respect of the rendering of the service.
14.4	The Directorate holds the right to request the preferred bidder through official communication to remove security officer from the site and to provide reasons thereof. In such case the security officer must leave the site forthwith and be replaced by another.  The Directorate will not be held liable for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.
14.5	<b>NOTE:</b> The Directorate representative will have the right to daily check whether personnel are available at the site in terms of the conditions.
<b>15.</b>	<b>LIABILITY</b>
<b>15.1</b>	<b>Damages and losses</b>
15.1.1	The preferred bidder will be held responsible for any damage or loss suffered by the Directorate as a result of the preferred bidder's own employee's negligence or intent which originated at the site.
15.1.2	The Directorate will be liable for any loss or damage of any nature to the preferred bidder's property or any item/s kept on site where the loss originated from negligence or intent on the part of the Directorate.
15.1.3	The Directorate is indemnified against any liability, compensation or legal expenses in respect of the following:
	15.1.3.1 Loss of life or injuries sustained by security officers during the execution of their duties.
	15.1.3.2 Damage to or destruction of any equipment.
<b>15.2</b>	<b>Departmental Equipment</b>
15.2.1	The preferred bidder may not, unless otherwise specified, make use of any of the Directorate's equipment, aids and/or property, for purposes of compliance with the conditions, which equipment, aids and/or property include, inter alia, vehicles, stationary, firearms, etc.
15.2.2	All keys required to obtain access to those parts of the site where service is to be rendered according to the conditions, will be provided.

	DESCRIPTION
<b>15.3</b>	<b>Pro-Rata decrease of Payment or Penalties</b>
15.3.1	If at any specific time the service is not rendered in accordance with the conditions of the contract or the specifications, the Directorate has the right to adjust payment pro-rata or penalize the preferred bidder.
<b>16.</b>	<b>TERMINATION OF SERVICE</b>
16.1	The stipulations of the State Tender Board's General Conditions and Procedures (ST36) will apply in



	respect of termination in this bid.
16.2	The preferred bidder will be terminated immediately should the preferred bidder no longer qualify as security service provider in terms of the PSIRA.
16.3	The preferred bidder must notify the Directorate immediately should he/she or any member of his/her security officers no longer meet the qualifications or conditions of the PSIRA and the preferred bidder must immediately remove from the site and replace any of his/her security officers who no longer qualify as security officers in terms of the Act.
<b>17.</b>	<b>DUTIES OF SECURITY OFFICERS</b>
17.1	To perform access control duties, patrol premises including the safeguarding of personnel and property.
<b>18</b>	<b>Additional requirements</b>
18.1	A security officer must be inspected at least once a day by the preferred bidder or his representative.
18.2.	A direct communication channel must be established between the security officers and the control room of the preferred bidder.
<b>19</b>	<b>TERMINATION OF SERVICES</b>
19.1	The contract is for a period of 36 months and the Directorate reserves the right to terminate the contract with one month written notice for breach of contract.
<b>20</b>	<b>REPORTING REQUIREMENTS</b>
20.1	The preferred bidder will report to the Directorate's representative
20.2	The preferred bidder shall every month supply summarized written report to the security manager at IPID Head Office on specific problems, suggestions, improved methods and work programs ,tenants complaints and remedial action and all other matters connected with this agreement.
20.3	Security Management will hold monthly meetings with the preferred bidder and in Provinces meetings will be held with IPID administration officers.
<b>21</b>	<b>ALARM MONITORING AND ARMED RESPONSE</b>
21.1	Alarm monitoring and armed response will be required in North West Province and Free State Province as provided for from number 2.4.1-2.4.2 and 2.9.1-2.9.2 respectively.
21.2	The preferred bidder is expected to install a radio transmitter and connect to Telkom Network (Land Line) and link existing alarm system via Wide Area Network (WAN) with the preferred bidder's control room to enable the monitoring of alarm signal as per offices identified on 21.1 above.
21.3	Below are the duties and responsibilities of the preferred bidder:- <ul style="list-style-type: none"> <li>• Install a radio transmitter and connect to Telkom Network (Land Line) and link it via a Wide Area Network (WAN) with preferred bidder's control room;</li> <li>• Provide 24 hour alarm monitoring and armed response in case of alarm activation to IPID offices;</li> <li>• The preferred bidder must be able to respond immediately upon receipt of alarm signals;</li> <li>• The preferred bidder must be situated within 50 KM radius from the IPID's offices;</li> <li>• The preferred bidder must train IPID officials on how to arm and disarm the alarm system;</li> <li>• The preferred bidder should at least have five years experience in the armed response services;</li> <li>• Ensure maintenance and functioning of the radio transmitter and WAN;</li> <li>• Ensure that there is a technician available on standby 24 hours in the event of malfunctioning of the alarm system;</li> <li>• Control room must upon receipt of alarm activation contact point of activation or designated IPID official to :-</li> </ul>

	<ul style="list-style-type: none"> <li>➤ Establish the authenticity of activation;</li> <li>➤ To identify the nature of the threat such as but not limited to hostage, burglary etc;</li> <li>➤ To prepare armed responses patrol officers or other emergency services for the threat and by forewarning them;</li> </ul> <ul style="list-style-type: none"> <li>• Provide for SMS alert services in case of power failure, low batteries, and communication test not received from the panel.</li> </ul> <p><i>Note: The preferred bidder must take insurance of reaction officers against death and injury and submit proof to IPID.</i></p> <p><i>The Directorate might require additional alarm monitoring and armed response services as should the need arise.</i></p>
<b>21.4</b>	<b>PROCEDURE IN CASE OF ALARM ACTIVATION</b>
<b>21.4.1</b>	<p><b>Alarm activation during office hours :-</b></p> <ul style="list-style-type: none"> <li>• Control room shall immediately upon the activation of alarm enquire from IPID officials if there is an emergency;</li> <li>• Control room shall notify a technician within three (3) minutes of the activation if there is a malfunctioning;</li> <li>• Technician shall within twenty (20) minutes of notification ,attend to the IPID Office;</li> <li>• In the event of an emergency control room shall immediately dispatch an response vehicle and armed response officers to the IPID Office;</li> </ul>
<b>21.4.2</b>	<p><b>Alarm activation after hours</b></p> <ul style="list-style-type: none"> <li>• Control room shall dispatch an armed response officers to investigate the activation;</li> <li>• Control room shall immediately notify an IPID designated officials by telephone of the activation;</li> <li>• Upon arrival at IPID Offices the armed response officers shall take what action he/she deem necessary and call for assistance if required;</li> <li>• In the event of a malfunctioning ,control room shall notify technician;</li> <li>• Technician shall within twenty (20) minutes of receipt of the notification be at the IPID Office;</li> <li>• The preferred bidder should have at least five years experience in the armed response services;</li> <li>• The preferred bidder must have one vehicle for each office identified to attend to emergencies;</li> <li>• The preferred bidder must have 24 hour control room and monitoring system manned by trained security officers on 24 hours basis.</li> </ul>
<b>22</b>	<b>SUB-CONTRACTING</b>
	<p>Preferred bidders are allowed to subcontract</p> <p>A contractor is not allowed to subcontract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intend sub-contractor is an EME that has the capability and ability to execute the sub-contract .</p> <p>A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it has indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to the enterprise that does not qualify for at least the same number of points that the bidder qualifies for unless the intend sub-contractor is an EME that has the capability and ability to execute the sub-contract.</p>

	The subcontracting Company must issue their security officers with the same uniform as that of the preferred supplier.
<b>23</b>	<b>EVALUATION CRITERIA:</b>
23.1	In the awarding of the bid, they will be evaluated in three phases:
23.1.1	<p><b>Phase one: Mandatory requirements:</b></p> <p>(a) Preferred bidder must be registered on Central Supplier Database. Preferred bidder must ensure that the subcontractor (if subcontracting) is registered with Central Supplier Database and is fully compliant. Both the preferred bidder and the subcontractor (if subcontracting) CSD numbers should be reflected on the proposal</p> <p>(b) Company profile including contact details, addresses, 3 pictures with security officers uniform and equipment.</p> <p>(c) SBD Forms completed and signed:</p> <ul style="list-style-type: none"> <li>• TCC 001</li> <li>• SBD 1 (Invitation to Bid)</li> <li>• SBD 3.3 ( Pricing schedule)</li> <li>• SBD 4 ( Declaration of Interest)</li> <li>• SBD 5 ( National Industrial Participation Programme)</li> <li>• SBD 6.1 ( Preferential Procurement Regulations 2011)</li> <li>• SBD 8 ( Declaration of bidder's past supply chain management practices)</li> <li>• SBD 9 ( Certificate of Independent Bid Determination)</li> </ul> <p>(d) Valid BBBEE Certificate original or certified copy; An EME and QSE is required to submit a sworn affidavit confirming their annual total revenue and level of black ownership or a BBBEE level verification certificate to claim points as prescribed by regulation 5 and 6 of Preferential Regulations, 2011. Bidders other than EMEs and QSEs are required to submit an original or certified copy of BBBEE status level certificates;</p> <p>(e) Copies of CVs of all Managing Directors;</p> <p>(f) Certified copies of Identity Documents for all Managing Directors;</p> <p>(g) Certified security qualifications certificates of all Managing Directors;</p> <p>(h) Valid Certified PSIRA certificates of the company and Managing Directors ;</p> <p>(i) Proof of contribution to the UIF;</p> <p>(j) Proof of vehicles registration and Firearm Licenses;</p> <p>(k) Copy of insurance certificate or a letter of intention ( quotation ) for insurance;</p> <p>(l) Proof of COIDA;</p> <p>(m) Bank confirmation letter not older than 3 months;</p> <p>(n) The successful bidder who appoints a sub-contractor must ensure that such a sub-contractor is tax compliant for the full duration of the contract. Successful bidder are required to provide the accounting officer with written consent from its sub-contractor confirming that SARS may, on an ongoing basis during the contract term, disclose the sub-contractor's tax compliance status to IPID.</p> <p>(NB: A bid that does not comply with these requirements will be eliminated)</p>
23.2	<b>Phase two: Functionality:</b>
23.2.1	<p>The bids will be evaluated according to following:</p> <p>Functional criteria (90); (A bidder who scored less than 60 out of 90 points will not be considered for site visits)</p> <p>Site visits (10)</p> <p>10 points made up of 2 in terms of each of the following :-</p> <ul style="list-style-type: none"> <li>• Response vehicles;</li> <li>• Equipments and uniform;</li> <li>• Telephone, fax, computers;</li> <li>• Immovable control room;</li> <li>• Availability of an office equipped with telephone, fax and computer and with physical</li> </ul>

	<p>address.</p> <p>The sub-contractors will be visited as well</p> <p>A bidder who scored less than 70 on functionality and site visits will not be evaluated further.</p>
23.3.	Phase three: The 90/10 principle shall apply.

**FUNCTIONALITY CRITERIA**

Sub criteria	Description	Weight
<b>Ownership of transport</b>	<p>Evidence of ownership of transport (Proof of number of vehicle to render National Services per Province). Proof of vehicle licenses</p> <p>More than 30 vehicles = 30 points            Between 19 &amp; 30 Vehicles = 20 points            Up to 18 vehicles = 10 points</p>	30
<b>Capacity</b>	<p><b>Proposal that outlines the following :</b></p> <ol style="list-style-type: none"> <li>1. Project plan;</li> <li>2. Implementation plan;</li> <li>3. Operational plan;</li> <li>4. Contingency plan that provides for but not limited to strikes, emergency situation ,additional security officers when needed; and</li> <li>5. Training plan for security officers.</li> </ol> <p>5 of 5 aspects ..... 30 points            4 of 5 aspects ..... 20 points            3 of 5 aspects ..... 15 points            2 of 5 aspects ..... 10 points            1 of 5 aspects ..... 5 points</p>	30
<b>Experience</b>	<p>This refers to the experience of the preferred bidder to undertake the scope of work involved in this tender. The preferred bidder is required to provide details of previously undertaken work related to guarding services. (Brief description of the scope and scale of current and past projects undertaken, including five traceable references. The preferred bidder should attach reference letters as well).</p> <p>11 and above ..... 30 points</p>	30

	5-10 ..... 15 points	
<b>TOTAL</b>		<b>90</b>

**24. Phase Three: Evaluation on Price and BBBEE Contribution Level**

24.1 A shortlisted company will be evaluated in phase three in terms of price and BBBEE points.

24.2 It is expected that the services required will exceed R1 million inclusive of VAT for a period of 36 months and in line with National Treasury Supply Chain Management Prescripts, the 90/10 Preference Point System shall be applicable.

24.3 The points obtained will then be converted to 90% of the total points as follows:

$$P_s = 90 \left( 1 - \frac{P_l - P_{\min}}{P_{\min}} \right)$$

<b>PRICE AND B-BBEE SCORE</b>		<b>100</b>
<b>24.3.1</b>	<b>PRICE</b> The bid price offered must be vat inclusive and other related costs as well as be competitive.	<b>90</b>
<b>24.3.2</b>	<b>BBBEE SCORE</b>	<b>10</b>
<b>TOTAL</b>		<b>100</b>

25. The table below depicts the BBBEE status level of contribution.

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10)</b>
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
<b>Non-Compliant</b>	<b>0</b>

Total bid price for tender IPID..... per month		-
Total tender price for tender IPID..... over 36 months	-	

25. The following must be noted by prospective bidders:-
- 25.1 The successful bidder and his/her security officers will be security screened prior to the commencement of the contract. Copies of ID documents as well as contact number of the Directors must be included in the Bid document.
26. The contract to be entered into with the successful bidder will be for duration of 36 months.
27. **Payments**
- 27.1 The Directorate will not make upfront payments. Payment will only be made after the service has been delivered as agreed by both parties;
- 27.2 The preferred bidder shall pay the employee to render a service at least the Minimum Wage as prescribed in the Sectoral Determination.
28. **Increment should be based on Sectorial Determination**
- 28.1 The bidder who scores the highest will be recommended for the bid to the accounting officer for approval.

***NB: The successful bidder will be appointed subject to positive clearance by SSA***

**Enquiries (For More Information Please Contact):**

Ms K Rathokolo

Ms M Sebei

**Telephone numbers**

**Telephone numbers**

(012) 399 0037

(012) 399 009

**E-mail address**

**E-mail address**

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**Fax number**

0866301006

### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE

BID NUMBER: IPID001/2017                      CLOSING DATE: 4 MAY 2017                      CLOSING TIME: 11:00

DESCRIPTION: SECURITY GUARD SERVICES BID TO ALL IPID OFFICES FOR A PERIOD OF 36 MONTHS

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).**

BID DOCUMENTS MAY BE POSTED TO:  
The Executive Director, Private Bag X941, Pretoria. 0001

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  
City Forum Building, 114 Madiba Street, Corner Madiba and Sophie De Bruin Street, Pretoria.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER                      CODE..... NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER                      CODE ..... NUMBER.....

VAT REGISTRATION NUMBER .....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)?                      YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?                      YES/NO  
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE.....

## 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](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).





Application for a Tax Clearance Certificate

Purpose

Select the applicable option

Tenders: Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no

Income Tax ref no

VAT registration no 4

Customs code

Telephone no

E-mail address

Physical address

Postal address

Company/Close Corp registered no

PAYE ref no 7

SDL ref no L

UIF ref no U

Fax no

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Telephone no

E-mail address

Physical address

Income Tax ref no

Fax no

**Particulars of tender** (if applicable)

Tender number

Estimated Tender amount

R 111

Expected duration of the tender

1 | 1 year(s)

**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

**Audit**

Are you currently aware of any Audit investigation against you/the company?  
If "YES" provide details

YES NO

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct \_\_\_\_\_ to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf

Signature of representative/agent

Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/  
Public Officer

**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: IPID 001/2017.....
CLOSING TIME 11:00	CLOSING DATE: 4 MAY 2017

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY	TAXES
	SECURITY GUARD SERVICES BID TO ALL IPID OFFICES FOR A PERIOD OF 36 MONTHS	(ALL APPLICABLE	
	INCLUDED)		

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

.....

.....

.....

.....

.....

	HOURLY RATE	DAILY RATE
R.....	.....	.....
R.....	.....	.....
R.....	.....	.....
R.....	.....	.....
R.....	.....	.....

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

.....

.....

.....

.....

R.....	.....	..... days
R.....	.....	..... days
R.....	.....	..... days
R.....	.....	..... days

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 –

INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE

MS M SEBEI  
Tel: 012 399 0099

Or for technical information –

MS K RATHOKOLO  
Tel: 012 399 0037

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>): .....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"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.

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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



**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

### 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 R1 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....90/10.....system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:
- |  | POINTS       |
|--|--------------|
| 1.3.1.1 PRICE  | .....90..... |
| 1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION              | .....10..... |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b>   |
- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“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;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 "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; and
- 2.18 "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. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### 5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm ..... :

9.2 VAT registration number : .....

9.3 Company registration number ..... :

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider



Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....  
 ADDRESS:.....  
 .....  
 .....

## 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	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	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**



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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

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 consortium<sup>3</sup> 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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 (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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## NOTES

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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



origin and which have the potential to harm the local industries in the RSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights



arising from use of the goods or any part thereof by the purchaser.

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual



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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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



or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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



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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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



terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 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.