



independent police investigative directorate

Department:
Independent Police Investigative Directorate
REPUBLIC OF SOUTH AFRICA

**PHYSICAL SECURITY, ALARM MONITORING & ARMED RESPONSE SERVICES,
CLOSE PROTECTION OF THE EXECUTIVE DIRECTOR AND PROTECTION OF IPID
PERSONNEL TENDER**

TERMS OF REFERENCES

TENDER NUMBER: IPID 02/2021/22

APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY (GUARDING SERVICES) , ALARM MONITORING AND ARMED RESPONSE, CLOSE PROTECTION OF THE EXECUTIVE DIRECTOR AND PROTECTION OF PERSONNEL FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE IN ALL NINE PROVINCES NATIONALLY FOR A PERIOD OF THREE YEARS (3) YEARS

CLOSING DATE:

VALIDITY PERIOD: 120 DAYS

G. 5. 11

- **All bid documents shall be marked 02/2021/22 and delivered to:**

**Independent Police Investigative Directorate
Reception: Ground Floor
Benstra Building
475 Stanza Bopape Street
Acardia
Pretoria**

- Please note: Bid documents must be properly binded and annexured.

1. BACKGORUND

Independent Police Investigative Directorate's legislative mandate is based on section 206(6) of the Constitution of the Republic of South Africa, which makes provision for the establishment of an Independent police complaints body. IPID is mandated to ensuring oversight of the South African Police Services (SAPS) and Municipal Police Services (MPS).

2. DURATION OF TENDER

IPID wishes to appoint one security service provider for the provision of physical security ,alarm monitoring and armed response ,close protection for the ED and protection service for all IPID personnel for a period of three (3) years to all IPID offices nationally.

3. SERVICE REQUIREMENTS

3.1 Operational conditions

- (i) The service provider must be able to render 24 hours guarding services at the following IPID offices:
- National Office in Pretoria
 - Eastern Cape Province (Provincial)
 - Kwazulu Natal Provincial Office (Provincial)
 - Limpopo Province (Provincial and District Office)
 - Mpumalanga Province (Provincial and District Office)
 - Northern Cape Provide (Provincial Office)
 - Western Cape Province (Provincial and District Offices)
- (ii) The service provider must be able to provide guarding services, alarm monitoring and armed response to the following IPID offices :
- Free State Province (Provincial Office)
 - North West Province (Provincial Office)
 - Gauteng Provincial office
- (iii) The service provider must be able to provide close protection services to IPID Executive Director and protection services for all IPID employees.
- (iv) Service provider must be able to provide scouting and escorting services to IPID personnel as and when required.

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- (v) Service provider must also provide all active IPID personnel with real time panic alert (APP) and response to the Panic APP which includes armed response attendance nationally. Also to include other medical services such as ambulance response, medical services and counselling
- (vi) The company must have the capacity to respond to the panic alarm within 5 minutes .The app must be monitored 24/7.
- (vii) The company must have the capacity to provide Push-To-Talk radios as and when required.

1.2.3 IPID Sites

PROVINCE	STREET ADDRESS	TOWN
IPID National Office / Gauteng District office	Benstra Building, 475 Stanza Bopape Street , Arcadia	Pretoria
Eastern Cape Provincial Office	Waverley Office Park, No.3-33 Phillip Frame Road.	East London
Free State Provincial Office	15 Cnr Andrew & West Burger Street	Bloemfontein
Gauteng Provincial Office	7 th and 8 th Floor ,20 Albert Street, Braamfisher Towers, Marshalltown	Johannesburg
KZN Provincial Office	22 Dorothy Nyembe Street, Marine Building	Durban
Limpopo Provincial Office	78 Hans Van Rensburg Str, Old Mutual Building	Polokwane
Limpopo District Office	Khoroni Street, 2010 centre, D18 Ground floor	Thohoyandou
Mpumalanga Provincial Office	27 Brown Street, Permanent Building	Nelspruit
Mpumalanga District Office	Ground Floor, Garry Mann Building, Athlone Street	Witbank
North West Provincial Office	No.1 Station Road, Molopo Shopping Centre	Mafikeng
Northern Cape Provincial Office	39 George Street	Kimberly
Western Cape Provincial Office	Cnr Petrusa & Mazzur Street, Fintrust Building	Bellville
Western Cape District Office	Cnr York & Langenhoven Street, Nedbank Building	George

1.3 SERVICE SITES AND SCOPE OF WORK

1.3.1 DETAILED SPECIFICATION: GUARDING, ALARM MONITORING AND ARMED RESPONSE SERVICES

SPECIFICATIONS																																						
1.3.1.1	IPID NATIONAL AND DISTRICT OFFICE																																					
(a)	Pretoria: IPID National Office Benstra Building 475 Stanza Bopape street Arcadia Pretoria 0001 (Area 1 as per Sectoral Determination) GUARDING SERVICES: Total number of required security officers:14																																					
(b)	<table><tr><th colspan="2">Shifts</th><th rowspan="2">No of Security Officers 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 colspan="2">Mondays to Sundays including public holidays</th><th>Female</th><th>Male</th></tr><tr><td>Day (Mon- Fri)</td><td>06H00 - 18H00</td><td>9</td><td>3</td><td>6</td><td>3</td><td>C</td></tr><tr><td>Night</td><td>18H00 - 06H00</td><td>5</td><td>2</td><td>3</td><td>3</td><td>C</td></tr><tr><td>Saturday/ Sundays & public holidays</td><td>06H00 - 18H00</td><td></td><td></td><td></td><td></td><td></td></tr></table> Duties :- - Conduct access control in line with Control of Access to Public Premises and Vehicle Act 53 of 1985; - Operating access control systems e.g. Security X - ray machine; metal detectors and boom gates; (where applicable); - Monitoring CCTV cameras; - Searching of all persons and vehicles entering and leaving IPID building; - Escorting of complainants, contractors and visitors; - Conducting hourly security patrols in the building and parking; - Conducting access control at Executive Director's office; - Conducting safety inspections of the building; - Report findings to management and record in relevant registers; - Ensure the safety of IPID 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).						Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades	Mondays to Sundays including public holidays		Female	Male	Day (Mon- Fri)	06H00 - 18H00	9	3	6	3	C	Night	18H00 - 06H00	5	2	3	3	C	Saturday/ Sundays & public holidays	06H00 - 18H00					
Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades																																
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Saturday/ Sundays & public holidays	06H00 - 18H00																																					
1.3.1.2	EASTERN CAPE PROVINCE																																					
(a)	Provincial Office: 3-33 Waverley Office Park Phillip Frame Road Chiselhurst East London 5200																																					

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(Area 2 as per Sectoral Determination)							
GUARDING SERVICES : Total number of required security officers: 6							
(b)	Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
	Mondays to Sundays including public holidays			Female	Male		
	Day	06H00-18H00	3	1	2	2	C
	Night	18H00-06H00	3	1	2	2	C
	Duties: - - Conduct access control in line with Control of Access to Public Premises and Vehicle Act 53 of 1985 - Operating access control systems e.g. Security X - ray machine and metal detectors;(where applicable) - 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. <i>NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).</i>						
1.3.1.3 FREE STATE PROVINCE							
(a)	Provincial office: 15 Cnr St Andrews and West Burger Street Ground Floor Standard Bank House Bloemfontein 9301						
(Area 2 as per Sectoral Determination)							
GUARDING, ALARM MONITORING AND ARMED RESPONSE :Total number of required security officers for guarding: 2							
(b)	Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
	Monday to Friday only. Alarm monitoring and armed response at night, public holidays and weekends			Female	Male		
	Day	07H30-17H30	2	1	1	1	C
	Night; public holidays and weekend	Alarm monitoring and armed response					
	Duties:- Conduct access control in line with Control of Access to Public Premises and Vehicle Act 53 of 1985;						

	▪ Operating access control systems e.g. Security X - ray machine and metal detectors;(where applicable); ▪ 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).																									
1.3.1.4	GAUTENG PROVINCE																									
(a)	Provincial Office: 7th& 8th floor Braamfisher Towers 20 Albert Street Marshalltown Johannesburg 2000 (Area 1 as per Sectoral Determination) GUARDING SERVICES : Total number of required security officers: 3																									
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Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades																				
Mondays to Fridays only			Female	Male																						
Day	07H30-17H30	3	1	2	1	C																				
Night, public holidays and weekends	Alarm monitoring and armed response																									

1.3.1.5	KWAZULU NATAL PROVINCE																															
(a)	Provincial Office: 3 rd Floor Marine Building 22 Dorothy Nyembe Street Durban 4000 (Area 1 as per Sectoral Determination) GUARDING SERVICES: Total number of required security officers: 4																															
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Day	06H00-18H00	2	1	1	1	C																										
Night	18H00-06H00	2	1	1	1	C																										
1.3.1.6	LIMPOPO PROVINCE																															
(a)	Provincial Office: 78 Hans Van Rensburg Street Old Mutual Building Polokwane 0700 (Area 3 as per Sectoral Determination) GUARDING SERVICES: Total number of required security officers: 4																															
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(c)	District Office: Khoroni Street 2010 Centre Thohoyandou 0950 (Area 3 as per Sectoral Determination) GUARDING SERVICES: Total number of required security officers: 4																									
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1.3.1.7	MPUMALANGA PROVINCE																															
(a)	Provincial Office: 1 st Floor Permanent Building 27 Brown Street Nelspruit 1200 (Area 3 as per Sectoral Determination) GUARDING SERVICES: Total number of required security officers: 6																															
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(c)	District Office: Ground Floor Garryman Building Athlone Street Witbank 1035 (Area 3 as per Sectoral Determination) GUARDING SERVICES: Total number of required security officers: 6																															
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1.3.1.8	NORTH WEST PROVINCE																									
(a)	Provincial Office: No 01 Station Road Molopo Shopping Centre Mahikeng 2745 (Area 3 as per Sectoral Determination) GUARDING, ALARM MONITORING AND ARMED RESPONSE :Total required security officers for guarding services : 2																									
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1.3.1.9		NORTHERN CAPE PROVINCE																														
(a)		Provincial Office: 39 George Street Kimberly 8301 (Area 3 as per Sectoral Determination) GUARDING SERVICES: Total number of required security officers: 5																														
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1.3.1.10		WESTERN CAPE PROVINCE																														
(a)		Provincial Office: Fintrust Building 1 st Floor Cnr Petrusa and Mazzur street Bellville 7530 (Area 1 as per Sectoral Determination) GUARDING SERVICES : Total number of required security officers: 4																														
		<table><tr><th colspan="2">Shifts</th><th rowspan="2">No of Security Officers 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 colspan="2">Mondays to Sundays including holidays</th><th>Female</th><th>Male</th></tr><tr><td>Day</td><td>06H00-18H00</td><td>2</td><td>1</td><td>1</td><td>1</td><td>C</td></tr></table>						Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades	Mondays to Sundays including holidays		Female	Male	Day	06H00-18H00	2	1	1	1	C							
Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades																										
Mondays to Sundays including holidays			Female	Male																												
Day	06H00-18H00	2	1	1	1	C																										

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(b)	Night	18H00-06H00	2	1	1	1	C
	Duties: - - Conduct access control in line with Control of Access to Public Premises and Vehicle Act 53 of 1985; - Operating access control systems e.g. Security X - ray machine and metal detectors; (where applicable) - 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).						
(c)	District Office: Nedbank Building Unit No 04 Corner York & CJ Langenhoven Street George 6529 (Area 3 as per Sectoral Determination) GUARDING SERVICES : Total number of required security officers: 4						
(d)	Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
	Mondays to Sundays including public holidays			Female	Male		
	Day	06H00-18H00	2	1	1	1	C
	Night	18H00-06H00	2	1	1	1	C
Duties: - - Conduct access control in line with Control of Access to Public Premises and Vehicle Act 53 of 1985; - Operating access control systems e.g. Security X - ray machine and metal detectors; (where applicable) - 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).							
1.3.1.11	Total number of required security officers: 66						

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1.3.2 DETAILED SPECIFICATION :CLOSE PROTECTION OF EXECUTIVE DIRECTOR

- (a) The preferred bidder must provide 2 X armed protectors for the provision of Close Protection Service to the Executive Director of IPID
- (b) The purpose of Close Protector is to proactively and reactively facilitate safety and security of the IPID Executive Director on foot, in- transit or at a venue, officially rendering the environments more secure with respects to physical threats, harassment, embarrassment and discomfort
- (c) The protectors must be prepared and available to travel Nationally with ED as required (Cost to be borne by IPID)
- (d) The preferred bidder must have the capability to provide a high performance SUV vehicle for ED as and when needed
- (e) The vehicle should meet the following specification: -
 - (i) It must be an SUV 3L to 5Litre engine capacity
 - (ii) Run flat tyres with rim
 - (iii) Spare wheel must be the same as the running wheels
 - (iv) Smash and grab at least 35%
 - (v) Tinted windows
 - (vi) Gizwaxx lights (Like blue lights)
 - (vii) Siren
 - (viii) Cones

13.2.1 Personal qualities and skills of the protectors

Protectors must be able to:

- (a) Pay close attention to details
- (b) Assess risk and be aware of danger; must be resourceful and observant
- (c) Keep physically fit
- (d) Use his/ her initiative
- (e) Keep calm under pressure and act quickly and decisively
- (f) Give emergency first aid where necessary
- (g) Use verbal and written communication skills effectively
- (h) Respect the confidentiality of his/her client
- (i) Understand the laws that relate to close protection

1.3.2.2 The protectors should possess the following:

- (a) Valid driver's license
- (b) Basic VIP Protection training or relevant VIP training
- (c) Advanced driving skills i.e. defensive / offensive and anti-ambush techniques;
- (d) Understanding of basic counter surveillance practices (driving);

- (e) Valid firearm competency certificate;
- (f) Basic first aid training and basic firefighting training (level 1)
- (g) Valid PSIRA Grade B certificate or proof that the official has applied for renewal of his or her PSIRA certificate;
- (h) Minimum of 3 years' experience as VIP protector (Attach C. Vs);
- (i) Neat presentation and sober habits;
- (j) No Criminal record

NB: Protectors will be subjected to pre-screening

1.3.2.3 General Conditions with respect to physical attributes

- (a) The protectors must be between the ages of 22-35 years
- (b) No physical disabilities
- (c) The protector must be on a good level of fitness and well-being.
- (d) Good stature
- (e) The protector must be robust and have high level of endurance

1.3.3 PROTECTION OF IPID EMPLOYEES

Preferred bidder must have the capacity to provide protection of employees
The service must include:

- (a) Guarding of residential area when the need arises
- (b) Escorting of IPID employees as and when needed
- (c) Conducting of Threat Risk Assessment as and when needed
- (d) Provide scouting services and a formal report to the department

1.3.4 PROVISION OF REAL TIME PANIC ALERT APP (PANIC APP)

- (a) Preferred supplier must provide panic app to all 346 IPID personnel. The preferred supplier must be able to respond to the panic app within 5 minutes , that includes armed response attendance nationally.
- (b) The APP must be monitored 24/7
- (c) Also to include other medical services such as ambulance response, medical services and counselling.

1.3.5 PROVISION OF PUSH-TO-TALK RADIOS

Preferred supplier must provide Push-To-Talk radios to IPID personnel who is under threat as and when required which includes

- (a) Radio and sim card
- (b) Connection to the company 's Operational Command Centre

2. CONDITIONS

2.1 Accreditation with the Private Security Industry Regulatory Authority (PSIRA)

- 2.1.1 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).

The company directors and employees must be South African citizens.

- 2.1.2 All security officers that the preferred bidder provides to render the service must be registered as a security officer in terms of Private Security Industry Regulatory Act, 2001 (Act 56 of 2001) be in possession of at least PSIRA Grade C minimum.

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.

All PSIRA certificates must indicate an expiry date.

- 2.1.3 Copies of registration certificate must be attached: -

- (a) Valid Certified copy of the companies PSIRA certificate and all PSIRA certificates for all company Director(s) (That indicates expiry date) or provide a proof of reapplication if not in possession of certificates;
- (b) Valid Certified copy of registration with COIDA (Compensation for Occupational Injuries and Diseases Act);
- (c) Valid Certified copy of Provident Fund;
- (d) Valid Certified copy of Unemployment Insurance Fund (UIF);
- (e) Valid Certified copies of firearm licenses (a minimum of 21 firearm licenses) for the company;

NB: All certified copies may not be older than 3 months.

- 2.1.4 Security background checks/vetting in respect of the preferred bidder and the Director(s) and security officer(s) shall be conducted and they will be required to sign oath of secrecy upon assumption of duty. Appointment of preferred bidder will be done subject to positive background checks.
- 2.1.5 The Company or Close Corporation must at least have five (5) years' experience in the rendering of security services.
- 2.1.6 To support this, security service providers are required to submit at least 5 testimonials/ reference letter(s) as proof that they have successfully facilitated/ performed/ executed or that they have been providing similar services. Testimonial/s or reference letter/s should include the contact details for verification purposes.
- 2.1.7 Please hereby complete the below mandatory table (**Attach separate sheet with all details as requested, mention all previous and current contracts**).

Company	Contract Period	Nature of contract (e.g. guarding, alarm monitoring and armed response, VIP protection services)	Value of Contract (tender price)	Contact person at company	Contact numbers at the Company

NB: The company or close corporation must have National Foot Print

2.2 Security Officers

2.2.1 All security officers appointed by the preferred bidder to render security services at the IPID must be South African Citizens.

2.2.2 The preferred bidder shall, in order to ensure the continuity of the security services to be rendered, allocate specific personnel on the sites.

NB: Additional security officers may be required as and when needed.

2.2.3 The rotation / replacement of any security officers may only be executed with prior consent of the Security Manager in respect of National Office.

2.2.4 In Provinces the rotation of any security officers shall be done through Security Manager in consultation with the Provincial Head of the respective Province.

2.3 Security Training

2.3.1 Security officers to be provided to render the services must be trained by PSIRA accredited training center and provide proof thereof.

2.3.2 All security officers that the preferred bidder provides to render security services shall at least have a Std: 8/Grade 10 school qualification.

2.3.4 Provided security officers must be able or be trained to operate access control systems e.g. boom gates, scanner or security X-ray machine, monitoring cctv and metal detectors.

2.3.5 It is required that the preferred bidder provide at least one security officer per shift who is trained on first aid and firefighting per shift. If not trained the preferred bidder must train the security officers within six months and provide proof thereof to Security Management.

2.3.6 Preferred supplier to provide safety file to Security management.

2.4 Supervision and emergency response

2.4.1 Preferred bidders must have well-equipped 24-hour control room within a 50 kilometer radius from the IPID offices to respond to emergencies.

2.4.2 Bidders must provide a 24-hour supervision and immediate response to emergencies. Costs for such services shall be borne by the bidder.

2.4.4 Preferred bidders must have an IPID dedicated vehicle to respond to emergencies.

2.5 Minimum Wages

2.5.1 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.

2.6 Bid price

2.6.1 Please complete the attached pricing schedule (will be provided with bid documents).

2.6.2 Companies or close corporations must show breakdown for the security services and for the close protection services as per below table.

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

2.6.3 The stipulations for price adjustments in the Minimum Wage/Government Notice (Sectoral determination) shall apply.

NB: The price that is going to be evaluated is the bid price and it must be vat inclusive

2.7 Assumption of duty

2.7.1 Preferred bidders must be in a position to assume duty a month after acceptance of the bid.

2.8 Particulars of Company/Close Corporation

2.8.1 Preferred bidder must be registered as a Company or Close Corporation and a copy of the registration certificate must be attached as proof thereof.
(Failure to comply will invalidate the bid)

2.9 Bidders must furnish the following particulars about Companies or Close Corporations:

2.9.1 Address where the headquarters are situated.

- 2.9.2 Bidders must indicate whether they have offices within a 50Km radius in all provinces from IPID offices where services are to be rendered. (Failure to do so will invalidate the bid).
- 2.9.3 2 years audited financial statement of the company or letter from the accountant confirming the financial good standing of the company for two years (Failure to comply will invalidate the bid).
- 2.9.4 The preferred bidder must provide a contingency plan to provide for but not limited to strike actions, life threatening situation and unforeseen circumstances.

2.10 Provision of personnel during crisis situations

- 2.10.1 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.

2.11 Security Services

- 2.11.1 The quality of the security services to be rendered, must be in accordance with the acceptable security standard and minimum requirements set by PSIRA /IPID.
- 2.11.2 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, inter alia, the following: -
- i. 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.
 - ii. The protection of State property at the intended sites and the protection of the said property against theft and vandalism.
 - iii. The protection of State information at the intended sites.

2.12 Security Personnel

- 2.12.1 Security officers must be able to speak, read and write in English and at least be able to communicate in two (2) other additional languages.
- 2.12.2 Security officers must not be younger than 18 years of age.
- 2.12.3 Security officers should not have been found guilty of offences specified in the Schedule of offences stipulated in the PSIRA.
- 2.12.4 The security officers to be provided to render the service must at least have one (1) year security experience.
- 2.12.5 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 who does not meet the requirements of Firearms Control Act of 2000 will not be allowed to carry a firearm.

2.12.6 IPID has the right to screen and interview security officers that the preferred bidder appointed or provided to render the service at any time after the awarding of the tender.

2.13 Confidentiality Agreement (Declaration of Secrecy)

2.13.1 Security officers shall at the commencement of this agreement sign a confidentiality agreement as prescribed by the IPID Security Policy.

2.14 General conduct of Security Officers

2.14.1 Security officers must always present an acceptable image and appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink while attending to clients.

2.14.2 Supervisors and security officers must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary argument with visitors/staff or discourteous behavior towards them.

2.14.3 Supervisors and security officers must be physically healthy and medically fit for execution of their duties.

2.14.4 The preferred bidder or his employees must not furnish any information concerning State activities to the public or the media.

2.14.5 IPID has the right to ascertain from the PSIRA to determine whether the security officers comply with the PSIRA.

2.15 Uniform and Identification

2.15.1 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:

- (a) A neat and clearly identifiable uniform of the company, which will include raincoats and overcoats, etc.
- (b) 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 officers whilst on duty at the said duty points.
- (c) A valid PSIRA identification card with the member's photo, identification and registration information, or company access card with a photo, identification and PSIRA number must be worn conspicuously on his/her person at all times. IPID will give access to security officers when the need arises.

NB. Deviations to uniform and identification requirements should be communicated within 24 hours to Security Management component or Security Coordinators in Provinces.

2.16 Security Aids

2.16.1 Security aids to be worn by security officers at all times while on duty and which must be issued by the preferred bidder are:

- (a) Number of batons must be equal to number of security officers on site.
- (b) Number of handcuffs equal to number of security officers on site.
- (c) Pocket books for all security officers.
- (d) Pens for all security officers.
- (e) 1 X base radio linked to the control room
- (f) Five (5) hand held two way radios with chargers for National Office,
- (g) Two handheld radios with chargers for Provincial and District Offices.
- (h) Hand held metal detectors: 1 X Per Office.
- (i) 3 X hand held metal detectors for National office
- (j) 3 X handgun for National Office. Handguns for Provincial and District, offices must be in accordance with the specification provided. The handgun must be a 9mm pistol with a 15 round magazine capacity and 15 rounds.
- (k) 1 X torch per Provincial office and district office
- (l) 3 X torches for National Office.

2.17 Registers to be utilized and maintained

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.

2.18 Occurrence Book – Purpose

- 2.18.1 To keep record of all incidents, occurrences or observations made by the security officers whilst on duty for record purposes.
- 2.18.2 Compulsory Entries: 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.
- 2.18.3 All occurrences/events, however important, slight or unusual with reference to the correct time and relevant actions taken.
- 2.18.4 All security officers' activities – especially deviations in respect of the duty list – indicating particulars of the officers and relevant times.
- 2.18.5 The unlocking/locking of main access doors/gates, indicating the time and the name of person who locked or unlocked.
- 2.18.6 The handing over of shifts, mentioning all names of all shifts officers and accompanying equipment and aids. In this case personnel taking over as well as personnel handing-over must sign the entries.
- 2.18.7 All site visits made by the preferred bidder's Supervisor, Management and IPID management must be transacted or done in red ink.
- 2.18.8 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.
- 2.18.9 Perusal of the Occurrence Book: 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.

- 2.18.10 The Directorate, if it so wishes at any time has the right to peruse the private Company 's registers and update IPID related registers.

2.19 Shift roster

- 2.19.1 Purpose: 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.
- 2.19.2 Drafting of shift roster: 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.
- 2.19.3 Changes to the shift roster: Any changes to the shift roster shall be crossed out by a single line, initialed, dated and noted in the occurrence book.
- 2.19.4 Duty sheet-purpose: To ensure that all security officers on duty are familiar with their duties as required by the contract.
- 2.19.5 The preferred bidder must have a fully expounded duty sheet available at each duty point of the site.

2.20 Two-way-radios/Hand held radios

- 2.20.1 Purpose: To ensure that there is immediate communication between the various duty points on the site and the control room of the preferred bidder.
- 2.20.2 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 vehicles or with other security officers.

2.21 Lost items

- 2.21.1 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.

2.22 Deliveries

- 2.22.1 Security officers must not accept or receive private deliveries for any Directorate employees.

2.23 Labour unrest/picketing

- 2.23.1 Security is essential services therefore security officers shall not take part in any strike or picketing organized by IPID employees.
- 2.23.2 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.

2.24 Records to be kept at the preferred bidder's headquarters

- 2.24.1 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 IPID and be available for inspection by IPID's representatives.
- 2.24.2 Documents shall include, inter alia, qualifications of security officers, medical certificates, PSIRA certificates, firearm related documentations, proof of registration with provident fund, VIP training certificate, first aid training certificates for protectors etc.

2.25 Contact with Departmental employees

- 2.25.1 The supervisor must immediately report any abnormal and or noteworthy incidents to the IPID representative who in turn will inform top management.
- 2.25.2 A meeting where formal discussions can be held between IPID and the preferred bidder's supervisor/manager or the preferred bidder must be held at least quarterly or as and when required. IPID must keep minutes of such meetings.

2.26 Maximum shift hours

- 2.26.1 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.

2.27 Inspections

- 2.27.1 The officer referred to in 2.4.3 above shall conduct periodic after-hour supervisory inspections on premises where security officers are deployed.
- 2.27.2 IPID 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.
- 2.27.3 IPID officials shall pass on in writing through the office of the Security Manager, all additional requests in respect of the rendering of the service.
- 2.27.4 IPID 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.
- 2.27.5 IPID 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.

NB: IPID representative will have the right to daily check whether personnel are available at the site in terms of the conditions.

2.28 Liability

- 2.28.1 Damages and losses
 - 2.28.1.1 The preferred bidder will be held responsible for any damage or loss suffered by IPID as a result of the preferred bidder's own employee's negligence or intent which originated at the site.

2.28.1.2 IPID 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.

2.28.1.3 IPID is indemnified against any liability, compensation or legal expenses in respect of the following: -

(a) Loss of life or injuries sustained by security officers during the execution of their duties.

(b) Damage to or destruction of any equipment.

2.29 Departmental Equipment

2.29.1 The preferred bidder may not, unless otherwise specified, make use of any of the IPID'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.

2.29.2 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.

2.30 Pro-Rata decrease of Payment or Penalties

2.30.1 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.

2.31 Termination of service / contract

2.31.1 The General conditions of contract will apply in respect of termination of this bid.

2.31.2 The contract will be terminated immediately should the preferred bidder no longer qualify as security service provider in terms of the PSIRA.

2.31.3 The preferred bidder must notify IPID 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.

2.31.4 The contract is for the period of 36 months but IPID reserves the right to terminate the contract with one month written notice for breach of contract

2.32 Additional requirements

2.32.1 A security officer must be inspected at least once a day by the preferred bidder or his representative.

2.32.2 A direct communication channel must be established between the security officers and the control room of the preferred bidder.

2.33 Reporting requirements

2.33.1 The preferred bidder will report to the Directorate's representative.

2.33.2 The preferred bidder shall every month supply consolidated 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.

2.33.3 Security Management will hold quarterly meetings with the preferred bidder with respect to the progress of the contract.

3. ALARM INSTALLATION, ALARM MONITORING AND ARMED RESPONSE

3.1. Alarm installation (keypad)

3.1.1 The preferred bidder is expected to do a once off installation of alarm keypad at Gauteng Provincial office, 07th floor to enable IPID officials to arm, disarm, alarm system from this floor, and provide alarm monitoring and armed response services on a monthly basis. NB The alarm system installed will remain the property of the IPID.

3.1.2 Please refer to 3.2 – 3.3 below for duties and responsibilities of the bidder other than installation of alarm system.

3.2. Alarm monitoring and armed response only

3.2.1 Alarm monitoring and armed response will be required in North West Province, Gauteng Provincial office and Free State Province. **NB The above offices already have alarm system**

3.2.2 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 1.3 above.

3.2.3 Below are the duties and responsibilities of the preferred bidder as far as alarm monitoring and armed response is concerned:

- (a) 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;
- (b) Provide 24-hour alarm monitoring and armed response in case of alarm activation to IPID offices;
- (c) The preferred bidder must be able to respond within 10-15 minutes upon receipt of alarm signals;
- (d) The preferred bidder must be situated within 50 KM radius from the IPID's offices;
- (e) The preferred bidder must train IPID officials on how to arm and disarm the alarm system;
- (f) The preferred bidder should at least have five years' experience in the armed response services;
- (g) Ensure maintenance and functioning of the radio transmitter and WAN;
- (h) Ensure that there is a technician available on standby 24 hours in the event of malfunctioning of the alarm system;

3.3 Procedure in case of alarm activation

3.3.1 Alarm activation during office hours

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- (a) Control room shall immediately upon the activation of alarm enquire from IPID officials if there is an emergency;
- (b) Control room shall notify a technician within three (3) minutes of the activation if there is a malfunctioning;
- (c) Technician shall within twenty (20) minutes of notification, attend to the IPID Office;
- (d) In the event of an emergency control, room shall immediately dispatch a response vehicle and armed response officers to the IPID Office.

3.3.2 Alarm activation after hours

- (a) Control room shall dispatch an armed response officers to investigate the activation;
- (b) Control room shall immediately notify an IPID designated officials by telephone of the activation;
- (c) Upon arrival at IPID Offices the armed response officers shall take whatever action he/she deem necessary and call for assistance if required;
- (d) In the event of a malfunctioning, the preferred bidder's control room shall notify the technician;
- (e) Technician shall within twenty (20) minutes of receipt of the notification be at the IPID Office;
- (f) The preferred bidder must have one vehicle for each office identified to attend to emergencies;
- (g) The preferred bidder must have 24-hour control room and monitoring system manned by trained security officers on a 24 hours basis.

3.3.3 Control room must upon receipt of alarm activation contact point of activation or designated IPID official to:

- (a) Establish the authenticity of activation;
- (b) To identify the nature of the threat such as but not limited to hostage, burglary etc;
- (c) To prepare armed responses patrol officers or other emergency services for the threat and by forewarning them;
- (d) Provide for SMS alert services in case of power failure, low batteries, and communication test not received from the panel.

Note: The preferred bidder must take insurance of reaction officers against death and injury and submit proof to IPID.

4. SUB-CONTRACTING

- 4.1 Bidders are allowed to subcontract.
- 4.2 Bidders are 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.
- 4.3 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.

- 4.4 In a case of subcontracting there must be a signed agreement between the preferred bidder and subcontract and the subcontracting Company must meet all the minimum requirements as mentioned above.
- 4.5 The subcontracting Company must issue their security officers with the same uniform as that of the preferred supplier.
- 4.6 Those suppliers who did not indicate that they are subcontracting they cannot subcontract at a later stage without the approval of IPID.
- 4.7 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.

5 PAYMENTS

- 5.1 IPID will not make upfront payments to a successful bidder. Payment will only be made after the service has been rendered as agreed by both parties.

6	EVALUATION CRITERIA
6.1	In the awarding of the bid, they will be evaluated in three phases.
6.1.1	Phase one: Mandatory requirements: (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 sub-contracting) CSD numbers should be reflected on the proposal. Proof of CSD full report must be attached. (b) Company profile including contact details, addresses, service offered by company, company pictures with security officers, uniform and equipment; (c) SBD Forms completed and duly signed: • SBD 1 (Invitation to Bid) • SBD 3.3 (Pricing schedule) • SBD 4 (Declaration of Interest) • SBD 6.1 (Preferential Procurement Regulations 2011) • SBD 8 (Declaration of bidder's past supply chain management practices) • SBD 9 (Certificate of Independent Bid Determination); (d) Compulsory reference template as provided (refer to 2.1.7); (e) Compulsory detailed pricing schedule as provided (refer to 2.6.2); (f) CVs of all Directors; (g) Valid certified copies of Identity Documents for all Directors of the company; (h) Valid certified PSIRA certificates of all Directors; (i) 2 years audited financial statement of the company or letter from Accountant confirming the financial good standing of the company for a period of 2 years. (j) Valid certified PSIRA certificates of the company; (k) Proof of contribution to the UIF (Unemployment Insurance Fund); (l) Proof of company vehicles registration; (m) Proof of company firearm Licenses; (n) Copy of insurance certificate or a letter of intention (quotation) for comprehensive public liability insurance; of at least R10 million; (o) Proof of COIDA (Compensation for Occupational Injuries and Diseases Act);

	Copies of certified copies are not allowed	
	(NB: A bid that does not comply with these requirements will be eliminated)	
6.1.2	Phase two: Functionality: The bids will be evaluated according to the following: Functional criteria (100); (A bidder who scored less than 70 out of 100 points will not be considered for further evaluation)	
FUNCTIONALITY CRITERIA		
Sub criteria	Description	Weight
Ownership of transport	Evidence of ownership of transport 1. Proof of number of vehicles to render National Security Services supported by vehicle licenses with current license disk. 2. If cars are hired provide a proof thereof. 3. Proof of high performance SUV vehicle	15 1 SUV = 1 point 1 to 9 Vehicles = 2 points 10 Vehicles = 4 points 11 Vehicles = 6 points 12 Vehicles = 8 points 13 Vehicles = 10 points 14 and more Vehicles = 14points
Capacity	Proposal that outlines the following: 1. Project plan that provides for but not limited to resources to carry out task, how quality will be ensured, communication plans, breakdown of the roles played by your team members; 2. Implementation plan that provides for the time frames and delivery dates. 3. Operational plan indicating posting plan of Security Officers, how are they going to be monitored and reporting to the department. 4. Contingency plan that provides for but not limited to strikes, emergency situation, additional security officers when needed; 5. Training plan for security officers indicating plan for first aid, firefighting and Regulation 21 training	30 Proposal outlines all 6 aspects = 30 points Proposal outlines any of 5 aspects = 25 points Proposal outlines any of the 4 aspects =20 points Proposal outlines any of the 3 aspects =15 points Proposal outlines any of the 2 aspects = 10 points Proposal only outlines 1 aspect = 5 points Proposal does not outlines any of the above aspects = 0 point

C.S.A.

	6. Response plan to the panic app & armed response. Plan indicating roll out of panic app. How the app operates, how is it going to be monitored? Armed response time to the app. How many response officials to be dispatched etc.	
Experience	The preferred bidder is required to provide details of previously undertaken work related to guarding, alarm monitoring and armed response, close protection or VIP protection services. Brief description of the scope and scale of current and past projects undertaken, including traceable references. The preferred bidder should attach compulsory table and reference letters.	20 5 - 6 years = 5 7 - 8 years = 10 9 - 10 years = 15 11 and more experience = 20
National Foot Print	This refers to offices that the preferred bidders should have in all provinces (proof of ownership, title deed or lease agreement);	25 National Office (Pretoria) = 2 Eastern Cape (East London) = 2 Free State (Bloemfontein) = 2 Gauteng (Johannesburg) = 2 Kwa-Zulu Natal (Durban) = 2 Limpopo (Polokwane) = 2 Limpopo (Thohoyandou) = 2 Mpumalanga (Nelspruit) = 2 Mpumalanga (Witbank) = 2 North West (Mahikeng) = 2 Northern Cape (Kimberly) = 2 Western Cape (Bellville) = 2 Western Cape (George) = 1
Site Visit	The three top scoring bidders will be considered for side visit. On the discretion of the Bid Evaluation Committee additional companies might be visited if the top three companies fail to score 8 out 10 points on site visit 1. Availability of an office which must be an immovable structure (proof of ownership ,title deed or lease agreement); 2. Response vehicles plus SUV (If SUV is hired please provide quotations and specification of the vehicle) 3. Functioning Base and two way radios and security equipment like firearms, handcuffs, batons, metal detectors, torch, uniform etc.	10 2 points 2 points 2 points 2 points

	4. Immovable control room operating 24 hours; 5. Fixed landline, fax/emails Back-up Generators, CCTV Cameras, etc particularly at the bidder's control rooms.	2 points
TOTAL		100

6.1.3 Phase three: Evaluation on Price and BBBEE Contribution Level

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

6.1.3.2 It is expected that the services required will be less than R50 million inclusive of VAT for a period of 36 months and in line with National Treasury Supply Chain Management Prescripts, the 80/20 Preference Point System shall be applicable.

6.1.3.3 The points obtained will then be converted to 80% of the total points as follows:

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

PRICE AND B-BBEE SCORE		100
6.1.3.3(a)	PRICE The bid price offered must be vat inclusive and other related costs as well as be competitive.	80
6.1.3.3(b)	BBBEE SCORE	20
TOTAL		100

6.2 Points

6.2.1 The Preferential Procurement Regulations 2017 were gazette on 20 January (No.40553) with effect from 1 April 2017. These regulations require bidders provide relevant proof of their B-BBEE Status Level, the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

6.2.2 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 the preferential regulation 2017. Bidders other than EMEs and QSEs are required to submit an original or certified copy of BBBEE status level certificates (Failure to attach the certificate bidder will forfeit points).

Handwritten signature/initials

6.3 The table below depicts the B-BBEE status level of contribution

B-BBEE Status Level of Contributor	Number of points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

6.4 Failure to capture the required status and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service provider.

- (a) The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- (b) Bidders are requested to complete the various preference claim forms in order to claim preference points.
- (c) Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- (d) Points scored will be rounded off to the nearest 2 decimals.
- (e) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bidders be equal in all respects, the award shall be decided by drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points. IPID reserve the right to negotiate with the preferred bidder

7. Enquiries may be directed to the following persons:

FOR BID ADMINISTRATION & SPECIFICATIONS	
Mr Mteteleli Gqalane	
Tel: (012) 399 0103	
Email: mgqalane@ipid.gov.za	
Deputy Director: Supply Chain Management	
Ms. F Maseko	
Tel: (012) 399 0095	
Email: Fmaseko@ipid.gov.za	
ASD: Supply Chain Management	
Technical Enquiries	
Ms. K.P Rathokolo	Ms. N Netsianda
Tel: (012) 399 0037	Tel : (012) 399 0039
Email: Krathokolo@ipid.gov.za	Email: NNetsianda@ipid.gov.za
Deputy Director : Security Management	CD:Corporate Services

G.B.N



independent police investigative directorate

Department:
Independent Police Investigative Directorate
REPUBLIC OF SOUTH AFRICA

1. PRICING SCHEDULE FOR GUARDING SERVICES

OFFICE / PROVINCE	PRICE(VAT INCLUSIVE) PER MONTH	PRICE (VAT INCLUSIVE) PER ANNUM	PRICE (VAT INCLUSIVE) FOR 3 YEARS
IPID National Office/ District Office			
Eastern Cape Provincial Office			
Kwazulu Natal Provincial Office			
Limpopo Province Provincial Office			
Limpopo District Office			
Mpumalanga Province Provincial Office			
Mpumalanga District Office			
Northern Cape Province Provincial Office			
Western Cape Province Provincial Office			
Western Cape District Office			



independent police investigative directorate

Department:
Independent Police Investigative Directorate
REPUBLIC OF SOUTH AFRICA

2. PRICING SCHEDULE FOR GUARDING SERVICES, ALARM MONITORING AND ARMED RESPONSE

OFFICE / PROVINCE	PRICE(VAT INCLUSIVE) PER MONTH	PRICE (VAT INCLUSIVE) PER ANNUM	PRICE (VAT INCLUSIVE) FOR 3 YEARS
Free State Provincial Office (Guarding Services)			
Free State Provincial Office (Alarm monitoring and armed response)			
Gauteng Provincial Office (Guarding services)			
Gauteng Provincial Office (Alarm monitoring and armed response)			
North West Provincial Office (Guarding)			
North West Provincial Office (Alarm monitoring and armed response)			

3. PRICING SCHEDULE FOR CLOSE PROTECTION OF EXECUTIVE DIRECTOR

OFFICE / PROVINCE	PRICE(VAT INCLUSIVE) PER MONTH	PRICE (VAT INCLUSIVE) PER ANNUM	PRICE (VAT INCLUSIVE) FOR 3 YEARS
IPID National Office (2 X close protectors)			

67-27



independent police investigative directorate

Department:
Independent Police Investigative Directorate
REPUBLIC OF SOUTH AFRICA

4. PRICING SCHEDULE FOR PANIC APP MONITORING

OFFICE / PROVINCE	PRICE(VAT INCLUSIVE) PER MONTH	PRICE (VAT INCLUSIVE) PER ANNUM	PRICE (VAT INCLUSIVE) FOR 3 YEARS
App monitoring (Nationally)			

5. BELOW IS THE PRICING SCHEDULE FOR ADHOC SERVICES AND ONCE OFF INSTALLATIONS

SERVICE	PROVINCE / OFFICE /PER DAY/PER INCIDENT	COST PER SERVICE /PER DAY/ PER INSTALLATION ETC
Once off installation of keypad	Gauteng Provincial Office (07 th Floor)	
Once off installation or provision of panic app	To all 346 IPID personnel in different provinces	
Provision of Push to Talk radio with Sim card connection that is connected to company operational command center	To identified IPID personnel as and when they are threatened	
High Performance Vehicle (SUV)	As and when required	

NB: ALL COSTS SHOULD BE INCLUDED IN THE PRICE QUOTED

20-11-17

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	IPID02/2021/22	CLOSING DATE:	02/07/2021	CLOSING TIME:	11:00 (am)
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY (GUARDING SERVICES) , ALARM MONITORING AND ARMED RESPONSE, CLOSE PROTECTION OF THE EXECUTIVE DIRECTOR AND PROTECTION OF PERSONNEL FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE IN ALL NINE PROVINCES NATIONALLY FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BID BOX, GROUND FLOOR, BENSTRA BUILDING, 473 STANZA BOPAPE STREET, ACARDIA, PRETORIA					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes
		☐ No			☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY	IPID	CONTACT PERSON	Ms KP Rathokolo/Ms N Netsianda		
CONTACT PERSON	Ms F Maseko/ Mr M Gqalane	TELEPHONE NUMBER	012 399 0037/0039		
TELEPHONE NUMBER	012 399 0095/0103				
E-MAIL ADDRESS	fmaseko@ipid.gov.za mgqalane@ipid.gov.za	E-MAIL ADDRESS	krathokolo@ipid.gov.za nnetsianda@ipid.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: IPID02/2021/22
CLOSING TIME 11:00 CLOSING DATE 02/07/2021.

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY (GUARDING SERVICES), ALARM MONITORING AND ARMED RESPONSE, CLOSE PROTECTION OF THE EXECUTIVE DIRECTOR AND PROTECTION OF PERSONNEL FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE IN ALL NINE PROVINCES NATIONALLY FOR A PERIOD OF THREE (3) YEARS

- The accompanying information must be used for the formulation of proposals.
- 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.....
- 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.....	

- 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

- 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 –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

NAME: MS F Maseko/MR M GQALANE
 EMAIL: fmaseko@ipid.gov.za/mgqalane@ipid.gov.za
 TEL : 012 399 0095/0103

Or for technical information –

NAME: Ms KP Rathokolo/Ms N Netsianda
 EMAIL: krathokolo@ipid.gov.za/nnetsianda@ipid.gov.za
 Tel: 012 399 0037/0039

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

2.7

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

YES / NO

2.7.1

If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

2.7.2

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

YES / NO

2.7.2.1

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

YES / NO

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

2.7.2.2

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

2.8

Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1

If so, furnish particulars:

2.9

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

YES / NO

.....

.....

.....

YES/NO

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

YES/NO

.....

.....

.....

.....

3

[illegible]

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

May 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	20
B-BBEE STATUS LEVEL OF CONTRIBUTOR	80
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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 price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of
company/firm:
- 8.2 VAT registration
number:
- 8.3 Company registration
number:
- 8.4 TYPE OF COMPANY/ FIRM
Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
.....
.....
.....
.....
.....
- 8.6 COMPANY CLASSIFICATION
Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]
- 8.7 MUNICIPAL INFORMATION
Municipality where business is situated:
.....
Registered Account Number:
Stand Number:
- 8.8 Total number of years the company/firm has been in
business:
- 8.9 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
contributor indicated in paragraphs 1.4 and 6.1 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
paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

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 of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

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

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 consortium³ 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.

³ 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.

SBD 9

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

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)