

**RFP NAME: SECURITY SERVICES**

**RFP REF: SAICA004/2020**

**CLOSING DATE: 02 October 2020**

**CLOSING TIME: 12:00**



## CONDITIONS FOR COMPLETING BID DOCUMENTS

If any of the following bid forms are not completed and signed or not handed in with your bid proposal which accompanying supporting documents on closing date and time, your proposal will be immediately disqualified.

*Please note:*

- Bid Documents must be completed on the official bid forms (not to be re-typed) in ink (blue or black).
- No Tippex is allowed. All changes must be strike through and a signature applied next to each change.
- All the documentation submitted in response to this tender must be in English.
- The Contractor should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by SAICA in regard to anything arising from the fact that pages are missing or duplicated.

Document	Comments	Submitted (Yes / No)
Invitation to Bid	Make sure it is <b>signed</b> .	
Tax Clearance Certificate	Certificate and/ pin must be <b>valid</b> .	
Vat Registration Certificate	If applicable, <b>a valid copy must be submitted</b> .	
Total Bid Price	Must be <b>completed and signed</b> . <b>Attach pricing schedule or Annexure if applicable</b> .	
Pricing Schedule	<b>Complete or refer to an Annexure</b> where price is mentioned.	
Declaration of Interest	Must be <b>completed and signed</b> . <b>Failure will invalidate your bid</b> .	
Certificate of Independent Determination & Non-Collusive Bidding	Must be <b>completed and signed</b> . <b>Failure will invalidate your bid</b> .	
Copies of Company/ Close Corporation Documentation/Partnership Agreement	If applicable, <b>provide valid copies</b> of: 1. certificate of registration; 2. change of name certificate, where applicable; 3. register of directors / members; and 4. current registered business address.	
Proof of Registered Address	<b>Valid copies of confirmation of Registered Address</b> must be submitted	
B-BBEE Certificate or BBEE Affidavit	<b>Valid copies</b> must be submitted	
Company Profile	Provide a <b>copy of Company Profile</b> .	



1. INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN INSTITUTE OF CHARTERED ACCOUNTANTS t/a SAICA

BID NAME: SECURITY SERVICES

BID NUMBER: SAICA004/2020

CLOSING DATE: 02 October 2020 CLOSING TIME: 12:00

DESCRIPTION: 36 months contract for Security Services

Bids must be emailed to procurement@saica.co.za on or before the closing date. If the bid is late or faxed, it will NOT be accepted for consideration

This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract which will be furnished ONLY to the winning bidder.

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

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

CELLPHONE NUMBER ..... TEL NUMBER .....

VAT REGISTRATION NUMBER ..... EMAIL .....

NAME OF SIGNITORY.....

SIGNATURE OF BIDDER ..... DATE: .....

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

TOTAL BID PRICE INCLUDING VAT .....



## 2. DEFINITIONS & INTERPRETATION

- 2.1 The headnotes to the paragraphs to this RFP are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 2.2 Any reference in this RFP to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended and/or re-enacted and/or consolidated and/or replaced from time to time.
- 2.3 The RFP shall be governed by and construed in accordance with the law of South Africa.
- 2.4 Where the following word or phrases are used in this RFP, such word or phrases shall have the meaning assigned thereto in this clause, unless the context indicates otherwise:
- 2.4.1 **“All Applicable Taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.4.2 **“B-BBEE Status Level of Contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4.3 **“Bid”** means a Bidder’s tendered response to a RFP to SAICA;
- 2.4.4 **“Bidder”** means a party who has submitted a Bid in response to the RFP to SAICA;
- 2.4.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2013 (Act No. 46 of 2013);
- 2.4.6 **“Comparative Price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.4.7 **“Contract”** means a means a written agreement that establishes rights and obligations of any nature whatsoever, including but not limited to all non-disclosure agreement, service level agreements or any other Contract, which any party concludes or intends concluding with SAICA, but excluding all SAICA contracts of employment.
- 2.4.8 **“Contractor(s)”** means a Bidder whose bid has been accepted by SAICA;
- 2.4.9 **“EME”** means any enterprise with annual total revenue of R5 million or less;
- 2.4.10 **“Firm Price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;



- 2.4.11 **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.4.12 **“Letter of Appointment”** means the written communication by SAICA to the Contractor recording the acceptance by SAICA of the Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 2.4.13 **“Non-Firm Prices”** means all prices other than “firm” prices;
- 2.4.14 **“Person”** includes a juristic person;
- 2.4.15 **“Purchase Order(s)”** means an official order issued by SAICA for the supply of goods pursuant to a contract or bid;
- 2.4.16 **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.4.17 **“RFP”** means this Request for Proposal, together with any annexures thereto;
- 2.4.18 **“SAICA”** shall mean **The South African Institute of Chartered Accountants t/a SAICA** and its group companies;
- 2.4.19 **“Services”** means the services required by SAICA, as specified in this RFP;
- 2.4.20 **“Service Provider”** means the Bidder’s Bid which were accepted by SAICA;
- 2.4.21 **“Signature date”** and in relation to any contract, means the date of the letter of appointment;
- 2.4.22 **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.4.23 **“Tax Clearance Certificate”** means a tax clearance certificate issued by the South African Revenue Services (SARS) confirming that the natural or juristic person is a registered tax payer.
- 2.4.24 **“Termination date”** in relation to any Contractor means the date of the final delivery certificate;
- 2.4.25 **“Value Add”** means that portion of the bid price not constituting the cost of materials;
- 2.4.26 **“VAT”** means Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as amended from time to time;



2.4.27 **“Warranties”** means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

### **3. CONDITIONS OF BIDDING**

#### **3.1 General**

3.1.1 This RFP is not intended to form the basis of a decision to enter into any transaction involving SAICA, and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.

3.1.2 The RFP has been compiled by SAICA and is being made available, on the same basis to all Bidders.

3.1.3 Bidders submitting a Bid in response to this RFP will be deemed to do so on the basis that they acknowledge and accept the terms set out below. Neither SAICA nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparation or submitting a Bid in response to the RFP.

#### **3.2 Distribution of RFP**

3.2.1 Distribution of this RFP outside of the Republic of South Africa may be prohibited or restricted. Recipients of this RFP as a result are advised to familiarise themselves with and comply with such prohibitions or restrictions, and neither SAICA, nor any of their respective directors, employees, agents, representatives or advisors, accept any liability to any person for any damages arising out of or in connection with such a breach of a prohibition or restriction outside of the Republic of South Africa.

3.2.2 Recipients of this RFP may only distribute it to other parties whom they wish to involve, as part of their Bidder consortium in submitting the Bid.

#### **3.3 Proprietary Information**

3.3.1 SAICA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to SAICA. It shall be kept confidential by the Contractor and its officers, employees, agents and representatives. The Contractor shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of SAICA.



### 3.4 Submission of Bids

- 3.4.1 Bids shall be submitted electronically to [procurement@saica.co.za](mailto:procurement@saica.co.za) labelled “SAICA004/2020”.
- 3.4.2 This is a 2-envelope system for bid evaluation. Bidders must submit their proposal and all supporting documentation in clearly marked files as follows:
- 3.4.2.1 **File one:** The soft copy of the technical proposal in PDF format with all returnable documents (refer to list of returnable documents). **No pricing information (financial proposal) must be included in this attachment.**
- 3.4.2.2 **File two:** The financial proposal including pricing schedule and schedule of applicable rates in a PDF format.
- 3.4.2.3 Bidders are required to clearly mark all documents attached as either supporting the technical proposal or the financial proposal.
- 3.4.2.4 The financial proposal will only be considered should the technical proposal be found to be responsive, in that the minimum functionality evaluation criteria as set out in the bid documents is met.
- 3.4.3 Amended bids may be sent, together with the original bid, in an envelope marked “**Amendment to bid**”, should be clearly marked to represent the original document and should be placed in the bid box before the closing date and time. An amendment bid without original bid documents will not be considered.
- 3.4.4 The closing date, name of the bidder and the return address must also be endorsed on the envelope or bid documents. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the bid box.
- 3.4.5 The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document.
- 3.4.6 All Bids must be formulated and submitted in accordance with the requirements of this RFP. SAICA may rely on a Bid as being accurate and comprehensive in relation to the information and proposals provided therein by the Bidders.
- 3.4.7 No entity may be involved, whether directly or indirectly, in more than one Bid in response to the RFP. A failure to comply with this requirement may, within the sole discretion of SAICA, result in disqualification of the relevant entity.
- 3.4.8 The proposed total cost of the project must be clearly indicated including pricing for each year and the total cost of the bid.



- 3.4.9 Kindly note that SAICA is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date.
- 3.4.10 SAICA reserves that right not to accept the lowest bid price of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract in terms of outputs and services and who is financially advantageous to SAICA.
- 3.4.11 SAICA reserves the right to accept any Bid in whole or in part. Where a Bid is accepted in part, the price shall be adjusted in accordance with the pricing schedule indicated on the Bid.
- 3.4.12 SAICA also reserves the right to award this bid to a pure empowerment entity.
- 3.4.13 Upon acceptance of a Bid by SAICA, the parties shall be bound by these Terms and Conditions, the GCC, the Special Conditions of Contract and any contractual terms and/or any schedule or otherwise which form part of the RFP.
- 3.4.14 The Service Provider shall be required to sign a written service level agreement prior to commencement of the Services.
- 3.4.15 The Service Provider shall adhere to the general and special conditions of contract issued with the RFP, together with any conditions contained in the RFP.
- 3.4.16 Should the Bidder find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/alternative by written submission on its company letterhead. Any such submissions shall be subject to review by SAICA who shall determine whether the proposed amendments /alternatives are acceptable or otherwise, as the case may be.

### **3.5 Errors or Omissions in Bids**

- 3.5.1 Bidders are advised to ensure that they study the RFP carefully prior to the submission of their Bid. The onus rests on the Bidder to ensure that a correct and complete Bid is submitted.
- 3.5.2 SAICA will not entertain any request for modifications to the Bid after submission of the Bid or after the RFP closing date. The Bidder shall be responsible for all omissions or errors in their Bid and shall bring such omissions or errors to the attention of SAICA, as soon as they become aware of such.
- 3.5.3 Any correction or addition shall be used to alter the Bid in a material way. If SAICA considers that correction of any omission or addition alters the original Bid in a material manner, the Bid shall be rejected without any liability whatsoever on the part of SAICA.





### 3.6 **Validity Period**

3.6.1 Responses to this tender, received from Bidders, will be **valid for a period of 60 (sixty) days from the closing date of the tender**. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder, unless and until a definitive Agreement and other related transaction documents are concluded between SAICA and the Preferred Bidder.

### 3.7 **Tax Clearance Certificate Requirements**

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

### 3.8 **Enquiries**

3.8.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channelled to: [siphiwet@saica.co.za](mailto:siphiwet@saica.co.za) cc [procurement@saica.co.za](mailto:procurement@saica.co.za), **on or before 01 October 2020 at 16:00**.

3.8.2 Should any clarification be required on any aspect of the RFP including, but not limited to, questions relating to the specifications required of the Contractors to perform the services, the tender and evaluation process, before the closing date, the Bidder must direct such queries to the contact person indicated above.

### 3.9 **Modification**

3.9.1 SAICA reserves the right to amend or modify this RFP before the closing date or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice and without liability to compensate or reimburse any person.

3.9.2 Should SAICA amend this RFP, amendment will be sent to each Bidder in writing. No oral amendments by any person will be considered or acknowledged.

3.9.3 Should the amendment be significant, SAICA may at its own discretion extend the RFP closing date.

### 3.10 **Cancellation of RFP**

3.10.1 SAICA reserves the right to cancel the RFP at any stage; including the withdrawal of the Service Provider Agreement.

3.10.2 SAICA shall not be bound to assign any reason for cancellation and Bidders are not entitled to seek any compensation for the cost or expense of preparing this Bid or negotiating the Service Provider Agreement.



### 3.11 **Warranty**

3.11.1 By submitting a Bid, the Bidder warrants and represents to SAICA that as at the date of submission of the Bid, the Bidder is in possession of all necessary approvals (including, without limitation, certification, registrations, licenses and authorisations) to enter into and perform its obligation in respect to the Service required by SAICA.

### 3.12 **Default**

3.12.1 Should the Bidder, after having been notified of the acceptance of its tender, fails to:

- 3.12.1.1 conclude a service level agreement on terms acceptable by SAICA and the Bidder within a period stipulated by SAICA; or
- 3.12.1.2 accept an order in terms of the tender; or
- 3.12.2.3 furnish security to the satisfaction of SAICA when called upon to do so for the fulfilment of the Service Level Agreement;

3.12.2 SAICA may, in any of the aforementioned circumstances, and without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Bidder any additional expense incurred by SAICA in calling for new offers or in accepting a less favorable offer.

3.12.3 SAICA shall disqualify a BID or shall disqualify a Bidder from tendering for any SAICA business in future, should a Bidder:

- 3.12.3.1 has, after receiving notice of the acceptance of the tender, failed or refused to enter in to the service level agreement when called upon to do so; or
- 3.12.3.2 has acted in a fraudulent or improper manner or in bad faith towards SAICA; or
- 3.12.3.3 has made any misleading or incorrect statement; or
- 3.12.3.4 caused SAICA damage, or to incur costs in order to meet the Bidders requirements which could not be recovered from the Bidder; or
- 3.12.3.5 has instituted any court proceedings against SAICA in bad faith; or
- 3.12.3.5 has been found guilty by a court of law, tribunal or other administrative body for a serious breach of law, during the preceding 5 (five) years.

## **4. PREFERENCE POINTS CLAIM FORM IN TERMS OF SAICA'S PREFERENTIAL PROCUREMENT**

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



4.2 SAICA's Preferential procurement policy will apply for all bids in accordance with the table below:

BBBEE Contributor	status of	No of points
1		20
2		18
3		14
4		12
5		8
6		6
7		4
8		2
Non-compliant contributor		0

## 5. SCOPE OF WORK

5.1 The specific duties of security personnel in respect of the premises shall be as described in the specific duties of security personnel and Standing Operating Procedures (SOP's). These SOP's setting out the specific duties of the preferred bidder's security personnel shall be compiled by the preferred bidder at least 1 week before the security services commence. This SOP's may be amended from time to time, with the agreement of both parties.

5.2 The purpose of access control is to prevent the unauthorised access of persons and vehicles and the bringing in of any dangerous objects on to SAICA's property in order to safeguard the people, the property and the premises. In order to safeguard the premises and or vehicles and the contents thereof as well as the people therein or thereon, the bidder must do this in terms of the following acts:

- The application of the Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4, as well as; C5.
- The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51
- Section 13 of the Constitution regarding violations must be avoided.
- The Firearms Control Act 60 of 2000, section 10, 34, 90 and 106.
- Private Security Industry Regulation Act 56 of 2001
- Protection of Information Act 84 of 1982
- Trespass Act 6 of 1959
- Occupational Health and Safety Act 85 of 1993



Description		
Requirements	Unit	Quantity
<p><b>SERVICES</b> The Service Provider shall provide security services to SAICA, on the property of SACA in the following manner:</p> <ul style="list-style-type: none"> <li>• Patrolling of the premises;</li> <li>• Access control (prevent unauthorised access of persons and vehicles and the bringing in of any dangerous objects on to SAICA's property);</li> <li>• Control of assets, personnel, members of SACA and members of the public;</li> <li>• Escorting where required and protection from and/or to buildings; and general crime prevention measures.</li> </ul> <p>The Service Provider shall provide the following personnel requirements and equipment:</p> <p><b>Dayshift:</b></p> <ul style="list-style-type: none"> <li>• 1 (one) grade B Site Supervisor (Monday — Friday: 06h00 to 18h00);</li> <li>• 1 (one) grade C Security Officer (Monday — Friday: 06h00 to 18h00); and</li> <li>• 3 (three) grade D Security Officers (Monday — Sunday: 06h00 to 18h00).</li> </ul> <p><b>Nightshift:</b></p> <ul style="list-style-type: none"> <li>• 1 (one) grade C Security Officer (Monday — Sunday: 18h00 to 06h00); and</li> <li>• 2 (two) grade D Security Officers (Monday — Sunday: 18h00 to 06h00).</li> </ul> <p><b>Equipment:</b></p> <ul style="list-style-type: none"> <li>• 1 (one) base radio in the control room;</li> <li>• 1 (one) guard monitoring system;</li> <li>• 4 (four) portable radios;</li> <li>• 2 (two) re-chargeable flash lights;</li> <li>• OB Book;</li> <li>• Handcuffs; and</li> <li>• Pocket books.</li> <li>• Access/visitors management scanner</li> <li>• Panic buttons linked to the armed response of the security company</li> </ul> <p><b>Conditions</b> Failure to perform the Services as set out in this scope of works shall constitute a material breach.</p> <p><b>THE SERVICE PROVIDER'S RESPONSIBILITIES</b> The Service Provider shall:</p> <ul style="list-style-type: none"> <li>• conduct a risk audit to assess risks and threats and provide SAICA with a detailed report of findings and recommendations on an ad hoc basis, at no additional cost</li> <li>• ensure that the access scan management system is functional at all times</li> <li>• ensure that at all times, it renders the services in accordance with the provisions of this Agreement, in compliance with the laws applicable to this Agreement and with reasonable care and skill;</li> </ul>	each	



<ul style="list-style-type: none"> <li>• not render the services in any way whatsoever which may constitute a violation of any law or regulation or which may cause SAICA to be subject to any investigation which is not limited to prosecution and legal action;</li> <li>• not to carry out any action or omit from acting in a manner which SAICA may reasonably consider to adversely impact its goodwill, reputation and/or branding;</li> <li>• be liable for all costs it incurs in complying with its obligations in terms of this Agreement;</li> <li>• carry out its obligations in terms hereof with professional competence, due care, skill and due diligence in all respects; and not subcontract any of its obligations under this Agreement without prior written consent of SAICA, which consent shall not be unreasonably withheld;</li> <li>• perform its obligations in terms of this Agreement and all in a way which does not interrupt or causes the least possible interruption to the business;</li> <li>• ensure that it, its employees and its sub-contractors and their employees at all times comply with SAICA's safety, health and security policies and any applicable safety laws and regulations, including, but not limited to, the requirements of the Occupational Health and Safety Act, 85 of 1993;</li> <li>• immediately notify in the event that an emergency that may prevent it from meeting its obligation in terms of this Agreement. In such event the Service make every attempt possible to provide a qualified substitute when necessary.</li> <li>• comply with any reasonable instruction given by SAICA provided that such instruction falls within the scope of the Service Provider's obligations in terms of this Agreement.</li> <li>• provides at its own cost vetting of security personnel.</li> </ul>		
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## 6. BID EVALUATION METHOD

Stage	Method of evaluation
Stage 1	<p><b>Administrative responsiveness evaluation:</b> All the proposals will be evaluated against the minimum list of returnable documents.</p>
Stage 2	<p><b>Technical evaluation:</b>  <u>Mandatory technical requirement:</u> Bidder is registered with PSIRA, proof to be submitted</p> <p><u>Functionality requirement:</u> The bidder must provide a technical proposal that respond to the requirements set-out in the functionality evaluation criteria below.</p>
Stage 3	<p><b>Price and Preference:</b> Financial proposals for qualifying bidders will be opened and evaluated. Bidder's <u>financial offers (75% weighting)</u> and <u>BBBEE certificates (25% weighting)</u> will be ranked according to price and preference points from the highest to the lowest number of points scored.</p> <p>Allocation of points for price will be done according to this formula:  <i>Price Points = 75*[1 - (Price offered - Lowest price)/lowest price]</i></p>

**NOTE: Bidders must score a minimum of 80 points in order to be evaluated further.**



## ANNEXURES

### A: DECLARATION OF INTEREST BY BIDDER

Tender Name:

Tender ref:

1. Any legal person, including persons employed by SAICA or persons having a kinship with persons employed by SAICA, 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 connected with or related to persons employed by SAICA, 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. It is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority.
2. As a Bidder I hereby declare that I, or and parties directly related to me (i.e. relative and friend) have a personal association with an employee at SAICA.

Name of SAICA associate	Relationship

3. The names of all directors/trustees/stakeholders/members, their individual identity numbers, must be indicated below:

Full Name	Identity Number



4. I, the undersigned

Full Name of Representative of Bidder:

.....

Identity Number: .....

Position: .....

hereby:

4.1 certify that the information provided in this declaration is true, correct and within my knowledge; and

4.2 accept that SAICA may reject the bid or, in addition to cancelling the agreement, action may be taken against me should this declaration prove to be false.

Signature: ..... Date: .....

Bidding Company: .....



## **B: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Document must form part of all bids 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. 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.
4. SAICA reserves the right to:
  - 4.1 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.
  - 4.2 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.
5. I, the undersigned, in submitting the accompanying bid as stated below, certify that:
  - 5.1 I have read and I understand the contents of this Certificate;
  - 5.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
  - 5.3 I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
  - 5.4 each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
  - 5.5 for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
    - 5.5.1 has been requested to submit a bid in response to this bid invitation;
    - 5.5.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    - 5.5.3 provides the same goods and services as the bidder and/or is in the same line of business as the bidder.





- 5.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 5.7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 5.7.1 prices;
  - 5.7.2 geographical area where product or service will be rendered (market allocation);
  - 5.7.3 methods, factors or formulas used to calculate prices;
  - 5.7.4 the intention or decision to submit or not to submit, a bid;
  - 5.7.5 the submission of a bid which does not meet the specifications and conditions of the bid;  
or
  - 5.7.6 bidding with the intention not to win the bid.
- 5.8 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.
- 5.9 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.
- 5.10 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.

Bid name: ..... Bid No.: .....

Name of representative: .....

Signature: ..... Date: .....

Bidder: .....