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investigative directorate**

Department
Independent Police Investigative Directorate
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SERVICES; ALARM INSTALLATION, MONITORING; ARMED RESPONSE; CLOSE PROTECTION OF PERSONNEL WHERE NECESSARY FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE (THE DEPARTMENT) AT THE NATIONAL OFFICE AND DISTRICT OFFICES FOR A PERIOD OF 36 MONTHS (3 YEARS)

CLOSING DATE : 10 APRIL 2026

CLOSING TIME : 11h00 am

VALIDITY PERIOD: 120 DAYS FROM THE CLOSING DATE OF THE BID.

Signature:


.....

All bid documents shall be marked bid IPID03/2025/26 and delivered to:

Independent Police Investigative Directorate

Reception: Ground Floor

473 Stanza Bopape Street

Arcadia

Pretoria



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Briefing session will be held as follows:

OFFICE	DATE	ADDRESS	TIME
Venue to be confirmed	20 March 2026	473B Stanza Bopape Street Arcadia Pretoria 0001	11:00 am

NB: All the documents must be properly binded, marked and indexed for easy reference and failure to comply might lead to disqualification.

Attendance of the briefing session is compulsory, and failure to attend will result in disqualification



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1. CONDITIONS OF THE TENDER

This bid and all contracts emanating from this bid will be subject to the General Conditions of Contracts issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. If the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

2. BACKGROUND

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 as per IPID Act, therefore mandated to ensure oversight of the South African Police Service (SAPS) and Municipal Police Service (MPS).

3. DURATION OF TENDER

IPID wishes to appoint a security service provider for the provision of guarding; alarm (including installation) monitoring and armed response; close protection for the Executive Director and Protection Service for IPID personnel for a period of thirty-six (36) months to all Eleven (11) IPID offices nationally.

4. SERVICE REQUIREMENTS

4.1. Operational Conditions

a. The service provider must be able to render guardingservices at the following IPID offices:

- Head Office in Pretoria
- Gauteng Provincial Office (Johannesburg)
- Eastern Cape Provincial Office
- Kwazulu Natal Provincial Office
- Limpopo Provincial Office
- Mpumalanga Provincial Office
- Northern Cape Provincial Office
- Western Cape Provincial Office
- Western Cape District Office (George)
- North West Provincial Office



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- Free State Provincial Office
- b. The Service provider must be able to provide Alarm installation, Monitoring and Armed response at: -
 - Gauteng (Johannesburg) Office
 - North West Provincial Office
 - Free State Provincial Office

NB! Armed response must be done within 15 minutes as recommended by the South African Intruder Detection Services Association (SAIDSA).

- c. The Service Provider must be able to provide the following ad-hoc security services, as and when required to IPID:
 - Close protection services to the IPID Personnel when necessary.
 - Static Protection Services;
 - Scouting and escorting services; and
 - Panic Buttons and Push-To-Talk Radios.



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5. THE IPID 11 Sites

PROVINCE	STREET ADDRESS	TOWN
National Office / Gauteng District office	Benstra Building, 473B 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
Mpumalanga Provincial Office	27 Brown Street, Permanent Building	Nelspruit
North West Provincial Office	No.1 Station Road, Molopo Shopping Centre	Mafikeng
Northern Cape Provincial Office	99 Phakamile Mabija Road,	Kimberly
Western Cape Provincial Office	Cnr. Petrusa & Mazzur Street, Fintrust Building	Bellville
Western Cape District Office	Cnr. York & Langenhoven Street, Nedbank Building	George



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5.1. SERVICE SITES AND SCOPE OF WORK

5.1.1. DETAILED SPECIFICATION: GUARDING SERVICES

5.1.1.1.	NATIONAL OFFICE						
(a)	<p>Pretoria: National Head Office</p> <p>Benstra Building 473B Stanza Bopape Street Arcadia Pretoria 0001</p> <p>(Area 1 as per Sectoral Determination)</p> <p>24 HOURS GUARDING SERVICES: Total number of required security officers = 15</p>						
(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 (Mon-Fri)	06H00 - 18H00	10	4	6	3	C	
Night (Mon – Sun & public holidays)	18H00 – 06H00	5	2	3	3	C	
Day (Saturday/ Sundays & public holidays)	06H00 - 18H00 & 18H00 – 06H00	5	2	3	3	C	



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(c)	24 Hours - Monitoring of CCTV Cameras: Total number of required officers = 4 (2 x officers per shift)						
	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-Sun)	06H00 - 18H00	2	1	1	N/A	C
	Night (Mon – Sun & public holidays)	18H00 – 06H00	2	1	1	N/A	C
Day (Saturday/Sundays & public holidays)	06H00 - 18H00 & 18H00 – 06H00	2	1	1	N/A	C	
5.1.1.2.	EASTERN CAPE PROVINCIAL OFFICE						
(a)	Provincial Office: 3-33 Waverley Office Park Phillip Frame Road Chiselhurst East London 5200 (Area 2 as per Sectoral Determination) 24 HOURS 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 (Mon-Sun)	06H00-18H00	3	1	2	1	C
	Night (Mon – Sun & public holidays)	18H00-06H00	3	1	2	1	C



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5.1.1.3	FREE STATE PROVINCIAL OFFICE																															
(a)	<p>Provincial office: 15 Corner St Andrews and West Burger Street Ground Floor Standard Bank House Bloemfontein 9301</p> <p>(Area 2 as per Sectoral Determination)</p> <p>12 HOURS GUARDING SERVICES</p> <p>Total number of required security officers for guarding = 2</p>																															
(b)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" data-bbox="319 907 766 974">Shifts</th> <th data-bbox="774 907 965 1086" rowspan="2">No of Security Officers required per shift</th> <th colspan="2" data-bbox="973 907 1204 974">Gender</th> <th data-bbox="1212 907 1364 1086" rowspan="2">Armed Officers per shift</th> <th data-bbox="1372 907 1484 1086" rowspan="2">PSIRA Grades</th> </tr> <tr> <th colspan="2" data-bbox="319 981 766 1086">Mondays to Sundays including public holidays</th> <th data-bbox="973 981 1109 1086">Female</th> <th data-bbox="1117 981 1204 1086">Male</th> </tr> </thead> <tbody> <tr> <td data-bbox="319 1093 534 1160">Day (Mon-Sun)</td> <td data-bbox="542 1093 766 1160">06H00-18H00</td> <td data-bbox="774 1093 965 1160" style="text-align: center;">2</td> <td data-bbox="973 1093 1109 1160" style="text-align: center;">1</td> <td data-bbox="1117 1093 1204 1160" style="text-align: center;">1</td> <td data-bbox="1212 1093 1364 1160" style="text-align: center;">1</td> <td data-bbox="1372 1093 1484 1160" style="text-align: center;">C</td> </tr> <tr> <td data-bbox="319 1167 534 1366">Night (Mon – Sun & public holidays)</td> <td colspan="6" data-bbox="542 1167 1484 1366" style="text-align: center;">Installation of new alarm system, including monitoring and armed Response</td> </tr> </tbody> </table>							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-Sun)	06H00-18H00	2	1	1	1	C	Night (Mon – Sun & public holidays)	Installation of new alarm system, including monitoring and armed Response					
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-Sun)	06H00-18H00	2	1	1	1	C																										
Night (Mon – Sun & public holidays)	Installation of new alarm system, including monitoring and armed Response																															
5.1.1.4.	GAUTENG PROVINCIAL OFFICE																															
(a)	<p>Provincial Office: 7th& 8th Floor Braamfisher Towers 20 Albert Street Marshalltown Johannesburg 2000</p> <p>(Area 1 as per Sectoral Determination)</p> <p>12 HOURS GUARDING SERVICES: Total number of required security officers = 3</p>																															



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(b)	Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
	Mondays to Fridays only			Female	Male		
	Day (Mon-Sun)	06H00-18H00	3	1	2	1	C
	Night (Mon – Sun & public holidays)	New Alarm Installation, monitoring and armed response					

5.1.1.5.	KWAZULU NATAL PROVINCIAL OFFICE
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(a)	<p>Provincial Office: 3rd Floor Marine Building 22 Dorothy Nyembe Street Durban 4000</p> <p>(Area 1 as per Sectoral Determination)</p> <p>24 HOURS GUARDING SERVICES: Total number of required security officers = 5</p>
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(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 (Mon-Sun)	06H00-18H00	3	1	2	1	C
	Night (Mon – Sun & public holidays)	18H00-06H00	2	1	1	1	C



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5.1.1.6.	LIMPOPO PROVINCIAL OFFICE																															
(a)	<p>Provincial Office: 78 Hans Van Rensburg Street Old Mutual Building Polokwane 0700</p> <p>(Area 3 as per Sectoral Determination)</p> <p>24 HOURS GUARDING SERVICES: Total number of required security officers = 4</p>																															
(b)	<table border="1"> <thead> <tr> <th colspan="2" data-bbox="322 835 678 875">Shifts</th> <th data-bbox="683 835 869 875">No of</th> <th colspan="2" data-bbox="874 835 1145 875">Gender</th> <th data-bbox="1150 835 1337 947" rowspan="2">Armed Officers per shift</th> <th data-bbox="1342 835 1497 947" rowspan="2">PSIRA Grades</th> </tr> <tr> <th data-bbox="322 882 502 1014">Mondays to Sundays including holidays</th> <th data-bbox="507 882 678 1014">Security Officers required per shift</th> <th data-bbox="874 882 1013 947">Female</th> <th data-bbox="1018 882 1145 947">Male</th> </tr> </thead> <tbody> <tr> <td data-bbox="322 1021 502 1093">Day (Mon-Sun)</td> <td data-bbox="507 1021 678 1093">06H00-18H00</td> <td data-bbox="683 1021 869 1093">2</td> <td data-bbox="874 1021 1013 1093">1</td> <td data-bbox="1018 1021 1145 1093">1</td> <td data-bbox="1150 1021 1337 1093">1</td> <td data-bbox="1342 1021 1497 1093">C</td> </tr> <tr> <td data-bbox="322 1099 502 1232">Night (Mon – Sun & public holidays)</td> <td data-bbox="507 1099 678 1232">18H00-06H00</td> <td data-bbox="683 1099 869 1232">2</td> <td data-bbox="874 1099 1013 1232">1</td> <td data-bbox="1018 1099 1145 1232">1</td> <td data-bbox="1150 1099 1337 1232">1</td> <td data-bbox="1342 1099 1497 1232">C</td> </tr> </tbody> </table>							Shifts		No of	Gender		Armed Officers per shift	PSIRA Grades	Mondays to Sundays including holidays	Security Officers required per shift	Female	Male	Day (Mon-Sun)	06H00-18H00	2	1	1	1	C	Night (Mon – Sun & public holidays)	18H00-06H00	2	1	1	1	C
Shifts		No of	Gender		Armed Officers per shift	PSIRA Grades																										
Mondays to Sundays including holidays	Security Officers required per shift	Female	Male																													
Day (Mon-Sun)	06H00-18H00	2	1	1	1	C																										
Night (Mon – Sun & public holidays)	18H00-06H00	2	1	1	1	C																										
5.1.1.7.	MPUMALANGA PROVINCIAL OFFICE																															
(a)	<p>Provincial Office: 1st Floor Permanent Building 27 Brown Street Nelspruit 1200</p> <p>(Area 3 as per Sectoral Determination)</p> <p>24 HOURS GUARDING SERVICES: Total number of required security officers = 4</p>																															



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(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 (Mon-Sun)	06H00-18H00	2	1	1	1	C
	Night (Mon – Sun & public holidays)	18H00-06H00	2	1	1	1	C
5.1.1.8. NORTH-WEST PROVINCIAL OFFICE							
(a)	<p>Provincial Office: No 01 Station Road Molopo Shopping Centre Mahikeng 2745</p> <p>(Area 3 as per Sectoral Determination)</p> <p>12 HOURS GUARDING SERVICES</p> <p>Total security officers required for guarding services = 2</p>						
(b)	Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
	Mondays to Fridays only Alarm monitoring and armed response at night, public holidays and weekends			Female	Male		
	Day (Mon-Sun)	06H00 -18H00	2	1	1	1	C
	Night (Mon – Sun & public holidays)	New alarm installation, monitoring and armed response					



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5.1.1.9.	NORTHERN CAPE PROVINCIAL OFFICE																															
(a)	<p>Provincial Office: 99 Phakamile Mabija Road Kimberly 0082</p> <p>(Area 3 as per Sectoral Determination)</p> <p>24 HOURS GUARDING SERVICES: Total number of required security officers = 5</p>																															
(b)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" data-bbox="327 801 679 846">Shifts</th> <th data-bbox="679 801 858 1016" rowspan="2">No of Security Officers required per shift</th> <th colspan="2" data-bbox="858 801 1145 846">Gender</th> <th data-bbox="1145 801 1315 1016" rowspan="2">Armed Officers per shift</th> <th data-bbox="1315 801 1497 1016" rowspan="2">PSIRA Grades</th> </tr> <tr> <th colspan="2" data-bbox="327 846 679 1016">Mondays to Sundays including public holidays</th> <th data-bbox="858 846 999 1016">Female</th> <th data-bbox="999 846 1145 1016">Male</th> </tr> </thead> <tbody> <tr> <td data-bbox="327 1016 544 1093">Day (Mon-Sun)</td> <td data-bbox="544 1016 679 1093">06H00-18H00</td> <td data-bbox="679 1016 858 1093" style="text-align: center;">3</td> <td data-bbox="858 1016 999 1093" style="text-align: center;">1</td> <td data-bbox="999 1016 1145 1093" style="text-align: center;">2</td> <td data-bbox="1145 1016 1315 1093" style="text-align: center;">1</td> <td data-bbox="1315 1016 1497 1093" style="text-align: center;">C</td> </tr> <tr> <td data-bbox="327 1093 544 1205">Night (Mon – Sun & public holidays),</td> <td data-bbox="544 1093 679 1205">18H00-06H00</td> <td data-bbox="679 1093 858 1205" style="text-align: center;">2</td> <td data-bbox="858 1093 999 1205" style="text-align: center;">1</td> <td data-bbox="999 1093 1145 1205" style="text-align: center;">1</td> <td data-bbox="1145 1093 1315 1205" style="text-align: center;">1</td> <td data-bbox="1315 1093 1497 1205" style="text-align: center;">C</td> </tr> </tbody> </table>							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-Sun)	06H00-18H00	3	1	2	1	C	Night (Mon – Sun & public holidays),	18H00-06H00	2	1	1	1	C
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Night (Mon – Sun & public holidays),	18H00-06H00	2	1	1	1	C																										
5.1.1.10	WESTERN CAPE PROVINCIAL OFFICE																															
(a)	<p>Provincial Office: Fintrust Building 1st Floor Corner Petrusa and Mazzur Street Bellville 7530</p> <p>(Area 1 as per Sectoral Determination)</p> <p>24 HOURS GUARDING SERVICES: Total number of required security officers = 6</p>																															



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(b)	Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
	Mondays to Sundays including holidays			Female	Male		
	Day (Mon-Sun)	06H00-18H00	3	1	2	1	C
	Night (Mon – Sun & public holidays),	18H00-06H00	3	1	2	1	C
(c)	<p>Western Cape District Office: Nedbank Building Unit No 04 Corner York & CJ Langenhoven Street George 6529</p> <p>(Area 3 as per Sectoral Determination)</p> <p>24 HOURS GUARDING SERVICES: Total number of required security officers = 4</p>						
(d)	Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
	Mondays to Sundays including holidays			Female	Male		
	Day (Mon-Sun)	06H00-18H00	2	1	1	1	C
	Night (Mon – Sun & public holidays),	18H00-06H00	2	1	1	1	C
<p>Total Number of required security officers for all IPID Sites = 60 Total Number of required firearms for all IPID sites = 15</p>							



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5.2. Security Duties: -

- a. Conduct access control in line with Control of Access to Public Premises and Vehicle Act 53 of 1985.
- b. Operating Access Control Systems e.g., Security X-Ray Machine; Metal Detectors and Boom Gates.
- c. Monitoring of CCTV Cameras.
- d. Escorting of complainants, contractors and visitors.
- e. Conduct hourly security patrols within the building and parking areas.
- f. Conduct safety inspections of the building.
- g. Report findings to management and recording in relevant registers.
- h. Ensure the safety of IPID property, officials and visitors.
- i. Respond to emergencies and assist during all internal emergency situations.
- j. Report all security breaches to management.
- k. Apprehend transgressors and handing over to SAPS.

NB. All Security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA) and their registration certificate must be valid.

5.3. INSTALLATION OF ALARM SYSTEM AT THE FREE STATE , NORTH WEST AND GAUTENG PROVINCIAL OFFICES.

- a) Premier 168 Control Panel minimum of 8 zones and expandable to 168
- b) Remote Expander (8XP)
- c) LCDL Keypad
- d) PIR – Capture Q20 Quad
- e) Outdoor Detector
- f) Transformer
- g) 12V Battery
- h) 15W Siren
- i) Power Supply
- j) Fixed Panic
- k) Door Contact(s)
- l) Cabling; and
- m) Other material that will make the alarm fully functional

NB: The Floor Plan for the offices where alarm installation is required will be shared with the bidders.



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5.4. DETAILED SPECIFICATION: AD-HOC CLOSE PROTECTION SERVICES FOR EXECUTIVE DIRECTOR

- a) The Service Provider must provide two (02) X Armed Protectors for the provision of Close Protection Services to the Executive Director.
- b) The role of the Close Protectors is to proactively and reactively provide the safety and security of the Executive Director, on foot, in-transit or at a venue; to render the environment more secure with respect to physical threats, harassment, embarrassment and discomfort.
- c) The Close Protectors must be prepared and available to travel nationally with the Executive Director as required and the cost will be borne by IPID.

5.5. ADHOC CLOSE PROTECTION SERVICES FOR THE DEPARTMENT EMPLOYEES

5.5.1. Service Provider must have the capacity to provide protection for employees, and the service must include the following: -

- a. Guarding of the residence as and when the need arises.
- b. Escorting of employees as and when the need arises.
- c. Assisting with conducting the Threat and Risk Assessment and providing a formal report with recommendations.
- d. Provision of scouting services and submitting a Formal Report with recommendations.
- e. The Provision of a Guard House with ablution facilities upon request.

5.6. PERSONAL QUALITIES AND SKILLS OF THE PROTECTORS

5.6.1. Protectors must be able to: -

- a. Pay close attention to details
- b. Be observant and good at the assessment of risks and danger facing the Executive Director
- c. Be resourceful, keep calm under pressure, acting quickly and decisively to the imminent dangers
- d. Be physically fit
- e. Neat presentation and sober habits
- f. Use his/ her initiative
- g. Be able to provide emergency first aid where necessary (certified 2 yearly)
- h. Be trained and competent in using fire equipment (extinguishers and fire hoses) (certified-2 yearly)



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- i. Can use verbal and written communication skills effectively
- j. Respect the confidentiality of his/her client
- k. Comprehend the laws that relate to the provision of the Close Protection Services.

5.7. THE PROTECTORS SHOULD POSSESS THE FOLLOWING:

- a. Valid SA Driver's License
- b. Advanced driving skills, that is, defensive, offensive and anti-ambush techniques.
- c. Understanding of basic counter protective practices (driving).
- d. Advanced VIP Protection Training or relevant VIP training.
- e. Valid Firearm Competency Certificate.
- f. Level 2 First Aid and Level 1 Fire-Fighting Training.
- g. Valid PSIRA Grade B (minimum) Certificate.
- h. Minimum of 3 years' experience as a VIP Protector (Attach CVs).
- i. Must not have any Criminal Record

NB: Protectors will be subjected to pre-security screening.

5.8. GENERAL CONDITIONS WITH RESPECT TO PHYSICAL ATTRIBUTES OF THE PROTECTORS

- a. Must be of the ages of between 25 and 40 years.
- b. Must not have any physical disabilities.
- c. Must be on a good level of fitness and well-being; supported by medical report "Annexure 3 –Fit for Duty".

5.9. PROVISION OF PUSH-TO-TALK RADIOS

5.9.1. The Service Provider must provide Push-To-Talk Radios to employees who are under threat as and when required and include the following: -

- a. Radio and Sim Card
- b. Connection to the Bidder's Security Communication Command Centre

5.10. PROVISION OF PANIC BUTTONS

5.10.1. The Service Provider must provide Panic Buttons to employees who are under threat as and when required and include the following: -

- a. Single button activation
- b. Wireless and able to be worn by employees
- c. Connection to the Bidder's Security Communication Command Centre.
- d. The Centre to send an alert to the Bidder's Response Team.



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6. BID CONDITIONS

6.1. Accreditation with the Private Security Industry Regulatory Authority (PSIRA) in line with PSIRA Act, 2001 (Act 56 of 2001)

- 6.1.1. The Company must be registered with PSIRA and have a valid certificate.
- 6.1.2. All Directors of the Company who are responsible for security services must be registered with PSIRA and have a valid certificate.
- 6.1.3. All security officers that the Service Provider will appoint to render the service to our sites, must be registered with PSIRA and have a minimum valid Grade "C" certificate.

6.2. Original copies of registration certificates that must be attached: -

- a. Valid original certified copy of the company PSIRA certificate.
- b. Valid original certified copies of PSIRA certificates for all company Director(s) responsible for security services.
- c. Valid certified copy of a Letter of good standing with COIDA (Compensation for Occupational Injuries and Diseases Act).
- d. The service provider must provide the Unemployment Insurance Fund (UIF) Reference Number to be used by the department to verify and confirm the compliance with UIF.
- e. Valid certified copy of the Private Security Sector Provident Fund (PSSPF), depicting the compliance status of the service provider with the Fund.
- f. Valid certified copies of Firearm Licenses (a minimum of 15 firearm licenses) in the name of the company.
- g. ICASA Radio License or an agreement with the leasing company for the use of the radio license.

NB: All certified copies may not be older than 6 months from the date of the bid advert and copies of certified copies will not be considered.

6.3. SECURITY SCREENING

- 6.3.1. Security background checks / screening in respect of the Service Provider; the Director(s) and Security Officer(s) shall be conducted, and they will be required to sign the Oath of Secrecy upon assumption of duty.



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NB: The appointment of the Service Provider will be finalized subject to positive background checks.

6.3.2. The Company must have a minimum of five (05) years' experience in rendering the following services: -

- Guarding services
- Protection Services
- Alarm installation, Monitoring and Response

6.3.3. To support the above, the Service Provider is required to submit verifiable reference letters as proof that they have successfully performed and executed similar services (i.e. guarding, protection, alarm installation, monitoring and response).

6.3.4. The Service Provider must have National Footprint in the provision of guarding security, protection services, alarm installation, monitoring and response.

6.4. SECURITY OFFICERS

6.4.1. All security officers appointed by the Service Provider to render security services at the Department must be South African citizens.

6.4.2. The Service Provider must ensure the continuity of the security services to be rendered, by allocating standby security officers to the sites.

6.4.3. Additional security officers may be required as and when the need arises.

6.4.4. The rotation / replacement of any security officers may only be executed with consent of the Security Manager in respect of National Office and Provincial Heads for Provincial Offices.

6.5. SECURITY TRAINING

6.5.1. Security officers to be deployed to render the services at all our sites must be trained by PSIRA accredited training centers and provide a valid certification.

6.5.2. Security officers shall have a minimum of Grade 10 School Qualification.

6.5.3. Security officers must be able to operate the Access Control Systems, e.g. Boom Gates, Bag Scanners, Security X-Ray Machines, Handheld Metal Detectors, Operations and Monitoring of CCTV Cameras, etc.



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- 6.5.4. The service provider must ensure that there is at least one security officer who is trained on the Basic First Aid and Fire Fighting (Level 1) per shift.
- 6.5.5. Service provider must provide "**Safety File**" to Security Management within the first month after signing of Service Level Agreement (SLA) by both parties. There will be 13 Files in total (1 per site).

6.6. SUPERVISION AND EMERGENCY RESPONSE

- 6.6.1. The Service provider must have a well-equipped 24-hour Security Control Room that will be able to promptly communicate with all the IPID offices and respond to emergencies.
- 6.6.2. The Service provider must provide each site with a Wireless Panic Button for use by the Security Officers to summon immediate response in case of emergencies.
- 6.6.3. The Service provider must provide a 24-hour supervision.
- 6.6.4. The Service Provider must have a dedicated vehicle to all IPID sites.

6.7. MINIMUM WAGES

- 6.7.1. Security officers must be paid at least the Minimum Wage in accordance with the Basic Conditions of Employment Act 75 of 1997; The Sectorial Determination 6, for the Private Security Sector.

6.8. BID PRICE

- 6.8.1. The service provider must complete the attached Pricing Schedule and submit bidding documents. **(All costs must include VAT)**

NB: The service provider is also required to fully complete SBD 3.3. pricing schedule.

- 6.8.2. The service provider must demonstrate in the Pricing Schedule that Sectorial Determination has being considered.
- 6.8.3. The service provider must show the breakdown for all categories of services listed below.



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Total Bid price for THE DEPARTMENT R _____ per month

Total Bid price for THE DEPARTMENT R _____ over 36 months

Pricing Schedule for Guarding Services (All cost to include VAT)

National Office	R _____ per month	R _____ Y ear 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months
Eastern Cape Provincial Office	R _____ p er month	R _____ Y ear 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months
Free State Provincial Office	R _____ p er month	R _____ Y ear 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months
Gauteng Provincial Office	R _____ p er month	R _____ Y ear 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months
KZN Provincial Office	R _____ p er month	R _____ Y ear 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months
Limpopo Provincial Office	R _____ p er month	R _____ Y ear 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months
Mpumalanga Provincial Office	R _____ p er month	R _____ Y ear 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months



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North West Provincial Office	R _____ per month	R _____ Year 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months
Northern Cape Provincial Office	R _____ per month	R _____ Year 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months
Western Cape Provincial Office	R _____ per month	R _____ Year 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months
Western Cape George District Office	R _____ per month	R _____ Year 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months

Pricing Schedule for Alarm Installation, Monitoring and Response (All cost to include VAT)

Alarm Installation of New Alarm System (once off)	Gauteng Provincial Office R _____ (Once Off)	North- West Provincial Office R _____ (Once Off)	Free State Provincial Office R _____ (Once Off)	Total cost R _____ (Once Off)	
Alarm Monitoring and response for North West Provincial Office	R _____ per month	R _____ Year 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months
Free State Provincial Office	R _____ per month	R _____ Year 1	R _____ Year 2	R _____ Year 3	R _____ over 36 months
Gauteng Provincial Office	R _____ per month	R _____ Year 1	R _____ Year 2	R _____ Year 3	



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Pricing Schedule for the Ad-Hoc Close Protection Services (All cost to include VAT)					
Armed security services		R	R	R	
		<u>Rate per day Year 1</u>	<u>Rate per day Year 2</u>	<u>Rate per day Year 3</u>	

Pricing Schedule for Ad-hoc Close Protection Services (All cost to include VAT)					
Provision of Push-Talk Radio with Sim Card		R <u>Rate per day Year 1</u>	R <u>Rate per day Year 2</u>	R <u>Rate per day Year 3</u>	
Panic Button		R <u>Rate per day Year 1</u>	R <u>Rate per day Year 2</u>	R <u>Rate per day Year 3</u>	
Mobile Guard House		R <u>Rate per day Year 1</u>	R <u>Rate per day Year 2</u>	R <u>Rate per day Year 3</u>	
Mobile Toilet		R <u>Rate per day Year 1</u>	R <u>Rate per day Year 2</u>	R <u>Rate per day Year 3</u>	
Standard Vehicle		R <u>Rate per day Year 1</u>	R <u>Rate per day Year 2</u>	R <u>Rate per day Year 3</u>	
Armored Vehicle		R <u>Rate per day Year 1</u>	R <u>Rate per day Year 2</u>	R <u>Rate per day Year 3</u>	



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6.8.4. The Pricing Schedule must be fully completed.

6.8.5. **NB:** The price that is going to be evaluated is the total bid price, which must exclude the Ad-hoc Close Protection services.

6.9. ASSUMPTION OF DUTY

6.9.1. Service Provider must assume duty a month after signing of the contract.

6.10. PARTICULARS OF COMPANY

6.10.1. The Service Provider must be registered on Central Supplier Database (CSD) and attach verified CSD Report.

6.10.2. The Service provider must furnish a Company Profile outlining the following particulars: -

- a. Physical address for the Headquarters and contact details.
- b. Detailed security services rendered by the company.
- c. Years of experience rendering the security services which must include the following: Guarding Services, Alarm Installation and Reaction Services and the Close Protection Services.
- d. Full Project Plan
- e. Contingency Plan including but not limited to: -
 - Strike actions
 - Life threatening situations and
 - Unforeseen circumstances, for example, natural disasters.
- f. Recruitment Strategy
- g. Health and Safety File Plan
- h. Training Plans for: -
 - First Aid
 - Fire-Fighting
 - Regulation 21 (Refresher course for Firearm)
 - VIP Protection and
 - Advanced Driving Skills.
- i. Total Quality Management System to be applied
- j. Maintenance plan for alarm and security equipment.



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- 6.10.3. The Service Provider must indicate Provinces and specific locations / areas where the company is currently rendering security services (National Footprint). For example, Limpopo, area – Polokwane; Western Cape, area – George; etc.

6.11. PROVISION OF PERSONNEL DURING CRISIS SITUATIONS

- 6.11.1. The Service provider must undertake to provide a certain and reasonable number of security officers as and when the need arises for the rendering of services during any unforeseen or emergency.

6.12. SECURITY SERVICES

- 6.12.1. The quality of the security services to be rendered must be in accordance with the PSIRA standards and requirements as set by IPID.
- 6.12.2. The Service Provider must ensure that the execution of the contract performs the following:
- a. The protection of the departmental **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.
 - b. The protection of Departmental **property** at all IPID sites against theft and vandalism.
 - c. The protection of Departmental **information** at the intended sites.

6.13. SECURITY PERSONNEL

- 6.13.1. Security officers must be able to speak, read and write in English and be able to communicate in other official languages in area of operation.
- 6.13.2. Security officers must not be younger than 18 years of age, and in compliance with the country's labour laws.
- 6.13.3. Security officers should not have been found guilty of any offences specified in the Schedule of Offences as stipulated under the PSIRA and regulations.



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- 6.13.4. The security officers must have at least one (1) year of security experience.
- 6.13.5. All armed security officers must comply with the Firearms Controls Act of 2000 and as amended. Copies of Competency Certificates and annual evaluations must be submitted to the Security Manager at IPID National Office. Any member who does not meet the requirements of the Firearms Control Act of 2000 must not be allowed to carry a firearm.
- 6.13.6. IPID has the right to screen the security officers for vetting purposes at any time after the awarding of the tender.

6.14. CONFIDENTIALITY AGREEMENT (DECLARATION OF SECRECY)

- 6.14.1. Security officers shall at the commencement of this contract sign the Confidentiality Agreement as prescribed by the IPID Security Policy.

6.15. GENERAL CONDUCT OF SECURITY OFFICERS

- 6.15.1. 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.
- 6.15.2. Security officers must always present a dedicated attitude towards their security duties and not cause unnecessary conflict with visitors and staff.
- 6.15.3. Security officers must be physically healthy and medically fit for the execution of their duties.
- 6.15.4. The service provider or its security officers must not furnish any information concerning Departmental activities to the public or the media.



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6.16. UNIFORM AND IDENTIFICATION

6.16.1. The Service Provider must ensure that each member of security officers will always, when on duty, be fully equipped in respect of:

- a. A neat and clearly identifiable uniform of the company, including raincoats.
- b. Issuing of reflective "vests or bibs" which must be worn by security officers whilst on duty at the said duty points.
- c. A company access card with a photo, details of the security officer and PSIRA number must be always worn visibly.

6.17. SECURITY AIDS

6.17.1. The Service provider must ensure that the following security aids are always provided to security officers while on duty:

- a. Batons must be equal to the number of security officers per site.
- b. Handcuffs must be equal to the number of security officers per site.
- c. Pocket books for all security officers.
- d. Pens for all security officers
- e. 1 x Base Radio linked to the Service Provider's Control Room
- f. Five (5) Hand-Held two-way radios with chargers for the National Office.
- g. Two (2) Hand-Held radios with chargers for Provincial and District Office
- h. Hand-Held Metal detectors: 1 x Per Provincial Office.
- i. Three (03) x Hand-Held Metal Detectors for the National Office.
- j. Firearms for the National, Provincial and District Offices must be in accordance with the specifications provided. All the firearms must be 9mm pistol with a 16 round magazine capacity and 16 rounds.
- k. Two (2) torches per Provincial and District Offices and five (5) torches for the National Office.

6.18. REGISTERS TO BE MAINTAINED AND UTILISED

6.18.1. The Service Provider must ensure that the Occurrence Book, Access Control Registers and any other Security Registers are provided, utilized and maintained as required and such will remain the property of IPID.



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6.18.1.1. Occurrence Book

- a. All incidents, occurrences and observations made by the security officers whilst on duty must be recorded.
- b. Compulsory Entries: All listed routine procedures such as patrols undertaken; handing over shifts; the procedures followed by whom and the time of commencement and completion must be recorded.
- c. The unlocking/locking of main access doors/gates, indicating the time and the name of person who locked or unlocked.
- d. The handing over of shifts, mentioning names of all security officers in the shift and security aids used, must be recorded. All personnel must co-sign the entries.
- e. Perusal of the Occurrence Book: After handing over the shift, the security officer 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.
- f. All site visits made by the Service Provider's Supervisor / Management and IPID Security Staff must be recorded in red ink.
- g. Entries in the Occurrence book must not 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.

6.19. SHIFT ROSTER

- 6.19.1. The shift roster of all security officers must be drawn by the Service Provider and kept on site where the service is rendered.
- 6.19.2. The shift roster must indicate the number of days, hours of work and names of security officers who will be on duty over a specific month.
- 6.19.3. 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.





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6.20. TWO-WAY RADIOS / HAND-HELD RADIOS

- 6.20.1. Radio must always be serviceable and be issued to the security officers on site for immediate communication with the Base Station, Control Room, Armed Response Vehicles and with other security officers.

6.21. LOST ITEMS

- 6.21.1. All lost and found items must immediately be recorded in the Lost and Found Register, Occurrence Book and further be handed in at the site Control Room or to the Administration Office in respect of Provinces.

6.22. DELIVERIES

- 6.22.1. Security officers must not accept or receive private deliveries for any IPID employee.

6.23. LABOUR UNREST / PICKETING

- 6.23.1. In the event of unrest, dispute, civilian disorder, a local or national disaster or any cause beyond the control of the Service Provider, the service provider must implement a contingency plan to ensure the continuation of the security services.

6.24. ADMINISTRATIVE RECORDS TO BE KEPT AT THE SERVICE PROVIDER'S HEAD OFFICE

- 6.24.1. The service provider must keep relevant files related to the bid/contract as well as all appropriate documents of all security officers who are employed and render services to IPID and be available for inspection by IPID's representatives.
- 6.24.2. Documents shall include, inter alia, qualifications of security officers, medical certificates, PSIRA Certificates, Firearm related documentations, proof of registration with Private Security Sector Provident Fund, VIP Training Certificate, First Aid Training Certificates, Fire-fighting; etc.

6.25. CONTACT WITH DEPARTMENTAL EMPLOYEES

- 6.25.1. The supervisor must immediately report any abnormal and/or noteworthy incidents to the IPID Security Management.
- 6.25.2. A meeting where formal discussions can be held between IPID and the service provider's supervisor/manager or the service provider must be



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held at least quarterly or as and when required. IPID must keep minutes of such meetings.

6.26. MAXIMUM SHIFT HOURS

6.26.1. All security officers must be employed according to the conditions of Sectoral Determination 6 as prescribed by the Department of Employment and Labour.

6.27. IN-HOUSE SECURITY INSPECTIONS

6.27.1. The department must conduct periodic After-Hour Inspections on premises where the service provider is deployed to provide security services.

6.27.2. The department has the right to inspect the service rendered by the Service Provider at any time. This is being done to ensure that the service is rendered in accordance with the conditions of the contract.

6.27.3. The department holds the right to request the Service Provider through official communication to remove security officer from the site and provide reasons thereof. In such case the security officer must leave the site and be replaced by another.

6.28. LIABILITY

6.28.1. Damages and losses

- (a) The Service Provider will be held responsible for any damage or loss suffered by the department because of the Service Provider's own employee's negligence or intent which originated at the site.
- (b) the department is indemnified against any liability, compensation or legal expenses in respect of the following:
 - i. Loss of life or injuries sustained by security officers during the execution of their duties.
 - ii. Damage to or destruction of any equipment.



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6.29. DEPARTMENTAL EQUIPMENT

- 6.29.1. The Service Provider may not, unless otherwise specified, make use of any of the department's equipment, aids and/or property, for purposes of compliance with the conditions of the contract.
- 6.29.2. All keys required to obtain access to those parts of the site where services are to be rendered according to the condition of the contract, will be provided.

6.30. PRO-RATA DECREASE OF PAYMENT OR PENALTIES

- 6.30.1. If at any specific time the service provider does not render the security services according to the conditions of the contract, the department has the right to penalize the bidder and adjust payment pro-rata accordingly.

6.31. TERMINATION OF CONTRACT

- 6.31.1. The non-compliance with the general conditions stipulated in the Service Level Agreement (SLA) will result in the termination of the contract.
- 6.31.2. The contract will be terminated immediately should the Service Provider no longer qualify as security service provider in terms of the PSIRA.
- 6.31.3. The Service Provider must notify the department immediately should any Director of the Company or any member of his/her security officer no longer meet the qualifications or conditions of the PSIRA.
- 6.31.4. If the security officer no longer meets the conditions of PSIRA, the Service Provider must immediately remove such officer from the site and be replaced with another officer who meets the conditions of PSIRA.
- 6.31.5. If one or more of the Director/s of the company responsible for security services no longer meets the conditions of PSIRA, the service provider must immediately remove such Director and be replaced with another Director who meets the conditions of PSIRA.
- 6.31.6. The department reserves the right to terminate the contract with one month's written notice in case of serious breach of contract.

6.32. REPORTING REQUIREMENTS



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6.32.1. The Service Provider will report to the department Security Directorate's representative in all matters relating to security services.

6.32.2. The Service Provider shall supply, consolidate written reports monthly of all sites to the department relating to guarding, close protection service and alarm monitoring and response. The report should be submitted to the department's security directorate.

7. ALARM INSTALLATION MONITORING AND ARMED RESPONSE

7.1. Alarm installation, monitoring and armed response

7.1.1. Alarm installation, monitoring and armed response will be required in the department's Gauteng, North-West and Free State Provincial offices.

7.1.2. The service provider is expected to install a radio transmitter and connect to network and link alarm system via Wide Area Network (WAN) with the service provider's control room to enable the monitoring of alarm signal as per offices identified above.

7.1.3. Below are the duties and responsibilities of the service provider as far as alarm monitoring and armed response are concerned: -

- a. Install a radio transmitter and connect to SP Network (Land Line) and link it via a Wide Area Network (WAN) with the Service Provider's control room.
- b. Provide 24-Hour alarm monitoring and armed response in case of alarm activation at the department offices.
- c. The Service Provider must be able to respond within 05 to 15 minutes upon receipt of alarm signals.
- d. The Service Provider must preferably be situated within 60km radius of the IPID's offices.
- e. The Service Provider must train IPID officials on how to arm and disarm the alarm system.
- f. The Service Provider should have at least 5 years' experience in the Security Armed Response Services.



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- g. The Service Provider must ensure maintenance and functioning of the radio transmitter and WAN.
- h. The Service Provider must ensure that there is a technician available on standby 24 hours in the event of malfunctioning of the alarm system.
- i. Provide for Short Message Service (SMS) alert services in case of power failure, low batteries, and communication test not received from the panel.

7.2. Procedure in case of alarm activation

7.2.1. Alarm activation during Office-Hours

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

7.2.2. Alarm Activation After-Hours

- a. The control room shall dispatch armed response officers to investigate the activation.
- b. The control room shall immediately notify the designated officials in the respective provinces by telephone of the activation.
- c. Upon arrival at the Provincial Offices, the armed response officers shall take whatever action he/she deems necessary and call for assistance if required.
- d. In the event of malfunctioning, the Service Provider's Control Room shall notify the technician.



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- e. Technician shall attend a notification at the affected provincial office.
- f. The Service Provider must have one vehicle for each office identified to attend to emergencies.
- g. The Service Provider must have a 24-Hour Control Room and monitoring system.

8. PAYMENTS

- 8.1. IPID will not make upfront payments to a successful bidder. Payment will only be made within 30 days after the service has been rendered, and a valid invoice was issued as agreed by both parties.

9.	EVALUATION CRITERIA
9.1.	In the awarding of the bid, the Service Provider will be evaluated in three (03) Phases.
9.1.1.	<p>Phase 1: Mandatory requirements: -</p> <p>The Bidder must provide the following information to the department: -</p> <ul style="list-style-type: none">i. Proof of valid company registration and compliance on the Central Supplier Database Registration (CSD).ii. SBD Forms must be fully completed and duly signed: -<ul style="list-style-type: none">SBD 1 - Invitation to BidSBD 3.3 - Pricing Schedule including the Template attached at 6.8.SBD 4 - Bidders disclosureSBD 6.1 - Preferential Procurement Regulations 2022iii. Valid original certified copy of the PSIRA Certificate for the Company.iv. Valid original certified copies of PSIRA certificates for the Director(s) of the Company responsible for Security Services.v. Valid Letter of Good Standing with the Private Security Sector Provident Fund (PSSPF) in the name of the Company.vi. ICASA Radio License or an Agreement with leasing company for the radios.



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	<p>vii. Proof of Comprehensive Public Liability Insurance to the minimum amount of R10 million.</p> <p>iii. Letter of good standing in line with the Compensation for Occupational Injuries and Diseases Act (COIDA) in line with the nature of the business.</p> <p>iv. The service provider must be in good standing with UIF and must provide the UIF Reference Number to be used by the department to verify and confirm the status of the company with Department of Employment and Labour.</p> <p>v. Submit the Audited Financial Statements for the 2 most recent years by Independent Registered Auditors.</p> <p>NB: Copies of certified copies will not be considered; neither are certified copies older than six (6) months from the date of advertisement of the tender.</p> <p>Any bid that does not comply with the above requirements will be eliminated for further evaluation.</p>
9.1.2.	<p>PHASE 2: FUNCTIONALITY EVALUATIONS</p> <p>The functionality evaluation totals 100 points.</p> <p>Functionality: -</p> <ul style="list-style-type: none">• Bidders must, as part of their bidding documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.• Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.• Firearm Licenses must be registered in the name of the Company.• No subcontracting or Joint Venture is allowed.• The BEC members will individually evaluate the responses received against the following criteria as set out below: -



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- Individual value scores will be calculated with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- The bids will be evaluated according to the Functional Criteria as set out in the Terms of Reference, and with the total points = **100**

Any bidder that scores less than **70** out of **100** points as per the categories in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified for further evaluation.

FUNCTIONALITY

CRITERIA	WEIGHT	SCORING GUIDELINE
<p>1. Company proven experience and track record (Consolidated).</p> <p>a) The company must provide appointment letter and reference letter(s) for similar projects to work done in the: -</p> <ul style="list-style-type: none"> • Physical / Guarding Services • Protection or VIP Services • Alarm Installation, Monitoring and Armed Response Services <p>b) The Reference Letters must address the project in the following sequence:</p> <ul style="list-style-type: none"> • Clear copy of the Letter(s) • Description of the Project • Client Name, Client contact (i.e., email address and office tel. number) • Project start date and end date • Contract value <p>NB: Reference Letters that do not depict the three (03) areas of services required as well as items under B will receive a score of 0.</p>	<p>40</p>	<ul style="list-style-type: none"> • < 5 Years = 0 • 5 - 10 Years = 20 • 11 – 15 Years = 30 • 16+ Years = 40



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NB: The Department will conduct reference checks on the submitted Reference / Appointment Letters by the bidders.		
2. Experience of the Operations Manager. a) Years of experience in the management and operations of: - <ul style="list-style-type: none">• Physical / Guarding Services• Protection or VIP Services• Alarm Installation, Monitoring and Armed Response Services b) Attach CV with clear relevant experience as stated above.	12	<ul style="list-style-type: none">• 5 or more Years of Experience in the management and operations of Physical / Guarding Security Services; Protection / VIP Services and Alarm Installation, Monitoring and Armed Response = 12 points• 4 Years of Experience in the management and operations of Physical / Guarding Security Services; Protection / VIP Services and Alarm Installation, Monitoring and Armed Response = 10 points• 3 Years of Experience in the management and operations of Physical / Guarding Security Services; Protection / VIP Services and Alarm Installation, Monitoring and Armed Response. = 08 points• 2 Years of Experience in the management and operations of Physical / Guarding Security Services; Protection / VIP Services and Alarm Installation, Monitoring and Armed Response = 06 points• 1 Year of Experience in the management and operations of Physical / Guarding Security Services; Protection / VIP Services and Alarm Installation, Monitoring and Armed Response = 04 points



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		<ul style="list-style-type: none">• Less than 1 Year of Experience in the management and operations of Physical / Guarding Security Services; Protection / VIP Services and Alarm Installation, Monitoring and Armed Response = 02 points
<p>3. A Project Plan outlining the following aspects: -</p> <ul style="list-style-type: none">a) Project phases with timeframesb) Contingency Planc) Recruitment Strategyd) Health and Safety File Plane) Training Plans for: -<ul style="list-style-type: none">• First Aid• Fire-Fighting• Regulation 21 (Refresher course for Firearm)• VIP Protection and• Advanced Driving Skillsf) Total Quality System to be appliedg) Maintenance Plan for the Alarm and Security Aids (Handheld Metal Detectors; Panic Buttons; etc.).	21	<ul style="list-style-type: none">• 21 Points = A Plan submitted and detailing all the 7 deliverables.• 18 Points = A Plan submitted and detailing only 6 deliverables.• 15 Points = A Plan submitted and detailing only 5 deliverables.• 12 Points = A Plan submitted and detailing only 4 deliverables.• 9 Points = A Plan submitted and detailing only 3 deliverables.• 6 Points = A Plan submitted and detailing only 2 deliverables.• 3 Points = A Plan submitted and detailing only 1 deliverable.• 0 Points = A Plan submitted and detailing only 0 deliverable or the plan not submitted.



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<p>4. The Bidder must indicate Provinces and specific locations/areas where the company has branches / Offices.</p> <p>a) The bidder must also attach Lease Agreements / Title Deeds / Municipal Accounts as per the locations / areas specified below: -</p> <ul style="list-style-type: none">• Gauteng• Eastern Cape• Free State• Kwa-Zulu Natal• Limpopo• Mpumalanga• North-West• Northern Cape• Western Cape <p>NB: The Bidder will receive scores in terms of the number of Provincial offices provided with attachments.</p>	<p>27</p>	<ul style="list-style-type: none">• Footprint 0 = 00 Points• Footprint 1 to 2 = 07 Points• Footprint 3 to 5 = 14 Points• Footprint 6 to 8 = 21 Points• Footprint 9 or more = 27 Points
<ul style="list-style-type: none">• All bids that score 70% and above on Functionality will qualify for the next phase• Bids that fail to meet the minimum threshold will be disqualified for further evaluation, and only shortlisted Bids will be evaluated in the last phase, in terms of Price and Specific Goals Points.		



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10. Phase 3: Evaluation of Price and Specific Goals

10.1. Preferential Points

This bid is anticipated to exceed R50 million and therefore, the 90/10 preferential point system for acquisition of goods and services with Rand value above R50 million will apply.

PRICE AND SPECIFIC GOALS	100
PRICE The bid price offered must be VAT inclusive and other related costs as well as be competitive.	90
Specific Goals SCORE	10
TOTAL	100

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

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

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

Where

P_s = Points scored for price of the bid under consideration

P_t = Rand value of the bid under consideration

P_{\min} = Rand value of lowest responsive bid

A maximum of 10 points may be awarded to a tender for specific goals specified for the tender as follows: -

Historically Disadvantaged Individuals (HDI)	
Specific goals	Points
Enterprises with ownership of 51% or more by person/s who are black	4
Enterprises with ownership of 51% or more by person/s who are women	4
Enterprises with ownership of 51% or more by person/s who are youth	1
Enterprises with ownership of 51% or more by person/s with disability	1
Total	10



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The points scored for specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. The bidder who scored the highest points will be recommended for the bid.

If two or more tenders score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals, and if two or more tenders score total equal points in all respects, the award must be decided by drawing lots.

10.2. Scoring on specific goals

- 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 HDI status.
- d) Total points scored will be rounded off to the nearest 2 decimals.

10.3. Proof to claim specific goals

Proof of documentation that will be considered to claim points for specific goals related to persons or categories of persons historically disadvantaged by unfair discrimination will include, amongst others-

- a) A valid affidavit by the person or person acting on behalf of an enterprise indicating the level of ownership in the enterprise by persons historically disadvantaged by unfair discrimination based on race; or
- b) Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC); or
- c) Detailed Central Supplier Database Report (CSD); or
- d) Company Shareholders Certificate; or
- e) Valid B-BBEE Certificate



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11. DUE DILIGENCE CONDUCTED

11.1. The right to conduct due diligence

IPID Supply Chain Management (SCM) reserves the right to conduct due diligence to further assess and confirm the qualification of the service provider for the bid.

The process of due diligence may include, but is not limited to: -

- Verification of information submitted by bidders.
- Assessment of financial standing and capacity.
- Confirmation of statutory and regulatory compliance.
- Engagement with third parties,
- Site inspections – confirmation of infrastructure and validation of technical competence and resources (Human, Vehicles Including Armored vehicles, Control Room, etc.); and
-
- Requests for additional documentation relevant to the project.

NB: Failure by a bidder to cooperate with due diligence requirements may result in disqualification of the bid.

12. REQUIRED ADMINISTRATIVE DOCUMENTS

9.1. Bidders will be required to be compliant with the following requirements upon appointment; and the documentation will be verified.

- i. **SARS** issued Pin Code.
- ii. **PSIRA** - Letter of Good Standing.
- iii. Proof of registration with National Bargaining Council for Private Security Sector (**NBCPSS**).
- iv. **Bank Rating Letter** – provide a valid recent confirmation bank rating letter by the bank – Minimum **Grade C**



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13. Enquiries may be directed at the following officials: -

FOR BID ADMINISTRATION & SPECIFICATIONS
Mr. Tshediso Nteo
Tel: (012) 399 - 0103
Email: tenders@ipid.gov.za
Deputy Director: Supply Chain Management
Technical Enquiries
Mr. K. Mpadisang
Tel: (012) 399 0208
Email: kmpadisang@ipid.gov.za
Director: Security and Facilities Management



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OHS SAFETY FILE SPECIFICATIONS: ANNEXURE A

CHECKLIST CONTENTS OF HEALTH AND FILE APPROVAL FOR THE APPOINTED SERVICE PROVIDER

Doc No. SHEQ – 003 Rev 3

NO.	FILE CONTENTS	REMARKS
1.	Company Occupational Health and Safety Policy	
2.	Legal Appointed Letters as per regulations-OHS Act	
3.	COIDA - Letter of Good Standing	
4.	Safety Plan, Quality Plan, Environment. Plan, Risk Plan.	<p>The SHERQ Plan for contractors is a management system that addresses health, safety, environment, risk, and quality. It's designed to reduce risk and ensure the safety of your employees. An occupational safety and health management plan section that covers topics such as: -</p> <ul style="list-style-type: none">- Commitment and policy,- Legislative requirements,- Communication and Consultation,- Training,- Personal Protective Equipment- Hazard identification and Risk management,- Incident management, and Injury management- Emergency management,- Quality measurement and evaluation- The plan establishes a contractor's intent for occupational safety and health system to manage risks, ensure compliance with relevant laws, and protect their workers- Include the scope of work, the risk profile of the project, the location of the site and the clients H&S Specification. The plan should be safety and security specific.



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NO.	FILE CONTENTS	REMARKS
5.	Risk Assessment	<ul style="list-style-type: none">• Risk assessment NEEDS TO INCLUDE the analysis and assessment of the work environment regarding the safety, wellbeing and health of employees and the activities they are undertaking.
6.	Company Injury on Duty Policy	<ul style="list-style-type: none">• A company specific policy directing employees on the procedure of what to do when you are injured at a site- minor incident and major incident.• Who do you call - include name and number?• Where are you taken to for treatment – include hospital and number• Who is responsible for transporting you – include name and number• If you have an accident with the vehicle to or from site, what happens?• Policy must be descriptive and provide absolute clarity. Employer's responsibility in terms of Injury.
7.	37.2 Agreement	<ul style="list-style-type: none">• IPID Internal
8.	Valid Training Certificates First Aiders and Fire Training Appointment with valid certification Security Trainings and Certifications	<ul style="list-style-type: none">• Training Done• Appointment letter with signature of acceptance of trained employee
9.	Inspection Registers	<ul style="list-style-type: none">• Hand Tools – do not leave blank• Equipment List - Quantities• All inspection registers must be completed appropriately
10.	P.P.E. Issue Register	<ul style="list-style-type: none">• PPE – do not leave blank. Fill in for team allocated to offices and number of logo uniforms, masks, safety shoes/boots, reflectors etc.
11.	Toolbox Talks, Safety signs and Safety awareness	<ul style="list-style-type: none">• Toolbox talks related cleaning and hygiene E.g. PPE to be used, waste removal
12.	Accident / Incident Report General Administrative Regulation 9(3) – Annexure 1	



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<p>13.</p>	<p>Medical Certificates – Fitness for duty Annexure 3 by an Occupational Clinic</p> <p>Will be used to measure employees fit for duty</p> <p>**Undertaken every 2 years</p>	<ul style="list-style-type: none">• Medicals undertaken must include: -<ul style="list-style-type: none">- 8) Medical Surveillance (1) An employer shall ensure that an employee is under medical surveillance if – (i) an evaluation of the employee's medical and occupational history.- (ii) a physical examination; and- (iii) any biological tests and other appropriate medical tests or any other essential examination that in the opinion of the occupational health practitioner is desirable- (c) All tests and examinations as contemplated in paragraphs (a) and (b) shall be conducted according to a written medical protocol.
	<p>Certified copies of ID's of all employees on site including relief staff</p>	<ul style="list-style-type: none">• This is a requirement to manage the staff at our offices and familiarize ourselves with the personnel rendering services to prevent unknown people from being at our buildings.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE (IPID)					
BID NUMBER:	IPID03/2025/26	CLOSING DATE:	10 APRIL 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY (GUARDING) SERVICES; ALARM INSTALLATION; MONITORING; ARMED RESPONSE; CLOSE PROTECTION OF PERSONNEL WHERE NECESSARY FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE (THE DEPARTMENT) AT THE NATIONAL OFFICE AND DISTRICT OFFICES FOR A PERIOD OF 36 MONTHS (3 YEARS).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
473 STANZA BOPAPE					
BENSTRA BUILDING					
ACARDIA					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR T NTEO		CONTACT PERSON	Mr K MPADISANG	
TELEPHONE NUMBER	012 399 0103		TELEPHONE NUMBER	012 399 0208	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@ipid.gov.za		E-MAIL ADDRESS	Kmpadisang@ipid.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: IPID03/2025/26
CLOSING TIME 11:00	CLOSING DATE: 10 APRIL 2026

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

ITEM NO.1	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SERVICES; ALARM INSTALLATION; MONITORING; ARMED RESPONSE; CLOSE PROTECTION OF PERSONNEL WHERE NECESSARY FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE (THE DEPARTMENT) AT THE NATIONAL OFFICE AND DISTRICT OFFICES FOR A PERIOD OF 36 MONTHS (3 YEARS)		

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

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....

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

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

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

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

TOTAL: R.....

Name of Bidder:

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract?
*YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Mr. Tshediso Nteo
Deputy Director: Supply Chain Management
Tel: 012 399 0103
Email: tenders@ipid.gov.za

Or for technical information:

Mr. Kgosi Mpadiang
Director: Security and Facilities Management
Tel: 012 399 0208
Email: kmpadiang@ipid.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The preference point systems applicable to invitations to tender:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included); and

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The 90/10 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

90/10

$$Ps = 90 \left(1 + \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are Black	4			
Enterprises with ownership of 51% or more by person/s who are Women	4			
Enterprises with ownership of 51% or more by person/s who are Youth	1			
Enterprises with ownership of 51% or more by person/s with Disability	1			
TOTAL	10			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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