



**independent police
investigative directorate**

Department:
Independent Police Investigative Directorate
REPUBLIC OF SOUTH AFRICA

APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE CLEANING AND HYGIENE SERVICES FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE AT NATIONAL, PROVINCIAL AND DISTRICT OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

TENDER NUMBER: IPID02/2025/26

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

Signature:

 2025/09/26

All bid documents shall be marked bid IPID02/2025/26 and delivered to:

Independent Police Investigative Directorate

Reception: Ground Floor

473 Stanza Bopape Street

Arcadia

Pretoria



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Closing time 11H00

Compulsory briefing session will be held as follows:

OFFICE	DATE	ADDRESS	TIME
3 rd Floor Boardroom	Fri, 3 October 2025	473 Stanza Bopape Street Arcadia Pretoria 0001	10H00

NB: All the documents must be clearly marked and referenced. Failure to comply might lead to disqualification.



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.

1.1 BACKGROUND

Independent Police Investigative Directorate (IPID) 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 to investigate any alleged misconduct, or offence committed by, a member of the police services in the province.

1.2. SERVICE REQUIREMENTS AND DURATION OF THE TENDER

The Independent Police Investigative Directorate (IPID) wishes to appoint a service provider for the provision of a comprehensive cleaning, hygiene services and cleaning materials for a period of thirty-six (36) months to all IPID Offices.

1.3. OPERATIONAL CONDITIONS

- a. The service provider must be able to render cleaning and hygiene services to the IPID's National, Provincial and District Offices.
- b. The services provider must satisfy the HACCP (Hazard Analysis and Critical Control Points) principles.
- c. The products utilised to be locally produced and procured.
- d. Materials to be used must be compliant to South African Bureau of Standards (SABS).
- e. The service provider must be in compliance with the Occupational Health Safety Act (OHSA) requirements.



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- f. The service provider must be in compliance with the National Environmental Management Act (NEMA) requirements.
- g. The service provider must have a valid letter of Good Standing in terms of Compensation for Occupational Injuries and Diseases (COIDA).
- h. The service provider must be in good standing and provide the UIF reference number to be used by the Department (IPID) to verify and confirm the status of the company with Department of Employment and Labour. Non-compliance with UIF will be disqualified.
- i. A service provider must maintain a pool of trained staff that are security cleared on their database, for replacement in the event of absenteeism and be available by 10H00 of that day.
- j. Sufficient supervision and oversight role should be rendered at all times.



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1.4. IPID OFFICES

NO.	PROVINCE	STREET ADDRESS	TOWN
1.	Gauteng	473 Stanza Bopape Street, Arcadia, Pretoria	Pretoria
2.	Gauteng	7 th and 8 th Floor, Bram Fischer Tower, Cnr Albert and Eloff Str.	Johannesburg
3.	Eastern Cape	Waverley Office Park, No. 3-33 Phillip Frame Road.	East London
4.	Free State	2 nd Floor, Standard Bank Building, 15 Cnr Andrew & West Burger Street	Bloemfontein
5.	Northern Cape	Ewing House, 99 Phakamile Mabija Street	Kimberly
6.	KZN	3 rd Floor, Old Mutual Building 22 Dorothy Nyembe Street, Marine Building	Durban
7.	Limpopo	Ground Floor, Old Mutual Building 78 Hans Van Rensburg Street	Polokwane
8.	Limpopo District	Khoroni Street, 2010 Centre, D18 Ground Floor	Thohoyandou
9.	Mpumalanga	1 st Permanent Building, 27 Brown Street	Nelspruit
10.	Mpumalanga District	Cnr Athlone and Escumbee Streets, Garry Mann Building	Witbank
11.	North West	1 st Floor, Molopo Shopping Centre, No.1 Station Road	Mafikeng
12.	North West	Cnr Zand and Beyers Naude Street, Rustenburg, 2999.	Rustenburg
13.	Western Cape	1 st Floor, Fintrust Building, Cnr Petrusa & Mazzur Street	Bellville



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14.	Western Cape District	Cnr. York & Langenhoven Street	George
15.	AD-HOC Cleaning Services		
a.	Western Cape	Estimated Square Metres = 50m ²	Cape Town
b.	Limpopo (Satellite Office 20 & 22)	Modimolle Provincial Traffic Station 5 Kroep and Chris Hani Street Estimated Square Metres = 50m ²	Modimolle
NB: Any other cleaning services as and when required; including changes that might occur because of relocation of premises.			

1.5. SCOPE OF WORK

- The prospective service provider is expected to undertake Comprehensive Cleaning and Hygiene Services in all the IPID offices during business hours i.e. 07:00 – 15:00 weekdays.
- Cleaning and Hygiene services must be conducted as referenced 2.3 cleaning schedule.
- The collection and disposal of hazardous waste (sanitary waste) shall be conducted every two weeks.

1.6. DETAILED DESCRIPTION

ITEM NO.	DESCRIPTION
1.6.1	Services required
	- The service provider must provide a Comprehensive Cleaning and Hygiene Services for a period of thirty-six (36) months to IPID National, Provincial and District Offices. - The service provider to carry out frequent routine visits to inspect all offices to ensure quality control by providing monthly reports to Facilities and Security.



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	c) The service provider must have comprehensive cleaning and hygiene programme of applying and using environmentally friendly controls and should form part of the OHS File. d) The service provider must supply all the required hygiene equipment in line with market related hygiene equipment. e) The service provider must implement a continuous improvement plan for services rendered to IPID. Pass any possible cost reductions resulting from this programme. f) The service provider will be expected to keep refill stock on IPID premises to ensure there is no break in services.
1.6.2	Description of services
	1.6.2.1 Cleaning Services: a) Cleaning windows; interior. b) Cleaning carpets - vacuum and deep cleaning. c) Cleaning – interior. d) Cleaning – upholstery. e) Special cleaning – ablutions. f) Deep cleaning – ablutions (toilet bowls, sinks, basins and shower/ change-room. g) Special cleaning – kitchens including cupboards, fridge, microwaves. h) The management of the water coolers in all offices (cleaning, washing and refilling). a) Clean and disinfect toilets, urinals, hand wash basins, showers/change rooms and sinks. b) Clean and disinfect wall tiles/walls. 1.6.2.2 Hygiene Services: a) Supply (on rental) basis and maintenance of hygiene equipment. b) Supply and refill of service consumables (including SHE Packets). c) Disinfecting of offices.



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- d) Removal of sanitary bins and proper disposal (as per legislated regulations).

1.6.2.3 Deep Cleaning:

- c) Remove bacteria and uric, incrustation from all areas of basins and sinks.
- d) Cleaning waste/crust build up around the taps
- e) Deep cleaning of carpets quarterly
- f) Deep cleaning of toilets, urinals, hand wash basins, sinks, showers and change rooms must be on monthly basis

1.6.2.4 Refreshment Coordinator Services for meetings

- a) Handle all tea and coffee arrangements for meetings.
- b) Wash all crockery and cutlery and maintain proper stock control daily.
- c) Maintain a clean & healthy environment.
- d) Ensure a hygiene regime for all catering equipment and supplies.
- e) Store all crockery and cutlery appropriately in cupboards and must be fully accounted for.
- f) Glasses and water bottles/jugs must be cleaned and replenished throughout the duration of the meetings.

2. CLEANING MATERIALS

- 2.1 The service provider is required to supply all cleaning materials/products on monthly basis on demand as per the stock replenishment list:
- a. The service provider to be appointed by IPID shall provide all cleaning materials and consumables at his/her own cost. The cost for these items should therefore be included in the final tender price and be VAT inclusive.
- b. All cleaning products to be used must be SABS approved and environmentally friendly; and procured from manufacturers that provide them with appropriate Material Safety Data Sheets in line with the OHS Act and Chemical Regulations.



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- c. All cleaning equipment, such as Industrial Vacuum Cleaners, Window Cleaning Equipment, Industrial Auto Scrubbers and Sweepers etc. should be of a required standard to ensure that it causes no damage to carpets, tiles, windows, furniture when used by the service provider in the execution of tasks.



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2.2 SERVICE PROVIDER SHALL SUPPLY ALL NEW DOMESTIC EQUIPMENT AND MACHINERY AS PER THE LIST BELOW FOR 13 IPID OFFICES:

NUMBER	ITEMS	QUANTITY
1.	Industrial wet and dry vacuum	30
2.	Multi-purpose Janitor trolleys	30
3.	Brooms/ sweepers – colour coded	30
4.	Mops/ sweepers – colour coded as per Ablutions, Offices and Kitchens	30
5.	Toilet Brushes-replenish 6 monthly	82
6.	Scrubbing brushes	15
7.	Dust pans	30
8.	Industrial carpet washer	13
9.	SABS approved 5 step ladder	14
10.	Window Squeegee with Telescopic Handle with microfiber scrubber 2-in-1	29
11.	Glass/Window wiper squeegee with microfiber scrubber 2-in-1 (small)	29
12.	Feather Duster (Long)	19
13.	Feather Duster (Short)	19
14.	Extension cord per office	19
15.	High pressure cleaners for exterior cleaning (National Office, North West, Kimberley, KwaZulu Natal))	5
16.	Caution sign boards	30



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REQUIRED CONSUMABLES: SERVICE PROVIDER SHALL SUPPLY ALL NEW HYGIENE EQUIPMENT

NUMBER	DESCRIPTION OF CONSUMABLE PRODUCTS
1.	Air Fresheners – Microburst
2.	Foam Hand soaps - Refill bags
3.	Hand Paper Towels
4.	70% alcohol Sanitizer Refill bags
5.	2 Ply Toilet Papers - "luxury" soft
6.	Ammonia liquid
7.	Bleach
8.	Dishwashing Liquid mild
9.	Dishwashing Swabs (colour coded)
10.	Toilet Seat Cleaning Dispenser Top Up
11.	Refuse Bags (clear bags only)
12.	Furniture polish
13.	Toilet Bowl Cleaner
14.	Surface Cleaner
15.	Pine Gel Disinfectant liquid for general purpose cleaning
16.	Stainless Steel Cleaner and Polish - Spray type
17.	Windowlene
18.	Carpet cleaning shampoo and chemicals for spot cleaning and machine use
19.	Laminate floor cleaner
20.	Non-toxic Industrials Degreaser for High Pressure Cleaner
21.	Baby oil for cleaning of Lifts ¹
22.	Separate domestic gloves for each area should be provided for cleaning offices, bathrooms and kitchens
23.	Various colour coded cleaning cloths must be provided: Red: Bathroom (X4) Yellow: Offices (X4)



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	Blue or Green: Kitchens (X4)
24.	Green scourers for kitchen sinks
25.	Dishwashing Sponges

A. GAUTENG (National Office)

Physical Address: 473 Benstra Building
Stanza Bopape Street
PRETORIA

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M ²) 4165.45 m ²	
Number of floors	5 Floors
Number of toilets	17
Cubicles: Females	17
PWD Cubicles	5
Cubicles: Males	11
Urinals	15
Basins	41
Board rooms	a. 1 x Main Boardroom (3 rd Floor) b. 2 x Boardrooms (4 th Floor) c. 3 x Boardrooms (5 th Floor) d. 1 x ED's Boardroom (6 th Floor)
Gymnasium	2 nd Floor
Sick Bay/Clinic	2 nd Floor
Paved Area in front of the building	1
Entrance Foyers	1
Roof	1
Lifts	3
Kitchens	10
Staircases	3 (2 x Fire Exit) (1 x Internal)
Number of Cleaners	1 x Supervisor & 6 x Cleaners



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A-1 HYGIENE SERVICES

a. Toilets 17 (7 Females, 5 Males, 5 People with Disability):

- 17 Cubicles Female toilets
- 11 Cubicles Male toilets and 15 Urinals
- 5 People with Disability

b. 1 Bathroom of the Executive Director;

- Stainless steel hand soap dispenser and sensory paper towel dispensers to be installed in the bathroom.



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HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines – White	17	Install and maintain
2	Sensor Hand Wash Dispenser Machines: a. 1 X Stainless Steel b. 16 X White	17	Install and maintain
3	Sensor Paper Towel Dispenser Machines: a. 1 X Stainless Steel b. 16 X White	17	Install and maintain
4	Sensor Kitchens Paper Towel dispenser – White	10	Install and maintain
5	Pedal SHE Bin (Sanitary Bins): a. 1 X Stainless Steel b. 21 X White	22	Install and maintained twice a month
6	SHE Packet Dispenser	22	Install and maintain
7	Toilet Seat Cleaning Dispenser (White)	33	Install and maintain monthly
8	Automatic/Sensory Hand Sanitizer Dispenser at Lift Lobby's and Entrance Doors- White in colour	8	Install and maintain
9	Toilet Paper Holders TR 2 (White) 1 x Stainless Steel	45	Installation
10	Wall Bins (White) - Toilet Kitchen	17 10	Installation Installation
NB: Batteries to be supplied for all sensory equipment by Service Provider			



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B. GAUTENG (Johannesburg)

Physical Address: 7th & 8th Floor Office
Braamfisher Towers
20 Albert Street
Johannesburg

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:	
TOTAL OFFICE SPACE (M ²)	885 m ²
Number of Floors	2
Number of Toilets	3
Cubicles: Female	3
Cubicle: PWD	1
Cubicles: Male	2
Urinals	2
Basins	5
Boardrooms	2
Entrances Foyer	1
Kitchens	1
Required No. of Cleaners	2 (1 Male & 1 Female)

B-1 HYGIENE SERVICES

- a. Toilets 3 (1 Females, 1 Males, 1 People with Disabilities)
- 3 Cubicles Female toilets
 - 2 Cubicles Male toilets and 2 Urinals
 - 1 People with disabilities



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HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines- White	3	Install and maintain
2	Sensory Hand Wash Dispenser Machine- White	3	Install and maintain
3	Sensory Paper Towel Dispenser Machine- White	3	Install and maintain
4	Sensor Kitchens Paper Towel dispenser – White	1	Install and maintain
5	Pedal SHE Bin (Sanitary Bins)- White	4	Installed, maintained and cleaned twice a Month
6	SHE Packet Dispenser	4	Installed, maintained and cleaned twice a Month
7	Toilet Seat Cleaning Dispenser	6	Install and maintain
8	Toilet Paper Holders TR 2- White	6	Install and maintain
9	Wall Bins (White) - Toilets - Kitchens	3 1	Install and maintain
10	Automatic / Sensor Sanitizer Dispenser - White	2	Install and maintain
NB: Batteries to be supplied for all sensory equipment by Service Provider			



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C. EASTERN CAPE

Physical Address: **Waverley Office Park**
 3 Phillip Frame Road
 East London

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M²)	687 m²
Number of floors	2
Number of Toilets	3
Cubicles: Females	1
Cubicles: Males	1
Urinals	1
Basins	3
Boardrooms	1
Entrances Foyer	1
Kitchen	1
Lifts	1
Staircases	1
Paved areas around building	1
Required No. of Cleaners	2 (1 Male & 1 Female)

C-1 HYGIENE SERVICES

a. Toilets 3 (1 Female, 1 Male, 1 people with disability)

- 1 Cubicle Female toilet
- 1 Cubicle Male toilet and 1 Urinal
- 1 People with Disability



HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines- White	3	Install and maintain
2	Sensory Hand Wash Dispenser Machine- White	3	Install and maintain
3	Sensory Paper Towel Dispenser Machines	3	Install and maintain monthly
4	Sensor Kitchens Paper Towel dispenser - White	1	Install and maintain
5	Pedal SHE Bin (Sanitary Bins)- White	2	Installed, maintained and cleaned twice a Month
6	SHE Packet Dispenser	2	Install and maintain
7	Toilet Paper Holders TR 2 -White	3	Install and maintain
8	Wall Bins (Toilets) - White Kitchens - White	3 1	Install and maintain
9	Automatic / Sensor Sanitizer Dispenser- White	3	Install and maintain
10	Toilet Seat Cleaning Dispenser – White	3	Install and maintain

NB: Batteries to be supplied for all sensory equipment by Service Provider



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D. FREE STATE

**Physical Address: Standard Bank Building
15 West Burger Street
Bloemfontein**

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M²)	592 m²
Number of Floors	1
Number of Toilets	3
Cubicles: Female	3
Cubicles: PWD	1
Cubicles: Male	2
Urinals	2
Basins	7
Boardrooms	2
Entrances Foyer	1
Kitchen	1
Required No. of cleaners	2 (1 Male and 1 Female)

D-1 HYGIENE SERVICES

a. Toilets 3 (1 Females, 1 Males, 1 People with Disability)

- 3 Cubicles Female toilets
- 2 Cubicles Male toilets and 2 Urinals
- 1 Disability toilet

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HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines- White	3	Install and maintain
2	Sensory Hand Wash Dispenser Machine- White	3	Install and maintain
3	Sensory Paper Towel Dispenser Machines Ablution	3	Install and maintain
4	Sensor Kitchens Paper Towel dispenser - White	1	Install and maintain
5	Pedal SHE Bin (Sanitary Bins)- White	4	Installed, maintained and cleaned twice a month
6	SHE Packet Dispenser	4	Installed, maintained and cleaned twice a month
7	Toilet paper holders TR 2- White	6	Installation
8	Wall Bins (Toilets)- White Kitchens - White	3 1	Installation
9	Automatic / Sensory Sanitizer dispenser- White	1	Install and maintain
10	Toilet Seat cleaning dispenser- White	6	Install and maintain

NB: Batteries to be supplied for all sensory equipment by Service Provider

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E. KWAZULU-NATAL

Physical Address: Marine Building
22 Dorothy Nyembe Street
Durban

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M²)	1313 m²
Number of floors	1
Number of Toilets	2
Cubicles: Female	1
Cubicles: Male	1
Urinals	1
Basins	2
Shower	1
Boardrooms	2
Entrances Foyer	1
High Pressure cleaning on open balcony's	1
Kitchen	1
Required number of cleaners	2 (1 Male) (1 Female)

E-1 HYGIENE SERVICES

- a. **Toilets 2 (1 Females, 1 Males)**
- 2 Cubicles Female toilets
 - 1 Cubicle Male toilet and 3 Urinal
 - 1 Shower and 1 Male toilet cubicle

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HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines- White	3	Install and maintain
2	Sensory Hand Wash Dispenser Machine- White	3	Install and maintain
3	Sensory Paper Towel Dispenser Machines Ablution-White	3	Install and maintain
4	Sensor Kitchens Paper Towel dispenser - White	1	Install and maintain
5	Pedal SHE Bin (Sanitary Bins)- White	2	Installed, maintained and cleaned twice a Month
6	SHE Packet Dispenser-White	3	Install and maintain
7	Toilet paper holders TR 2- White	3	Installation
8	Wall Bins (Toilets)- White Kitchens - White	3 1	Installation
9	Automatic/Sensory Sanitizer dispenser- White	3	Install and maintain
10	Toilet Seat cleaning dispenser- White	4	Install and maintain
NB: Batteries to be supplied with all sensory equipment by Service Provider.			



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F. LIMPOPO

Physical Address: Old Mutual Building
78 Hans Van Rensburg Street
Polokwane

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M²)	621 m²
Number of Floors	1
Number of Toilets	3
Cubicles: Female	2
Cubicles: PWD	1
Cubicles: Male	2
Urinals	1
Basins	4
Boardrooms	2
Entrances Foyer	1
Kitchen	1
Required number of cleaners	2 (1 Male) (1 Female)

F-1 HYGIENE SERVICES

a. Toilets 3 (1 Females, 1 Males, 1 PWD)

- 2 Cubicles Female toilets
- 2 Cubicle Male toilets and 1 Urinal
- 1 Cubicle PWD



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HYGIENE INSTALLATION AND SUPPLY:			
No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines- White	3	Install and maintain
2	Sensory Hand Wash Dispenser Machine- White	3	Install and maintain
3	Sensory Paper Towel Dispenser Machines Ablution-White	3	Install and maintain
4	Sensor Kitchens Paper Towel dispenser - White	1	Install and maintain
5	Pedal SHE Bin (Sanitary Bins)- White	3	Installed, maintained and cleaned twice a Month
6	SHE Packet Dispenser-White	3	Install and maintain
7	Toilet paper holders TR 2- White	5	Install and maintain
8	Wall Bins (Toilets)- White Kitchens - White	2 2	Install and maintain
9	Automatic/Sensory Sanitizer dispenser- White	2	Install and maintain
10	Toilet Seat cleaning dispenser- White	5	Install and maintain
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G. THOHOYANDOU

Physical Address: Khoroni Street, 2010 Centre
D18 Ground floor
Thohoyandou,
0950

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M²)	260 m²
Number of floors	1
Number of Toilets	3
Cubicles: Females	2
Cubicles: Males	2
Cubicles : PWD	1
Urinals	2
Basins	4
Boardrooms	1
Entrances Foyer	1
Kitchen	1
Required No. of Cleaners	1

G-1 HYGIENE SERVICES

- a. Toilets 3 (1 Females, 1 Males, 1 PWD)
 - 2 Cubicles Female toilets
 - 2 Cubicles Male toilets and 2 Urinals
 - 1 Disability



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HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines- White	3	Install and maintain
2	Sensory Hand Wash Dispenser Machine- White	3	Install and maintain
3	Sensory Paper Towel Dispenser Machines Ablution-White	3	Install and maintain
4	Sensor Kitchen Paper Towel dispenser - White	2	Install and maintain
5	SHE Pedal Bins	3	Installed, maintained and cleaned twice a Month
6	SHE Packet Dispenser-White	3	Install and maintain
7	Wall Bins (Toilets)- White Kitchens - White	3 1	Install and maintain
8	Automatic/Sensory Sanitizer dispenser- White	3	Install and maintain
9	Toilet Seat cleaning dispenser (white)	5	Install and maintain
10	Toilet paper holders TR 2- White	5	Install and maintain
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H. MPUMALANGA

Physical Address:

**Permanent Building
27 Brown Street
Nelspruit**

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M²)	662 m²
Number of Floors	1
Number of Toilets	3
Cubicles: PWD	1
Cubicles: Female	3
Cubicles: Male	2
Urinals	2
Basins	4
Boardrooms	1
Entrances Foyer	1
Kitchen	2
Balcony	1
Required No. of cleaners	2 (1 Male) (1 Female)

H-1 HYGIENE SERVICES

- a. Toilets 2 (1 Females, 1 Males, 1 PWD)
 - 3 Cubicles Female toilets
 - 3 Cubicles Male toilets and 2 Urinals
 - 1 Cubicles PWD



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HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines- White	3	Install and maintain
2	Sensory Hand Wash Dispenser Machine- White	3	Install and maintain
3	Sensory Paper Towel Dispenser Machines Ablution-White	3	Install and maintain
4	Sensor Kitchen Paper Towel dispenser - White	2	Install and maintain
5	Pedal SHE Bin (Sanitary Bins)- White	3	Installed, maintained and cleaned twice a Month
6	SHE Packet Dispenser-White	3	Install and maintain
7	Wall Bins (Toilets)- White Kitchens - White	3 2	Install and maintain
8	Automatic/Sensory Sanitizer dispenser- White	5	Install and maintain
9	Toilet Seat cleaning dispenser- White	7	Install and maintain
10	Toilet paper holders TR 2- White	3	Install and maintain
NB: Batteries to be supplied for all sensory equipment by Service Provider			



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I. WITBANK

Physical Address: Garry Mann Building
Cnr Athlone and Escumbee Streets
Witbank

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M²)	153 m²
Number of Floors	2
Number of Toilets	3
Cubicles: Female	1
Cubicles : PWD	1
Cubicles: Male	1
Urinals	1
Basins	3
Boardrooms	1
Entrances Foyer	1
Kitchen	1
Staircases	1
Required No. of Cleaners	1

I-1 HYGIENE SERVICES

- a. Toilets 3 (1 Female, 1 Male, 1 People with Disability)
 - 1 Cubicles Female toilets
 - 1 Cubicles Male toilets and 1 Urinal
 - 1 People with Disability



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HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines- White	3	Install and maintain
2	Sensory Hand Wash Dispenser Machine- White	3	Install and maintain
3	Sensory Paper Towel Dispenser Machines Ablution-White	3	Install and maintain
4	Sensor Kitchen Paper Towel dispenser - White	1	Installed, maintained and cleaned twice a Month
5	Pedal SHE Bin (Sanitary Bins) – White	2	Installed, maintained and cleaned twice a Month
6	SHE Packet Dispenser-White	2	Install and maintain
7	Wall Bins (Toilets)- White Kitchens - White	3 1	Install and maintain
8	Automatic/Sensory Sanitizer dispenser- White	3	Install and maintain
9	Toilet Seat cleaning dispenser-White	3	Install and maintain
10	Toilet paper holders TR 2- White	3	Install and maintain

NB: Batteries to be supplied for all sensory equipment by Service Provider



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J. NORTH WEST

Physical Address:

Molopo Shopping Centre
1 Station Road
Mafikeng

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M²)	785 m²
Number of floors	1
120 Number of Toilets	4
Cubicles: Female	5
Cubicles: PWD	1
Cubicles: Private	1
Cubicles: Male	3
Urinals	2
Basins	6
Boardrooms	3
Entrances Foyer	1
Kitchen	1
Balconies	1
Lifts	1
Staircases	1
High Pressure Cleaning of Courtyard	1
Required No. of Cleaners	2 (1 Male) (1 Female)

J-1 HYGIENE SERVICES

- a. Toilets 4 (1 Female, 1 Male, 1 People with Disability, 1 Private)
 - 5 Cubicles Female toilets
 - 3 Cubicles Male toilets and 2 Urinals
 - 1 Toilet for People with Disabilities
 - 1 Private Toilet



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HYGIENE INSTALLATION AND SUPPLY:			
No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines- White	4	Install and maintain
2	Sensory Hand Wash Dispenser Machine- White	4	Install and maintain
3	Sensory Paper Towel Dispenser Machines Ablution-White	4	Install and maintain
4	Sensor Kitchen Paper Towel dispenser – White	1	Installed, maintained and cleaned twice a Month
5	Pedal SHE Bin (Sanitary Bins)- White	5	Installed, maintained and cleaned twice a Month
6	SHE Packet Dispenser-White	5	Install and maintain
7	Toilet Paper holders TR2 – White	10	Install and maintain
8	Toilet Seat wipe dispenser-White	8	Install and maintain
9	Automatic/Sensory Sanitizer dispenser- White	2	Install and maintain
10	Wall Bins (Toilets)- White	4	Install and maintain
	Kitchens - White	1	
NB: Batteries to be supplied for all sensory equipment by Service Provider			





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K. NORTHERN CAPE

Physical Address: 99 Phakamile Mabija Street
Ewing House Building
Kimberly

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M ²)	687.98 m ²
Number of floors	2
Number of Toilets	5
Cubicles: Female	5
Cubicles: PWD	1
Cubicles: Male	3
Urinals	4
Number of Basins	6
Boardrooms	1
Entrances Foyer	1
Kitchen	1
High Pressure Cleaning of Courtyard	1
Staircases	1
Lift	1
Required No. of cleaners	2 (1 Male) (1 Female)

K-1 HYGIENE SERVICES

- a. Toilets 3 (1 Female, 1 Male, 1 people with disability)
- 5 Cubicles Female toilets
- 3 Cubicles Males and 4 Urinals
- 1 Cubicles PWD



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HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines- White	3	Install and maintain
2	Sensory Hand Wash Dispenser Machine- White	3	Install and maintain
3	Sensory Paper Towel Dispenser Machine (Ablutions)- White	3	Install and maintain
4	Sensor Kitchens Paper Towel dispenser - White	1	Install and maintain
5	Pedal SHE Bin (Sanitary Bins)- White	6	Installed, maintained and cleaned twice a Month
6	SHE Packet Dispenser	6	Install and maintain
7	Toilet Seat Cleaning Dispenser	9	Install and maintain
8	Toilet Paper Holders TR 2- White	9	Install and maintain
9	Wall Bins (Toilets)- White Kitchens - White	5 1	Install and maintain
10	Automatic/Sensory Sanitizer dispenser- White	2	Install and maintain
NB: Batteries to be supplied for all sensory equipment by Service Provider			



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L. WESTERN CAPE

Physical Address:

Fintrust Building

Street

Bellville

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M²)	692 m²
Number of floors	1
Number of Toilets	3
Cubicles: Females	3
Cubicles: PWD	1
Cubicles: Males	2
Urinals	0
Basins	6
Boardrooms	2
Kitchen	1
Required No. of cleaners	2 (1 Male) (1 Female)

L-1 HYGIENE SERVICES

- a. Toilets 3 (1 Females, 1 Males, 1 People with Disability)
 - 3 Cubicles Female toilets
 - 2 Cubicles Male toilets
 - 1 People with Disability toilets



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HYGIENE INSTALLATION AND SUPPLY:			
No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines- White	3	Install and maintain
2	Sensory Hand Wash Dispenser Machine- White	3	Install and maintain
3	Sensory Paper Towel Dispenser Machine- White	3	Install and maintain
4	Sensor Kitchens Paper Towel dispenser - White	1	Install and maintain
5	Pedal SHE Bin (Sanitary Bins)- White	3	Installed, maintained and cleaned twice a Month
6	SHE Packet Dispenser	3	Install and maintain
7	Toilet Seat Cleaning Dispenser (white)	6	Install and maintain
8	Toilet Paper Holders TR 2- White	6	Install and maintain
9	Automatic/Sensory Sanitizer dispenser- White	2	Install and maintain
10	Wall Bins (Toilets)- White	3	Install and maintain
	Kitchens - White	1	
NB: Batteries to be supplied for all sensory equipment by Service Provider			



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M. GEORGE

Physical Address:

**Cnr York & Langenhoven Streets
George**

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M²)	332 m²
Number of floors	1
Number of Toilets	1
Cubicles: Female/Male/PWD	1
Urinals	0
Basins	1
Boardrooms	1
Entrances Foyer	1
Kitchen	1
Parking bays	0
Paved Areas	0
Required No. of cleaners	1



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M-1 HYGIENE SERVICES

a. Toilets 1 (1 Female/ Male / PWD)

HYGIENE INSTALLATION AND SUPPLY:			
No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Microburst Dispenser Machines- White	1	Install and maintain
2	Sensory Hand Wash Dispenser Machine- White	1	Install and maintain
3	Sensory Paper Towel Dispenser Machine- White	1	Install and maintain
4	Sensor Kitchens Paper Towel dispenser - White	1	Install and maintain
5	Pedal SHE Bin (Sanitary Bins)- White	1	Installed, maintained and cleaned twice a Month
6	SHE Packet Dispenser	1	Install and maintain
7	Toilet Seat Cleaning Dispenser	1	Install and maintain
8	Toilet Paper Holders TR 2- White	1	Install and maintain
9	Wall Bins (Toilets)- White Kitchens - White	1 1	Install and maintain
10	Automatic/Sensory Sanitizer dispenser- White	1	Install and maintain
NB: Batteries to be supplied for all sensory equipment by Service Provider			



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2.2. CLEANING SERVICES

Duties	Office floor space below and above 500m ²
2.3.1. Entrance Foyers and Reception area: - Mop and dust reception area - Dust and polish reception desk - Wipe all glass doors at reception	Twice Daily Twice Daily Twice Daily
2.3.2. Resilient Floors: - Mop all tiled areas - Manage Spills and broken glass	Once a day in the morning and maintenance of the floors during the day
2.3.3 Floors (Marble, Terrazzo, Ceramic Tiles, Laminate etc.) - Sweep with broom - Damp mopping - Machine buff - Scrub	Once a day and maintenance of the floor during the day Daily Monthly Monthly
2.3.4. Carpets: - Vacuuming cleaning of all carpets - Vacuuming high traffic areas - Deep Cleaning of all carpets - Spot cleaning of carpets - Stain removal	Twice weekly Daily Quarterly Weekly Weekly
2.3.5. Dusting: - Dust all horizontal and vertical surfaces - Wipe and dust with surface cleaner all telephones, tables, desks, door handles, computer/s in the office. - Dust and polish all office furniture - Dust all hanging portraits & any other hanging ornaments on wall	Daily Daily Daily



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- Dust all high ledges and fittings - Dust all window ledges (high and low) - Dust all light fittings	Daily Weekly Weekly Weekly
2.3.6. Waste Disposal: - Empty and clean all waste baskets - Remove stains and disinfect all waste baskets and bins - Remove all waste to designated area - Renew plastics	Twice a day Weekly Twice a day Bi-Weekly
2.3.7. Walls and Paint work: - Spots clean all low surfaces (finger marks, etc.) - Spot clean glass walls/panels, doors and lights switches - Spot clean lifts	Daily Daily Daily
2.3.8. Glass and Metal work: - Clean and polish all bright metal fittings - Spots clean all partition glass - Clean all glass partitioning/panels - Clean and Polish lifts	Weekly Daily Weekly Twice a day
2.3.9. Toilets and Showers: - Empty and clean all waste receptacles - Clean basins and urinals - Clean all mirrors - Clean all metal fittings - Spot clean walls, doors and partitions - Damp mop floors - Clean all toilet floors with disinfectant - Check all hand-soap, sanitizers and seat sprays - Check toilet paper refills	Twice a day (morning and mid-day) Twice a day (morning and mid-day) Twice a day (morning and mid-day) Twice a day (morning and mid-day) Twice a day (morning and mid-day) Twice a day (morning and mid-day) Twice a day (morning and mid-day) Twice a day (morning and mid-day) Daily



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Check and report all broken and non-functional items	Daily Daily
2.3.10. Staircases and Emergency staircases: Staircases - Dust and wipe handrails and fittings and walls - Mop the stairs with soap - Sweep staircases - Remove markings on walls Emergency staircases - Dust and wipe handrails and fitting and walls - Sweep staircases	Daily Twice a week Daily Weekly Weekly Weekly
2.3.11. Window Cleaning: Clean interior of all windows	Quarterly
2.3.12. Miscellaneous: - Wipe vinyl-covered furniture - Wash cloth covered furniture - Clean directory boards - Clean all strong / archiving rooms	Monthly Monthly Weekly Weekly
2.2.14 Kitchen Areas - Clean Microwave oven - Wipe and clean Fridge (In and Outside) - Defrost and clean fridge - Assist with logistical arrangements during meetings (Preparation of cutlery and crockery for meetings and events, - Regular monitoring and washing of the dishes,	Daily Monthly Once a month Daily Daily



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• Managing water refills,	Daily
• Cleaning of boardrooms	Daily
• Waste management and disposal)	Weekly

Blinds	Blinds to be dusted weekly
Elevators	Clean all elevators inside and outside with an appropriate stainless-steel cleaner using a cloth that will not scratch the surface – daily Clean all mirrors with Windowlene spray – Daily Clean all scrub all floors with Bleach and warm water – Daily
Stairs and balustrades	a) Wipe banishers with a damp cloth – daily b) Use polish on wooden banisters that will not scratch the surface, as required – monthly c) Clean all visible pipes – daily. d) Emergency staircases must be cleaned and kept free of obstructions on a Monthly basis
General Rules	
Cleaning Time	The servicing time will occur daily during normal office hours (07H00 - 15H00) except where changes are specifically requested by the IPID. Cleaners will be expected to sign a Register that will be monitored on regular basis.
Fire Extinguishers	The service provider and his/her employees shall under no circumstances make use of fire hose reels or other fire extinguishers on-site.
Warning Signs	Legible warning notices or signs shall be exhibited as needed where the rendering of the cleaning services may cause injuries to any person(s).
Inflammable, Poisonous substances	The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the IPID for the rendering of the services or any other purposes.



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Damage Compensation	The service provider will be held responsible for any damage or thefts that may be caused, to the premises or contents, by him/her or his/her employees or due to their negligence, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the service provider.
Training	a) The cleaning and hygiene services staff shall be trained by the service provider annually in every aspect relating to the handling of all equipment that they use with regards to this contract; and, b) The employer will be held responsible for any damages or injuries arising from any misuse or injuries arising from any negligent use of such equipment by one of their "on-site" staff members.
Absenteeism	Should a staff member not be present at work, a replacement by a security screened employee (cleaner) is required by 10H00 that day. A service provider should maintain a pool of approved temporary staff.
Maintenance, repairs and replacement of Equipment	• The service provider shall ensure that all equipment is maintained accordingly. • In case of equipment being broken, the service provider must ensure that the equipment is repaired or replaced within 3 working days to ensure minimum disruption of services.



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3. EVALUATION PROCESS

3.1. Bids will be evaluated in the following 3 phases: -

- a) Mandatory requirements
- b) Functionality
- c) Price

3.2. Phase 1: Mandatory requirements:

3.2.1. In terms of National Treasury Instruction No. 4A of 2016/2017 all service providers must submit proof of registration on the Central Supplier Database (CSD). Provide MAAA number or copy of CSD report.

The service provider must attach fully completed and signed SBD forms.

Forms NB! Non-compliance with this will lead to non-responsiveness	Completed and Attached	
	Yes	No
a) SBD 1 (Invitation to tender)		
b) SBD 3.3 (Pricing Schedule) (bids not accordance with the Sectoral Determination will be regarded as non-responsive)		
c) SBD 4 (Declaration of Interest)		
d) SBD 6.1 (Preferential Claim Form)		

3.2.2. The service provider must furnish the following information as part of the tender response:

- (i) Profile of the company, indicating: -
 - a. Name of the Company
 - b. Current Physical Address of the Head office, official email address and full contact details;
 - c. List of Provincial Offices / Branches and their full contact details;
 - d. Main speciality area;
 - e. Date since company has been rendering Cleaning Services (Experience);



- f. The service provider must provide after-hours contact details, in case of any emergency service requirements, outside of normal working hours.
- 3.2.3. Provide proof of Public Liability or Copy of valid Insurance Certificate or a recent quotation for public liability insurance to the minimum amount of R5 million for the period of the contract.
- 3.2.4. Provide proof of valid company registration certificate (CIPC)
- 3.2.5. Provide proof of valid copy of Compensation for Occupational Injuries and Disease Act (COIDA) Certificate.
- 3.2.6. Service provider must be in good standing and provide the UIF reference number to be used by the Department (IPID) to verify and confirm the status of the company with Department of Employment and Labour. Non-compliance with UIF will be disqualified.
- 3.2.7. Provide original certified copies of Identity Documents (ID) of all Managing Directors which must not be older than six months.

Only original certified copies will be accepted.

NB: A bid that does not comply with any of the above requirements will be regarded as non-responsive.



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3.3. Phase 2: Functionality: -

NB: A service provider who scores less than 70 out of 100 points will not be considered further to the next phase of evaluation.

3.3.1. The bids will be evaluated according to the following criteria: -

- Functional Criteria (100);
- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- Service providers must, as part of their bid documents, submit all supportive documentation for all technical requirements as indicated hereunder. The Bid Evaluation Committee will evaluate and score all prospective service providers based on the submissions and the information provided.

The Bid Evaluation Committee members will individually evaluate the responses received against the following criteria as set out below:

3.3.2. FUNCTIONALITY EVALUATION CRITERIA

Sub Criteria	Description	Score	Weight
a. Company reference and Experience	Bidders must provide contactable reference letters - Experience in the provision of hygiene and cleaning services. - Provide a list of previous services rendered with verifiable information which must include names of clients where services were rendered, period, client contact details and the value of each contract. NB: The bidder must provide written references from its own client, and not that of its sub-contractors.	<u>Scoring criteria:</u> 5 = 5 years or more 4 = 4 years 3 = 3 years 2 = 1 or 2 years 1 = less than 1 year	40 %



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b. Implementation Programme	Provide a detailed proposal to indicate how the services described in the terms of reference will be executed, monitored and controlled. The proposal should address the following aspects: - • Staff capacity • Outline delivery schedule & Timetable • Contingency plan • Environmental Controls • Health and Safety	5 = Proposal that addresses 5 or more criterion aspects; 4 = Proposal that addresses 4 of the criterion aspects; 3 = Proposal that addresses 3 of the criterion aspects; 2 = Proposal that addresses 2 of the criterion aspects; 1 = Proposal that addresses 1 of the criterion aspects.	30 %
c. Availability of resources	The bidder must demonstrate capacity of both human and infrastructural capacity that covers the following: - • Payroll Administration Office infrastructure (attach lease or Title Deed); • Equipment (Attach list of equipment); • Vehicles (Attach vehicle registration documents); • Support management Structure; • Financial resources, e.g. overdraft facilities.	5 = Proposal addresses 5 of the criterion aspects; 4 = Proposal addresses 4 of the criterion aspects; 3 = Proposal addresses 3 of the criterion aspects; 2 = Proposal addresses 2 of the criterion aspects; 1 = Proposal addresses 1 of the criterion aspects	30 %
TOTAL	Minimum score requirements 70 points		100 %



3.4. Phase 3: Evaluation on Price and Specific Goals

3.4.1. Preferential Points

This bid is anticipated not to exceed R50 million and therefore, the 80/20 preferential point system for acquisition of goods and services with Rand value above R30 000.00 and up to R50 million will apply.

The following formula must be used to calculate the points out of 80 for price in respect of an invitation for tender with a Rand value above R30 000.00 and up to R50 million, inclusive of all applicable taxes.

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

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

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

- 3.4.2. A maximum of 20 points may be awarded to a tender for specific goals specified for the tender as follows: -

Specific goals	Points
Enterprises with ownership of 51% or more by person/s who are black	8
Enterprises with ownership of 51% or more by person/s who are women	8
Enterprises with ownership of 51% or more by person/s who are youth	2
Enterprises with ownership of 51% or more by person/s with disability	2
Total	20

The points scored for specific goal 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.



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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 of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

3.4.3. **Proof to claim specific goals.**

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

- (a) : An 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 on the basis of race; or
- (b) Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC);

Failure to capture the required status and to submit the required HDI.

- 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 preference claim forms (SBD 6.1) 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 specific goals points;

4. **Pricing Schedule**

- 4.1. The Pricing Schedule must be completed and be included in the tender proposal. Besides the Pricing schedule as contained in SBD 3.3 a detailed pricing schedule needs to be attached in relation to every office for the Department to see how the calculations were done to reach your final bid price. All price should be inclusive of VAT.



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HYGIENE EQUIPMENT INSTALLATION AND SUPPLY:				
NO	DESCRIPTION OF SERVICES	QUANTITY	UNIT PRICE	TOTAL
1	Sensory Air Freshener Microburst Dispenser Machines - White	53		
2	Sensor Hand Wash Dispenser Machines: White	52		
3	Sensor Hand Wash Dispenser Machines: Stainless Steel	1		
4	Sensor Paper Towel Dispenser Machines: White	52		
5	Sensor Paper Towel Dispenser Machines: Stainless Steel	1		
6	Pedal SHE Bin (Sanitary Bins)- White	65		
7	She Bin (Sanitary Bins) with pedal: Stainless Steel	1		
8	SHE Packet Dispenser	65		
9	Toilet Seat Cleaning Dispenser	100		
10	Automatic/Sensory Hand Sanitizer Dispenser (Lobby and Entrance)	28		
11	Toilet Paper Holders TR 2	100		
12	Wall Bins (Toilets)- White Kitchens - White	53 23		
TOTAL (VAT. Inclusive)				



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4.2. REQUIRED CONSUMABLES

NO	DESCRIPTION OF CONSUMABLE PRODUCTS	QUANTITY	UNIT PRICE	TOTAL
1.	Air Fresheners – Microburst	55		
2.	Foam Hand Soap - Refill bags 1000ml	110		
3.	Hand Paper Towels	152		
4.	70% Alcohol Sanitizer Refill bags 700ml	30		
5.	2 Ply Toilet Papers-"luxury" soft, Bale of 48	60		
6.	Ammonia Liquid 5 Litre	20		
7.	Bleach 5 Litre	20		
8.	Dishwashing Liquid Mild 5 Litre	20		
9.	Dishwashing Swabs (colour coded) – Packs of 10	15		
10.	Toilet Seat Cleaning Sanitizer refill bags 700ml	100		
11.	Clear Refuse Bags – 600 x 660 Pack of 200	15		
12.	Clear Refuse Bag – 750 x 950 Pack of 200	15		
13.	Furniture Polish 440ml	40		
14.	Toilet Bowl Cleaner 5 Litre	15		
15.	Surface Cleaner 5 Litre	15		
16.	Pine Gel Disinfectant liquid for general purpose cleaning – 5 Litre	15		
17.	Baby Oil (Stainless Steel Cleaner) 500ml	5		
18.	Windowlene 750ml	30		



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19.	Carpet cleaning shampoo - 5 Litre	10		
20.	Spot Cleaning Chemical – for machine use, 5 Litre	10		
21.	Non-Toxic Industrial Degreaser for High Pressure Cleaning Machine	5		
22.	Dishwashing Sponges	300		
23.	Multi-Coloured Fibre Cloths (Green/Yellow/Red/Blue)	4 x Multi-Colored Cloths x 30 = 120 (NB: 30 of each multi-colored cloth)		
24.	Green Pads (Pack of 20)	15		
25.	SHE Packets (Packet of 50)	65		
TOTAL (VAT. Inclusive)		R.....		
NB: The requirements for chemicals and refills will be requested on monthly basis on demand as per stock replenishment list.				

Labour Overheads

BREAKDOWN OF COST		STAFF COMPLEMENT	HOURLY RATE	DAILY	MONTHLY	NO. CLEANERS	TOTAL
1	LABOUR						
		BIDDERS ARE EXPECTED TO PAY THEIR EMPLOYEES A SALARY NOT LESS THAN THE MINIMUM WAGE PER HOUR DETERMINED BY THE DEPARTMENT OF LABOUR. (26 x CLEANERS AND 1 x SUPERVISOR)					
SALARY / UIF / COMPENSATION FUND / PROVIDENT FUND (CLEANERS)		URBAN					
		RURAL					
TOTAL LABOUR		R.....					



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Labour Overheads for AD-Hoc Cleaner

BREAKDOWN OF COST	STAFF COMPLEMENT	HOURLY RATE	DAILY	MONTHLY	NO. CLEANERS	TOTAL
2	LABOUR					
		BIDDERS ARE EXPECTED TO PAY THEIR EMPLOYEES A SALARY NOT LESS THAN THE MINIMUM WAGE PER HOUR DETERMINED BY THE DEPARTMENT OF LABOUR. (2 X CLEANERS)				
SALARY / UIF / COMPENSATION FUND / PROVIDENT FUND (CLEANERS)	URBAN					
	RURAL					
TOTAL LABOUR	R.....					

3	OVERHEADS	YEAR 1	YEAR 2	YEAR 3
TOTAL OVERHEADS (VAT. Inclusive)			R.....	

4	DEEP CLEANING	YEAR 1	YEAR 2	YEAR 3
	ABLUTION FACILITIES (MONTHLY)			
	CARPET (QUARTERLY)			
TOTAL DEEP CLEANING (VAT. Inclusive)			R.....	



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ITEM	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL YEAR 3
HYGIENE EQUIPMENT SUPPLY AND INSTALLATION			
CONSUMABLES			
LABOUR (OVERHEADS INCLUDING AD-HOC)			
DEEP CLEANING			
TOTAL			
TOTAL BID OFFER PRICE (YEAR 1+YEAR 2+YEAR 3) (VAT. Inclusive)	R.....		

5. ADDITIONAL INFORMATION

- 5.1. IPID reserves the right to screen and vet shortlisted service providers before appointment.
- 5.2. IPID reserves the right to call for a presentation, if necessary, from short-listed bidders at their own cost before final selection.
- 5.3. IPID reserves the right to verify any information provided regarding this tender.
- 5.4. The successful bidder must provide a Health and Safety File for building within 10 working days after the appointment. See attached Table A.
- 5.5. Security Requirements: -
 - o All service provider's employees placed on-site must undergo security screening and therefore provide copies of identity documents (ID); and,



- All service provider's employees on-site must adhere to all applicable IPID regulations (e.g. security, building regulations and OHSA).

6. LIABILITY

- 6.1. The preferred service provider will be liable for all damages or loss suffered by the Department because of the preferred service provider's own negligence or his/her employee's negligence in the execution of the preferred service provider's responsibilities.
- 6.2. The Department and its employees are indemnified by the preferred service provider against all losses or damages (including any liability, compensation, legal expenses etc.,) following from: -
 - a. Loss of life or injuries which might be sustained by the preferred service provider's cleaner during the execution of the responsibilities.
 - b. Damage to or loss of any equipment or property of the preferred service provider during the execution of its responsibilities.
- 6.3. Any claims, which might arise, from omission, or acts committed, by the preferred service provider's cleaner against third persons (and /or their dependents) whilst such cleaner was on duty.

7. PAYMENTS

- 7.1. The Department will not make upfront payments to a successful service provider. Payment will only be made after the service has been rendered as agreed by both parties.

8. PENALTIES

- 8.1. If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within ten (10) days to remedy such errors at no cost to the IPID.



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- 8.2. IPID reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work.
- 8.3. IPID shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 8.4. Penalties and deduction

Service Level	Consequences
95% to 100%	None (Service level met)
90% to 94.9%	None (Service below par, subject to monthly review)
80% to 89.9%	1% total invoice reduction
70% to 79.9%	5% total invoice reduction
60% to 69.9%	20% total invoice reduction
50% to 59.9%	50% total reduction
<50%	100% total invoice reduction and breach of contract

Priority Definitions	
1	Matters giving rise to immediate health and safety or security risk
2	Matters that prevent or severely inhibit the client from conducting normal operations
3	Matters that have a detrimental effect on the beneficial occupation of the facilities
4	Matters that relate only to the on-going provision of an acceptable standard or accommodation
5	Minor matters of a routine nature



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Service Levels			
Service Element	Performance Standard	Priority Level	Target
Provide comprehensive Hygiene and Cleaning services, complying with all the relevant legislative requirements as well as all relevant IPID policies, that the buildings are kept occupationally safe, healthy and benefit a conducive working environment.	Failure to comply with legislation and IPID with regard to providing a comprehensive service	2	100%
Adhere and review, if necessary, the schedule and operational methodology for the service that will be operated in line with industrial best practice	Failure to provide schedule and methodology	3	100%
Manage the hazardous waste disposal services for all waste following legislative requirements.	Failure to provide the disposal certificate.	1	100%
Place on site an OHS management file containing amongst others, company details and other requirements in accordance with OHSA regulations attached.	Failure to provide a detailed site Health & Safety file.	3	100%
Provide a comprehensive Hygiene and Cleaning programme.	Failure to provide a comprehensive Hygiene and Cleaning Programme.	2	100%



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Provided a rapid response to chemical spillages and mechanisms of dealing with it in any given situation.	Failure to provide rapid and comprehensive service to situations that include chemical spillages within an hour of notification.	2	100%
Manage all aspects of the provision of hygiene services and provide a constant supply on consumable items within the toilet facilities.	Failure to replenish consumables within the toilet facilities in manner and frequency, which always ensures the availability of consumables at the point of use.	1	100%
Use only environmentally friendly chemicals that have no secondary effect on the environment.	Failure to use only environmentally friendly chemicals.	3	100%

9. THE FOLLOWING MUST BE NOTED BY PROSPECTIVE SERVICE PROVIDERS:

9.1	Minimum Wages
	It is expected that the service provider shall pay his/her employees at least the minimum monthly basic wage, as prescribed by the Labour Relations Act, 1995 (Act No.66 of 1995). The wages must be in line with the promulgation by the Minister of Labour.
9.2	Assumption of Duty
	a) The successful service provider and his/her cleaners will be security screened by SSA prior to the commencement of the contract. Copies of ID documents as well as contact numbers of the Directors must be included in the Bid document b) Service providers shall be expected to assume duty once all the process have been concluded and on the date agreed upon.



9.3	Price Escalation Fees
	a) Escalation fees will be effected on every anniversary and in accordance with the CPI rate. b) For price verification purposes bidders need to add an estimated annual increase for salary adjustments (sectoral increases for year 2 and 3). Bidders need to take note that at the time of annual adjustment the Service Provider must submit the actual sectorial percentage which may adjust the salary up or down.
9.4	General requirements for cleaning and hygiene personnel
	a) At all times Cleaning and Hygiene Services Personnel must be present and acceptable image and appearance which includes amongst others, grooming and others, grooming and other requirements; and b) The Manager, Supervisor, cleaning and hygiene service personnel must always present a dedicated attitude. c) The contactors' personnel must always refrain from littering and keep the grounds/building/work area occupied by them clean, hygiene and neat. d) Under no circumstances will any Service personnel be allowed to trade on the premises. e) The contractor shall not erect or display any sign, printed matter, painting; nameplates, advertisement and article or object of any nature whatsoever, in or to the Department's buildings or sites or any part thereof without written consent. The contractor shall not publicly display at any site any article or object which might be regarded as objectionable or undesirable; and f) Any sign, printed matter, painting, nameplates, advertisements, article or object displayed without written consent, or which is regarded as objectionable, or undesirable will be removed. The service provider shall be held responsible for the costs of such removal.



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9.5	Uniform, Personal Protective Equipment, Identification and Documents
	a) The contractor shall ensure that, at the commencement of the contract, all cleaning and hygiene service personnel are deployed in complete uniform. The uniform for the cleaning and hygiene service shall be according to industry standards. Non-compliant personnel will be denied access to IPID premises. b) All cleaners are required to be supplied with personal protective clothing including steel toe capped safety shoes, gloves, mask, goggles and disposal apron. c) Service providers must keep proper OHS files as well as appropriate documents of all personnel, who are employed for rendering the service to the IPID. These documents must be available for inspection by representative of IPID. See OHS Specifications attached. d) The appropriate documents shall include, inter alia, the following: academic qualifications, training certificates and medical certificates.
9.6	Contact with Departmental Representative
	a) The contractor shall furnish a monthly and quarterly report of the cleaning services, problems, etc. which transpired in the previous month to the IPID Auxiliary Services.

10. COMPULSORY INFORMATION SESSION

- 10.1. Compulsory briefing session will be held at the IPID National Office, 473 Stanza Bopape Street, Arcadia, Pretoria, 0083.
- 10.2. Completed and signed Briefing Session Certificate must be attached to the bid at the closing date and time.
- 10.3. Failure to attach proof of Briefing Session Certificate will lead to a disqualification.



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11. ENQUIRIES (For More Information Please Contact):

Technical Enquiries

Mr. Kgosi Mpadisang

Dir. Security and Facilities Management

012 399 0208

Imatshale@ipid.gov.za

SCM Enquiries

Mr. T.F Nteo

DD: SCM

012 399 0103

tenders@ipid.gov.za



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OHS SAFETY FILE SPECIFICATIONS:

CHECKLIST CONTENTS OF HEALTH AND FILE APPROVAL FOR CONTRACTED COMPANIES

Doc No. SHEQ – 003 Rev 3

NO	FILE CONTENTS	REMARKS
	Company Occupational Health and Safety Policy	
	Legal Appointed Letters as per regulations-OHS Act	
	COIDA - Letter of Good Standing	
	Bargaining Council Certificate	
1.	- The company must be registered with the Department of Environmental Affairs as a Hazardous Waste Generator with the South African Waste Information System (SAWIC) and National Environmental Waste Management, Waste Act 2009 or have an agreement with a waste company– Attach SAWIC Certification - Proof thereof, a valid copy of SLA agreement with waste disposal company must be attached	Removal of Hazardous Sanitary Waste
	Safety Plan, Quality Plan, Environment. Plan, Risk Plan.	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.



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NO	FILE CONTENTS	REMARKS
		An occupational safety and health management plan sections that cover topics such as: • Commitment and policy, • Legislative requirements, • Communication and Consultation, • Training, • Personal Protective Equipment • Dining and change room facilities • Storage of chemicals • Waste management (Hazardous) • 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 cleaning, and hygiene work specific.
2.	• Risk Assessment	• 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.



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NO	FILE CONTENTS	REMARKS
3.	Company Injury on Duty Policy	- 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.
	37.2 Agreement	IPID Internal
	First Aiders Appointment with valid certification	- Training Done - Appointment letter with signature of acceptance of trained employee
	Inspection Registers	- Ladders- do not leave blank - Hand Tools – do not leave blank - Equipment List - Quantities - All inspection registers must be completed appropriately
	P.P.E. Issue Register	PPE – do not leave blank. Fill in for team allocated to offices and number of logo uniforms, gloves, masks, Aprons, safety shoes/boots, hair nets, etc.
	Toolbox Talks, Safety signs and Safety awareness	Toolbox talks related cleaning and hygiene E.g. PPE to be used, waste removal



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NO	FILE CONTENTS	REMARKS
	- Accident / Incident Report - General Administrative Regulation 9(3) – Annexure	
	Medical Certificates – Fitness for duty Annexure 3	- Medicals undertaken must include: - 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.
	- Fall Protection Plan and Rescue Plan - Fall Protection Certificates	For all height work above 2m that will be undertaken by employees from the company
	Certified copies of ID's of all employees on site including relief staff	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.
	Housekeeping policy: during and after contracting	To ensure that the cleanliness and hygiene of the spaces provided to the staff are kept in a good condition

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	IPID02/2025/26	CLOSING DATE:	20 October 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE CLEANING AND HYGIENE SERVICES FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE AT NATIONAL, PROVINCIAL AND DISTRICT OFFICES FOR A PERIOD OF THIRTY SIX (36) MONTHS				
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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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.: IPID02/2025/26

CLOSING TIME 11:00

CLOSING DATE: 20 October 2025

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE CLEANING AND HYGIENE SERVICES FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE AT NATIONAL, PROVINCIAL AND DISTRICT OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS		

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.....

.....

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R.....

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R.....

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R.....

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R.....

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

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

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R.....

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R.....

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R.....

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.....

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 80/20 system for requirements with a Rand value of up to 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 80/20 preference point system.
- b) The 80/20 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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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		8		
Enterprises with ownership of 51% or more by person/s who are Women		8		
Enterprises with ownership of 51% or more by person/s who are Youth		2		
Enterprises with ownership of 51% or more by person/s with Disability		2		
TOTAL		20		

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: 20.....

ADDRESS:
.....
.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

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

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| | 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. |
| | 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| | 16.4 Payment will be made in Rand unless otherwise stipulated in SCC. |
| 17. Prices | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract amendments | 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| | 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| | 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
| | 21.4 The right is reserved to procure outside of the contract small quantities |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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