independent police investigative directorate

Department
Independent Police Investigative Directorate
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCES

TENDER NUMBER: IPID04/2024/2025

FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY (GUARDING) SERVICES; ALARM MONITORING; ARMED RESPONSE; AD-HOC CLOSE PROTECTION OF THE EXECUTIVE DIRECTOR AND PROTECTION OF PERSONNEL FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE (IPID) IN ALL NINE (9) PROVINCES AND NATIONAL OFFICE FOR A PERIOD OF 36 MONTHS (3) YEARS

CLOSING DATE: 04 OCTOBER 2024

VALIDITY PERIOD: 120 DAYS

- **All bid documents shall be marked IPID04/2024/2025 and delivered to:**

Independent Police Investigative Directorate
Reception: Ground Floor
Benstra Building
473B Stanza Bopape Street
Arcadia
Pretoria

Briefing session will be held as follows: -

OFFICE	DATE	ADDRESS	TIME
IPID Boardroom	25 September 2024	Benstra Building 473B Stanza Bopape Street Arcadia Pretoria,0001	10:00 – 13:00

Attendance of the briefing session will be compulsory

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

1. BACKGORUND

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

2. DURATION OF TENDER

IPID wishes to appoint one security service provider for the provision of physical security (guarding); alarm (including installation) monitoring and armed response; Ad-hoc close protection for the Executive Director and Protection Service for IPID personnel for a period of three (03) years to all thirteen (13) IPID offices nationally.

3. SERVICE REQUIREMENTS

3.1 Operational Conditions

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

- Head Office in Pretoria
- Gauteng (Johanessburg) Office
- Eastern Cape Provincial Office
- Kwazulu Natal Provincial Office
- Limpopo Provincial Office
- Limpopo Provincial Office (Thohoyandou)
- Mpumalanga Provincial Office
- Mpumalanga District Office (Witbank)
- Northern Cape Provicial Office

- Western Cape Provincial Office
- Western Cape District Office (George)
- North West Provincial Office
- Free State Provincial Office

(b) The service provider must be able to provide Guarding Services **AND** Alarm Monitoring & Armed response at the Gauteng, North West and Free State Provincial Office (Free State New Installation);

(c) The Service Provider must be able to provide Close Protection Services to IPID Executive Director;

(d) The Service Provider must be able to provide protection services to IPID employees on requirement basis.

(e) Service provider must be able to provide scouting and escorting services to IPID personnel as and when required within 15 minutes as recommended by the South African Intruder Detection Services Association (**SAIDSA**).

(f) The company must have the capacity to provide Push-To-Talk radios as and when required to personnel that will require such service.

1.2.3 IPID 13 Sites

PROVINCE	STREET ADDRESS	TOWN
IPID National Office / Gauteng District office	Benstra Building, 473B Stanza Bopape Street, Arcadia	Pretoria
Eastern Cape Provincial Office	Waverley Office Park, No.3-33 Phillip Frame Road.	East London
Free State Provincial Office	15 Cnr. Andrew & West Burger Street	Bloemfontein
Gauteng Provincial Office	7th and 8th Floor ,20 Albert Street, Braamfisher Towers, Marshalltown	Johannesburg
KZN Provincial Office	22 Dorothy Nyembe Street, Marine Building	Durban
Limpopo Provincial Office	78 Hans Van Rensburg Str, Old Mutual Building	Polokwane
Limpopo District Office	Khoroni Street, 2010 centre, D18 Ground floor	Thohoyandou
Mpumalanga Provincial Office	27 Brown Street, Permanent Building	Nelspruit
Mpumalanga District Office	Ground Floor, Garry Mann Building, Athlone Street	Witbank
North West Provincial Office	No.1 Station Road, Molopo Shopping Centre	Mafikeng
Northern Cape Provincial Office	99 Phakamile Mabija Road,	Kimberly
Western Cape Provincial Office	Cnr. Petrusa & Mazzur Street, Fintrust Building	Bellville

Western Cape District Office	Cnr. York & Langenhoven Street, Nedbank Building	George

1.3 SERVICE SITES AND SCOPE OF WORK

1.3.1 DETAILED SPECIFICATION:GUARDING SERVICES

SPECIFICATIONS

1.3.1.1 IPID NATIONAL OFFICE

(a) Pretoria: IPID National Head Office

Benstra Building
473B Stanza Bopape street
Arcadia
Pretoria
0001

(Area 1 as per Sectoral Determination)

24 HOURS GUARDING SERVICES: Total number of required security officers = 15

(b)

Shifts		**No of Security Officers required per shift**	**Gender**		**Armed Officers per shift**	**PSIRA Grades**
Mondays to Sundays including public holidays			**Female**	**Male**		
Day (Mon- Fri)	06H00 - 18H00	10	4	6	3	C
Night	18H00 – 06H00	5	2	3	3	C
Saturday/ Sundays & public holidays	06H00- 18H00 & 18H00 – 06H00	5	2	3	3	C

1.3.1.2 EASTERN CAPE PROVINCIAL OFFICE

(a) Provincial Office: 3-33 Waverley Office Park
Phillip Frame Road
Chiselhurst
East London
5200

(Area 2 as per Sectoral Determination)

24 HOURS GUARDING SERVICES: Total number of required security officers: 6

(b)

Shifts		**Gender**		

Mondays to Sundays including public holidays		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
			Female	Male		
Day	06H00-18H00	3	1	2	2	C
Night	18H00-06H00	3	1	2	2	C

1.3.1.3 FREE STATE PROVINCIAL OFFICE

(a) **Provincial office: 15 Cnr. St Andrews and West Burger Street**
Ground Floor
Standard Bank House
Bloemfontein
9301

(Area 2 as per Sectoral Determination)

12 HOURS GUARDING SERVICES

Total number of required security officers for guarding = 2

(b)

Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
Mondays to Sundays including public holidays			Female	Male		
Day	06H00-18H00	2	1	1	1	C
Night, public holidays and weekends	Installation of new alarm, monitoring and armed response					

1.3.1.4 GAUTENG PROVINCIAL OFFICE

(a) **Provincial Office: 7th& 8th floor Braamfisher Towers**
20 Albert Street
Marshalltown
Johannesburg
2000

(Area 1 as per Sectoral Determination)

12 HOURS GUARDING SERVICES: Total number of required security officers = 3

(b)

Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
Mondays to Fridays only			Female	Male		
Day	06H00-18H00	3	1	2	1	C
Night, public holidays and weekends	Alarm monitoring and armed response					

1.3.1.5 KWAZULU NATAL PROVINCIAL OFFICE

(a) **Provincial Office: 3rd Floor Marine Building**
22 Dorothy Nyembe Street
Durban
4000

(Area 1 as per Sectoral Determination)

24 HOURS GUARDING SERVICES: Total number of required security officers = 4

(b)

Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
Mondays to Sundays including public holidays			Female	Male		
Day	06H00-18H00	2	1	1	1	C
Night	18H00-06H00	2	1	1	1	C

1.3.1.6 LIMPOPO PROVINCIAL OFFICE

(a) **Provincial Office: 78 Hans Van Rensburg Street**
Old Mutual Building
Polokwane
0700

(Area 3 as per Sectoral Determination)

24 HOURS GUARDING SERVICES: Total number of required security officers = 4

(b)

Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
Mondays to Sundays including public holidays			Female	Male		
Day	06H00-18H00	2	1	1	1	C
Night	18H00-06H00	2	1	1	1	C

(c) **Limpopo District Office: Khoroni Street**
2010 Centre
Thohoyandou
0950

(Area 3 as per Sectoral Determination)

24 HOURS GUARDING SERVICES: Total number of required security officers = 4

(d)

Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
Mondays to Sundays including public holidays			Female	Male		
Day	06H00-18H00	2	1	1	1	C

	Night	18H00-06H00	2	1	1	1	C

1.3.1.7 MPUMALANGA PROVINCIAL OFFICE

(a) **Provincial Office: 1st Floor Permanent Building**
27 Brown Street
Nelspruit
1200

(Area 3 as per Sectoral Determination)

24 HOURS GUARDING SERVICES: Total number of required security officers = 6

(b)

Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
Mondays to Sundays including public holidays			Female	Male		
Day	06H00-18H00	3	1	2	1	C
Night	18H00-06H00	3	1	2	1	C

(c) **Mpumalanga District Office: Ground Floor**
Garryman Building
Athlone Street
Witbank
1035

(Area 3 as per Sectoral Determination)

24 HOURS GUARDING SERVICES: Total number of required security officers = 6

(d)

Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
Mondays to Sundays including public holidays			Female	Male		
Day	06H00-18H00	3	1	2	1	C
Night	18H00-06H00	3	1	2	1	C

1.3.1.8

NORTH WEST PROVINCIAL OFFICE

(a) **Provincial Office: No 01 Station Road**
Molopo Shopping Centre
Mahikeng
2745

(Area 3 as per Sectoral Determination)

12 HOURS GUARDING SERVICES

Total security officers required for guarding services = 4

(b)

Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
Mondays to Fridays only Alarm monitoring and armed response at night, public holidays and weekends			**Female**	**Male**		
Day	06H00 -18H00	2	1	1	1	C
Night, public holidays, and weekends	Alarm monitoring and armed response					

1.3.1.9

NORTHERN CAPE PROVINCIAL OFFICE

(a)

Provincial Office: 99 Phakamile Mabija Road
Kimberly
0082

(Area 3 as per Sectoral Determination)

24 HOURS GUARDING SERVICES: Total number of required security officers = 5

(b)

Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
Mondays to Sundays including public holidays			**Female**	**Male**		
Day	06H00-18H00	3	1	2	2	C
Night	18H00-06H00	2	1	1	1	C

1.3.1.10

WESTERN CAPE PROVINCIAL OFFICE

(a)

Provincial Office: Fintrust Building
1st Floor
Cnr Petrusa and Mazzur street
Bellville
7530

(Area 1 as per Sectoral Determination)

24 HOURS GUARDING SERVICES: Total number of required security officers = 6

(b)

Shifts		No of Security Officers required per shift	Gender		Armed Officers per shift	PSIRA Grades
Mondays to Sundays including public holidays			**Female**	**Male**		
Day	06H00-18H00	3	1	2	1	C
Night	18H00-06H00	3	1	2	1	C

(c) **Western Cape District Office: Nedbank Building**

	Unit No 04 **Corner York & CJ Langenhoven Street** **George** **6529** **(Area 3 as per Sectoral Determination)** **24 HOURS GUARDING SERVICES: Total number of required security officers = 4**
(d)	

Shifts		**No of Security Officers required per shift**	**Gender**		**Armed Officers per shift**	**PSIRA Grades**
Mondays to Sundays including public holidays			**Female**	**Male**		
Day	06H00-18H00	2	1	1	1	C
Night	18H00-06H00	2	1	1	1	C

1.3.1.11	**Total number of required security officers: 65**

Security Duties: -

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

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

INSTALLATION OF ALARM IN FREE STATE PROVINCIAL OFFICE

a) Premier 168 Control Panel minimum of 8 zones and expandable to 168
b) Remote Expander (8XP)
c) LCDL Keypad
d) PIR – Capture Q20 Quad
e) Outdoor Detector
f) Transformer
g) 12V Battery

h) 15W Siren
i) Power Supply
j) Fixed Panic
k) Door Contact(s)
l) Cabling
m) And other material that will make the alarm to fully functional

NB: The Floor Plan of Free State IPID Office where the alarm will be installed will be shared with the bidders

1.3.2 DETAILED SPECIFICATION: CLOSE PROTECTION OF EXECUTIVE DIRECTOR

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

1.3.2.1 Personal qualities and skills of the protectors

The Protectors must be able to: -

a. Pay close attention to details
b. Be observant and good at the assessment of risks and danger facing the Executive Director;
c. Be resourceful, keep calm under pressure, acting quickly and decisively to the imminent dangers
d. Be physically fit
e. Neat presentation and sober habits
f. Use his/ her initiative
g. Be able to provide emergency first aid where necessary
h. Have the ability to use verbal and written communication skills effectively
i. Respect the confidentiality of his/her client
j. Comprehend the laws that relate to the provision of the Close Protection Services.

1.3.2.2 The protectors should possess the following:

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

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

1.3.2.3 General Conditions with respect to physical attributes of the Protectors

a. Must be of the ages of between 25 and 40 years
b. Must not have any physical disabilities
c. Must be on a good level of fitness and well-being
d. Must be of good stature
e. Must be tough and have high level of endurance

1.3.3 PROTECTION OF IPID EMPLOYEES

Service Provider must have the capacity to provide protection of employees and the service must include the following: -

a. Guarding of the residence as and when the need arises
b. Escorting of IPID employees as and when need arise
c. Conducting of Threat and Risk Assessment with recommendation as and when the need arises and the provision of the Formal Report with recommendations to IPID.
d. Provision of scouting services and provision of a Formal Report with recommendations to IPID.
e. The Provision of a Guard House with bathroom upon urgent request by IPID.

1.3.4 PROVISION OF PUSH-TO-TALK RADIOS

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

a. Radio and sim card
b. Connection to the Bidder's Operational Command Centre

2. CONDITIONS

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

2.1.1 The Company or Close Corporation and every Director of the Company or members of the Close Corporation must be registered and have a valid certificate in terms of Private Security Industry Regulatory Act, 2001 (Act 56 of 2001) and be South African Citizens.

2.1.2 All security officers that the Service Provider will use to render the service to our sites, must be registered as a security officers and have a valid certificate in terms of Private Security Industry Regulatory Act, 2001 (Act 56 of 2001) and be in a possession of at least the minimum of Grade "C" PSIRA Certificate.

NB: The PSIRA certificate must indicate an expiry date.

It is the responsibility of the Service Provider to ensure that security officers employed meet the minimum requirements with regards to accreditation, training and qualifications.

2.1.3 Copies of registration certificate must be attached: -

a. Valid certified copy of the company PSIRA certificate and all PSIRA certificates for all company Director(s), that indicates the expiry date
b. Valid certified copy of registration with COIDA (Compensation for Occupational Injuries and Diseases Act);
c. Valid certified copy of a Provident Fund;

d. Valid certified copy of an Unemployment Insurance Fund (UIF);
e. Valid certified copies of Firearm Licenses (a minimum of 16 firearm licenses) for the company/Director of the company;

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

2.1.4 Security background checks / screening in respect of the Service Provider and the Director(s) and security officer(s) shall be conducted and they will be required to sign the Oath of Secrecy upon assumption of duty. Therefore, the appointment of the Service Provider will be done subject to positive background checks.

2.1.5 The Company or Close Corporation must at least have a minimum of ten (10) years' experience in the rendering of security services.

2.1.6 To support the above, the Service Provider is required to submit at least five (5) Testimonials / Reference Letter(s) as proof that they have successfully performed and executed similar security services.

Testimonials or Reference Letter/s must include all the details for verification purposes as depicted as per 2.1.7. below.

2.1.7 Please hereby complete the below mandatory table:

(**Attach separate sheet with all details as requested, mention all previous and current contracts**).

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

NB: The company or close corporation must have National Foot Print in the provision of security services.

2.2 SECURITY OFFICERS

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

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

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

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

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

2.3 SECURITY TRAINING

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

2.3.2 Operational security officers that the Service Provider provides to render security services shall at least have a minimum of Standard 8 or Grade 10 School Qualifications.

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

2.3.5 It is a requirement that the Service Provider provide at least one security officer per shift who is trained on the Basic First Aid and Fire-Fighting (Level 1) per shift.

If not trained the Service Provider must ensure training occurs within the first six (6) months of appointment and to provide proof thereof to Security Management.

2.3.6 Service Provider must provide "The Safety File" to Security Management within the first month after appointment and assumption of duties at all IPID sites.

2.4 SUPERVISION AND EMERGENCY RESPONSE

2.4.1 The preferred bidders must have a well-equipped 24-hour Control Room within a 50 kilometer radius from the IPID offices to respond to emergencies.

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

2.4.3 The Service Provider must have a dedicated vehicle to IPID to appropriately respond to the department emergencies.

2.5 MINIMUM WAGES

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

2.6 BID PRICE

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

2.6.2 The Service Provider must show the breakdown for all categories of services listed below.
All cost to include VAT.
*** - Demonstrate the Sectorial Determination being taken into account.**

Total Bid price for IPID R _____ per month					
Total Bid price for IPID R _____ over 36 months					
Pricing Schedule for Physical Security Services (All cost to include VAT)					
National Office / District Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Eastern Cape Provincial Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Free State Provincial Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Gauteng Provincial Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
KZN Provincial Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Limpopo Provincial Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Limpopo District Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Mpumalanga Provincial Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months

Mpumalanga District Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
North West Provincial Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Northern Cape Provincial Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Western Cape Provincial Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Western Cape District Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Pricing Schedule for Alarm Monitoring (All cost to include VAT)					
North West Provincial Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Free State Provincial Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Free State Provincial Office only: Installation of New Alarm System (Once off)	R_____ (Once Off)				
Gauteng Provincial Office	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months

Pricing Schedule for Ad-hoc Close Protection Services (All cost to include VAT)					
Executive Director	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
Protection Service: Per Official	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months

	Pricing Schedule for Ad-hoc Services and once off installations (All cost to include VAT)				
Provision of Push-Talk radio with Sim Card connection that is connected to Company Operational Command Centre	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months
High Performance Vehicle (SUV) (Only when required)	R_____ per month	R _____ over Annum 1	R _____ over Annum 2	R _____ over Annum 3	R _____ over 36 months

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

NB: The price that is going to be evaluated is the total bid price and it must be **VAT** inclusive.

2.7 ASSUMPTION OF DUTY

2.7.1 Service Provider must be in a position to assume duty a month after acceptance of the contract.

2.8 PARTICULARS OF COMPANY/CLOSE CORPORATION

2.8.1 The Service Provider must be registered as a Company or Close Corporation and a copy of the registration certificate must be attached as proof thereof.

NB: Failure to comply with the above 2.8.1 will invalidate the bid

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

2.9.1 Address where the headquarters are situated.

2.9.2 Indicate whether they have offices within a 50km radius in all nine (9) provinces from IPID offices where services are to be rendered.

2.9.3 A recent letter from the registered Accountant confirming the financial good standing of the Company for last two years.

2.9.4 A Contingency Plan to provide for but not limited to strike actions, life threatening situations and unforeseen circumstances, for example, natural disasters.

2.10 PROVISION OF PERSONNEL DURING CRISIS SITUATIONS

2.10.1 The preferred bidders must undertake to provide a certain and reasonable number of security officers as and when the need arises for the rendering of services during any unforeseen or emergency situation.

2.11 SECURITY SERVICES

2.11.1 The quality of the security services to be rendered, must be in accordance with the acceptable security standard and minimum requirements set by PSIRA /IPID.

2.11.2 All possible steps shall be taken by the Service Provider to ensure that the contract and intended execution of this BID will take place. These steps include, inter alia, the following: -

a. The protection of the State **officials** against injuries, death or any other offences, including offences referred to in Schedule 1 (one) of the Criminal Procedure Act, 1977 (Act 51 of 1977) as amended.

b. The protection of State **property** at all IPID sites against theft and vandalism.

c. The protection of State **information** at the intended sites.

2.12 SECURITY PERSONNEL

2.12.1 Security officers must be able to speak, read and write in English and at least be able to communicate in two (2) other official languages.

2.12.2 Security officers must not be younger than 18 years of age.

2.12.3 Security officers should not have been found guilty of any offences specified in the Schedule of Offences as stipulated under the PSIRA.

2.12.4 The security officers to be provided to render the services, must at least have one (1) year security experience.

2.12.5 All armed security officers must comply with the Firearms Controls Act of 2000. Copies of Competency Certificates and annual evaluations must be submitted to the Security Manager at IPID National Office. Any member who does not meet the requirements of Firearms Control Act of 2000 must not be allowed to carry a firearm.

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

2.13 CONFIDENTIALITY AGREEMENT (DECLARATION OF SECRECY)

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

2.14 GENERAL CONDUCT OF SECURITY OFFICERS

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

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

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

2.14.4 The Service Provider or its security officers must not furnish any information concerning State activities to the public or the media.

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

2.15 UNIFORM AND IDENTIFICATION

2.15.1 The Service Provider undertakes to ensure that each member of his/her security officers will at all times, when on duty, be fully equipped in respect of:

a. A neat and clearly identifiable uniform of the company, including raincoats.

b. For security officer performing duties at duty points where specific identification is required, the Service Provider will issue reflective "vests or bibs" which must be worn by security officers whilst on duty at the said duty points.

c. A valid PSIRA identification card with the member`s photo, identification and registration information, or company access card with a photo, identification and PSIRA number must be worn visibly on his/her person at all times.

NB. Deviations to the wearing of uniform and identification requirements should be communicated within 24 hours to Security Management at Head Office or Security Coordinators in Provinces.

2.16 SECURITY AIDS

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

a. Number of batons must be equal to number of security officers on site.
b. Number of handcuffs equal to number of security officers on site.
c. Pocket books for all security officers.

d. Pens for all security officers.
e. 1 x Base Radio linked to the Control Room

Hand-Held Two-Way Radios

a. Five (5) Hand-Held two-way radios with chargers for National Office.
b. Two (2) Hand-Held radios with chargers for Provincial and District Offices.

Hand-Held Metal Detectors

a. Hand-Held Metal detectors: 1 x Per Provincial Office.
b. Three (03) x Hand-Held Metal Detectors for the National Office

Firearm / Hand-Gun

a. Three (03) x Firearms for the National Office.
b. Firearms for Provincial and District Offices must be in accordance with the specification provided.

NB: The firearms must be **9mm pistol** with a **15** round magazine capacity and 15 rounds.

Torches

a. Two (02) x Torches per Provincial Offices
b. Two (02) x Torches per District Offices
c. Five (05) x Torches for National Office.

2.17 REGISTERS TO BE UTILIZED AND MAINTAINED

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

2.18 OCCURRENCE BOOK – PURPOSE

2.18.1 To keep record of all incidents, occurrences or observations made by the security officers whilst on duty.

2.18.2 Compulsory Entries: All listed routine procedures such as patrols undertaken; handing over of shifts; mentioning the procedures followed, by whom and the time of commencement and completion. These entries must always be made clearly, legibly, and in black ink.

2.18.3 All occurrences/events, however important, slight or unusual with reference to the correct time and relevant actions taken.

2.18.4 All security officers' activities – especially deviations in respect of the duty list – indicating particulars of the officers and relevant times.

2.18.5 The unlocking/locking of main access doors/gates, indicating the time and the name of person who locked or unlocked.

2.18.6 The handing over of shifts, mentioning all names of all shifts officers and accompanying equipment and aids. In this case personnel taking over as well as personnel handing-over must co-sign the entries.

2.18.7 All site visits made by the preferred bidder's Supervisor, Management and IPID Management must be transacted or done in RED ink.

2.18.8 Under no circumstances may an entry in the Occurrence Register be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed at the side.

2.18.9 Perusal of the Occurrence Book: After handing-over of the shifts, the person who is taking over the shift must make an entry confirming that he/she has read the Occurrence Book in order to acquaint himself/herself with events that occurred during the previous shift.

2.18.10 The Directorate Security Manager or any of the delegated official, if it so wishes at any time has the right to peruse the private bidder 's Security Registers and update IPID related registers.

2.19 SHIFT ROSTER

2.19.1 To indicate the number of days, hours of work and names of security officers who are or will be on duty over a specific month or period.

2.19.2 Drafting of shift roster: Daily, weekly or monthly shift rosters of all security officers must be drawn by the Service Provider and kept on site where the service is rendered.

2.19.3 Changes to the shift roster: Any changes to the shift roster shall be crossed out by a single line, initialed, dated and noted in the occurrence book.

2.19.4 Duty sheet-purpose: To ensure that all security officers on duty are familiar with their duties as required by the contract.

2.19.5 The Service Provider must have a fully expounded duty sheet available at each duty point of the site.

2.20 TWO-WAY RADIOS / HAND-HELD RADIOS

2.20.1 To ensure that there is immediate communication between the various duty points on the site and the Control Room.

2.20.2 Radios must be serviceable at all times and be issued to the security officer patrolling the site for immediate communication with the Base Station and Control Room, Armed Response Vehicles or with other security officers.

2.21 LOST ITEMS

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

2.22 DELIVERIES

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

2.23 LABOUR UNREST / PICKETING

2.23.1 Security is an essential service, therefore, security officers shall not take part in any strike or picketing organized by IPID employees.

2.23.2 Should services be interrupted as a result of any form of labour unrest, dispute, civilian disorder, a local or national disaster or any cause beyond the control of the preferred bidder, the parties must come to an agreement on methods to ensure the continuation of the security services.

2.24 RECORDS TO BE KEPT AT THE PREFERRED BIDDER'S HEAD OFFICE

2.24.1 The Service Provider must keep relevant files related to the bid/contract as well as all appropriate documents of all security officers who are employed for rendering services to IPID and be available for inspection by IPID's representatives.

2.24.2 Documents shall include, inter alia, qualifications of security officers, medical certificates, PSIRA Certificates, Firearm related documentations, proof of registration with provident fund, VIP Training Certificate, First Aid Training Certificates for protectors, etc.

2.25 CONTACT WITH DEPARTMENTAL EMPLOYEES

2.25.1 The supervisor must immediately report any abnormal and or noteworthy incidents to the IPID Security Management.

2.25.2 A meeting where formal discussions can be held between IPID and the preferred bidder's supervisor/manager or the Service Provider must be held at least quarterly or as and when required. IPID must keep minutes of such meetings.

2.26 MAXIMUM SHIFT HOURS

2.26.1 All security officers must work in line with Sectoral Determination. No security officer must be allowed to work a shift longer than twelve (12) continuous hours.

2.27 INSPECTIONS

2.27.1 The Official referred to in 2.4.3., shall conduct periodic After-Hour Supervisory Inspections on premises where the bidder is deployed to provide security services.

2.27.2 IPID has the right to inspect the service rendered by the Service Provider at any time. This is done in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specifications.

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

2.27.4 IPID will not be held liable for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.

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

2.28 LIABILITY

2.28.1 Damages and losses

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

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

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

(b) Damage to or destruction of any equipment.

2.29 DEPARTMENTAL EQUIPMENT

2.29.1 The Service Provider may not, unless otherwise specified, make use of any of the IPID's equipment, aids and/or property, for purposes of compliance with the conditions of the contract.

2.29.2 All keys required to obtain access to those parts of the site where services is to be rendered according to the condition of the contract, will be provided.

2.30 PRO-RATA DECREASE OF PAYMENT OR PENALTIES

2.30.1 If at any specific time the service required is not rendered in accordance with the conditions of the contract or the specifications, the IPID Security Directorate has the right to penalize the bidder and adjust payment pro-rata accordingly.

2.31 TERMINATION OF SERVICE / CONTRACT

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

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

2.31.3 The Service Provider must notify IPID immediately should any Director of the Company or any member of his/her security officers no longer meet the qualifications or conditions of the PSIRA.
In case of the security officer, the Service Provider must immediately remove such officer from the site and be replaced with another officer who meet the criteria of the tender specifications and the PSIRA Act.

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

2.32 ADDITIONAL REQUIREMENTS

2.32.1 All the IPID sites must be inspected at least daily by the Service Provider or his security officers.

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

2.33 REPORTING REQUIREMENTS

2.33.1 The Service Provider will report to the IPID Security Directorate's representative.

2.33.2 The Service Provider shall every month supply consolidated written report to the Security Manager at IPID Head Office on specific problems, suggestions, improved methods and work programs, tenant's complaints, remedial action and all other matters connected with this agreement.

2.33.3 IPID Security Management will hold quarterly meetings with the Service Provider with respect to the implementation and progress of the contract.

3. ALARM MONITORING AND ARMED RESPONSE

3.1. Alarm Monitoring and Armed Response

3.1.1 Alarm monitoring and armed response will be required in the IPID's Gauteng, North West and Free State Provincial offices.

NB: The above offices already has an alarm systems installed except for Free State Office that will require a new installation.

3.1.2 The Service Provider is expected to install a Radio Transmitter and connect to Telkom Network (Land Line) and link existing alarm system via Wide Area Network (WAN) with the preferred bidder's Control Room to enable the monitoring of alarm signal as per offices identified above.

3.1.3 **Below are the duties and responsibilities of the Service Provider as far as alarm monitoring and armed response is concerned: -**

a. Install a radio transmitter and connect to Telkom Network (Land Line) and link it via a Wide Area Network (WAN) with preferred bidder's control room;
b. Provide 24-Hour alarm monitoring and armed response in case of alarm activation at IPID offices;
c. The Service Provider must be able to respond within 05 to 15 minutes upon receipt of alarm signals;
d. The Service Provider must preferably be situated within 50 KM radius from the IPID's offices;
e. The Service Provider must train IPID officials on how to arm and disarm the alarm system;
f. The Service Provider should at least have 10 years' experience in the armed response services;
g. The Service Provider must ensure maintenance and functioning of the radio transmitter and WAN;
h. The Service Provider must ensure that there is a technician available on standby 24 hours in the event of malfunctioning of the alarm system.

3.2 PROCEDURE IN CASE OF ALARM ACTIVATION

3.2.1 Alarm activation during office hours

a. Control room shall immediately upon the activation of alarm enquire from IPID officials if there is an emergency;

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

3.2.2 Alarm activation after hours

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

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

a. Establish the authenticity of activation;
b. To identify the nature of the threat such as but not limited to hostage, burglary etc.

c. To prepare armed responses patrol officers or other emergency services for the threat and by forewarning them;
d. Provide for SMS alert services in case of power failure, low batteries, and communication test not received from the panel.

4 PAYMENTS

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

5	**EVALUATION CRITERIA**
5.1	In the awarding of the bid, the preferred bidders will be evaluated in three (03) phases.
5.1.1	**Phase one**: Mandatory requirements: - (a) Service Provider must: - • Be registered on the Central Supplier Database (CSD) indicating the supplier number (MAA...) o Proof of CSD full report must be attached. (b) Company profile (indicating the project proposal, total quality management, post operational plans, contingency plan, training plan) including contact

details, addresses, service offered by company, company pictures with security officers, combat and step out uniform and security equipment.

(c) SBD Forms must be fully completed and duly signed:

- SBD 1 - Invitation to Bid
- SBD 3.3 - Pricing schedule
- SBD 4 - Declaration of Interest
- SBD 6.1 - Preferential Procurement Regulations 2022

(d) Compulsory reference template as provided (refer to 2.1.7);
(e) Compulsory detailed pricing schedule as provided (refer to 2.6.2);
(f) CVs of all Directors;
(g) Valid certified copies of Identity Documents for all Directors of the company as they appear on the CSD / CIPC;
(h) Valid certified copies of PSIRA certificates of Directors;
(i) Valid firearm licenses in the name of the bidder / Directors
(j) Letter from Registered Accountant confirming the good financial standing of the Company for the last two (2) years.
(k) Valid certified copies of PSIRA certificates of the Company;
(l) Certificate of good standing of UIF (Unemployment Insurance Fund);
(m) Copy of insurance certificate or a letter of intention (quotation) for comprehensive Public Liability Insurance; of at least R10 million;
(n) Letter/certificate of good standing of COIDA (Compensation for Occupational Injuries and Diseases Act);
(o) Copy of Provident Fund Certificate in the name of the bidder

NB: Copies of certified copies will not be considered; neither is certified copies older than six (6) months

A bid that does not comply with the above requirements will be eliminated

6.1.2 **Phase two: Functionality**:

A: -

- The bids will be evaluated according to the Functional Criteria with the total points = **100**
- Any bidder who scores less than **70** out of **90** points on Technical functionality will not be considered for further evaluation.

FUNCTIONALITY CRITERIA

FUNCTIONALITY A = TECHNICAL

Sub criteria	Description	Scoring Guidance
a. **Ownership / leased Vehicles** **(9)**	**Evidence of ownership / leased vehicles** a. Proof of number of vehicles to render National Security Services and to be supported by vehicle licenses with current license disc, and in the name of the bidder/company.	No vehicles specified 1. 0 to 12 Vehicles = **0** 2. 13 and more Vehicles = **9**

	OR b. If vehicles are leased, there must be an agreement and proof attached.	
b. **Ownership of Firearms (10)**	a. Competency Firearm Certificate for the Company. (05) AND b. Proof for number of 9mm FIREARMS to render Security Services must be supported by corresponding Firearm Licenses (05)	1. The company did not attach the Firearm Competency Certificate for business purposes = **0** 2. Proof of valid Firearm Competency certificate for the Company = **05** **1.** Firearms serial number & licenses attached is less than **18 firearms** = **0** 2. **18** or more firearms serial numbers and licenses attached = **05**
c. **CAPACITY (25)**	**PROJECT PROPOSAL (05)** a. **Project proposal must outline the full scope and service requirements but not limited to: -** • Resources to carry out the task, • Outline all the phases and activities of the project; • Estimated timelines	• 5 = All 3 fully described in details • 3 = Only 2 described in details • 1 = 1 described details • 0 = Not described
	TOTAL QUALITY MANAGEMENT SYSTEM (TQMS) (05) b. Give a detailed description of your application of the Total Quality Management System to deliver the bid: - • **Planning** • **Control** • **Assurance** • **Improvement**	• 5 = All 4 fully described • 4 = Only 3 described • 3 = Only two described • 2 = Only 1 described • 0 = Not described
	POST OPERATIONAL PLANS (05) c. Detail the Post Operational Plan to ensure the continuous success of the execution of the	• 5 = All 4 fully described • 4 = Only 3 described • 3 = Only two described • 2 = Only 1 described • 0 = Not described

	36 months' contract including but not limited to the following: - • How will you define roles & responsibilities of staff; • How will you promote communications between your staff and clients; • How will you ensure accurate reporting in all respect of the daily security operations in all the sites; • How will you ensure proper performance of your staff in relation to the Terms of Reference;	
	CONTINGENCY PLAN (05) d. Contingency Plan that provides for but not limited to: - • Strikes, • Emergency situations, • Unforeseen circumstances, like natural disasters • Additional security officers as and when required;	• 5 = All 4 fully described • 4 = Only 3 described • 3 = Only two described • 2 = Only 1 described • 0 = Not described
	TRAINING PLANS (05) e. Detailed Training Plan for security officers to keep them abreast on the following: - • For First Aid • Firefighting, and • Regulation 21 (Refresher course for Firearm) • VIP Protection	• 5 = All 4 fully described • 4 = Only 3 described • 3 = Only two described • 2 = Only 1 described • 0 = Not described
EXPERIENCE **(20)**	The Service Provider is required to provide details of previously undertaken work relating to: - • Guarding, • Alarm monitoring and armed response, • Close protection or VIP protection services. • Brief description of the scope and scale of current and past projects	• 0 – 9 years = **0** • 10 – 12 years = 1**0** • 13 - 15 years = **15** • +16 years = **20**

	undertaken, including traceable references. • The Service Provider should attach compulsory table and, • Reference letters.	
NATIONAL FOOT PRINT (26)	Proof that the Service Provider has offices and render security services to the Provinces as provided in the TOR: - (Attach Lease Agreements / Title Deeds / Municipal Accounts) NB: 50km radius to be considered	• National Office (Pretoria) = 2 • Eastern Cape (East London) = 2 • Free State (Bloemfontein) = 2 • Gauteng (Johannesburg) = 2 • Kwa-Zulu Natal (Durban) = 2 • Limpopo (Polokwane) = 2 • Limpopo (Thohoyandou) = 2 • Mpumalanga (Nelspruit) = 2 • Mpumalanga (Witbank) = 2 • North West (Mahikeng) = 2 • Northern Cape (Kimberly) = 2 • Western Cape (Bellville) = 2 • Western Cape (George) = 2 **NB**: The Service Provider will receive scores in terms of the number of Provincial offices provided as per the IPID specifications.
FUNCTIONALITY B = SITE VISIT		
SITE VISIT (10)	**All bidders that score 70% and above on functionality will be considered for site visit.** 1. Availability of an office which must be an immovable structure (Proof of Ownership, Title Deed or Lease Agreement); 2. Response vehicles; 3. Functioning Base and Two-Way Radios and security equipment like Firearms, Handcuffs, Batons, Metal Detectors, Torch, Uniform, etc. 4. Immovable Control Room operating on a 24-hour basis; 5. Landline, Fax/e-Mails Back-up Power / Generator / UPS	• 2 Points • 2 Points • 2 Points • 2 Points • 2 Points

	(Uninterrupted Power Supply), CCTV Cameras, etc., particularly at the bidder's Control Room.	

N/B: Only shortlisted Service Providers will be evaluated in phase three (3) in terms of Price and Specific goals points

6.1.3 Phase three: Evaluation on Price and specific goals

Preferential Points

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

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

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

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

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

Where
Ps = Points scored for price of the bid under consideration
Pt = Rand value of the bid under consideration
P min = Rand value of lowest responsive bid

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

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

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.

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.

6.1.4 Scoring on specific goals.

a) The points scored by a bidder in respect of points indicated above will be added to the points scored for price;
b) Bidders are requested to complete the various preference claim forms in order to claim preference points;
c) Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for HDI status;
d) Total points scored will be rounded off to the nearest 2 decimals;

6.1.4.1 Proof to claim specific goals.

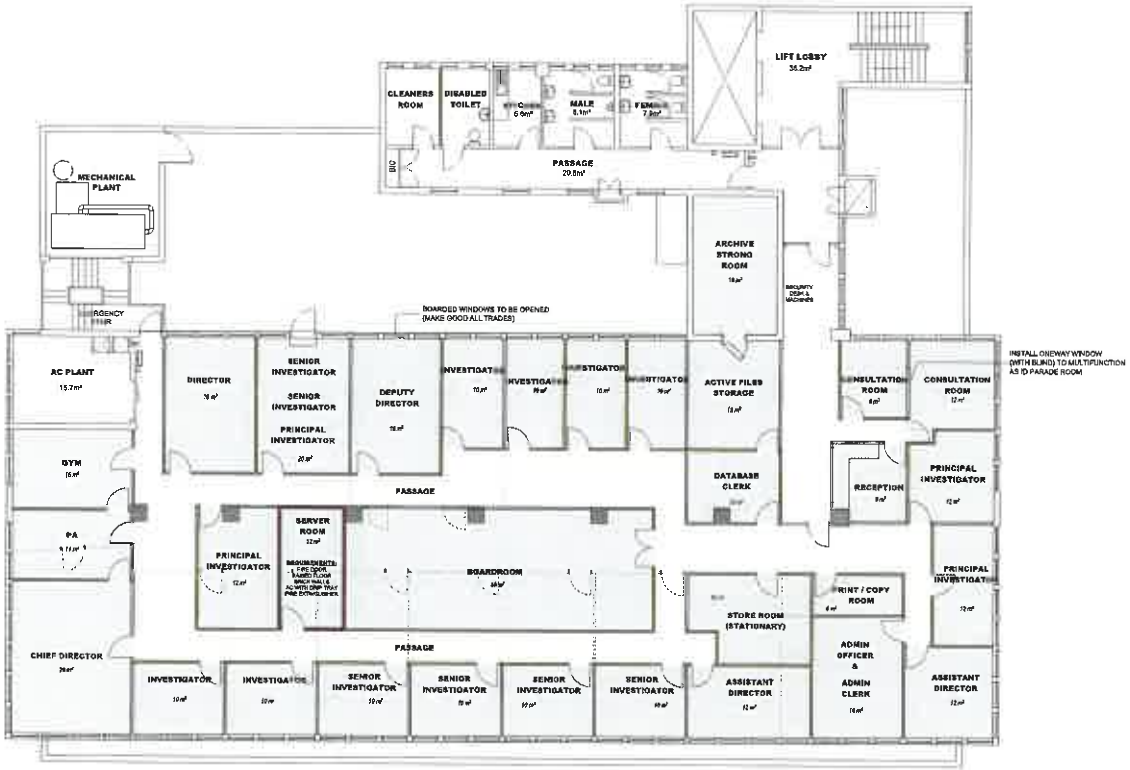
Proof of documentation that will be considered to claim points for specific goal related to persons or categories of persons historically disadvantaged by unfair discrimination will include, amongst others-

a) A valid sworn 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); or
c) Detailed Central Supplier Database Report (CSD); or
d) Company Shareholders Certificate; or
e) Valid B-BBEE Certificate

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

a) Enquiries for bid administration and technical may be directed to the following persons:

Bid administration & specifications Enquiries
Mr T Khashane
Tel: (012) 399 0187
Email: tkhashane@ipid.gov.za
Acting Director: Supply Chain Management
Ms. F Maseko
Tel: (012) 399 0095
Email: Fmaseko@ipid.gov.za
Acting Deputy Director: Supply Chain Management
Technical Enquiries
Mr. K Mpadisang
Tel: (012) 399 0208
Email: kmpadisang@ipid.gov.za
Director: Security and Facilities Management
Mr L J Matshele
Tel: (012) 399 0062
Email: Lmatshele@ipid.go.za
Deputy Director: Security and Facilities Management



NORTH

SECOND FLOOR

SCALE 1:100

GENERAL NOTES

1.All work is to be done in accordance with the SANS 10400 National building Regulations.

2.All materials and workmanship are to comply with the relevant SANS10400 codes and or the specified international codes where applicable in the Architectural specifications. Where relevant South African National Standards, British Standards, SA codes of practice, or Agrement Certificates applicable to the design exists, the recommendations and requirements of such documents to be considered a minimum standard for the works.

3.The contractor shall in all aspects of the works comply with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and any regulations promulgated in terms of that Act or the Factories Machinery and Building Works Act of 1941.

4.This drawing must be read in conjunction with all the relevant drawings, schedules and specifications from G+P and all other consultants related to the project

5.The contractor shall set up, document and maintain a quality assurance and quality control system. In accordance with SANS 900 (ISO 9001, 9004 to be checked to the satisfaction of the Architect, that all materials and workmanship, whatever their sources, meet the requirements of the Specification. Should the Contractor or any of his sub-contractors be certified to the SANS 9000 family of standards then monitor these works accordingly.

6.All portions of the works related to any service or consultant's information as to be done in accordance with the National Building Regulations.

7.This drawing is not to be scaled. Figured dimensions to be used. All dimensions are in millimeters unless otherwise stated

8.All dimensions and levels must be checked on site by the contractor before putting work in hand.

9.All work to be executed by competent persons qualified for the specific trade.

MH

ARCHITECT

M VAN HEERDEN PrArch(SA)614280 (SACAP)

CLIENT APPROVAL

NAME DATE

SIGNATURE

REVISIONS

REV	DATE	DRAWN	DESCRIPTION

PROJECT

MAYULA HOUSE
SECOND FLOOR

FOR

IPID

SHEET DATA

TITLE : SECOND FLOOR PLAN (SPACIAL DESIGN)

PROJECT NUMBER : 1053_3

REVISION NR : 03

DRAWN BY : MVH

REVISION ISSUE DATE : 24/02/2022

SCALE : 1:100

DRAWING NUMBER : 1053_3 / 01

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	IPID04/2024/2025	CLOSING DATE:	04 OCTOBER 2024	CLOSING TIME:	11:00
DESCRIPTION	BID INVITATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY (GUARDING) SERVICES; ALARM MONITORING; ARMED RESPONSE; AD-HOC CLOSE PROTECTION OF THE EXECUTIVE DIRECTOR AND PROTECTION OF PERSONNEL FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE (IPID) IN ALL NINE (9) PROVINCES AND NATIONAL OFFICE FOR A PERIOD OF 36 MONTHS (3) YEARS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)
Independent Police Investigative Directorate
Reception: Ground Floor
Benstra Building
473B Stanza Bopape Street
Arcadia
Pretoria

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Mr T Khashane/ Ms F Maseko**	CONTACT PERSON	**Mr K Mpadisang Mr L Matshele**
TELEPHONE NUMBER	(012) 399 0187 (012) 399 0095	TELEPHONE NUMBER	(012) 399 0208 (012) 399 0062
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	tkhashane@ipid.gov.za fmaseko@ipid.gov.za	E-MAIL ADDRESS	kmpadisang@ipid.gov.za lmatshele@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.: **IPID04/2024/2025**

CLOSING TIME **11:00** ON **04 OCTOBER 2024**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX

BID INVITATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY (GUARDING) SERVICES; ALARM MONITORING; ARMED RESPONSE; AD-HOC CLOSE PROTECTION OF THE EXECUTIVE DIRECTOR AND PROTECTION OF PERSONNEL FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE (IPID) IN ALL NINE (9) PROVINCES AND NATIONAL OFFICE FOR A PERIOD OF 36 MONTHS (3) YEARS

Services must be quoted in accordance with the attached terms of reference.

Total cost of the assignment (R inclusive VAT) R.....

NB; Bidders are also advised to indicate a total cost breakdown for this assignment.

The financial proposal for this assignment should cover all assignment activities and outputs enumerated above.

1. Period required for commencement with project after acceptance of bid .....
2. Are the rates quoted firm for the full period of contract? *YES/NO
3. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

....

Signature Date

.....

Position

Any enquiries regarding bidding procedures may be directed to the –

Independent Police Investigative Directorate
Private Bag 941 X, Pretoria, 0002, Benstra Building 473 Stanza Bopape Street, Arcadia Pretoria

Mr T Kashane
Tel: 012 399 0187

Ms F Maseko
Tel: 012 399 0095

Or for technical information –

Mr K Mpadishang
Tel: 012 399 0208

Mr L Matshele
Tel: 012 399 0062

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps=80\left(1+\frac{Pt-Pmax}{Pmax}\right) \text{ or } Ps=90\left(1+\frac{Pt-Pmax}{Pmax}\right)$$

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 that the 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 the 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 the 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 the 90/10 and 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 the 90/10 preference point system is applicable, corresponding points must also be indicated as such.

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety

- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

Annexure A

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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