



Companies and Intellectual  
Property Commission  
a member of the **dtic** group

## **ANNEXURE: "H"**

### **TERMS OF REFERENCE ("TOR")**

**CIPC BID NUMBER: 12-2024-2025**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO  
SUBMIT PROPOSALS FOR PROVISION OF  
SECURITY GUARDING SERVICES FOR THE  
CIPC JOHANNESBURG SELF SERVICE CENTRE**

**CONTRACT PERIOD: SIXTY (60) MONTHS**

**BID CLOSING DATE: 13 DECEMBER 2024**

**NB: IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO  
DEPOSIT TENDERS IN THE CORRECT BOX AND TENDERS DEPOSITED  
IN WRONG BOXES WILL NOT BE CONSIDERED.**

**THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: "**CIPC  
TENDER BOX**".**

**Remarks:** The current office accommodation lease is due on the 31 March 2025, provision must be made in the quotation to accommodate the possibility of the office relocating to a different building within the Johannesburg CBD. Payment of the relocation cost is subjected to proof that the service provider was materially affected by the office move, and claimed cost are reflected in the quotation.

## **1. TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFT)**

1. CIPC's standard conditions of purchase shall apply.
2. Late and incomplete submissions will not be accepted.
3. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before BID closing date.
4. Bidders are required to submit an original Tax Clearance Certificate for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of this RFP. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
6. This RFP will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001.
7. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter. Failure to submit will invalidate the bid proposal.
8. CIPC reserves the right to negotiate with the successful bidder on price.
9. The service provider must ensure that their work is confined to the scope as defined.
10. Travel between the consultant's home, place of work to the DTI (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
11. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
12. As the commencement of this project is of critical importance, it is imperative that the services provided by the Service Provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective Service Provider's proposal.
13. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
- 14. All prices quoted must be inclusive of Value Added Tax (VAT)**
- 15. All prices must be quoted in South African Rand**
- 16. All prices must be valid for One hundred and twenty days (120) days**
17. The successful Service Provider must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
18. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
19. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.
20. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his delegate.

21. The service provider will therefore be required to sign a declaration of secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.
22. The Service Provider is restricted to the time frames as agreed with CIPC for the various phases that will be agreed to on signing of the Service Level Agreement.
23. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 24. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 25. Fraud and Corruption:**

The Service Provider selected through this Terms of Reference must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CIPC Defines, that for such purposes, the terms set forth will be as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work;
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract;
- v. CIPC shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices;
- vi. CIPC also reserves the right to terminate this Agreement by giving 10 (ten) business days written notice to the service provider due to any perceived (by CIPC) undue reputational risk to CIPC which CIPC can be exposed to resulting from the service provider or its management/directors being found to be involved in unethical behaviour, whether in its dealings with CIPC or any other business dealings.**  
**Note: "Unethical behaviour" includes but not limited to an action that falls outside of what is considered morally right or proper for a person, a profession or an industry**
- vii. CIPC shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if at any time it determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice including but not limited to the above in competing for, or in executing, the contract.
- viii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.

**Remarks:** The current office accommodation lease is due on the 31 March 2025, provision must be made in the quotation to accommodate the possibility of the office relocating to a different building within the Johannesburg CBD. Payment of the relocation cost is subjected to proof that the service provider was materially affected by the office move, and claimed cost are reflected in the quotation.

2. **COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY DISQUALIFY THE PROPOSAL)**

**INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS**

**SUBMISSION OF ORIGINAL HARD COPY**

- a) Bidder's must submit **One (1) original copy** (hard printed copy of the technical proposal), this is for record keeping purposes and the USB Only will be used for bids evaluation.
- b) The Bid Document must be marked with the Bidder's Name
- c) The Bid documents **must be signed** by an authorized employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories
- d) All pages of the submitted proposal must be numbered.

**SUBMISSION OF USB**

- a) **NO DISC WILL BE ALLOWED**
- b) **ONE (1) USB must be submitted, including technical proposal as well as price proposal saved in separate folders:**
- c) The USB must be marked with the bidder's name.
- d) **The USB must have an index page/ table of contents listed all documents included in the proposal for easy referencing during evaluation (group information in separate folders)**
- e) **Open each folder prior submission to ensure that documents are saved and are properly opening and working**
- f) **BIDDERS TO VERIFY IF DOCUMENTS ARE SUCCESSFULLY LOADED IN THEIR USB'S**
- g) **USB'S WITH NO DOCUMENTS INCLUDED WILL BE DISQUALIFIED AS ONLY USB'S ARE USED FOR EVALUATION PURPOSES**
- h) The **USB** must contain the **exact** documents/ information submitted in the original copy for record keeping
- i) Bidders to ensure that the information is properly saved in the USB prior submitting to CIPC and that there are ***no missing pages, USB sticks opens, readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered or documents placed in numbering order, avoid clustering folders with a lot of documents rather create separate folders***
- j) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- k) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- l) All pages must be signed; numbered and initial as per the Original copy
- m) The USB must be submitted in **PDF format ONLY** and must be **read ONLY; NO Passwords Protection**
- n) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- o) **Bidders to ensure that USB 's are not password protected**
- p) **IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- q) **BIDDER'S WITH USB'S NOT OPENING OR PASSWORD PROTECTED WILL BE DISQUALIFIED**



**FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.**

**3. SUBMISSION OF PRICE PROPOSAL**

- a) Prospective Bidders must submit a printed hard copy of the Price Proposal in a separate **SEALED** envelope. It is important to separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.
- b) The price envelop must be marked with the bidder's name
- c) Bidders to complete Pricing Schedule SBD 3.3 (Annexure "C")- **REFER TO ATTACHED SBD FORMS**
- d) The total Price (***Ceiling price***) must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1: (Invitation for Bids). **AND COMPLIANCE TO ANNEXURE A PAGE 19 AND 20**
- e) The Total Bid Amount will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract.
- f) All prices must be VAT inclusive and quoted in South African Rand (ZAR). ***Failure to comply with this requirement will disqualify the bid.***
- g) All prices must be valid for 120 days

**PLEASE NOTE THAT IT IS COMPULSORY THAT BIDDERS SUBMIT PROPOSAL AS PER THE FOLLOWING**

- 1. 1 (ONE) ORIGINAL / HARD COPY PRINTED
- 2. 1 (ONE) USB FOR TECHNICAL PROPOSAL AND PRICE MUST BE INCLUDED IN THE SAME USB **BUT SAVED IN A SEPARATE FOLDER ("MARKED PRICE PROPOSAL")** BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION
- 3. ONE SEALED ENVELOPE FOR PRICE PROPOSAL (INSIDE THERE MUST BE)
  - ❖ PRICE SCHEDULE – SBD.33 : **PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE**
  - ❖ **ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS OR PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED. SEE PAGE 14**
  - ❖ SBD1 - INVITATION TO BIDS
  - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE

**NB:** Bidders must also refer to page 15 of 25 of the Terms of reference under Mandatory Requirements

**FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.**

I, the undersigned (NAME).....certify that:

**I have read and understood the conditions of this tender.**

I have supplied the required information and the information submitted as part of this tender is true and correct.

.....

Signature

.....

Date

**Remarks:** The current office accommodation lease is due on the 31 March 2025, provision must be made in the quotation to accommodate the possibility of the office relocating to a different building within the Johannesburg CBD. Payment of the relocation cost is subjected to proof that the service provider was materially affected by the office move, and claimed cost are reflected in the quotation.

## 1. PURPOSE

The Companies and Intellectual Property Commission (CIPC), a member of the “the dtic” group, (Department of Trade Industry and Competition) invite 100% South African owned security companies registered and compliant with the Private Security Industry Regulatory Authority (PSIRA) and National Bargaining Council of the Private Security Sector (NBCPSS) to bid for the provision of a security guarding service within the CIPC Office located at Talis House, Corner Marshal and Simmonds Street, Johannesburg for a period of 05 years.

## 2. BACKGROUND

The Companies and Intellectual Property Commission (CIPC), a member of the “*the dtic*” group” (Department of Trade Industry and Competition) is responsible for the registration of companies, co-operatives, registration of intellectual property rights, maintenance of information on its registers, promotion of education and awareness of company and intellectual property law, promotion of compliance with relevant legislation, and efficient and effective enforcement of all relevant legislation.

## 3. OBJECTIVE

The primary objective of this bid is to ensure the safety and security of the CIPC office premises, occupants, assets and information, which include the following task:-

- i. Conduct access control;
- ii. Prevent unauthorized access in the premises;
- iii. Assets protection;
- iv. Customer service and assistance; and
- v. Incident response and emergency management.

## 4. SCOPE OF WORK

The scope of the service shall entail the provision of a security guarding service and must meet the CIPC requirements specified below. The service includes “ad hoc” weekends, holidays and nightshifts service and must form part of the proposal and costed and reflected accordingly. The project shall entail the following main aspects:-

- i. Deploy (4) four Security Officers from Monday to Friday (Weekdays & Dayshift – 06:00 to 18:00);
- ii. Three (3) Security officers with Grade “C”;
- iii. One (1) Security Officer with Grade “B” Supervisor;
- iv. “Ad hoc” after hours Monday to Friday (18:00 – 06:00);
- v. “Ad hoc” after hours Saturday to Sunday (06:00 – 18:00) including public holidays;
- vi. The deployed security officer must be well vested in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985);
- vii. The service provider shall provide an occurrence book, pocket books and other security registers; and
- viii. Security officer shall provide hourly report to the CIPC Security Control room.



#### 4. UNIFORM AND EQUIPMENT

The successful bidder shall provide the security officers with the following at no cost to the security officers:-

- i. Company uniform (formal wear);
- ii. Name tags; c) Licensed 2-way radio;
- iii. Occurrence book;
- iv. Access registers;
- v. Handheld metal detectors;
- vi. Pocket Books;
- vii. Handcuffs; and
- viii. Batons.

#### 5. COMPETENT STAFF FOR THE WORK

- i. Provision of (4) four competent and PSIRA registered Security Officers with (3) three years of more as security officers;
- ii. A detailed CV and PSIRA certificates for each security officers must be provided as proof of their experience and compliance;
- iii. All bidders must submit proof of company registration with PSIRA and NBCPSS; and
- iv. Proof of registration with PSIRA for the company Director/s.

#### 6. WORKING CONDITION

- i. Bidders shall ensure that there is adequate staff compliment in terms of absenteeism, annual and sick leave, etc;
- ii. The company as well as the security officers shall be subjected to a security screening process and any personnel found to be incompetent, shall be immediately replaced with a competent person;
- iii. No security officer shall be changed without prior approval with CIPC Manager: Facilities and Security Unit or his/her representative;
- iv. The terms of payment are Net 30 days after receipt of invoice and acceptance of work; and
- v. The appointed company must be in a possession to immediately commence with the service after receiving a purchase order.

#### 7. PROJECT MANAGEMENT

This project will be implemented in line with the CIPC Security Structure and security protocol in that:-

- i. The service provider shall report immediately any security incident or breaches to the CIPC Security Control room; and
- ii. The service provider shall compile and submit a monthly report & timesheet on first working day of every monthly to the CIPC Manager: Facilities and Security or his/her representatives highlighting all security challenges, incidents and breaches in writing.



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## 8. PROJECT OUTPUT AND OUTCOMES

The project outputs involves ensuring the safety, protection, and security of the premises, its occupants, and its assets, and shall entail the following aspects:-

- i. The effective and efficient provision of a (12) twelve hours protection of CIPC assets, employees and clients;
- ii. Preserve a watchful eye on activities, detect any suspicious behavior or security breaches, and report incidents promptly to CIPC security control room;
- iii. Serve as a point of contact for employees, visitors, or clients, offering assistance, directions, or information; and
- iv. Provide a friendly and professional interface, contributing to a positive and secure environment within the premises.

## 9. TERMS AND CONDITION

- i. Bidders shall ensure that there is adequate staff compliment in terms of abscentism, annual and sick leave, etc;
- ii. The company as well as the security officers shall be subjected to a security screening process and any personnel found not to be competent, shall be immediately replaced;
- iii. No security officer shall be changed without prior approval or communication with CIPC Manager: Facilities and Security Unit or his/her representative;
- iv. The appointed company must be in a possession to commence with the service after receiving a purchase order;
- v. The contractor shall have sufficient insurance and public liability coverage (for his/her account) against any claims, cost, loss and/or damages ensuing from his/her obligations and shall ensure that such insurance remains effective for the duration of the contract as the company shall be responsible for any damages and loss suffered by CIPC as a results of the contractors own negligence or intent which originated at the site;
- vi. The proprietary right with regard to copyright, patents and any other similar rights that may result from the service rendered by the successful service provider shall belong to CIPC, including licensing;
- vii. The final product of all work done by the service provider, shall at the end of service period, be handed over to CIPC;
- viii. The successful service provider may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific;
- ix. The successful service provider shall pay the unemployment insurance contribution terms of Unemployment Insurance Act and Unemployment Insurance Contribution Act, and CIPC reserve the rights to regularly confirm the service provider compliance with UIF. (To form part of the Service level agreement);
- i. The successful service provider will be required to comply with the Department of Labour Sectorial Determination:- Contract Cleaning Sector, the service provider shall pay security officers a minimum hourly rates as determine by the Minister of Labour in the Sectorial Determination and give them increase as per the Sectorial Determination. CIPC have the right to engage the security officers to determine compliance to the minimum hourly rates as determine by the Minister of Labour in the Sectorial Determination, including any increase thereof. (To form part of the Service level agreement);
- ii. The successful service provider shall be full responsible for ensuring timely and full payment to their workers;



- iii. The successful service shall be liable for any financial or legal consequences resulting from their failure to pay workers, which may include penalties in the form of deduction or contractual remedies;
- i. The successful service provider must be registered and in compliance with the National Bargaining Council of the Private Security Sector, and a contributor to the Unemployment Insurance as per the Unemployment Insurance Contribution Act. The CIPC reserve the rights to regularly confirm the service provider compliance with UIF. (To form part of the Service level agreement); and
- ii. The successful service provider will be required to sign a service level agreement (SLA), which will incorporate all of the above.

#### 10. Proprietary rights

- The proprietary right with regard to copyright, patents and any other similar rights that may result from the service rendered by the resource belong to CIPC.
- The final product of all work done by the resource, shall at the end of service period, be handed over to CIPC.
- The resource may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific.

#### 11. Indemnity / Protection / Safeguard

- The resources safeguard and set CIPC free to any losses that may occur due to costs, damage, demands, and claims that is the result of injury or death, as well as any damage to property of any or all contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The resources safeguard and set CIPC free to any or all further claims for losses, costs, damage, demands and legal expenses as to the violation on any patent rights, trademarks or other protected rights on any software or related data used by the resources.

#### 12. Government Safety

- CIPC is committed to provide for the health and safety of its personnel and prevent workplace injuries or losses. To fulfil this commitment CIPC service providers need to understand that health and safety is everyone's responsibility. The service provider's attention is drawn to the effect of government Occupational Health and Safety Legislation. The service provider must ensure (be sure) that relevant steps are taken to conform to Occupational Health and Safety Legislative requirements.
- The service provider must at all times follow the safety measures and obey the rules as set by the organization.

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### 13. CIPC OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

- **ANNEXURE B (REFERE TO PAGE 22 OF THIS TOR)** Contains the Occupational Health and Safety Evaluation Criteria and Requirements, the criteria is divided into Stage 1 Criteria for RFQ Requirements /Tender Stage and Stage 2 Requirements prior contract award/ execution stage.
- The service provider must comply with, and adhere to, OHS legislation and CIPC OHS requirements at all times when conducting work for CIPC. The service provider, as a legal entity, must be conversant with OHS legal obligations related to the works tendered for.
- Compliance to CIPC Occupational Health & Safety Requirements contained in Annexure B shall be compulsory for the duration of the the contract. It is the responsibility of the supplier to provide valid and authentic documentation for assessment.
- When the service provider is awarded a contract, an OHS Act section 37(2) agreement shall be signed between the service provider and CIPC. The 37(2) Agreement is primarily to indemnify CIPC from any acts or omissions by its service providers and its employees in contravention of the OSH Act. Therefore service providers are deemed to be employers in their own right, their employees are not deemed to be employees of CIPC.
- It is the responsibility of the service provider to ensure that the requirements indicated on Annexure B are met before work execution/ commencement. No work shall commence before the Stage 2 Occupational health and safety requirements are approved/ accepted by the CIPC Safety Manager.
- CIPC shall conduct inspections, audits, and ad hoc inspections to monitor OHS compliance and adherence to the OHS requirements.
- CIPC reserves the right to stop any unsafe work that poses a risk or harm to the health and safety of CIPC employees, service provoder employees, and the public.
- Should an imminent risk with the potential to cause harm to an CIPC employee, service provider employee, or the public be identified, the observer may engage with the affected parties because of addressing the risk.
- Individuals may report an activity, unsafe act, or unsafe condition that poses a threat to the health and safety of persons to the SLA Manager/ authorised CIPC Personnel.

### 14. Quality

- The Facilities and Security will subject the quality and standard of service rendered by resources to quality control. Should CIPC, through the Security Manager: Facilities and Security, be of the opinion that the quality of work is not to the required level, the service provider will be requested to provide additional guidance and reinforcement to endure the resources fully grasp the necessary skills and processes for the role. The service provider will carry the cost related to these additional guidance and reinforcement.

## 16. COSTING

REFER AND COMPLETE **ANNEXURE "A"** PAGE 19 AND 20

### THE FOLLOWING DOCUMENTS TO BE ATTACHED

1. **SDB 3.3: PRICING SCHEDULE**
2. **SBD FORM 1: INVITATION TO BIDS**
  - a) All prices must be VAT inclusive and quoted in South African Rand (ZAR), with details on price elements that are subjected to escalation (statutory wage increase) and exchange rate fluctuations clearly indicated;
  - b) The terms of payment are Net 30 days after receipt of invoice and acceptance of work
  - c) The proposal must include supporting documents and the price schedule
3. **A BIDDER MUST ATTACH *PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING UNIT COSTS AS WELL AS THE TOTAL BID PRICE INCLUSIVE OF ALL FOR THE DURATION OF THE CONTRACT***
4. **BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON PAGE 5 WITH REGARDS TO PRICE**  
 The costing should be based on all requirements of the terms of reference for a period 60 MONTHS costs applicable. The onus is upon the prospective bidders to take into account all costs and to CLEARLY indicate the price. Cost breakdown must be provided, covering all required aspects in this tender. **NB The total price must be carried over to the pricing schedule and will be used to evaluate the bids. Prices must be firm for the duration of the project. PRICE CARRIED OVER TO SBD FORM 3.3 AND SBD FORM 1 MUST INCLUDE ALL COSTS FOR THE DURATION OF ALL PERIOD STATED ABOVE UNDER PRICING. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY INVALIDATE THE BID.**

**Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid.**

## 17. TERMS AND CONDITION OF THE SERVICE

1. The successful bidders must ensure that there is adequate back-up in terms of absenteeism, sick leave, etc;
2. The company as well as the security officers shall be subjected to a security screening process and any personnel found not to be competent, shall be immediately replaced;
3. No security officer shall be changed without prior approval or communication with CIPC Manager: Facilities and Security Unit or his/her representative;
4. The appointed company must be in a possession to commence with the service after receiving a purchase order;
5. The contractor shall have sufficient insurance and public liability coverage (for his/her account) against any claims, cost, loss and/or damages ensuing from his/her obligations and shall ensure that such insurance remains effective for the duration of the contract as the company shall be responsible for any damages and loss suffered by CIPC as a results of the contractors own negligence or intent which originated at the site;
6. The proprietary right with regard to copyright, patents and any other similar rights that may result from the service rendered by the successful service provider shall belong to CIPC, including licensing;
7. The final product of all work done by the service provider, shall at the end of service period, be handed over to CIPC.
8. The successful service provider may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific.

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9. The successful service provider shall be required in terms of Unemployment insurance Act and Unemployment insurance contribution Act to pay an unemployment insurance contribution of 2% of the value of each workers payment month, **CIPC reserve the right to quarterly verify registration and compliance with the UIF, and any failure from the successful service provider to contribute as determine by the Act will result in in termination of the contract. (To form part of the Service level agreement)**
10. The successful service provider shall be required to comply with the Department of Labour Sectorial Determination:- Contract Security Sector, the service provider shall pay security officers a minimum hourly rates as determine by the Minister of Labour in the Sectorial Determination and give them increase as per the Sectorial Determination. CIPC have the right to engage the security officers to determine compliance to the minimum hourly rates as determine by the Minister of Labour in the Sectorial Determination, including any increase thereof; **(To form part of the Service level agreement)**
11. The successful service provider shall be full responsible for ensuring timely and full payment to their workers;
12. The successful service shall be liable for any financial or legal consequences resulting from their failure to pay workers, which may include penalties in the form of deduction or contractual remedies; and
13. The successful service provider will be required to sign a service level agreement (SLA), which will incorporate all of the above.
14. Successful service provider must be open to participating in social responsibility initiatives.



## 18. **SPECIAL CONDITIONS**

- i. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not be amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter;
- ii. CIPC reserves the right to negotiate with the successful bidder on price;
- iii. Travel between the consultant's home, place of work to the **dti Campus** (CIPC) will not be for the account of CIPC, including any other disbursements unless agreed to in writing by CIPC prior to the expense being incurred;
- iv. Government Procurement General Conditions of Contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions are available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za));
- v. No advance payment will be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA;
- vi. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- vii. The successful bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information;
- viii. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party;
- ix. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation;
- x. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner and/or his/her delegate;
- xi. The service provider will therefore be required to sign a Declaration of Secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the Declaration of Secrecy;
- xii. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- xiii. Compliance with PFMA regulations in terms of the safeguarding of assets and adequate access control must be guaranteed. Assets include all infrastructure, software, documents, backup media and information that will be hosted at the Offsite ICT Recovery Site. These security measures must be specified in the SLA.
- xiv. As the commencement of this contract is of critical importance, it is imperative that the prospective Service Provider has resources that are available immediately. Failure to commence with this contract immediately from date of notification by CIPC could invalidate the prospective Service Provider's proposal.
- xv. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xvi. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- xvii. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xviii. Bidders shall be subjected requested to demonstrate all claims made in the proposal.

**Remarks:** The current office accommodation lease is due on the 31 March 2025, provision must be made in the quotation to accommodate the possibility of the office relocating to a different building within the Johannesburg CBD. Payment of the relocation cost is subjected to proof that the service provider was materially affected by the office move, and claimed cost are reflected in the quotation.

- xix. The resources that a bidder supply will be subjected to an assessment results which will determine the suitability of the service provider to implement against the assignment of the ToR. Failure to provide suitable candidates will lead to cancellation of award of the tender.
- xx. CIPC reserves the right not to make this appointment
- xxi. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.
- xxii. Appointment will be subject to positive security screening results by the State Security Agency.
- xxiii. The Supervisor and the Security Officers must be mentally and physically fit for the execution of their duties.
- xxiv. Supervisor and the security officers must sign a declaration that they will refrain from any action/conduct which might be detrimental to the department.
- xxv. The supervisor and the security officers are prohibited from unauthorized handling, reading or removal of documents in the departmental records.
- xxvi. No state information may be furnished/ communicated to the public or news media by the security service provider or any of their employees.
- xxvii. The state reserves the right to screen/vet security personnel in the employ of the security provider to the relevant level, and to verify their registration status with Private Security Industry Regulatory Authority (PSIRA) before they are employed in the CIPC.
- xxviii. Record all security related incidents/occurrences in relevant registers.
- xxix. Security officers must be inspected at least once per shift; day and night (weekends and public holidays included) by the security service provider representative and keep records of such visits.
- xxx. The service provider must ensure that there is no interruption of services due to manpower shortage as a result of the security guard being on leave (Annual, sick, etc.).
- xxxi. All possible steps shall be taken by the contract to ensure full execution of this agreement.
- xxxii. To know the minimum wages paid to Security Personnel by the Service Provide.

## **19. EVALUATION PROCESS (Criteria)**

The evaluation process will be done in accordance with the following criteria: Bids will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

### **Evaluation (Phases)**

**The evaluation will be completed in 3 phases:**

**Phase 1: Compliance to minimum requirements**

**Phase 2: Functional Evaluation**

**Phase 3: Functional Evaluation**





## PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS

During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements. Without limiting the generality of the CIPC's other critical requirements for this Bid, bidder(s) **must submit the documents** listed in the Table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2.

Item No	Document that must be submitted	Compliance provide ANSWER: Yes /No	Non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		a) Bidders must submit <b>Tax Clearance Certificate (TCC) PIN</b> b) <b>The TCS PIN</b> will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
5.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
6.	<b>BIDDERS TO SUBMIT VALID AND COMPLIANT B-BBEE Certificate (Compulsory). FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID</b>		<b>VALID AND COMPLIANT B-BBEE Certificate (Compulsory)</b>  <b>FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID</b>
7.	Registration on Central Supplier Database (CSD) Compulsory Note: <b>Important: Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report.. The B-BBEE Certificate is the primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.</b>		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report)  <b>SUBMIT SUPPLIER UNIQUE REFERENCE NUMBER</b>
8.	NB: Pricing Schedule: Compliance to <a href="#">PAGE 20 AND 21- ANNEXURE "A"</a> REFER TO PAGE 4 TO 5 and 20 <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>		<ul style="list-style-type: none"> <li>Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope.</li> <li>Price must be carried over to <b>BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1:</b> (Invitation for Bids). <b>The Total Bid Amount (CEILING AMOUNT)</b> will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</li> </ul> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
9.	<b>IMPORTANT: SUBMISSION OF USB</b>  REFER TO PAGE 5  BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR  <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>		<ol style="list-style-type: none"> <li>Bidders must submit a USB with their proposal- 1 copy of the original document</li> <li>USB to be submitted in pdf format and to be read only</li> <li>All documents to be signed and bidders initial each page</li> <li><b>Bidders must check that USB sticks open, are readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered, and avoid clustering folders with many documents rather create separate folders.</b></li> <li>No password protected USB allowed. Do not submit CDS</li> <li>Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with.</li> </ol> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
10.	BIDDERS TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR		<b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
11.	<b>IMPORTANT:PSIRA certificate for the Company</b>		Submit proof of company registration with PSIRA (Must be Up-to-date Certificate and compliance)  <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
12.	<b>PSIRA certificates for security personnel and all active directors</b>		Submit proof of registration (i.e. Security officers & All active Directors) with PSIRA. Active certificate of registration for all active directors and to be deployed security personnel.  <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
13.	<b>IMPORTANT:</b> Submission of proof of registration with Compensation for Occupational Injuries and Disease Act (COIDA). The letter should be issued by the Department of Labour. Joint Venture (JV) company shall provide a valid letter of good standing for each JV partner		<ol style="list-style-type: none"> <li>Bidders must submit a proof of registration with COIDA.</li> <li>Proof of valid and current Public liability Insurance submitted</li> </ol> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
14.	Submission of proof of up-to-date and compliance registration with National Bargain Council for the Private Security Sector (NBCPSS).		Submit proof of registration of the company registration with <b>National Bargain Council for the Private Security Sector (NBCPSS)</b> . <ul style="list-style-type: none"> <li>The letter must be issued by NBCPSS and reflecting the name of the company and director/s.</li> <li>Must be up-to-date and in compliance with NBCPSS requirements.</li> </ul> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
15.	Submit proof of registration with Unemployment insurance Act and Unemployment insurance contribution Act.		Up-to-date proof of registration with Unemployment insurance Act and Unemployment insurance contribution Act.  <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>

ALL BIDDERS THAT COMPLY WITH THE MINIMUM REQUIREMENTS WILL ADVANCE TO PHASE 2.



**Remarks:** The current office accommodation lease is due on the 31 March 2025, provision must be made in the quotation to accommodate the possibility of the office relocating to a different building within the Johannesburg CBD. Payment of the relocation cost is subjected to proof that the service provider was materially affected by the office move, and claimed cost are reflected in the quotation.

## **Phase 2: Functional Evaluation and Compliance to specification**

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the functional requirements of the bid. The functional evaluation will be rated out of 100 points and will be determined as follows:

Cr.No	FUNCTIONALITY EVALUATION CRITERIA	RATING					WEIGHT	TOTAL SCORE
		1	2	3	4	5		
1	<p><b><u>Company Experience</u></b></p> <p>Demonstrate bidders established track record of projects in security services that was successfully executed. The response must include the company profile, resources, clients, service rendered, period, testimonial letters, and contactable references of at least three similar projects executed in the past (3) years. Traceable references for verification purposes. The reference must be in a letterhead of company/institution where service was rendered and stamp by company/institution addressing the following:-</p> <p>a) Client name,</p> <p>b) Contract type and size (amount),</p> <p>c) Contact person and email,</p> <p>d) Letter must be signed by authorised client's representative and dated.</p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>1. <b>Score 1</b> = No response submitted.</p> <p>2. <b>Score 2</b> = Three (3) references letters plus an incomplete Company Profile.</p> <p>3. <b>Score 3</b> = Four (4) reference letters plus a detailed company profile addressing above.</p> <p>4. <b>Score 4</b> = 5 to 7 reference letters plus a detailed company profile addressing above.</p> <p>5. <b>Score 5</b> = 8 to 12 reference letters plus a detailed company profile addressing above..</p>						25	
2	<p><b><u>Personnel Selection and Training</u></b></p> <p>Demonstration of the core team's collective experience, training and qualification in executing and managing security services as per CIPC requirements. The response must include a valid PSIRA Grade "A" certificate for at least one of the Directors, CV's and qualifications (training in emergency response, first aider, firefighting, National key point, etc) of the proposed security officers.</p> <p>Ratings to be awarded as follows:</p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>1. <b>Score 1</b> = Insufficient response.</p> <p>2. <b>Score 2</b> = CV's for 2 Security Officers</p> <p>3. <b>Score 3</b> = CV's for all (3) Security Officers, including Grade "A" and PSIRA Certificate</p> <p>4. <b>Score 4</b> = CV's &amp; PSIRA certificates for all Security Offices and active Directors.</p> <p>5. <b>Score 5</b> = CV's for all security office and active Directors, and all PSIRA certificates for all Security Officers and all active Directors (i.e Grade "A" Certificate, and for 3 of more Security Officers or Directors qualifications.</p>						25	



3	<p><b>Project plan and methodology:</b></p> <p>Provided a detailed project plan addressing the above security requirements, deployment strategies, shift scheduling, emergency response plans, including labour unrest, incident reporting procedures, overall management and supervision of security operations, safety certificate for to be deployed security officers.</p> <p><b>Ratings to be awarded as follows:</b></p> <ol style="list-style-type: none"> <li><b>Score 1</b> = No response submitted.</li> <li><b>Score 2</b> = Insufficient response.</li> <li><b>Score 3</b> = Project plan, which includes 3 of the above (deployment strategy, shift schedule, emergency response plan or incident reporting procedures or supervision of operations or incident reporting procedures or 1 safety certificates).</li> <li><b>Score 4</b> = Detailed project plan addressing 4 of the above (deployment strategy, shift schedule, emergency response plan, supervision of operations or incident reporting procedures or 1 safety certificates).</li> <li><b>Score 5</b> = Detailed project plan addressing = Detailed project plan addressing 4 of the above (deployment strategy, shift schedule, emergency response plan, supervision of operations, incident reporting procedures, more than 2 safety certificates, security registers and visitors register, etc.</li> </ol>						25	
4	<p><b>OHS Evaluation Criteria Requirments</b></p> <p>Demonstration of companies' obligation in complying with Occupational Health and Safety Evaluation Criteria and Requirements Annexure B requirements relating to the scope of work: 1.Acceptance of OHS legislative obligations and other requirements signed by CEO 2.Valid COIDA Letter 3. Company OHS policy signed by CEO 4.Company organogram /structure (Include roles &amp; responsibilities) 5.Occupational Health and Safety Plan relating to scope of work 6.Occupational Health and Safety Base Line Risk Assessment 7.Company Induction Presentation 8.OHS Act Section 16(2) appointment 9.OHS Act GAR 9(2) Incident/Accident Investigator 10.Scope specific Standard Operating Procedures / Work Instructions.</p> <p><b>Ratings to be awarded as follows:</b></p> <ol style="list-style-type: none"> <li><b>Score 1</b> = (3 and less) Unacceptable response with OHS requirements Annexure B.</li> <li><b>Score 2</b> = (4/10) Not fully effective response with OHS requirements Annexure B.</li> <li><b>Score 3</b> = (6/10) Moderate response with OHS requirements Annexure B.</li> <li><b>Score 4</b> = (8/10) Effective Achievement response with OHS requirements Annexure B.</li> <li><b>Score 5</b> = (10/10) Outstanding response with OHS requirements Annexure B.</li> </ol>						25	
<b>TOTAL</b>							100	

**Note:**

- Functionality will count out of 100 points. Bidders must achieve a minimum score of **60 points out of 100** on the functionality evaluation to proceed to the next phase.
- BIDDERS THAT ACHIEVE LESS THAN 60 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**

**Remarks:** The current office accommodation lease is due on the 31 March 2025, provision must be made in the quotation to accommodate the possibility of the office relocating to a different building within the Johannesburg CBD. Payment of the relocation cost is subjected to proof that the service provider was materially affected by the office move, and claimed cost are reflected in the quotation.

#### **PHASE 4: PRICING AND PREFERENTIAL PROCUREMENT POLICY**

##### **Preferential Procurement Policy**

The bidders that have successfully progressed will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022

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:

**The maximum points for this tender are allocated as follows:**

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1. 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. **Note: Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The B-BBEE Certificate is used as our primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.**
2. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

#	Specific goals allocated points	Means of verification and Required Evidence	Preference Points (80/20)
1	<b>HDI, Race are black persons (ownership)*</b> 100% black ownership = 10 points and based on percentage pro rata for black ownership less than 100% eg: 67% = 6.7 points	<ul style="list-style-type: none"> <li>• B-BBEE Certificate</li> <li>• CSD Registration report</li> <li>• CIPC Company Registration</li> </ul> <p><i>Important the CSD will be used as our primary verification documents</i></p>	10
2	<b>Gender are women (ownership)*</b> 100% or more women ownership = 8 points and based on percentage pro rata for black ownership less than 100% eg: 50% = 4.0 points	<ul style="list-style-type: none"> <li>• B-BBEE Certificate</li> <li>• CSD Registration report</li> <li>• CIPC Company Registration</li> </ul> <p><i>Important the CSD will be used as our primary verification documents</i></p>	8
3	<b>Disability are disabled persons (ownership)*</b> WHO disability guideline 100% ownership = 2 points and based on percentage pro rata for black ownership less than 100% eg: 50% = 1.0 points	<ul style="list-style-type: none"> <li>• Confirmation of Disability Form as per SARS (ITRDD Form)</li> <li>• Medical Certificate</li> </ul> <p><i>Important the CSD will be used as our primary verification documents</i></p>	2

3. **Important:** Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The B-BBEE Certificate the primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.

- Provide fixed price quotation for the duration of the contract
- Cost must be VAT inclusive and quoted in South African Rand
- Costing should be aligned with the project activities / project phases

**The bidder with the highest score will be recommended as the successful service provider.**



## 20. ANNEXURE ("A"): BID PRICING SCHEDULE

PAGES 19 AND 20 TO BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOP TOGETHER WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW

**TABLE 1:**

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	<b>Applicable Currency:</b> All prices shall be quoted in South African Rand.
2.	<b>Completion of Pricing Schedule:</b> Bidders shall complete the pricing schedule in full, inserting all the information required therein. In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the CIPC issued pricing schedule.
3.	<b>Applicability of Quoted Prices:</b> <ul style="list-style-type: none"> <li>All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract.</li> <li>The condition must be stated in SBD3.3</li> <li>Bidders to note that price validity is one hundred and twenty days (120) days</li> <li>The service provider must clearly indicate whether the price is firm or subject to the Statutory Wage Increase</li> </ul>
4.	<b>Total Bid Cost:</b> Prices quoted must include all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods. Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid. It is therefore the bidder's responsibility to ensure that all costs are included in the price proposal submitted to CIPC
6.	<b>Bid Price Calculation:</b> Bidders to not that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
7.	<b>IMPORTANT</b> Deployment of (3) three Security Officers from Monday to Friday (Weekdays & Dayshift – 06:00 to 18:00); Bidders to ensure that price proposed include all the requirements of the ToR e.g. uniform and equipment etc. Bidders to provide details of any other applicable costs by attaching a detailed price breakdown
8.	<b>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</b> <b>THIS PRICING SCHEDULE ( ANNEXURE H ("A")</b> <b>SDB 3.3: PRICING SCHEDULE</b> <b>SBD FORM 1: INVITATION TO BIDS FOR</b> <b>A BIDDER <u>MUST</u> ATTACH PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD SIGNED BY AUTHORISED REPRESENTATIVE</b>

**FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS FOR PRICING SHALL IMMEDIATELY INVALIDATE THE BID**

Deploy (4) four Security Officers from Monday to Friday (Weekdays & Dayshift – 06:00 to 18:00);

- Three (3) Security officers with Grade "C";
- One (1) Security Officer with Grade "B" Supervisor;
- "Ad hoc" includes after hours Monday to Friday (18:00 – 06:00);
- "Ad hoc" after hours Saturday to Sunday (06:00 – 18:00) including public holidays;
- "Ad hoc" after hours Saturday to Sunday (18:00 – 06:00) including public holidays;

**UNIFORM AND EQUIPMENT MUST BE INCLUDED IN THE QUOTATION AS STATED IN THE TOR on page 7**

**The payment plan needs to be structured as follows:-**

- Weekdays (Monday to Friday) 06:00 -18:00;
- "Ad hoc" includes after hours Monday to Friday (18:00 – 06:00);
- "Ad hoc" after hours Saturday to Sunday (06:00 – 18:00) including public holidays;
- "Ad hoc" after hours Saturday to Sunday (18:00 – 06:00) including public holidays;

- The proposal must include supporting documents and The terms of payment are Net 30 days after receipt of invoice and acceptance of work;

**Remarks:** The current office accommodation lease is due on the 31 March 2025, provision must be made in the quotation to accommodate the possibility of the office relocating to a different building within the Johannesburg CBD. Payment of the relocation cost is subjected to proof that the service provider was materially affected by the office move, and claimed cost are reflected in the quotation.

- ii. Service providers are requested to also submit their proposals on a USB with an index /table of content; and must clearly indicate whether the price is firm or subject to the Statutory Wage Increase.

**TABLE 2:**

No	Description	Monthly Rate	Year 1	Year 2	Year 3	Year 4	Year 5
1.	One (1) Security Officer with Grade "B" Supervisor;	R	R	R	R	R	R
2.	Three (3) Security officers with Grade "C";	R	R	R	R	R	R
3.	Total cost for staff	R	R	R	R	R	R
4.	Overhead costs	R	R	R	R	R	R
5.	Other – please specify Please provide full details of the item	R	R	R	R	R	R
	<b>Total annual cost excluding VAT</b>	R	R	R		R	R
	<b>VAT</b>	R	R	R		R	R
	<b>TOTAL COST FOR 60 MONTHS</b>	R	R	R	R		

RAAd hoc guards costing per shift (only applicable if approved by relevant Director to be within the variation limit)

**TABLE 3:**

No	Grade	Daily rate incl. VAT: Year 1	Daily rate incl.VAT: Year 2	Daily rate incl. VAT Year 3	Daily rate incl.VAT: Year 4	Daily rate incl.VAT: Year 5
1.	Grade B	R	R	R	R	R
2.	Grade C	R	R	R	R	R
3.	Grade B - "Ad hoc" after hours Mon to Fri (18:00–06:00), public holiday.	R	R	R	R	R
4.	Grade B - "Ad hoc" after hours Saturday to Sunday (06:00– 18:00) including public holidays;	R	R	R	R	R
5.	Grade C - "Ad hoc" after hours Mon- Fri (18:00 – 06:00)	R	R	R	R	R
6.	Grade B - "Ad hoc" after hours Saturday to Sunday (06:00– 18:00) including public holidays;	R	R	R	R	R
7.	Other – please specify Please provide full details of the item	R	R	R	R	R

Year 1 (R000)	Year 2 (R000)	Year 3 (R000)	Year 4 (R000)	Year 5 (R000)	Total (R000)
<b>TOTAL FOR PERIOD OF 60 Months</b>				Price VAT excl.	
<b>(Ceiling price to be carried over to SBD 3.3 and SBD form 1 for the duration of the contract. the total bid price will be used for price evaluation purposes)</b>				VAT	
				<b>TOTAL</b>	

**FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS FOR PRICING SHALL IMMEDIATELY INVALIDATE THE BID.**

## 21. BRIEFING SESSION

PLEASE NOTE THAT THERE IS A **COMPULSORY** BRIEFING SESSION SCHEDULED FOR THIS.

<b>COMPULSORY</b>	BRIEFING SESSION
<b>DATE:</b>	22 NOVEMBER 2024
<b>TIME</b>	11:00 AM
<b>ONLINE</b>	VIA MS TEAM
<b>MEETING LINK - MS TEAMS</b>	Meeting ID: 332 326 955 428 Passcode: mbehcM
<a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjY4ZmJjMGYtZjllOC00OWExLTlIMWU0NTliNWlyNTU4ZDdh%40thread.v2/0?context=%7b%22Tid%22%3a%2298cf51f-86e0-475c-9429-b51cd8d1bf46%22%2c%22Oid%22%3a%227a1642cd-a497-49ec-92b0-53f40836f5ea%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjY4ZmJjMGYtZjllOC00OWExLTlIMWU0NTliNWlyNTU4ZDdh%40thread.v2/0?context=%7b%22Tid%22%3a%2298cf51f-86e0-475c-9429-b51cd8d1bf46%22%2c%22Oid%22%3a%227a1642cd-a497-49ec-92b0-53f40836f5ea%22%7d</a>	
<b>IMPORTANT NOTE TO BIDDERS:-</b>	<i>This is a compulsory briefing session , FAILURE TO ATTEND IMMEDIATELY DISQUALIFIES YOUR BID</i>

## 22. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the Reception, 77 Mentjies Street, Sunnyside, **the DTI** campus, Block F.

**Proposals should be addressed to:**

Manager (Supply Chain Management)  
Companies and Intellectual Property Registration Office  
Block F, **the dtic** Campus, 77 Meintjies Street,  
Sunnyside  
PRETORIA

## 23. ENQUIRIES

### A. Supply Chain Enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni  
Contact No: (012) 394 3971 /45344  
E-mail: [Nmaqhula@cipc.co.za](mailto:Nmaqhula@cipc.co.za) OR [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za)

### B. Technical Enquiries

Mr Mzayifane Komane – Email: [Mkomane@cipc.co.za](mailto:Mkomane@cipc.co.za)

*Note : It is the bidder's responsibility to call CIPC if they have any questions that have not been answered via email, as the system may have flagged their email as spam.*

## 24. DEADLINE FOR SUBMISSION

**BIDS OPENING DATE:** 06 NOVEMBER 2024  
**BIDS CLOSING TIME:** 11: 00 AM  
**COMPULSORY BRIEFING SESSION:** 22 NOVEMBER 2024  
**BIDS CLOSING DATE:** 13 DECEMBER 2024

**BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED IN TIME TO THE CORRECT ADDRESS. LATE PROPOSALS WILL NOT BE ACCEPTED FOR CONSIDERATION**

**NB: IT IS THE PROSPECTIVE BIDDERS' RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME SO AS TO ENSURE THAT RESPONSES REACH CIPC, TIMEOUSLY. CIPC SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL SERVICES AND BID DEPOSITED IN THE INCORRECT BID BOX**

**Remarks:** The current office accommodation lease is due on the 31 March 2025, provision must be made in the quotation to accommodate the possibility of the office relocating to a different building within the Johannesburg CBD. Payment of the relocation cost is subjected to proof that the service provider was materially affected by the office move, and claimed cost are reflected in the quotation.

## Acceptance of Occupational Health and Safety Legislative Obligations and Other Requirements

### Annexure "B"

**Document:** Occupational Health and Safety Act 85 of 1993 Section 37(2) Agreement

**Document :** Type Agreement

**Disclosure :** Classification Controlled disclosure

**Client:** Companies and Intellectual Property Commission (CIPC)

**Service Provider:** \_\_\_\_\_

**Project/ Service Description:** \_\_\_\_\_

#### OHS Act 85 of 1993 SECTION 37(2) AGREEMENT

CONCLUDED BETWEEN

The Companies and Intellectual Property Commission

AND

I, ..... *[insert name of person representing service provider company]* representing ..... *[insert name of service provider]*, do hereby acknowledge that ..... *[service provider company]* is an employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that ..... *[service provider company]* shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with CIPC OHS requirements for project/service ..... *[insert brief details of project/service, for example, name, contract/project number]* and will comply with the requirements set out in these.

I accept and agree that the CIPC OHS requirements constitute arrangements and procedures between ..... *[service provider company]* and the Companies and Intellectual Property Commission which will ensure compliance by ..... *[service provider company]* with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

#### CIPC Service Level Agreement / Project Manager Representative

Signed on the ..... day of ..... 20 .....

at ..... (Place)

Name of CIPC's SLA/ Project Manager Representative .....





## OHS Act 85 of 1993 SECTION 37(2) AGREEMENT

Companies and Intellectual  
Property Commission  
a member of the **dtic** group

(Signature) .....

On behalf of **The Companies and Intellectual Property Commission.**

Witnesses

1. ....
2. ....

### Service Provider Acceptance

Signed on the ..... day of ..... 20 .....

at ..... (Place)

Name of designated person representing the Service Provider .....

(Signature) .....

On behalf of ..... [service provider company]

Witnesses

1. ....
2. ....

**Remarks:** The current office accommodation lease is due on the 31 March 2025, provision must be made in the quotation to accommodate the possibility of the office relocating to a different building within the Johannesburg CBD. Payment of the relocation cost is subjected to proof that the service provider was materially affected by the office move, and claimed cost are reflected in the quotation.

Tender/Contract/ RFQ Number \_\_\_\_\_

The Service Provider/Tenderer (Company Full Name) \_\_\_\_\_ accepts the Occupational Health and Safety legislative obligations and other requirements, in addition understands the CIPC OHS Requirements listed hereunder.

**Note:** This acceptance is compulsory during tender/RFQ submission and shall be enforced throughout the supply chain and execution of work.

1. The Service Provider shall and affirms to abide by the relevant laws and regulations including *inter alia*, when rendering services to CIPC:
  - 1.1 Occupational Health and Safety Act 85 of 1993 and Regulations.
  - 1.2 Compensation for Occupational Diseases and Illnesses Act 130 of 1993.
  - 1.3 The National Building Regulation and Building Standards Act 103 of 1977 including The Application of the National Building Regulations.
  - 1.4 CIPC Occupational Health and Safety Evaluation Criteria and/or Requirements.
  - 1.5 Alignment and adherence to all Companies and Intellectual Property Commission policies and rules.
2. Financial penalties shall be enforced on the Service Provider for OHS legal/other related requirements contraventions/ non-conformities identified. *This shall be applicable to contractors and/or suppliers of the Service Provider.*
3. Ensure that all Service Provider employees/ contractors undergo the relevant CIPC OHS & Security Induction, inclusive of the Service Provider's Induction.
4. Management of Employees, Contractors and/or Suppliers
  - 4.1 The Service Provider shall demonstrate to the CIPC Safety, Facilities and Security Management office the process and selection criteria applied when appointing contractors and suppliers.
  - 4.2 The Service Provider shall notify CIPC's SLA Manager, prior to the appointment of contractors and/or suppliers.
  - 4.3 The Service Provider shall ensure that employees, contractors and/or suppliers possess adequate resources and competencies.
  - 4.4 The Service Provider shall account for management of its employees, contractors and/or suppliers, ensure that applicable legal and other requirements are complied with.
  - 4.5 The Service Provider shall monitor OHS and security compliance of its employees, contractors and/or suppliers through observations, assessments and/or audits.
  - 4.6 The Service Provider shall provide the grounds for termination of employment and/ or supplier services at CIPC.
  - 4.7 Contraventions/non-conformities by employees, contractors/suppliers shall be directed to the Service Provider in terms of poor performance and penalty processes.
  - 4.8 CIPC reserves the right to verify all the above mentioned when deemed necessary.
  - 4.9 Employees, contractors and/or suppliers may be instructed to provide statements/testimonials/references when required.
5. The Service Provider shall adhere to prescribed OHS audits, report all OHS incidents, provide monthly manpower reporting and any other compulsory OHS and Security documentation and information.
6. The Service Provider affirms that all documentation and information provided are genuine throughout the supply chain and execution phases of the contract.

#### Acceptance

I, \_\_\_\_\_ (Name of CEO/ Managing Director) hereby accept and confirm that I fully understand the required and the consequences of non-conformity.

Signed at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ (CEO/ Managing Director)



## CIPC Occupational Health and Safety Rules

CIPC is committed to ensure a safe work environment, protect the health and safety of personnel and prevent workplace injuries or losses. To fulfil this commitment, CIPC service providers need to understand that health and safety is everyone's responsibility. The OHS rules are set to achieve desirable safe behaviours by CIPC service providers and to maintain a safe working environment. Conformity to health and safety rules is outlined in the Occupational Health and Safety Act 85 of 1993, Section 14 *General duties of employees at work*. These health and safety rules apply to all employees, agents, consultants and contractors at CIPC offices.

### Rule 1: Free of Intoxicating Substances

No person shall be under the influence of / have in his or her possession / offer any other person intoxicating liquor or drugs while on duty/ on CIPC premises/ operate a vehicle on official CIPC business. In line with the CIPC Drugs and Substance Abuse Policy, no trace of substances or drugs may be found within an employee while on duty. If there is reasonable suspicion that an employee is intoxicated while on duty, CIPC/ the service provider shall reserve the right to subject such an employee to be tested for drugs and/or intoxicating substances. Refusal to participate in such a test shall indicate admission of guilt.

### Rule 2: Proper Housekeeping

Service provider employees shall maintain adequately clear or unobstructed spaces within the building/ work areas, to enable safe working environments and prevent incidents/ injuries. All service provider employees shall exercise housekeeping routines, to keep the workplace clean, orderly and mitigate potential injuries/ fire incidents. Clutter is prohibited in the office and at any other area in the workplace e.g. paper pile, boxes, electronics and other unnecessary items. Appropriate stacking and storage shall be maintained within cabinets, rack shelves and designated storage rooms.

### Rule 3: Prevent slip trips and falls

Service provider employees shall maintain a positive behaviour towards their own safety and that of their colleagues. The positive change of behaviour or habit will reduce the risk of incidents such as slips, trips, and falls. Service provider employees are required to help each other adhere by working in a safe manner, holding onto the handrails when using stairways, use of trolleys to move items, being aware of surroundings and following good housekeeping practices. Service provider employees shall refrain from horseplay/ fooling around, placing charging cables unsafely, walking/running fast in the workplace, usage of mobile phone or laptop while walking or using stairways, carrying items with a blocked view while walking or using stairways, walking on wet floors, using broken furniture and standing on inappropriate equipment. Mindfulness means take your time, pay attention to where you are and what you are doing, so that you will be safe.

### Rule 4: Report Incidents and Obey Emergency Protocols

All service provider employees are required to report work related incidents no later than the end of the working day. Reporting of incidents that result in, or could result in injuries, property damage or near misses is a way of identifying and addressing areas for improvement to prevent re-occurrences/future risks. All service provider employees are required by law to report incidents in the workplace, failure to do is a legal offense. In addition, service providers employees shall adhere to the Emergency Evacuation Procedure, obey instructions given by the public address system and/or the CIPC emergency officials.

### Rule 5: Health and Hygiene Practices

Due to the ongoing disease outbreaks or epidemics, service provider employees shall inform their employer when experiencing viral infection/ Notifiable Medical Conditions symptoms. Always seek early treatment or consult your healthcare professional when suspected symptoms are experienced to prevent further spread of infectious diseases. Adhere to the control measures provided by the Health Department/National Institute for Communicable Diseases (NICD).

Service provider employees working in the office are required to follow hygienic practices; Cover mouth/nose when coughing/ sneezing, regularly wash hands with soap/ sanitize in the absence of water, wipe commonly touched surfaces with sanitised wipes, avoid direct contact and touching of face/eyes/nose/mouth.

### Acceptance

Risky behaviours lead to undesirable incidents, it's important to abide by the CIPC OHS rules as they create conscious awareness and these rules shall not be broken under any circumstances.

I, \_\_\_\_\_ (Name and Surname) hereby acknowledge to familiarise myself with and abide by the CIPC OHS Rules as charted.

Signature \_\_\_\_\_

Date \_\_\_\_\_