



sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA: 02-24-CS-MP

Bid Description: SASSA hereby invite service provider/s for the provision of security guarding services at SASSA Mpumalanga region for the period of thirty-six (36) months.

Name of Institution: South African Social Security Agency (SASSA)

Place where goods, works or services are required:
SASSA Mpumalanga Regional Office, 18 Ferreira Street, 1201

Date Published: 30 August 2024

Closing Date / Time: 23 September 2024 @11:00am

Enquiries:

Supply Chain Management

Contact Person: Mr Lethumusa Ngwenya
Email: LethumusaN@sassa.gov.za
Telephone number: 013 754 9498
FAX Number: N/a

Project Manager

Contact Person: Mr Moyahabo Mokakabye
Email: MoyahaboM@sassa.gov.za
Telephone number: +27 12 400 2587
FAX Number: N/a

Where bid documents can be obtained:

Website: <https://etenders.treasury.gov.za>
<https://sassa.gov.za>

Physical Address: Where bids should be delivered:

SASSA Mpumalanga Regional Office,
18 Ferreira Street
1200

Non- Compulsory Briefing Session

Date : 13 September 2024@09:30

Venue : Microsoft Teams (Virtual)

Bidders to register their name from the date of an advert and at least a day before briefing session as per the advert by providing company name, contact details and at least one representative to enable SASSA to provide bidders with a link. Details must be sent to email address: SCMQuotesMP@sassa.gov.za or LebogangMa@sassa.gov.za



*paying the right social grant, to the right person,
at the right time and place. NJALO!*

South African Social Security Agency
Head Office

SASSA House • 18 Ferreira Street
Nelspruit • Private Bag X55662 • Nelspruit, 1200
Tel: +27 12 754 9346 • Fax: 086 656 4166
www.sassa.gov.za


**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SASSA)					
BID NUMBER:	SASSA: 02-24-CS-MP	CLOSING DATE:	23 September 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	SASSA hereby invite service provider/s for the provision of security guarding services at SASSA Mpumalanga region for the period of thirty-six (36) months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA Mpumalanga Regional Office, 18 Ferreira Street 1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Ngwenya Lethumusa		CONTACT PERSON	Mr Moyahabo Mokakabye	
TELEPHONE NUMBER	013 754 9498		TELEPHONE NUMBER	+27 12 400 2587	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	lethumusan@sassa.gov.za		E-MAIL ADDRESS	MoyahaboM@sassa.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:			
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.			
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.			
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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 C&D 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."			

SIGNATURE OF BIDDER:	.....	DATE	.....
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

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

DATE:

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

-	Required by:	.....
-	At:	.....
-	Brand and model	.....
-	Country of origin	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....
-	Delivery:		*Firm/not firm

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

*Delete if not applicable

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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.
- 1.2 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.

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.

STANDARD BIDDING DOCUMENT (SBD) 4

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

STANDARD BIDDING DOCUMENT (SBD) 4

- 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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.
- 3.7 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

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.

STANDARD BIDDING DOCUMENT (SBD) 4

investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The 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 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10	20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9	18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8	16		
B-BBEE Status Level 1 - 2 contributor	7	14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	5	12		
B-BBEE Status Level 3 - 4 contributor	4	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
Others (Non-Compliant)	0	0		
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.				

Returnable document to claim points	Please tick below for the attached document
1. B-BBEE Certificate	
2. Sworn Affidavit (EME or QSE)	
3. CSD registration number	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have not 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:	.....



**TERMS OF REFERENCE:
APPOINTMENT OF SERVICE
PROVIDER FOR THE PROVISION
OF SECURITY GUARDING
SERVICES AT SASSA
MPUMALANGA REGION FOR A
PERIOD OF THIRTY-SIX (36)
MONTHS**

ACRONYMS

BBBEE	Broad Based Black Economic Employment
COIDA	Compensation of Injury and Diseases Act
CV	Curriculum Vitae
CSD	Central Supplier Database
EME	Exempted Micro Enterprise
GCC	General Conditions of Contract
MISS	Minimum Information Security Standards
MPSS	Minimum Physical Security Standards
NQF	National Qualification Framework
PPPFA	Preferential Procurement Policy Framework
PSIRA	Private Security Industry Regulatory Authority
RMC	Records Management Centre
SANAS	South African National Accreditation System
SAPS	South African Police Services
SASSA	South African Social Security Agency
SBD	Standard Bidding Document
SCM	Supply Chain Management
SLA	Service Level Agreement
SOP	Standard Operating Procedures
SSA	State Security Agency
TOR	Terms of Reference
TRA	Threat Risk Assessment
UIF	Unemployed Insurance Fund
24/7	24 hours / 7 days a week

1. OBJECTIVE

The main objective is to invite bids from prospective service providers for the provision of security guarding services for a period of thirty-six (36) months at SASSA Mpumalanga Regional Office, District, Records Management Centre, Local and Service Offices.

2. BACKGROUND

- 2.1 SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act 13 of 2004).
- 2.2 The Control of Access to Public Premises and Vehicles Act 1985, Act No. 53 of 1985 as amended; the Criminal Procedure Act 1977, Act No. 51 of 1977; the Minimum Information Security Standards (MISS); the Minimum Physical Security Standards (MPSS); the SASSA Security Policy and various other legislations that regulate security within the Organs of State, prescribe the implementation of security measures as the most crucial in protecting assets of the state and ensuring business continuity.
- 2.3 The SASSA Mpumalanga Region is currently structured as follows:
 - 2.3.1 Regional Office;
 - 2.3.2 District Offices;
 - 2.3.3 Local Offices;
 - 2.3.4 Service Offices; and
 - 2.3.5 Records Management Center (RMC).

***Please refer to Annexure A for a detailed Schedule of Offices and Security officers**

3. SCOPE OF WORK

- 3.1 The successful bidder will be required to provide security guarding services in all offices occupied/utilized by the SASSA Mpumalanga region.
- 3.2 Successful bidder must provide PSIRA registered security officers that will render security guarding services on a 24-hour basis including holidays for a fixed term of thirty-six (36) months.

- 3.3 Security officers are expected to act as authorized officers in terms of the Control of Access to Public Premises and Vehicles Act 1985 (Act No. 53 of 1985) as amended and perform the following functions:
- 3.3.1 Control access to premises taking into account access control principles of identification, escort, authorization, recording and searching of personnel and vehicles. Access control will include:
- a) Control of the flow of pedestrians to and from SASSA premises by means of provided or owned x-ray machines and walk-through metal detectors/handheld metal detectors and carry out functions as prescribed. All relevant registers are to be updated on a daily basis; and
 - b) Control the flow of vehicles to and from the premises as prescribed. Only personnel, visitors, authorized service providers, delivery vehicles, SASSA vehicles are allowed through these entrances and proper records of all vehicle movements are to be maintained and be readily available for inspection by SASSA.
- 3.3.2 Patrol of premises in ensuring protection of assets (personnel, property, visitors, beneficiaries and information);
- 3.3.3 Recording of all incidents in relevant registers; and
- 3.3.4 Apply and enforce relevant key SASSA policies, systems and procedures, which relates to provision of security guarding services.

4. QUANTITIES AND EXPECTED DELIVERABLES

- 4.1 It is expected that quantities as reflected on the **Schedule of Offices and Security officers** will be delivered during the period of contract. These quantities are given in good faith and without commitment from the SASSA Mpumalanga region. **Refer to the Attached Schedule of Offices and Security officers (Annexure A) and paragraph 16.4**
- 4.2 The successful bidder will be expected to prove the existence of the Control Room which must meet the following requirements:
- 4.2.1 The security control room must comply with the following basic requirements (Annexure B):
- a) Operate 24 hours;
 - b) Manned by trained control room operators – the level of training to be verified during site visits;
 - c) Constructed with double brick walls/ steel caging, concrete slab ceiling/ steel caging, have no windows, having air conditioner and access to it controlled;
 - d) Not shared with any other service provider;

- e) Equipped with base radio, telephone, first aid kit, fire extinguisher, occurrence book/incident register, operating manuals for all equipment in the control room, duty rosters for registered security officers and employee database;
- f) Independent Communication Authority of South Africa (ICASA) radiation certificate for the radios;
- g) Firearms safe;
- h) Must meet applicable legal requirements and security industry best practices.

5. GENERAL DUTIES AND RESPONSIBILITIES OF THE BIDDER

The successful bidder must ensure the following but not limited:

- 5.1. To provide security guarding services meant to protect SASSA assets including personnel, information and equipment against damage, theft and vandalism.
- 5.2. To perform access control duties, patrol SASSA premises to prevent unauthorized persons from entering and removing equipment or assets such as beneficiary files etc. from the premises concerned and prevent any other criminal activities.
- 5.3. To protect employees, visitors and customers by preventing or minimizing the risk of injury including death.
- 5.4. To apprehend any suspicious person on the premises and to take action as mandated and required by the laws of the Republic of South Africa.
- 5.5. To report any suspicious action or unusual occurrence/incident to the South African Social Security Agency and the South African Police Services (SAPS).
- 5.6. Registered security officers must be supervised on a regular basis and be equipped to perform their duties as agreed upon.
- 5.7. To prevent and remove persons from illegal dumping, erecting of structures on and occupying premises under the control of SASSA.
- 5.8. To monitor security threats and risks within the SASSA's area of responsibility and provide an early warning to facilitate proactive interventions.
- 5.9. The bidder shall conduct business in a courteous and professional manner.
- 5.10. The bidder to provide necessary documentation as requested prior to the awarding of the contract.

5.11. To maintain a 24/7 permanently manned office/control room for the duration of the contract to enable effective continuous communication with SASSA and the bidder's field staff.

6. MANAGEMENT AND SUPERVISION

6.1. The bidder must make provision for the Security Operational Manager who shall exercise supervision of registered security officers and/or activities on behalf of the bidder. The Security Operational Manager shall be a competent and responsible individual who has three (3) years' experience in carrying out the following security functions at management level:

- a) manage and provide effective leadership to the private security team and ensure that resources are appropriately and efficiently coordinated;
- b) have overall responsibility for the security staff and Service Provider's supervisors;
- c) responsible for the efficient and effective management of all aspects of contracted security guarding of the SASSA Mpumalanga Region on a 24 hours' x 7 days' basis;
- d) responsible for performance and attendance to security related issues and ensure that they are addressed at the correct time, in accordance with policies and procedures;
- e) maintain the Security Operations Manual up to date for use by all on site security personnel to cover duties, individual instructions for each post; attendance; use of security equipment; dress standard; training etc.;
- f) provide a professional interface with the public, ensuring that the necessary protections are in place for the Regional Office and local offices of SASSA Mpumalanga Region and that core business is properly and appropriately secured against threat;
- g) ensure that all training needs are identified and processed promptly and are undertaken at the appropriate time; and
- h) ensure that the security function fully meets the Service Level Agreement (SLA) requirements.

6.2. SASSA may delegate to any person any of its powers or functions in terms of this agreement and on receiving notice in writing of such delegation, the bidder(s) shall recognize and obey the delegated person to whom any such powers or functions have been delegated.

6.3. The bidder shall exercise adequate supervision over the services rendered and shall be represented by a representative having full power and authority on behalf of the Operational Manager. Such representative shall be competent and responsible and shall have adequate experience in carrying out the security functions provided in terms of this agreement.

6.4. The bidder shall be required to carry out proper supervision of his own personnel by means of at least two visits by an off-site supervisor per

month. The Operational Manager must visit SASSA Mpumalanga Region offices at least once per quarter. These visits must be recorded in the monthly report. Details of such visits shall be recorded in the occurrence book provided by the bidder and the pocket books of security personnel visited.

- 6.5. The bidder shall at all times be responsible for the acts and omissions of his employees providing security guarding services to SASSA in terms of this agreement while they are acting within the course and scope of their duties and employment.

7. ADMINISTRATIVE INFRASTRUCTURE

- 7.1. The bidder must demonstrate the capacity to have the administrative and management infrastructure to manage the contract at the time of commencement of the contract. Such administrative and management infrastructure must include but not limited to clearly marked vehicles, immovable office structure, personnel and 24 hours' functional control room.
- 7.2. The bidder must grant SASSA access to its premises at any time for infrastructure compliance inspection(s). These premises must be acceptable for the running of a security business and be equipped with fully functioning equipment manned by skilled staff.

8. LEGAL REQUIREMENTS

- 8.1. The contract shall in all respects be construed in accordance with the laws of the Republic of South Africa and any disputes that may arise between the bidder and SASSA in regard to the contract shall be settled within the courts of the Republic of South Africa.
- 8.2. Bidder(s) must comply with but not limited to the following relevant legislation:
 - a) The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);
 - b) The Private Security Industry Regulations, 2002 dated 14 February 2002;
 - c) Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993);
 - d) The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
 - e) The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
 - f) The Firearms Control Act, 2000 (Act no. 60 of 2000);
 - g) The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
 - h) The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);

- 8.3. Should any of the above be amended or replaced, such replacement or amendment must be adhered to.
- 8.4. All bidder(s) must be registered with the following:
- a) Private Security Industry Regulatory Authority (PSIRA),
 - b) Central Supplier Database (CSD),
 - c) Compensation for Occupational Injuries and Diseases Act (COIDA),
 - d) Unemployment Insurance Fund (UIF).
- 8.5. SASSA will not tolerate any unfair labour practices that happen during the duration of the contract. Labour disputes are the sole responsibility of the service provider. In the event of a labour dispute the service provider will continue to deploy alternative registered security officers.

9. CONFIDENTIALITY

- 9.1. The bidder must ensure that SASSA's interests are served at all times during the contract period. Any information gained by the bidder during the course of the contract must be kept in strict confidence and may not be used without the written permission of SASSA.

10. SECURITY PERSONNEL

- 10.1. It is the responsibility of the bidder to ensure that security personnel employed meet the following requirements at all times:
- a) Registered security officers must have at least Grade 10 and a minimum of Grade C PSIRA registration;
 - b) Supervisors must have Grade 12 and Grade B PSIRA Certificate;
 - c) All security officers must for the purposes of report writing and making entries in the relevant registers, be able to read and write at least English;
 - d) Security officers must not be younger than 18 years of age;
 - e) Security officers must be prepared to work a maximum of 12 hours shifts;
 - f) Supervisors and security officers must have undergone and passed the PSIRA registered security officers training;
 - g) Security officers must at all times present an acceptable image/appearance which implies inter alia that they may not sit, lounge about, smoke, eat or drink whilst attending to people;
 - h) 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 arguments with visitors, personnel or discourteous behavior towards them.

11. WORKING HOURS AND RATES

- 11.1. Security guarding services shall be provided twenty-four hours and seven days a week.
- 11.2. The successful bidder to apply and remunerate registered security officers in accordance with standards rates as prescribed by the PSIRA and according to the sectoral determination.

12. ADDITIONAL / ADHOC SECURITY GUARDING SERVICES

- 12.1. Due to security operational requirements within SASSA, additional security guarding services may periodically be required on *an adhoc* basis such as during SASSA events etc.
- 12.2. Requests for additional security guarding services shall be handled as follows:
 - a) SASSA shall in advance request confirmation from the contracted bidder to establish its capacity and ability to render the required additional services at the time that the service is needed. The contracted bidder shall be expected to have capacity to provide *ad hoc* / additional security guarding services.
 - b) The bidder's confirmation shall also include a detailed plan and dedicated team with a manager when necessary.
 - c) The contracted bidder shall provide SASSA with a quotation for the required ad hoc services.
 - d) SASSA shall assess the bidder's confirmation for the rendering of additional security guarding services before acceptance.
 - e) SASSA shall have the right to procure alternative bidder in cases where the contracted bidder:
 - I. Confirms in writing that they do not have the capacity or ability to render the required ad hoc services;
 - II. The quotation is not in compliance with the PSIRA requirements;
 - III. The quotation is not market related; and
 - IV. The services cannot be adequately provided.
 - f) Payment for such services will be calculated separately from the normal security guarding services and will be subject to the provision of accepted quotations prior to engagement of such services and proof that the services were rendered as required.
 - g) The security officers provided for the ad-hoc services/event will be subjected to security screening as may be required.

13. TRAINING OF SECURITY PERSONNEL

- 13.1. The successful bidder shall before the effective date of the contract, provide proof of certification of all security personnel that will be utilized on this contract, as Grade A, B, and C.
- 13.2. Should the need arise for the provision of firearms, personnel issued with firearms must have received the necessary training for such firearm(s) from an accredited service provider and must have a competency certificate issued SAPS. Personnel must be professionally and formally trained and be able to use and handle firearms when required.
- 13.3. SASSA may conduct random tests/inspections to test the abilities of the security officers to perform security duties.
- 13.4. The security officers shall after completion of their training, have expertise to execute their functions effectively, in particular regarding but not limited to the execution of their functions, including the legal aspects thereof.
- 13.5. The successful bidder must provide training to security officers before the commencement date to ensure that the security officers will immediately be qualified to perform their services to the level of professional efficiency required by SASSA.
- 13.6. The successful bidder shall be responsible for all costs incurred in the training of security officers.

14. BIDDER'S OBLIGATIONS

- 14.1. To ensure that all staff working under this contract are in good health and pose no risk to any SASSA employee and clients/contractors.
- 14.2. To comply with SASSA security and emergency policies.
- 14.3. To ensure that SASSA is informed of any removal or replacement of registered security officers.
- 14.4. To have the required number of registered security officers available to render a service to the Agency during any crisis or adhoc situations.
- 14.5. To pay all registered security officers employed by the bidder the minimum wages according to the applicable sectorial determination.
- 14.6. Ensure that all registered security officers under this contract are provided with uniforms which state the name of the company and which can be clearly distinguished from other companies. SASSA reserves the right to order immediate removal of a security officer who does not adhere to this arrangement. The uniform provided to security officers must comprise/consist of the following:

14.6.1. Male Registered security officers:

- a) Baton, Jacket, Jersey, formal trousers, shirt, formal shoes, whistle, rain suit/umbrella, tie, nametag, handcuffs and keys.

14.6.2. Female Registered security officers

- b) Baton, blouse/shirt, handcuffs and keys, jacket, jersey, shoes, skirt/trousers, whistle, rain suit/umbrella, tie/cravat, nametag.

Employment of foreign nationals as security guards is discouraged because security guarding services is not categorised in terms of the law, as one of the scarce skills

- 14.7. The successful bidder must agree to reliability checks by the SSA on the company, registered security officers and all directors of the company or member of the close corporation prior to the signing of the contract.
- 14.8. To provide all equipment but not limited to the following:
 - 14.8.1. Occurrence Book and other relevant security registers;
 - 14.8.2. Fully operational radios;
 - 14.8.3. Fully operational torches,
 - 14.8.4. Panic buttons;
 - 14.8.5. Pocket Book;
 - 14.8.6. PSIRA Identification Cards;
 - 14.8.7. Pens;
 - 14.8.8. Handcuffs and keys;
 - 14.8.9. Handheld metal detectors and
 - 14.8.10. Magnetic Torch System.
- 14.9. The successful bidder must provide real-time monitoring system. The system should be fully networkable and identified SASSA personnel must be informed of specific incidents which will be indicated via short message service (SMS) and email as well as complete monthly and investigation reports submitted to SASSA.
- 14.10. The successful bidder shall acquaint himself/herself with any relevant wage regulating measures or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of agreement.
- 14.11. The successful bidder shall upon request provide audited proof that remuneration paid to each of their employee was adjusted by at least the amount which the statutory wage applicable to each individual was increased.

- 14.12. The successful bidder shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses, provident fund contributions, medical fund and insurance premiums.
- 14.13. The successful bidder shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognized authority in respect of security personnel provided or as a result of the security personnel being provided by the bidder in terms of this agreement and shall on request furnish sufficient documentary proof to SASSA that these payments have in fact been made, e.g. UIF etc.
- 14.14. The successful bidder shall in consultation with SASSA develop and make available a clear job and post description to all identified posts and activities on the premises/site. Security officers must acknowledge receipt of, acquaint themselves with and sign off a copy of all job and post descriptions. A copy of the job description must also be kept at all duty points and the bidder's head office

15. PENALTIES

- 15.1. If the successful bidder fails to deliver or perform any of the services within the prescribed period specified in the contract, SASSA shall without prejudice to its other remedies under the contract deduct from the contract price or monthly invoice, as a penalty a sum calculated on the delivered price of the unperformed service(s) using the amounts reflected hereunder for each day per item. SASSA may also consider termination of the contract pursuant to the general conditions of the contract.

ITEM	PENALTY
Unavailability of two-way/Hand-held radio	R500,00 per duty point.
Unavailability of two torch/flashlight	R500,00 per duty point.
Unavailability of Magnetic Torch System	R1 000,00 per duty point
Unavailability of Panic Button(s)	R2 000,00 per duty point
Unavailability of Handheld metal detectors	R500,00 per duty point
Unavailability of Standard Operating Procedure on Site	R500,00 per shift.
Unavailability of Uniform	R500,00 per person per shift.
Unavailability of Occurrence Book	R500,00 per shift.

ITEM	PENALTY
Unavailability of Pocket Book	R500,00 per person per shift.
Unavailability of Pens	R250,00 per person per shift.
Unavailability of Handcuffs and keys	R500,00 per duty point.
Sleeping on duty	R1 500,00 per person per shift.
Under the influence of alcohol and drugs	R1 500,00 and immediate removal.
Late posting	R500,00 per post per hour.
Short posting	R1 500,00 per person per shift.
Desertion of post	R1 500,00 per person per shift.
Falsification of entries into the occurrence book	R500,00 per page on which faults were found. Removal of the Security Officer involved.
Failure to report incident	R1 500,00 per person per duty point.
Monthly report not received within 05 days	R2 000,00 per company report
Unavailability of Management/Supervisory visit	R1 500,00 per duty point per shift.
Unauthorized disclosure of information	R1 500,00 per duty point.
Late/non-payment of salaries	R500,00 per security officer not paid per day.
Expired PSIRA identification cards/certificate	R500,00 per security officer.
Unavailability of the guard monitoring system	R 500, 00 per office
Inability to provide proof of established offices in the regions where they have been appointed within a period of 2 (two) months.	Termination of contract.

16. BID CONDITIONS

- 16.1. The bidder shall allow his/her personnel to attend and if necessary, testify in court proceedings, as well as in disciplinary and arbitration proceedings should SASSA deem it necessary, provided SASSA has notified the bidder within a reasonable time before the start of the proceedings that the presence of the bidder's personnel is required by SASSA.

- 16.2. The contract shall be terminated immediately should the successful bidder no longer qualify as a service provider in terms of the PSIRA Act, 2001 (Act no 56 of 2001).
- 16.3. If the bidder becomes unable for any reason, whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder, SASSA reserves the right to cancel the contract forthwith and to terminate the services of the bidder without prior notice to do so. In such an event, the bidder shall, when called to do so, hand over to SASSA all documents, which are related to the contract.
- 16.4. The Agency may in certain instances require an increase or decrease in the number of security personnel at a service station/office. For example, the number of security officers may be scaled down due to the fact that SASSA is gearing towards the implementation of digital/electronic security systems in identified offices/areas. The scaling down of the number of security officers will be implemented in phases commencing at any time during the course of the contract. The Agency will prior to effecting such a decrease or increase notify the service provider in writing, within one month. It should further be noted that the Agency may at any given time source new office space which might have an impact on the number of security officers required.
- 16.5. Should SASSA property or any part(s) of SASSA property be damaged or destroyed, SASSA will, in its discretion determine which part(s) of the property no longer be bound by the stipulations of this agreement and no claim for indemnification in favor of one party against the other shall result from there. In respect of the remaining part(s) of the premises, which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of date of such change. If the damage to property is repaired, SASSA may request the service provider to resume the security guarding services. SASSA will provide the service provider with one-month prior notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.
- 16.6. SASSA shall not accept any responsibility for accounts/expenses incurred by the successful bidder that was not agreed upon by the contracting parties.
- 16.7. The successful bidder undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as is practically possible before the commencement of this agreement.

- 16.8. No security personnel provided by the successful bidder shall comment to the press or any other public communications media upon the business of SASSA.
- 16.9. The successful bidder shall notify SASSA in writing of any change of address within five days hereof.
- 16.10. The personnel provided in terms of this agreement shall report for duty at those points indicated by SASSA. These points of reporting may vary from time to time according to the operational requirements of SASSA.
- 16.11. The successful bidder shall provide SASSA with daily posting sheets immediately when required by SASSA.
- 16.12. The successful bidder shall be responsible for all costs incurred in the transport, deployment and posting of security personnel.
- 16.13. Training, vetting, criminal checks, issuing of uniform and equipment, standing operating procedures must be completed ten working days before the commencement of the contract.
- 16.14. SASSA reserves the right to inspect the services rendered by the successful bidder at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 16.15. The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.
- 16.16. The successful bidder shall take all possible steps to ensure that the contract and the intended execution take place.
- 16.17. SASSA reserves the right to conduct security background checks in respect of the recommended bidder and its directors or members as well as registered security officers through the SSA. Appointment of successful bidder will be subject to positive background checks.
- 16.18. The successful bidder must keep available for inspection, at headquarters, personnel files as well as all appropriate documents of all security personnel in his/her service.
- 16.19. SASSA reserves the right to ascertain from the Private Security Regulatory Industry (PSIRA) whether the security personnel in service are registered with PSIRA.
- 16.20. The bid price must be inclusive of all relevant costs in terms of the PSIRA illustrative structure/schedule in accordance with the areas and as determined by the Sectorial Wage Determination guidelines issued from

time to time by the Department of Labour, as well as the running costs, public liability insurance and equipment.

- 16.21. Price adjustment will only be effected when proof of increase from PSIRA and any other recognized or legal structure(s) is presented and upon written request by the appointed service provider. SASSA will for the purposes of implementing annual adjustments as promulgated or pronounced by the relevant Minister consider and apply stipulations outlined in the recently issued circulars/sectorial determinations in line with the following:
- a) Consumer Price Index (CPI) as issued by Statistics South Africa upon contract anniversary; and
 - b) Sectorial Wage Increment adjustments, as per the cost of labour formula, will be applied.
- 16.22. Deviation from this pricing schedule will result in a bid proposal being declared non-compliant.
- 16.23. The successful bidder will enter into a Service Level Agreement (SLA) with SASSA.
- 16.24. Successful bidder must attach proof of footprint in Mpumalanga which include valid lease agreement(s) or title deed(s). Bidders who are unable to provide proof hereof will be expected to establish offices in Mpumalanga within a period of 2 (two) months. Bidders must attach the signed letter of intent to procure or establish office in Mpumalanga should they be awarded the contract or their bid proposal become successful. In the event that the bidder fails to establish offices in Mpumalanga within the required period and to produce the proof connected herewith, the Agency will terminate the contract. The SASSA Mpumalanga Region delegated official will in the third month of the contract visit the newly-established offices/facilities of the appointed bidder to confirm existence or presence of the company.
- 16.25. SASSA reserves the right to conduct regular inspections during the existence of the contract with a view to evaluate the performance of contractual obligations by the bidder.
- 16.26. SASSA reserves the right to enter into price negotiation with the prospective bidder in instances where the price offered is above the market related price.
- 16.27. Each bid shall once they have been submitted and after closure, constitute a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended or withdrawn.

- 16.28. Bid proposals submitted must be bound or in a lever arch file and properly indexed. SASSA will not be held responsible for any information that goes missing or disappears due to improper packaging and/or indexing of bid documents.
- 16.29. SASSA reserves the right to verify and authenticate all the information supplied in the bid documents by the bidder. If SASSA discovers that fraudulent or unverifiable document was submitted during the bidding process, such will lead to disqualification or cancellation.
- 16.30. SASSA may, for any reason during relevant evaluation stage(s), request any Bidder to supply further information and/or documentation.
- 16.31. SASSA reserves the right to inspect the premises, head office and control room of the service provider before and after the bid is awarded. This will be done at unannounced intervals as determined by SASSA.
- 16.32. The appointment of the successful Bidder is subject to the conclusion of Service Level Agreement (SLA) between SASSA and the successful Bidder governing all rights and obligations related to the required services. The SLA shall be prepared by SASSA to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by SASSA (whether arising from the specifications of the successful bidder's proposal or otherwise).

17. PUBLIC LIABILITY

- 17.1. The bidder indemnifies SASSA from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the service provider or any other person that may result from or be related to the execution of this contract.
- 17.2. The bidder will be held responsible for any damage or theft by his/her employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by SASSA against the service provider. SASSA reserves the right to claim for damages against the service provider arising out of negligence and/or poor performance by the service provider or its registered security officers.
- 17.3. Bidder must have public liability insurance with R 10 million cover or a letter from the insurer indicating intention to take up cover at the time of submitting the bid documents.
- 17.4. In the case of the loss or damage to property resulting from providing service, the bidder undertakes to repair/rectify the damage immediately

after the notification by Security Management in the Agency. If the bidder fails to act after such notification, SASSA will rectify the damages at will and the costs will be recovered from the bidder.

18. EVALUATION OF BID PROPOSALS

The bid proposals will be evaluated in line with 90/10 in terms of the Preferential Procurement Policy Framework Act is applicable. The evaluation will be conducted in the following two stages:

The evaluation shall be conducted as follows:

18.1. STAGE ONE:

- Phase one: Mandatory Requirements
- Phase two: Administrative compliance requirements
- Phase three: Functionality Requirements
- Phase four: Infrastructure compliance inspection

18.1.1 Phase One: Mandatory Requirements

- a) Bidders must **complete** and submit the attached Infrastructure Compliance Inspections Checklist in order for the Bid Evaluation Committee to confirm the existence of the infrastructure (**Annexure B**). Non-compliance to any of the prescribed Security Control Room compliance and the infrastructure requirements will lead to disqualification;
- b) Valid Public Liability insurance with R 10 million and above cover or a letter from the insurer indicating intention to take up the cover of 10 million and above;
- c) Valid certified copy of company registration with PSIRA not older than six months;
- d) Valid company directors' certified copy of PSIRA registration certificate not older than six months;
- e) Valid certified PSIRA letter of good standing not older than six months;
- f) Valid certified copy of UIF registration certificate not older than six months;
- g) Valid Certified copy of COIDA certificate or letter of good standing not older than six months; and
- h) Bidder(s) must provide or attach award letters/contracts/purchase orders in respect of each of the contracts completed. Such award letters/contracts/purchase orders from the clients must bear the company logo reflecting name(s) and contact details of client(s); the type of services rendered (specifically security guarding services), start, end dates and values of the contracts as signed by previous client(s). **Annexure C** must be fully completed;
- i) Proposals must be submitted in line with all attached annexures and detailed specifications; and

NB: Failure to submit the above documents will lead to the disqualification of the bid proposal. Copies of certified copies of certificates/ documents will not be accepted.

18.1.2 Phase Two: Administrative Compliance

Bidder(s) are required to submit the following documents:

Administrative Requirement	Complaint	Non-compliant
Proof of registration with National Treasury Central Supplier Database		
Tax compliance status PIN		
Company director's certified identification (ID) Copy Not older than six (6) months		
Completed and signed SBD forms by the bidder(s), (SBD 1, SBD 3.2, SBD 4, and SBD 6.1)		
Failure to submit the required documents may lead to the disqualification of the bid proposal		

18.1.3 Phase Three: Functionality Requirements

- 1) Poor, 2) Average, 3) Good, 4) Very good, 5) Excellent.

EVALUATION CRITERIA		WEIGHT
Experience in the security industry		60
(a) Experience: Total value of the current and completed security guarding contracts in the last ten (10) years		
Values of Contracts	Score	30
R1 – R 10 000 000	1	
R 10 000 001 – R 30 000 000	2	
R 30 000 001 – R 50 000 000	3	
R 50 000 001 – R 70 000 000	4	
R 70 000 001 and above	5	
(b) Experience: Number of current and completed security guarding contracts in the last ten (10) years		
Number of Contracts	Score	30
1 to 3 Contracts	1	
4 to 5 Contracts	2	
6 to 7 Contracts	3	
8 to 9 Contracts	4	
10 and more Contracts	5	

EVALUATION CRITERIA	WEIGHT												
<p>Bidder(s) must provide/attach a table outlining current and previous clients in government, State-Owned Entities and Private Entities reflecting names and contact details of client(s), the types of services rendered, start and end dates and the values of the contracts. <u>Refer to Annexure C.</u></p> <p>Bidder(s) must attach award letters or contracts or purchase orders in respect of each of the contracts reflected in table (a) above. Such award letters or contracts or purchase orders from the client(s) must be in the company logo reflecting name(s) and contact details of client(s); the type of services rendered (specifically security guarding services), start, end dates and values of the contracts as signed by the client. SASSA may verify the contents of the award letters or purchase orders or contracts with the bidders' clients.</p>													
Comprehensive Project Implementation Plan	40												
<p>The Comprehensive Project Implementation Plan must cover the following:</p>													
<p>Deployment Plan Detailing:</p> <p>(a) the takeover activities with timeframes, (b) staff orientation/induction with timeframes, (c) recruitment with timeframes, (d) handing over duties at exit stage; and (e) attaching CV's outlining details of at least four (4) project management team members and the role and experience of each team member.</p> <table border="1" data-bbox="446 1198 1189 1411"> <thead> <tr> <th>Number of Elements</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1</td> </tr> <tr> <td>2</td> <td>2</td> </tr> <tr> <td>3</td> <td>3</td> </tr> <tr> <td>4</td> <td>4</td> </tr> <tr> <td>5</td> <td>5</td> </tr> </tbody> </table>	Number of Elements	Score	1	1	2	2	3	3	4	4	5	5	10
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<p>Occupational Health and Safety Plan outlining what the successful bidder will do to manage health and safety related matters as provided for in the relevant prescripts including but not limited to</p> <p>(a) appointment of OHS representatives reflecting timeframes, (b) incident management reflecting timeframes, (c) incident investigations with timeframes, (d) incident recording, and (e) Procurement of the required OHS equipment. Bidders should refrain from attaching the Occupational Health and Safety Act and its Regulations as well as their internal policies as no points will be allocated to such.</p>	10												

EVALUATION CRITERIA		WEIGHT												
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<p>Contingency Plan outlining what the successful bidder will do in crisis situations including but not limited to:</p> <p>(a) staff shortages indicating timeframe, (b) strikes/labour unrests indicating timeframe, (c) shortage of equipment indicating timeframe, (d) adhoc arrangements indicating timeframe; and (e) the contingency plan must be detailed. It must be noted that no points will be allocated for emergency management procedures/policies.</p> <table border="1"> <thead> <tr> <th>Number of Elements</th> <th>Score</th> </tr> </thead> <tbody> <tr><td>1</td><td>1</td></tr> <tr><td>2</td><td>2</td></tr> <tr><td>3</td><td>3</td></tr> <tr><td>4</td><td>4</td></tr> <tr><td>5</td><td>5</td></tr> </tbody> </table>	Number of Elements	Score	1	1	2	2	3	3	4	4	5	5		10
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4	4													
5	5													
<p>Training Plan explaining:</p> <p>(a) specific target areas, (b) intended audience, (c) intended purpose, (d) period at which it will be provided during the existence of the contract; and (e)the identified relevant service provider (internal or external). Bidders should refrain from attaching training manuals and procedures as no points will be allocated for such.</p> <table border="1"> <thead> <tr> <th>Number of Elements</th> <th>Score</th> </tr> </thead> <tbody> <tr><td>1</td><td>1</td></tr> <tr><td>2</td><td>2</td></tr> <tr><td>3</td><td>3</td></tr> <tr><td>4</td><td>4</td></tr> <tr><td>5</td><td>5</td></tr> </tbody> </table>	Number of Elements	Score	1	1	2	2	3	3	4	4	5	5		10
Number of Elements	Score													
1	1													
2	2													
3	3													
4	4													
5	5													
TOTAL		100												

Bidders must obtain a minimum of 80 points on functionality evaluation to qualify for further evaluation on Infrastructure compliance inspection.

18.1.4 Phase Four: Infrastructure compliance inspection

SASSA reserves the right to conduct unannounced Infrastructure Compliance Inspections on the bidders who obtained **80 points** on functionality evaluation. The purpose of the unannounced Infrastructure Inspections will be to confirm the existence and availability of the infrastructure and equipment mentioned in the bid documents **(with specific reference to Annexure B)**. Should it be found that the bidder does not meet any of the prescribed Security Control Room compliance and infrastructure requirements, SASSA will exercise the right to disqualify the bid, and as such the bid proposal will be deemed as misrepresentation of facts and therefore incapacity on the part of the bidder to render the required services.

Any bidder found to have misrepresented facts or information in the bidding documents after the due diligence process shall be disqualified and blacklisted in terms of relevant/applicable National Treasury Practice Note(s)

18.2 STAGE TWO: PRICE AND SPECIFIC GOALS

SASSA will consider PSIRA pricing structures. Therefore, bidder(s) who deviate from the applicable PSIRA Illustrative pricing structures/guidelines by quoting below the current year (2024/2025) PSIRA illustrative pricing structure threshold of A+B+C will be deemed non-compliant and therefore disqualified.

18.2.1 The 90/10 preference points system will apply in the evaluation of proposals submitted. Table below will be applied in order to evaluate each bid:

Price and Specific Goals	100
Price	90
Specific Goals	10

(a) Points awarded for BBBEE Status level of contribution will be evaluated for preference as follows:

In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a service provider for attaining the BBBEE status level of contribution in accordance with the table below:

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 claimed (90/10 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10	
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9	
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8	
B-BBEE Status Level 1 - 2 contributor	7	
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	5	
B-BBEE Status Level 3 - 4 contributor	4	
B-BBEE Status Level 5 - 8 contributor	2	
Non-compliant contributor	0	
Note: In the event of the bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points		

- (b) Bidder(s) must submit a BBEE Verification Certificate from a verification agency accredited by the South African Accreditation System (SANAS), or sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths, together with the bid. Failure to submit will be interpreted to mean that preference points for BBEE status level of contribution are not claimed.

19 BID AWARD AND CONTRACT

19.1 The contract will be concluded between SASSA and the successful bidder.

19.2 The contract period is from the date of signing the contract, for period of thirty-six (36) months.

19.3 SASSA reserves the right to not award the tender.

20 ANTI BRIBERY AND CORRUPTION CLAUSES

- 20.1 The bidder represents that it is familiar with (i) the South African Prevention and Combatting of Corrupt Activities Act, Act 12 of 2004, and (ii) other public and commercial anti-bribery laws which may apply ("Anti-Bribery Laws").
- 20.2 The bidder represents that this tender process will be done in compliance with the Anti-Bribery Laws.
- 20.3 The bidder warrants that it and its affiliates have not made, offered, or authorized and will not make, offer or authorize with respect to the matters which are the subject of this tender, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any officer or employee of SASSA or any public official (i.e., any person holding a legislative, administrative or judicial enterprise) office, including any person employed by or acting on behalf of a public agency, or a public or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.
- 20.4 The bidder shall not make any payment (facilitation payment) to any employee of SASSA to solicit a pre-determined outcome on a procurement matter or to speed up an administration process in the realization of a pre-determined outcome.
- 20.5 The bidder represents that, to the best of its knowledge and belief, and save as disclosed to SASSA, neither it nor any of its personnel have been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any breach of the Anti-Bribery Laws by any law enforcement, regulatory or other government agency or any customer or supplier; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any breach of the Anti-Bribery Laws, or been debarred from bidding for any contract or business; or are public officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of the company. The bidder agrees that if, at any time, it becomes aware that any of the representations set out in this clause are no longer correct, it will notify SASSA of this immediately in writing.
- 20.6 Any breach of or failure to comply with the provisions of this clause shall be deemed material and shall entitle SASSA to disqualify the bidder.

21 PLACE OF DELIVERY/SUBMISSION OF THE BIDS

- 21.1 The Mpumalanga Region Security Management will be responsible for overseeing of the security contract.

21.2 Address of where bids must be submitted:

Bidders to submit bid proposals for all the offices at SASSA Mpumalanga Region, to the following address: **For security reason, bids proposal will be received between 07:00 until 18:00.**

**SASSA Mpumalanga Regional Office
18 Ferreira Street
Nelspruit
1200**

21.3 The following contact details in respect of enquiries will apply:
Technical enquiries

Contact Person	Email Address
Mr Moyahabo Mokakabye	MoyahaboM@sassa.gov.za

Supply Chain Management

Contact Person	Email Address
Ms G Masango	guguma@sassa.gov.za

22 **BRIEFING / INFORMATION SESSION**

- 22.1 There will be a Non-compulsory virtual briefing session to be held as per the date and time specified in the invitation to bid.
- 22.2 All enquiries, questions and requests for clarification that may arise in relation to this Bid are to be directed to the email addresses listed in paragraph 21 above in the Invitation to Bid.
- 22.3 It is important to note that for all questions you need to:
- Ensure that you add the Bid Ref# in the subject line of your e-mail.
 - The company's name, contact and telephone number is clearly stated.
 - The question is clear and concise.
 - Where applicable, reference be made to specific points within this Bid.
 - Submission of questions on the date of closure will not have any effect on the Bid closing date and time.

GP

ANNEXURE 'A'

Regional Office and RMC								
Name of Region	Mpumalanga							
Service Description	Security Services							
Tender no.								
Name of Office	Mon - Friday				Saturday ,Sunday & Holiday			Total Amount (VAT inclusive)
	Grade C				Grade C			
	Day Shift	Night Shift	Day shift Rates	Night shift Rates	Day Shift	Night Shift	Sunday Rates	
Number of Officers	Number of Officers	Number of Officers			Number of Officers			
Regional Office	5	2			2	2		
RMC Warehouse	2	-			-	-		
Total number of Officers	7	2			2	2		

Initials: MN

Ehlanzeni District Office								
Name of Region	Mpumalanga							
Service Description	Security Services							
Tender no.								
Name of Office	Mon - Friday				Saturday ,Sunday & Holiday			
	Grade C		Grade C		Grade C		Grade C	
	Day Shift	Night Shift	Day shift Rates	Night shift Rates	Day Shift	Night Shift	Sunday Rates	Total Amount (VAT Inclusive)
	Number of Officers	Number of Officers			Number of Officers	Number of Officers		
Ehlanzeni District Office	5	-			-	-		
Thaba Chweu Local Office	1	1			1	1		
Graskop Service Office	1	2			2	2		
Kabokweni Service Office	2	1			1	1		
Matsulu Local Office	1	2			2	2		
Mawewe Local Office	1	2			1	2		
Mjindi Local Office	1	2			2	2		
Schoemansdal Local Office	2	2			2	2		
Masoyi Local Office	1	2			2	2		
Danjie Service Office	1	2			2	2		
Tonga Local Office	2	1			1	1		
Total number of officers	18	17			16	17		

Initials: *MM*

Nkangala District Office								
Name of Region	Mpumalanga							
Service Description	Security Services							
Tender no.								
Name of Office	Mon - Friday				Saturday ,Sunday & Holiday			
	Grade C				Grade C			
	Day Shift	Night Shift	Day shift Rates	Day shift Rates	Day Shift	Night Shift	Sunday Rates	Total Amount (VAT Inclusive)
Number of Officers	Number of Officers	Number of Officers			Number of Officers			
Nkangala District Office	3	2			2	2		
Belfast Service Office	2	1			1	1		
Delmas Service Office	2	2			2	2		
Emalahleni Local Office	2	2			1	1		
Mbimbane Service Office	2	1			1	1		
Mamethlake Local Office	1	2			2	2		
Kwamhlanga Local Office	2	1			1	2		
Steve Tswete Service Office	2	1			2	1		
Siyabuswa Local Office	2	1			2	1		
Tweefontein Service Office	1	2			1	2		
Mhluzi Local Office	1	2			2	2		
Total number of Officers	20	17			17	17		

Intials: *MM*

Bushbuckridge District Office								
Name of Region		Mpumalanga						
Service Description		Security Services						
Tender no.								
Name of Office	Mon - Friday				Saturday, Sunday & Holiday			Total Amount (VAT Inclusive)
	Grade C				Grade C			
	Day Shift	Night Shift	Day shift Rates	Day shift Rates	Day Shift	Night Shift	Sunday Rates	
Number of Officers	Number of Officers	Number of Officers			Number of Officers			
Bushbuckridge District Office	2	2			2	2		
Hluvukani Service Office	2	2			2	2		
Oakley Service Office	1	1			1	1		
Mavillijan Service Office	1	1			1	1		
Thulamahashe Service Office	2	1			1	1		
Mariti Service Office	1	2			1	2		
Green Vellay Service Office	1	2			1	2		
Total number of officers	10	11			9	11		

Initials: *MM*

Bushbuckridge District Office								
Name of Region	Mpumalanga							
Service Description	Security Services							
Tender no.								
Name of Office	Mon - Friday				Saturday, Sunday & Holiday			Total Amount (VAT Inclusive)
	Grade C				Grade C			
	Day Shift	Night Shift	Day shift Rates	Day shift Rates	Day Shift	Night Shift	Sunday Rates	
Number of Officers	Number of Officers	Number of Officers			Number of Officers			
Bushbuckridge District Office	2	2			2	2		
Hluvukani Service Office	2	2			2	2		
Oakley Service Office	1	1			1	1		
Mavilijan Service Office	1	1			1	1		
Thulamahashe Service Office	2	1			1	1		
Mariti Service Office	1	2			1	2		
Green Vellay Service Office	1	2			1	2		
Total number of officers	10	11			9	11		

Initials: *MM*

Gert Sibande District								
Name of Region	Mpumalanga							
Service Description	Security Services							
Tender no.								
Name of Office	Mon - Friday				Saturday ,Sunday & Holiday			
	Grade C				Grade C			
	Day Shift	Night Shift	Day shift Rates	Night shift Rates	Day Shift	Night Shift	Sunday Rates	Total Amount (VAT Inclusive)
Number of Officers	Number of Officers	Number of Officers			Number of Officers			
Gert Sibande Distict Office	3	2			1	1		
Msukaligwa Local Office	2	2			1	1		
Lekwa Local Office	2	1			1	1		
Dipaliseng Local Office	1	2			2	2		
Chief Albert Luthuli Local Office	2	2			2	2		
Seme Local Office	1	1			1	1		
Bethal Service Office	1	1			1	1		
Mkhondo Local Office	2	2			2	2		
Mayflower Service Office	1	2			2	2		
Gorven Mbekhi Office	2	2			2	2		
Total number of officers	17	17			15	15		

Initials: *MM*

Name of Office	Mon - Friday Grade C				Saturday, Sunday & Holiday			Total Amount (VAT inclusive)
	Day Shift	Night Shift			Day Shift	Night Shift		
	Number of Officers	Number of Officers			Number of Officers	Number of Officers			Sunday Rates
Regional Office	7	2			2	2		
Ehlanzeni District	18	20			16	17		
Nkangala District	22	19			19	19		
Bushbuckridge District	11	10			9	11		
Gert Sibande District	17	18			15	15		
Total	75	69			61	64		
Unit Price per officer (p.m)								
Total direct Cost VAT exclusive (p.m)								
Total Overheads cost VAT exclusive (p.m)								
Total number of officers								144
Total bid monthly price VAT inclusive								
Total bid price for 12 months VAT inclusive								
Total bid price for 36 months VAT inclusive								

Intials:

ANNEXURE 'B'

CONFIDENTIAL

NAME OF SERVICE PROVIDER: _____

PHYSICAL ADDRESS OF FACILITY TO BE INSPECTED:

INFRASTRUCTURE REQUIREMENTS

CONTROL ROOM REQUIREMENTS:

IDENTIFIED AREA OF NEED/REQUIREMENT(S)	YES	NO
Operates on 24 hourly basis		
Constructed on a brick and mortar wall		
Secure security door at the control room entrance		
Access into the Control Room registered/recorded		
Control room without windows or with bullet-proofed windows		
Ample ventilation		
An ergonomically designed layout including chairs, monitor positions		
First Aid Kit (s)		
Fire Extinguisher(s)		
Control Room Operators registered with PSIRA – proof required		
Standard Operational Procedures for Control Room Operator(s)		
Duty/Shift roster for Security Officers – proof required		
Operator break-away areas		
Security illumination for the identification of visitors after hours		
Updated Security breaches or incident register.		
Updated Occurrence Book		
Updated Employee Database		
ICASA radiation certificates for the radios		
Stand alone or not shared with other security service provider(s)		
Lease agreement or proof of ownership in respect of property		
Branded Company Vehicles		
Contact numbers of all managerial staff, client office and after-hours numbers, police, ambulance, fire brigade, etcetera, permanently displayed on the control room wall		
Telephone /radio communication linked to emergency/law enforcement role players		
Display of charts relating to legal requirements and best practices in the security industry, for example BCEA, OHS, etc.		



*giving the right social grant, to the right person,
at the right time and place. N.A.M.O!*

South African Social Security Agency
Mpumalanga Region

181 Ferreira Street • Nelspruit
Private Bag X10230 • Nelspruit 0950
Tel: +27 13 754 9547 • Fax: 086 611 8746
E-Mail: margaretmasi@sassa.gov.za
www.sassa.gov.za

CONFIDENTIAL

CONFIRMATION BY THE BIDDER

FULL NAMES: _____

SIGNATURE: _____

DATE: _____



*paying the right social grant to the right person,
at the right time and place. N/A/O!*

South African Social Security Agency
Mowbrain Region

18 Dorothea Street • Ndabeni
Private Bag 210230 • Tlokweng 0201
Tel: +27 10 754 9537 • Fax: 086 611 6746
E-Mail: mairetmas@asssa.gov.za
www.sassa.gov.za

ANNEXURE 'C'

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
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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
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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

7. Performance security

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

8. Inspections, tests and analyses

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

- (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

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

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

- 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.