

TERMS OF REFERENCE

BID NUMBER: BID0000007-24/25

**BID – APPOINTMENT OF SERVICE PROVIDER TO RENDER
PHYSICAL SECURITY TO THE COMPETITION COMMISSION OF
SOUTH AFRICA FOR A PERIOD OF 36 MONTHS**



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1. BACKGROUND

- 1.1 The Competition Commission (Commission) is a statutory body constituted in terms of the Competition Act, No. 89 of 1998 (the Act). It is one of three, independent competition regulatory authorities established in terms of the Act, with the other two being the Competition Tribunal and the Competition Appeal Court. The Commission is empowered by the Competition Act to investigate, control and evaluate restrictive business practices, abuse of dominant positions, mergers, undertake market inquiries and advocacy in order to achieve equity and efficiency in the South African economy.
- 1.2 The Competition Commission of South Africa (CCSA) is a public entity listed in schedule 3A of the Public Finance Management Act (PFMA) and acts in compliance with section 217 of the Constitution of South Africa and applicable Public Procurement Regulations and Prescripts.
- 1.3 Therefore, the CCSA is requiring a suitability qualified service provider for the Provision of Physical Security for the Competition Commission of South Africa (CCSA) for a Period of 36 Months (Total Guards 17 – (16 Grade C and 1 Supervisor B))

2. OVERALL OBJECTIVES

The objective of this Bid is to appoint a suitable Bidder(s) within the security industry who will, amongst others:

- 2.1 Be registered as a security service provider with the Private Security Industry Regulatory Authority (PSIRA) and the National Bargaining Council for the Private Security Sector (NBCPSS - Bargaining councils dealing with collective agreements, solve labour disputes, establish various schemes and comment on labour policies and laws).
- 2.2 Deliver a quality and professional security service.
- 2.3 Provide back-up service/s in cases of emergency, without deviation from the awarded Service Level Agreement.
- 2.4 Provide properly trained and registered physical security officers as per the PSIRA requirements.
- 2.5 Provide honest and properly screened physical security officers.
- 2.6 Professionally manage CCSA related events against approved divisional budgets (as and when) required.
- 2.7 Assume full liability for direct damages, as well as indirect / consequential / special damages incurred by CCSA due to the malicious, intentional, fraudulent, reckless or grossly negligent acts or a breach of the confidentiality provisions of the Service Level Agreement (SLA) by the contracted Bidder(s).

3. SCOPE OF SERVICES

Successful Bidder(s) will be required to provide the following Services in a diligent manner-

- 3.1 On-site patrolling of Commission premises and ensure protection during the day, night, weekends and holidays.
- 3.2 To conduct patrols for specified events as and when required.
- 3.3 Effectively respond to emergencies and the recording, investigation and reporting of security breaches and incidents, including the recommending of solutions within prescribed timeframes.
- 3.4 The detection and response to security breaches and incidents.
- 3.5 Provision of a daily, weekly, and monthly report outlining occurrences, security breaches, safety emergencies, incidents and emergencies. The monthly report must be submitted to the CCSA Authorised Representative or his / her appointed delegate.
- 3.6 Conducting of personnel, event, and site risk assessments, both proactively and reactively, in line with CCSA operational requirements as and when required for submission to the CCSA Authorised Representative.



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- 3.7 Specified events: If CCSA makes a request to the successful security service provider, CCSA will state in its written request the number and grading of officers needed to perform the Special Security Services.
- 3.8 The successful security service provider shall comply with such request within twenty-four (24) hours of receipt of the request or such shorter time as may be agreed to between the Parties. All terms and conditions of the SLA shall apply to the performance of the Services supplied consequent to such a request.
- 3.9 CCSA requires Grade C and B in terms of the PSIRA grading as well as relievers for Grade C.
- 4. SERVICE COVERAGE HOURS**
- 4.1. The Services **MUST** be provided **24 hours, 7 days a week and 365 days a year and/or as agreed.**
- 5. SUCCESSFUL BIDDERS' PERSONNEL**
- The successful security service provider(s) must ensure that every security officer assigned to provide the Services at CCSA premises complies with the following requirements:
- 5.1 All officers must be registered with PSIRA;
- 5.2 The successful security service provider must issue an Identification Card to Security Officers deployed at CCSA containing as a minimum, the name, surname and PSIRA registration number relevant security officer;
- 5.3 The successful service provider(s) must ensure that security officers deployed at CCSA sites will be rotated as and when requested by CCSA based on identified security risk.
- 6. MEDICAL / FITNESS REQUIREMENTS**
- 6.1. Security Officers must undergo medical and physical fitness examinations at least once per year and submit proof of such to the Authorised CCSA representative and or delegate, as per the successful Bidder's guidelines.
- 7. UNIFORMS (CORPORATE WEAR)**
- 7.1 Security Officers must wear a uniform at all times whilst performing the Services at CCSA premises and or events.
- 7.2 The successful Bidder(s) must issue sufficient uniforms (a minimum of 3 sets per posting / duty roster) to ensure Security Officers are presentable at all times, without recovering the uniform costs from the Security Officers. *(including provision for winter uniform)*
- 7.3 The uniforms of the Security Officers must be clean and worn properly at all times.
- 8. TRAINING**
- 8.1. The successful Bidder(s) must ensure that all Personnel have access to trainers, moderators and assessors in accordance with the Safety and Security sector Education and Training Authority (SASSETA).
- 9. ACTS THAT ARE PROHIBITED WHILST ON DUTY**
- The successful Bidder(s)' Security Officers must not-
- 9.1 Consume alcohol, take illegal drugs, or possess such substances whilst on duty.
- 9.2 Report for duty whilst under the influence of any intoxicating substance.
- 9.3 Sleep whilst on duty.
- 9.4 Carrying of unauthorised and illegal weapons.
- 9.5 Leave a post unattended without the supervisor permission.



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- 9.6 Fight on site and argue without reason in view of CCSA's employees or visitors.
- 9.7 Be dishonest at any time during the contract term.
- 9.8 Commit a Security Incident.
- 9.9 Aid and/or abet in the commission of a Security Incident.
- 9.10 Use or remove CCSA's equipment without permission.
- 9.11 Use unauthorised *personal* electronic devices (i.e., cell phones, tablets etc.) or illegal electronic connections whilst attending to internal and external stakeholders.
- 9.12 Allow access to CCSA Premises without authority by- Authorised CCSA representative and or delegate
- 9.13 Consume food at allocated posts whilst on duty.

10. MANAGEMENT RESPONSIBILITIES

Management and supervisors of the successful bidder(s) must ensure the following:

- 10.1 Security Officers assigned at CCSA premises and or events are properly trained, fit for purpose, reliable, of reputable background, of sound character and able to perform their duties.
- 10.2 Security officers must conduct proper handovers for all applicable shifts.
- 10.3 All security officers deployed at CCSA do not have criminal records.
- 10.4 All security officers conduct themselves in a disciplined and professional manner, as required by the Code of Conduct for Security Service Providers, 2003 and the successful Bidder's own Disciplinary Code and Procedures, whenever they are at a CCSA premises and or event.
- 10.5 All security officers, and Personnel do not conduct themselves in a dishonest manner.
- 10.6 All security officers assigned to CCSA premises and or events are of the required security level grading.
- 10.7 All security officers are aware of all instructions issued by the relevant CCSA Representative or his\her delegate, and it is recorded in the Occurrence Book, instruction book and signed by security officer on duty.
- 10.8 All security officers are reported to a CCSA Representative or his\her delegate immediately and that replacements are trained on site instructions and procedures.
- 10.9 All security officers conduct searches (against organisational assets) within the confines of the law, and according to standard operating procedures and instructions of the CCSA.
- 10.10 Incident investigation reports are prepared and submitted to the relevant CCSA Authorised Representative within four (4) hours of the Incident, Security Breach, or Emergency occurring.
- 10.11 Site instructions to be visible at the reception area.

11. MANAGEMENT MEETINGS

- 11.1 The successful Bidder(s) is expected to allocate a Contract Manager on a non-exclusive basis to CCSA for operational matters.
- 11.2 The successful Bidder(s) must provide CCSA with a monthly report containing a consolidated record of all Security Incidents and Emergencies at CCSA Premises and or events during a month on a template specified by CCSA. The report will be validated, and quality controlled by the CCSA Security Manager.
- 11.3 The successful Bidder(s)' Contract Manager and the relevant CCSA Authorised Representative or his/her appointed delegate shall meet for a minimum of once a month, or as and when required.
- 11.4 Authorised Representative or his/her appointed delegate shall meet a minimum of once every six (6) months to discuss the overall performance of Services.



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- 11.5** At the first meeting between the Parties, they will agree on the place, the time and venue of subsequent meetings, and any proposed additions / amendments to the standard operating procedures submitted by the successful bidder(s), which shall include as a minimum: rostering / scheduling, dress code and code of conduct.
- 11.6** The successful Bidder(s) will be responsible for the correct recording of the meeting proceedings of the meetings envisaged under this paragraph and the keeping of minutes.
- 11.7** The successful Bidder(s) shall deliver the minutes and record of the meeting proceedings to CCSA within two (2) Business Days after the date of the meeting or such shorter period as CCSA may prescribe in its absolute discretion, for CCSA's perusal and verification.
- 11.8** CCSA may call an unscheduled meeting with the successful Bidder(s) or its Contract Manager(s) to discuss any matter regarding the performance of Services, at its sole discretion.

12. SUCCESSFUL BIDDER(S)' GENERAL OBLIGATIONS

- 12.1** The successful security service provider(s) must ensure that its Personnel must be available when a CCSA Authorised Representative contacts the successful security service provider.
- 12.2** Ensure all Incidents, security breaches and emergencies are reported.
- 12.3** Ensure that incidents, security breaches and emergencies at a CCSA Premises and or event and /or CCSA personnel are fully recorded.
- 12.4** Prepare an incident report within four (4) hours after every incident for CCSA's perusal;
- 12.5** The incident report contains the following information-
- 12.5.1. Date of incident.
 - 12.5.2. Details of security officer who provided the service as well as names of the involved parties (where applicable).
 - 12.5.3. Address of CCSA premises and or event and/ or CCSA personnel where Incident, security breach.
 - 12.5.4. The nature of the incident/security breach or emergency.
 - 12.5.5. Relevant remarks and security measures conducted and;
 - 12.5.6. An incident reference number.

13. EMERGENCY EVACUATION PLAN

- 13.1** The successful Bidder(s)' Security Officers assigned to perform the Services at CCSA Premises and or events and/or to CCSA personnel must adhere to the standards of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
- 13.2** Security Officers must have a working knowledge of and submission of certificates of the security personnel deployed to CCSA upon execution of the SLA for following:
- 13.2.1 Basic Fire Fighting skills.
 - 13.2.2 Basic First Aid skills.
 - 13.2.3 Basic Occupational Health and Safety procedure.
 - 13.2.4 Basic reaction procedures to power failures on a CCSA Premises and or event furthermore the bidders must provide:
 - a) Evacuation plans of the CCSA Premises and or event where the Security Officer is stationed;
 - b) A CCSA Premises Management File.
 - c) A CCSA Premises Site emergency plan.
 - d) Emergency telephone numbers



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14. PARTLY COVERED OR UNCOVERED SHIFTS

- 14.1** The successful security service provider(s) shall ensure that all security officers assigned to a shift report for duty on time. Late coming shall be regarded as a partially covered or uncovered shift.
- 14.2** Whenever a security officer is late or absent for a shift, the incident must immediately be reported to the CCSA Authorised Representative, and a reliever must be deployed on a site within one (1) hour.
- 14.3** Bidder must submit a draft deployment plan.
- 14.4** The reliever security officer shall not be a person who has just performed the Services elsewhere or at a Site immediately prior to the shift of the late or absent Security Officer.
- 14.5** All training and induction to be recorded and signed by the security officers in the Occurrence Book, as well as CCSA Premises Management File.
- 14.6** The reliever security officer must be of the same quality and grading level as the absent security officer.
- 14.7** The relief security officer is a permanent employee and must be trained on site instructions and procedures, prior to the placement. Relief security officer must be quoted on as a full time / permanent employee.
- 14.8** Contingency plans must be developed and implemented at all CCSA Premises in relation to short or late postings.

15. COMMUNICATION

- 15.1** Successful security service provider(s) must ensure that the security supervisor has a cellular phone with data and airtime [minimum of one (1) per site] and be always fully functional strictly for communication with the office and not for personal use whilst on duty; and
- 15.2** Successful security service provider(s) must ensure that there is a communication between security officers and their office, always assigned to CCSA.
- 15.3** The details of communication mechanisms to be utilised must be submitted to CCSA before the assignment commences.

16. SECURITY EQUIPMENT

The successful security service provider(s) must ensure that-

- 16.1** The Security Officers patrolling CCSA premises are monitored by a monitoring device (Digital patrol management devices installed each floor that remains online) and that these are fully functional. Panic Buttons to armed response for the reception areas.
- 16.2** The Security Officers have working secure communication tools (i.e., Two-way radios/ Radio system linked to service provider's control room)
- 16.3** Scheduled and agreed patrol plans must be always adhered to
- 16.4** All stationery in relation to the Officers' duties such Occurrence and Pocketbooks must be provided by the successful Bidder(s).
- 16.5** Security Registers: (Visitors, Laptops, Children, After-hours, Contractors, Loss control and removal of CCSA assets register)
- 16.6** 2x Torches – per night shift guard
- 16.7** 2x Handheld metal Detectors
- 16.8** Building scanners for employees, subcontractors and visitors

17. NOTIFICATION OF DISCIPLINARY ACTION / HEARINGS

- 17.1** The successful Bidder(s) must inform the CCSA's Authorised Representative, or his/her appointed delegate of **any** disciplinary action taken against a Security Officer and or Security Supervisor deployed to CCSA in terms of this bid document referred to as Terms of Reference.



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17.2 Withholding such information shall constitute a serious breach of the SLA that could lead to termination of the contract.

18. INFORMATION DETRIMENTAL TO CCSA'S SECURITY

18.1 The successful Bidder(s) shall immediately inform the CCSA's Authorised Representative or his/her appointed delegate of any information in its possession or that it ought reasonably to be aware of, that is detrimental to CCSA's physical security or safety.

19. INSTRUCTIONS AND REQUESTS

19.1 The successful Bidder(s) and its Personnel, assigned to the delivery of the Services, must adhere to reasonable written requests and instructions by the CCSA's Authorised Representative and/or his/her appointed delegate.

20. REMOVAL OF INFORMATION / PROPERTY

20.1 The successful Bidder(s)' Personnel must not remove any CCSA Information and/or or Personal Information and or CCSA's property without the written authority of the CCSA's Authorised Representative or his/her appointed delegate.

21. COMPLIANCE WITH LABOUR LAWS AND CODES OF PRACTICE

21.1 The successful security service provider(s) shall ensure compliance with all labour laws and pertinent codes of practice applicable in the Republic of South Africa regarding employment contractual relationship with its Security Officers operating at a CCSA Premises during the contract term.

21.2 This includes, but is not limited to, payment of remuneration (including bonus, shifts allowance, overtime and applicable increases) ***timeously per the relevant employment agreement*** and at the minimum wage rates as prescribed by PSIRA; provision for leave (sick, annual, paternity, maternity etc.); registration of Security Officers under provident/pension fund and payment of employer's contributions thereunder, as stipulated in the **Sectorial Determination: Private Security Sector, South Africa published under the applicable Government Gazette, as amended.**

21.3 The successful security service provider(s) shall further ensure that, throughout the duration of the SLA, they ensure compliance with all laws of Republic of South Africa.

21.4 Failure to comply with labour laws and codes of good practice shall constitute a material breach of the SLA and shall entitle CCSA to terminate the services among other remedies.

22. TIMEFRAMES

22.1 The duration of the contract will be for a period of **36 months**.

23. CONTRACTUAL OBLIGATION

23.1 All bidders must complete and submit SBD 3.3 as well as the applicable annexure (Pricing schedule). Any and all annual escalations must be included in the total bid price.

23.2 Relief Security Officer is a permanent employee. Bidders must ensure to quote accordingly for a relief security officer, failure to comply will result in disqualification.

23.3 Share of overheads include inter alia, liability and other insurance, payroll, admin, control centre, transport costs (vehicle, maintenance and fuel) fixed infrastructure, rates and taxes, registers, security aids, occupational health and safety compliance, management, supervision and statutory fees payable.

23.4 In the case of the service provider using sub-contractors, the former will be responsible for ensuring delivery of services from any such sub-contractors and for making any payments to such sub-contractors.



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23.5 Unsatisfactory performance can result in CCSA invoking its right to terminate the contract. Bidder will be subjected to review at least twice a year - in terms of measuring satisfactory performance.

23.6 Bidder must adhere to Protection of Personal Information (POPI) Act.

23.7 The successful Bidder(s) will be required, on or before the effective date of the SLA and for the duration of the SLA, to have and maintain in force:

23.7.1 third party liability insurance cover of three million rand (R3 000 000.00) against all actions, suits, claims or other expenses arising in connection with damages or loss (including death) suffered by a third party as a result of negligence on the part of the successful Bidder, its employees, subcontractor, or any person engaged by the successful Bidder to provide the Services or component thereof; and

23.7.2 professional indemnity insurance cover to a minimum of five hundred thousand rand (R500 000.00) per Security Incident against all actions, suits, claims or other expenses arising in connection with damages or loss suffered by CCSA as a result of breach of the terms and conditions of the SLA in providing the Services or component thereof.

24. ABSENCE OF OBLIGATION & CONFIDENTIALITY

24.1 No legal or other obligation shall arise between the service provider and CCSA unless/until both parties have signed a formal contract or Service Level Agreement in place.

24.2 The Contract site is at **CCSA (as and when required)**.

25. WORKMEN AND SUPERVISION ON SITE

25.1 The service provider shall be held responsible for the conduct of his employees and the conduct of his sub-contractor's employees for the full duration of the contract.

26. ADMINISTRATIVE CRITERIA (Phase 1)

26.1 Proof of registration on CSD (Central Supplier Database)

26.2 *General Conditions of Contract - initial each page.*

26.3 Standard Bid Document 1 – Proof of authority must be submitted e.g., company resolution including - complete and sign.

26.4 Standard Bid Document 3.3 – complete in full. Bidder must complete attached Annexure (A). Total bid price must be clearly tabled in SBD 3.3 and in the Annexure.

26.5 Standard Bid Document SBD 4 – complete and sign

26.6 Standard Bid Document and SBD 6.1 – complete and sign

26.7 Bidders are required to submit valid B-BBEE certificate or a sworn affidavit in order to substantiate their rating claims. If bidders do not submit certificates or are non-compliant contributors to B-BBEE they do not qualify for preference points for B-BBEE but will not be disqualified from the process.

26.8 Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Bidders must also submit a printed TCS together with the bid.

NOTE: Bidders will be disqualified should they fail to submit all returnable documents with the submission of the bid, on the closing date and time.



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27. MANDATORY CRITERIA (Phase 2)

Bidders must submit the following documents:

- 27.1** Current and valid Letter of Good Standing issued in line with the Private Security Industry Regulation Act 56 of 2001 (PSIRA) not older than three (3) months.
- 27.2** Current and Valid Letter of Good Standing issued by department of Labour (COIDA) Compensation for Occupational Injuries and Diseases Act
- 27.3** Current and Valid proof of registration with the Unemployment Insurance Fund in terms of the Unemployment Insurance Act No 63 of 2001

Note: All bidders who do not comply with the items listed above will be disqualified. The Commission reserves the right to monitor compliance with the above requirements throughout the contract duration.

28. FUNCTIONALITY EVALUATION CRITERIA

- 28.1** Responses will be evaluated using a predetermined set of evaluation criteria. The evaluation criteria are designed to reflect the Commissions requirements in terms of identifying a suitable service provider and ensure the selection process is transparent and affords all the bidders a fair opportunity for evaluation and selection.
- 28.2** The tender submission will be functionally evaluated out of a **minimum of 75 points – any bidder who scores less than 75** will not be considered for further evaluation, **maximum score is 100**. Bidders who comply with the Phase 3 will be evaluated in terms of Price and BBBEE & Specific Goals Preference Point system **(Phase 4)**



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EVALUATION AREA	FUNCTIONAL CRITERIA	Min Points	Max Points
PAST RELEVANT EXPERIENCE	<p>The Bidder must demonstrate capacity, capability and competency for the required security services. Bidder must have a minimum of three (3) contactable references of completed minimum 3 year contracts on a reference template provided with the TOR, for Physical Services which details the following:</p> <ul style="list-style-type: none"> Precise Service Description State the number of personnel who were employed to deliver the Services contactable email address, contact person and contact number duration of the contract – (start and end date) total value of the contract including VAT <p>Above 4 reference templates of completed contracts = 45 points Minimum of 3 reference templates of completed contracts = 20 points Non-compliance with the above requirement = 0 points</p> <p><i>Letters collectively must reflect information and standard services as listed above. Non-Compliance will equal automatic disqualification. The Competition Commission reserves the right to validate the above information with the individual client organisations as part of due diligence.</i></p>	20	45
CAPACITY	<p>The Bidder must submit: A Management Structure to support the services to be provided to CCSA. The structure should include a short description of the duties of each member. The structure should include Inter-alia-</p> <ul style="list-style-type: none"> Key Account Manager or Contract Manager Supervisors Day and Night Shift Site Manager overseeing the services 	10	10
METHODOLOGY	<p>The Bidder must submit a service delivery methodology that includes the following:</p> <ul style="list-style-type: none"> Site Instruction / Security Operational Procedure Manual. Bidder must provide a sample of Standard Operating Procedure Manual that entails guidelines, procedures, and responsibilities of security officers during their shifts = 5 Draft Deployment Plan. Bidder must submit a sample of a roster including turnaround times for replacement of officers during emergencies, strikes, protests and other related and similar incidents =10 Uniform Policy: Bidder must submit a sample detailing but not limited to, type of uniforms, frequency of issuing, loss, damaged and replacement of uniforms =5 Reporting: Provide samples of draft daily, weekly and monthly reports - outlining Incidents & Emergencies =5 Risk Assessment Report & Process Flow: Bidder must submit a Risk Assessment Report with a process flow which includes purpose, background, process followed, findings, conclusion, and recommendations. =10 Training: Bidder must submit an approved training plan and/or procedure to qualify and re-qualify its Security Officers, as prescribed by PSIRA =5 Disciplinary Policy or Procedure: Bidder must detail its procedures for disciplinary, appeal and dismissal processes to address unacceptable behaviour of its Security Officers =5 		
TOTAL		75	100



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28.3 Bidders who obtained less than the minimum threshold of **75 points** will be declared non-responsive and therefore will not be eligible for **evaluation of BBEE, Specific Goals and Price Preference**.

29. BBEE, Specific Goals and Price Preference.

29.1 As the tender **price is estimated to be between R2001 and R50 million including VAT**, the tender responses will be evaluated on the **80/20**-point system.

29.2 Bidders must ensure that they quote on Relief Security Officer/s because they are a permanent employee. Failure to comply will lead to disqualification.

30. ADJUDICATION USING A POINT SYSTEM

30.1 Objective criteria justify the award to another bidder.

30.2 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.

30.3 In the event that two or more bids have scored equal points in terms of price and preference points for B-BBEE and specific goals, the successful bid must be the one scoring the highest number of preference points for B-BBEE and specific goals - in terms of PPPFA Act 5 of 2000.

30.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

30.5 Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

31. POINTS AWARDED FOR PRICE AND BBEE & SPECIFIC GOALS PREFERENCE POINT

The **80/20** Preference Point System:

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

20 points allocated in terms of the Commissions specific goals (*further recognition*):

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

P_{min}

Where:

Ps = Points scored for comparative price of bid under

Consideration

Pt = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid



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32. B-BBEE & SPECIFIC GOALS PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE LEVEL 1	10	
B-BBEE LEVEL 2	9	
B-BBEE LEVEL 3	8	
B-BBEE LEVEL 4	6	
B-BBEE LEVEL 5	4	
B-BBEE LEVEL 6	3	
B-BBEE LEVEL 7	2	
B-BBEE LEVEL 8	1	
Non-compliant contributor	0	
Further recognition for EME/QSE and or Women and or Youth, and or Rural Enterprise to be determined by the specification adjudication authority	10	

- 32.1** Bidders who qualify as EME's and QSE's in terms of the B-BBEE Act must submit a Sworn affidavit. Misrepresentation of information constitutes a criminal offence.
- 32.2** Bidders other than EME's or QSE's must submit their original and valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by SANAS.
- 32.3** Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

33. CONSORTIUM

- 33.1** A consortium is an association of two or more individuals, companies, organisations or governments (or any combination of these entities) with the objective of participating in a common activity or pooling their resources for achieving a common goal.
- 33.2** A consortium requires that each participant retains its separate legal status and the consortium's control over each participant is generally limited to activities involving the joint endeavour, particularly the division of profits. A consortium is formed by contract, which designates the rights and obligations of each member.
- 33.3** In a consortium, only the lead bidder's credentials both in terms of financial and technical qualifications are considered. Therefore, the interpretation and application to a Bid process is such that the lead partner is identified and the following requirements are required as follows:



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a) Lead Partner

- All administrative documents (consortium agreement between the lead partner and the partner)
- Technical requirements (which will show in the proposal and other requirements why the need for the consortium, which for all intent and purpose fulfils the requirements of the bid through combination of skills)

b) Partner

- Proof of CSD registration.
- Tax Pin.
- BBBEE Sworn-Affidavit.
- SBD 4

33.4 It should be taken into cognisance that although the lead partner is the qualifying entity, the partner should prove that it can do business with state-owned entities, through CSD registration, proof that the taxes are compliant, its level of BBBEE status in order to align with the BBBEE status level required by the BID, declare interest and answer questions that it is not a disqualified entity with the National Treasury. The foregoing ensures compliance from an SCM process perspective that the consortium is in order.

33.5 Of importance is that in a consortium, each individual team members retain their identities.

34. A JOINT VENTURE

A joint venture is a business entity created by two or more parties, generally characterized by shared ownership, returns and risks and shared governance.

34.1 Unincorporated joint venture:

34.1.1 All SCM documents are filled in by the joint venture in the name of the joint venture, although the submission of administrative documents (partnership agreement between parties) will be completed in the name of the joint venture, and the following will be required from both parties, amongst others

- a) SBD 4
- b) SBD 6.1
- c) Tax pin
- d) CSD registration.
- e) The JV agreement will direct which bank account of the two entities will be used.
- f) Consolidated Joint BBBEE Certificate.

34.2 Incorporated joint venture

34.2.1 This aligned to a registered entity or company. A registered entity/ company with a consolidated BBBEE certificate and a bank account in the name of the Joint venture.

34.2.2 The required compliance documents must be complete by the entity/ company the name of the joint venture, and the following will be required amongst others

- a) SBD 4
- b) SBD 6.1
- c) Tax pin
- d) CSD registration.
- e) The JV agreement will direct which bank account of the two entities will be used.
- f) Consolidated Joint BBBEE Certificate.



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- 34.2.3** A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.
- 34.2.4** A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

35 COMMUNICATION

- 35.1.** Respondents are warned that a response will be disqualified should any attempt be made by a bidder either directly or indirectly to canvass any officer(s) or employees of CCSA in respect of BID process, between the closing date and the date of the award of the business. All enquiries relating to this BID should be emailed **three days before the closing date**.

36 CONDITIONS TO BE OBSERVED WHEN BIDDING

- 36.1** The Commission does not bind itself to accept the lowest or any BID, nor shall it be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and delivery of his BID submission. The Commission also reserves the right to withdraw or cancel the BID at any stage.
- 36.2** No BID shall be deemed to have been accepted unless and until a formal contract / Contract Form and letter of award or Purchase Order is prepared and executed.
- 36.3** The competitive shall remain open valid by the Commission for a period of **120 days** from the closing date of the BID Enquiry.
- 36.4 CCSA reserves the right to:**
- 36.4.1** Not evaluate and award a bid that do not comply strictly with this BID document.
 - 36.4.2** Make a selection solely on the information received in the Bid Document and Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the terms of reference.
 - 36.4.3** Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the BID shall be sought, offered or permitted.
 - 36.4.4** Cancel this BID at any time.
 - 36.4.5** Should bidder(s) be selected for further negotiations, they will be chosen on the basis of the cost effectiveness and the principal of value for money not necessarily on the basis of the lowest costs.

37 COST OF BIDDING

- 37.1** The bidder shall bear all costs and expenses associated with preparation and submission of its BID submission and the CCSA shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

38 NOTE TO BIDDERS:

- 38.1** Due diligence to be conducted by CCSA prior to the award of the contract.



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END OF TERMS OF REFERENCE DOCUMENT

Annexed to this document for completion and return with the document:

- ANNEXURE SBD 1 and conditions to tender. – must be fully completed and signed.
- ANNEXURE SBD 3.3 *Pricing Schedule* and “**Annexure A**” – *must be fully completed and signed.*
- ANNEXURE SBD 4– must be fully completed and signed.
- ANNEXURE SBD 6.1 – must be fully completed and signed.
- ANNEXURE General Conditions of Contract (GCC) initialed on each page.
- ANNEXURE “**Annexure B**” Reference Template