

REQUEST FOR PROPOSAL

You are hereby invited to submit proposal to the South African Post Office Limited To provide Guarding Services for the South African Post Office-Gauteng, Free State and North West Province

SECTION 1 Section to be completed by bidder

BIDDER COMPANY NAME	
BIDDER CONTACT PERSON	
MAAA NUMBER:	
BIDDER CONTACT DETAILS	EMAIL:
	TEL : CELL :

SECTION 2 Section to be completed by SCM

RFP NUMBER:	RFP 25-26-07	
OBJECTIVE OF BID:	To appoint service provider/s to provide a guarding service nationally on a month to month basis not exceeding 12 months within the specified Provinces: Gauteng Province;North West Province;Free State Province	
DESCRIPTION OF SERVICES:	To provide Guarding Services for the South African Post Office-Gauteng, Free State and North West Province	
ISSUE DATE:	2025/10/31	
COMPULSORY BRIEFING SESSION: DATE & TIME	Date :2025/11/04 Zoom meeting: https://zoom.us/j/95873508031?pwd=whU9kAayiiPlov1FUMDkzAvv6abH1G.1	Time :@10:00AM Meeting ID:958 7350 8031 Passcode: 963441
CLARIFICATION QUESTIONS CLOSING DATE	2025/11/06 Bidders are encouraged to submit clarification questions in writing to SAPO Officials mentioned below on 2025/11/06 All questions and answers will be uploaded at etender portal website	
RFP CLOSING DATE AND TIME:	2025/11/14	Closing Time 11:00
PROPOSAL TO BE HAND DELIVERED	SAPO Supply Chain Management Cnr James Drive & Moreleta Street Silverton 0184	
RFP VALIDITY PERIOD:	180 DAYS from closing date	
ENQUIRIES: PROCUREMENT SPECIALIST	Desigan Pillay/ Lungile Nkomo Tel: 011 281 3328/012 845 2553	

Schedule of Bid Documents

SBD1 - INVITATION TO BID.....	1
SBD4 - BIDDER'S DISCLOSURE.....	3
1. SCOPE OF SUPPLY AND SPECIFIC INSTRUCTIONS	5
2. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	9
3. CERTIFICATE OF ACQUAINTANCE WITH BID DOCUMENTS.....	13
4. SPECIFICATION.....	14
5. EVALUATION CRITERIA.....	18
6. PRICING SCHEDULE.....	22
7. RETURNABLE DOCUMENT(S).....	23
Annexure BR.....	25

SBD1 - INVITATION TO BID

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP 25-26-07	CLOSING DATE:	2025/11/14	CLOSING TIME:	11H00
DESCRIPTION	To provide Guarding Services for the South African Post Office-Gauteng, Free State and North West Province				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SAPO Supply Chain Management [tender box at gate]					
Cnr James Drive and Moreleta Street					
Silverton					
0184					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Desigan Pillay/ Lungile Nkomo		CONTACT PERSON	Desigan Pillay/ Lungile Nkomo	
TELEPHONE NUMBER	Tel: 011 281 3328/012 845 2553		TELEPHONE NUMBER	Tel: 011 281 3328/012 845 2553	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Desigan.pillay@postoffice.co.za / Lungile.Nkomo@postoffice.co.za		E-MAIL ADDRESS	Desigan.pillay@postoffice.co.za / Lungile.Nkomo@postoffice.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____
(Proof of authority must be submitted e.g. company resolution)

DATE: _____

SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration in respect of employees of the State

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by the state? **YES/NO**

If so, furnish particulars of the names, individual identity numbers, in table below.

Full Name	Identify Number	Name of State Institution

3. Bidders' disclosure in respect of independent bidding

I, the undersigned, (name) _____ in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ 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.

¹ 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.

- 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 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 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS INFORMATION PROVE TO BE FALSE

_____ Signature	_____ Date
_____ Position	_____ Name of Bidder

Directors

Bidders to submit the list of Directors on the company letterhead as follows:

First Name	Middle Name (where applicable)	Surname	Gender	Race

Shareholders

Bidders to submit the list of Shareholders on the company letterhead as follows:

First Name	Middle Name (where applicable)	Surname	Gender	Race

Share certificates must be submitted

1. SCOPE OF SUPPLY AND SPECIFIC INSTRUCTIONS

1. DESCRIPTION OF SERVICE

To provide Guarding Services for the South African Post Office-Gauteng, Free State and North West Province

2. POINT OF DELIVERY OF SERVICES

- Gauteng Province
- Free State Province
- North West Province

3. PRICE BASIS

- Bidders shall take into account that the Post Office's total requirements may not be allocated to only one bidder.
- The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the currency of the relationship.

4. PAYMENT

The Contract Price is the amount, agreed to by both parties during contract negotiation process, which the Post Office shall pay to the Service Provider for the Services rendered in terms of the Agreement. The Contract Price for the Services provided by the Service Provider to the Post Office shall be inclusive of VAT and payable 30 days upon statement date.

5. PROPOSAL DOCUMENTS

- Bidders responding to this RFP are deemed to do so, on the basis that they acknowledge and accept all the Terms and Conditions of this RFP.
- Proposals must be submitted through the Tender Box. It is the bidder's sole responsibility to ensure that the bid has been submitted and inserted in the tender box received by no later than the **2025/11/14 at 11h00**. Proposals received after the stipulated bid closing date and time will not be considered for bid evaluation purposes.
- Any amendments to the proposal documents, whether erasures or by means of correction fluid (e.g. Tippex), must be initialled by the bidder.
- All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.
- Pricing schedule must be completed in South African Rands (ZAR). Failure to provide the bid in South African Rands will result in the bid being non-responsive.
- Proposals must be compiled in the following manner:
 - 5..1 One (1) original proposal (marked 'original') must be submitted in an arch lever file(s).
 - 5..2 Loose-leaf (not bound) proposal must be supplied, in the arch lever file(s).
 - 5..3 Electronic submission of one(1) **USB**
 - 5..4 **Bidders who are doing JV must submit consolidated BBBEE Certificate for scoring point.** If a consolidated BBBEE Certificate is not submitted together with the proposal at closing date of the bid, the bidder will not be disqualified but receive zero (0) points for Specific Goals/Preference points.
- Hand delivered proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal:

- 5..1 Name of bidder;
- 5..2 Description of proposal;
- 5..3 RFP number;
- 5..4 Closing date and time;
- 5..5 Name of person for whose attention the proposal is intended; and
- 5..6 The name and address of the Bidder must be written on the reverse side of the proposal / envelope.

6. CONSULTATION PRIOR TO SUBMISSION OF A PROPOSAL

Bidders shall consult, **in writing**, with the undernoted Post Office officials should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. The Post Office undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

Officials	Location	Contact Details
Desigan Pillay/ Lungile Nkomo (Procurement Officer)	South African Post Office Limited Supply Chain Management Cnr. James Drive and Moreleta Street, Silverton, Pretoria.	Tel: 011 281 3328/012 845 2553 Desigan.pillay@postoffice.co.za / Lungile.Nkomo@postoffice.co.za

7. CLARIFICATIONS

- Bidders are encouraged to submit clarification questions in writing to South African Post Office Officials mentioned above not later than **2025/11/06**. No further questions will be entertained after this period.
- The SAPO will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.
- Oral communication or instruction by SAPO or its representative shall have no standing in this RFP unless and until they have been confirmed in writing.
- SAPO accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this RFP.

8. VALIDITY PERIOD OF PROPOSAL

The period during which the Post Office shall have the right to accept a proposal without any right of withdrawal on the part of the bidder shall be Hundred and Eighty days **180 DAYS from closing date** from the date on which proposals are due. After such period a bidder may withdraw his proposal if he has not been notified of its acceptance.

Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from the tender process?

With regard to the validity period of the next highest scoring bidder(s), please refer to clause **10.3.11**

9. COST OF THE BID

Each Bidder shall bear all of its costs (of whatsoever nature) associated with the preparation or submission of its bid and of negotiating with the SAPO regarding a possible contract agreement and any other costs and expenses incurred by the Bidders in connection with or arising out of the competitive procurement process.

10. BIDDING CONDITIONS

- The South African Post Office reserves the right to reject and /or disqualify any proposal:
 - 10..1 Received without all the data and information requested.
 - 10..2 Submitted after the stated submission deadline [closing date]
 - 10..3 Which does not conform to instructions and specifications detailed herein;
- That fails to comply with the specification.
 - 10..1 That contains any information that is found to be incorrect or misleading in anyway.
 - 10..2 Such non-compliant bids shall be rejected without further evaluation, provided that SAPO believes, in its own discretion, that the non-compliance is minor then SAPO may continue with the evaluation, or seek clarification thereon or reject the bid.
- The South African Post Office reserves the right:
 - 10..1 Not to award or cancel this RFP at any time and shall not be bound to accept the highest scoring or any bid.
 - 10..2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.
 - 10..3 To accept part of a bid rather than the whole bid.
 - 10..4 To split the award of the bid between two or more Bidders.
 - 10..5 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders and Reserved Bidders have been notified of their status as such.
 - 10..6 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the Services bidden for, whether before or after adjudication of the bid.
 - 10..7 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
 - 10..8 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
 - 10..9 To award the bid to a Bidder who is not the highest scoring Bidder, provided that an objective criteria was indicated in the evaluation criteria.
 - 10..10 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
 - 10..11 To award the business to the next highest scoring bidder(price and specific goal), provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable

period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

- No attempts may be made, whether directly or indirectly, to canvass any member of SAPO staff before the award of the contract. Any enquiries must be referred, in writing, to the specified person(s).

11. JOINT VENTURES, CONSORTIUMS, PARTNERSHIPS AND TRUSTS

- A trust, consortium or joint venture, will qualify for points for their specific goal as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their specific goal as an unincorporated or incorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. If a consolidated BBBEE Certificate is not submitted together with the proposal at closing date of the bid, the bidder will not be disqualified but receive zero (0) points for Specific Goals/Preference points
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. SAPO will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

12. SAMPLES (If applicable)

SAPO shall not pay for samples provided and damaged / destroyed samples as a result of destruction testing.

13. CONDITIONS OF PURCHASE

The terms and conditions applicable to any order / contract that may result from this bid will be stated in the main contract between SAPO and appointed service provider.

2. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1 DEFINITION

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Confidentiality Agreement, bear the meanings ascribed to them:

- 1.1 “Bidder” shall mean any person who attends the briefing session and/or any entity which is represented at the briefing session whose details and signature are set out in the attendance register;
- 1.2 “Confidentiality Agreement” shall mean this confidentiality Agreement; and
- 1.3 “Post Office” shall mean the South African Post Office, a public company with limited liability duly incorporated in accordance with company laws of the Republic of South Africa with registration number 1991/005477/06.

2 INTRODUCTION

- 2.1 The Bidder has attended a briefing session which is hosted by the Post Office, at which the Post Office shall provide information to Bidders who wish to enter into discussions with the Post Office concerning a number of issues pertaining to the possible provision of services by the Bidder to the Post Office, which discussions may or may not result in the Post Office and the Bidder entering into an agreement, arrangements, discussions or alliances.
- 2.2 During the briefing session and in negotiating the business relations, the Post Office shall disclose confidential information relating to its business to the Bidder.
- 2.3 The Bidder agrees to be bound by the terms and to be subject to the conditions of this Confidentiality Agreement.

3 CONFIDENTIAL INFORMATION

Confidential Information in respect of this Confidentiality Agreement shall include, but not be limited to, all oral, written, printed, photographic and recorded information of all types that is:

- 3.1 Confidential or secret information relating to the commercial and financial activities of the Post Office, which would include legal, financial, contractual or commercial arrangements between the Post Office group of companies, customers and/or third parties;
- 3.2 Confidential information and details concerning current or prospective customers, suppliers, commercial associates and other parties with whom the Post Office enjoys a commercial relationship;
- 3.3 Proposed, impending or actual commercial transactions, arrangements, ventures, agreements or opportunities which are of a confidential or secret nature;
- 3.4 Trade secrets, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names, trademarks, know how, techniques, technology, copyright, and all goodwill relating to the business and any other existing intellectual property rights or any intellectual property created as a result of the provision of services;
- 3.5 Confidential or privileged information concerning disputes, claims, litigation or similar actions in which any party is or may become involved; and
- 3.6 Any other information surrounding the nature of the discussions giving rise to this Confidentiality Agreement.

4 EXCLUDED INFORMATION

There will be no obligation of confidentiality or restriction on the use of information where:

- 4.1 The information is publicly available, or becomes publicly available otherwise than by action of the Bidder;
or
- 4.2 The information was already known to the Bidder (as evidenced by its written records) prior to its receipt under this or any previous confidentiality agreement between the parties or their affiliates; or
- 4.3 The information was received from another party not in breach of an obligation of confidentiality.

5 NON-DISCLOSURE

- 5.1 The Bidder acknowledges that the Confidential Information is a valuable and unique asset proprietary to the Post Office.
- 5.2 The Bidder agrees that it shall not disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Post Office.
- 5.3 The Bidder may disclose the Confidential Information only to its directors and other officers, employees and professional advisors agents and consultants only on a strictly need-to-know basis and on the terms and conditions provided for in this Confidentiality Agreement.
- 5.4 The Bidder undertakes not to use the Confidential Information for any purpose other than:
 - 5.4.1 That for which it is disclosed; and
 - 5.4.2 In accordance with the provisions of this Confidentiality Agreement.
- 5.5 The Bidder undertakes to ensure that their employees will observe and comply with their obligations in respect thereof, whether or not they remain employees of the Bidder.
- 5.6 The Bidder agrees that it shall only, where necessary, disclose the Confidential Information to its professional advisers, agents and consultants, provided that such professional advisers, agents and consultants sign a similar undertaking and that they are aware of the confidential nature of the information being made available to them.
- 5.7 The Bidder shall takes all steps necessary to procure that such professional advisers, agents and consultants agree to abide by the terms of this Confidentiality Agreement to prevent the unauthorized disclosure of the Confidential Information to third parties.

6 OWNERSHIP

- 6.1 All Confidential Information disclosed by the Post Office to the Bidder is acknowledged by the Bidder to be proprietary to the Post Office who shall retain all right, title and interest in and to that information.
- 6.2 The possession of the Confidential Information by the Bidder does not to confer any rights of whatever nature in such Confidential Information to the Bidder.
- 6.3 No provision in this Confidentiality Agreement shall be interpreted to confer any right of license under any trademark, patent or copyright, or any applications for such a trademark, patent or copyright which may be pending now or in the future to the Bidder.

7 STANDARD OF CARE

The Bidder agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Confidentiality Agreement using the same standard of care that it applies to its own proprietary, secret or confidential information, but in any event not less than a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorized disclosure thereof.

8 RETURN OF CONFIDENTIAL INFORMATION

- 8.1 The Post Office may at any time request the return of the Confidential Information disclosed to the Bidder. Upon the return of the Confidential Information, the Bidder shall submit a written statement to the Post Office confirming that the Bidder has not retained in its possession or under its control, either directly or indirectly, any Confidential Information.
- 8.2 Alternatively to the return of the material contemplated in clause 8.1 above, the Bidder shall, at the request of the Post Office, destroy the Confidential Information and furnish the Post Office with a written statement to the effect that all Confidential Information in the possession or under the control of the Bidder has been destroyed.
- 8.3 The Bidder shall comply with the request in terms of this clause 8 within forty-eight hours of receipt of such a request.

9 BREACH

- 9.1 Any breach of any obligation or undertaking by the Bidder will constitute a material breach of this Confidentiality Agreement.
- 9.2 The Bidder shall be liable to pay the Post Office all costs incurred in the protection of its interests in terms of this Confidentiality Agreement on an attorney and own client scale.
- 9.3 The Bidder acknowledges that the Post Office shall be entitled to apply to court for an interdict or other appropriate relief against the Bidder, should the Post Office have any reasonable basis to believe that the Bidder is or may be in breach of this Confidentiality Agreement and thus endangering the proprietary interests of the Post Office.

10 DURATION

The obligations undertaken by the Bidder in terms of this Confidentiality Agreement shall endure notwithstanding the termination of this Confidentiality Agreement or notwithstanding that either party decides at any time, whether before or after the commencement of this Confidentiality Agreement, not to pursue the discussions to enter into a business relationship or that the relationship between the parties pursuant to those discussions is terminated for any reason whatsoever

11 GENERAL

- 11.1 This Confidentiality Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 11.2 No addition to, variation of, or agreed cancellation of this Confidentiality Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 11.3 No relaxation or indulgence which the Post Office may grant to the Bidder shall constitute a waiver of the rights of the Post Office and shall not preclude the Post Office from exercising any rights which may have arisen in the past or which might arise in future.
- 11.4 The Bidder agrees and confirm by their signature to the RFP Documents that any present and/or previous discussions or correspondence shall, for purposes of this Confidentiality Agreement, be considered to be Confidential Information.
- 11.5 An approval or consent given by a party under this Confidentiality Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Confidentiality Agreement nor shall it be construed as a waiver of any rights under this Confidentiality Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Confidentiality Agreement.

SIGNATURE

NAME OF DELEGATED SIGNATORY

(PRINT) in his capacity of

DESIGNATION OF SIGNATORY

(PRINT) who warrants his authority to sign on behalf of

NAME OF BIDDER (COMPANY)

DATE

3. CERTIFICATE OF ACQUAINTANCE WITH BID DOCUMENTS

I/We _____ of _____ do hereby certify (Name of Company) that I/we acquainted myself/ourselves with the contents of all the documents listed in the Schedule of Bid Documents, as laid down by The South African Post Office for carrying out of the proposed works.

SIGNED AT _____ on this _____ day of _____ 20_____

SIGNATURE : _____

NAME OF DELEGATED SIGNATORY : _____
(PRINT) in his capacity of

DESIGNATION OF SIGNATORY : _____
(PRINT) who warrants his authority to sign on behalf of the bidding company

4. SPECIFICATION

1. Background

The South African Post Office (SAPO) Limited requires service provider/s to provide a guarding services nationally on a **month to month basis not exceeding 12 months** in the following Provinces:

- Gauteng Province
- Free State Province
- North West Province

2. Objective of Bid

To appoint service provider/s to provide a guarding service nationally on a **month to month basis not exceeding 12 months** within the specified Provinces:

- Gauteng (Gauteng Province)
- North West Province
- Free State Province

- 2.1 Bidders will have the option to bid for the provisioning of guarding services for a) one (1) or b) more than one (1) or c) all Provinces.
- 2.2 Bidders must supply & provide costing on **ALL BRANCH OFFICES** indicated on the Pricing Schedule (Annexure A) per Province/s bidding for and cannot supply & cost in part i.e. for only certain branches within the Province/s. This will constitute incomplete pricing and the bidder will be disqualified and not considered further for evaluation on price and specific goals.
- 2.3 The Pricing Schedule (Annexure A) reflects the Province/s, and branch offices where these services will be required.

3. Scope of Work

- 3.1 To provide Grade C and/or B, PSIRA registered and accredited armed and unarmed guarding services as per the Pricing Schedule (Annexure A).
- 3.2 The application of physical security, manage access control, maintaining records of individual access and egress reconciliations.
- 3.3 Secure the premises in order to identify risks and threats to the Post Office and in so doing, deterring / delaying crime, thus safeguard SAPO assets, employees and customers.
- 3.4 The deployment of the guards will be on a 12 hour shift, from 6am to 6pm, Monday to Friday, and/or Weekends (Saturday and Sunday) and/or on Public Holidays. There are sites that may require a night shift deployment, this will be from 6pm to 6am. Refer to Pricing Schedule (Annexure A) for more detail.

4. Requirements – Specific

4.1 **Valid PSIRA membership certificate**

The bidder must be registered with the Private Security Industry Regulatory Authority (PSIRA) for at least one (1) year prior to the bid closing date. Bidders must submit a valid PSIRA membership certificate in the name of the bidding company confirming registration with PSIRA for at least one (1) year prior to the bid closing date. The PSIRA membership certificate submitted in the name of the bidding company must be valid on the bid closing date.

4.2 **Valid PSIRA Statement of Good Standing:**

The bidder must provide a PSIRA Statement of Good Standing in the name of the bidding company confirming that the bidder is in good standing and the Statement of Good Standing must be valid on the bid closing date.

4.3 **Firearm Competency Certification:**

The bidder must provide a copy of the firearm competency certification of their designated employee (i.e. Armoury Manager) responsible for managing the firearm armoury within the Province/s bidding for.

4.4 **Firearm Handling Procedure:**

The bidder must provide a procedure document outlining the process followed for “booking in and out” of firearms. The submission of a “booking in and out” register only will not be accepted and the bidder will be disqualified from the bid evaluation process.

4.5 **Evidence of Firearms and Permits:**

The bidder must provide Firearms Inventory register detailing all the firearms the bidder has in the Province/s bidding for.

4.6 **Armed Guards Specifications:**

The bidder will need to conform to the specifications set out in 4.3, 4.4 & 4.5, whether bidding for one, more than one or all Provinces, as armed guards may become a requirement during the contracted term.

4.7 **Organogram Structure:**

The bidder must provide an Organogram detailing the reporting structure and the number of guards reporting to the Operational Branch within the Province/s bidding for.

4.8 **Communication (Radio/Cell Platform):**

The bidder must provide proof of the communication systems (radio/cell platform) they are using.

4.9 **Electronic Patrol System:**

The bidder must provide proof of an electronic patrolling system in place and its ability to trigger missed patrol alarm/signal to their control room followed by their appropriate action taken thereafter.

4.10 **Bidders Experience:**

The bidder must have a minimum of one (1) years completed experience in the provisioning of guarding services in the past two (2) years of bid closing date. The bidder must use Annexure BR as a template to provide to their clients to confirm the bidders experience in providing guarding services.

5. Requirements - General

5.1 Reporting and documenting any damage, loss or incident of any nature. Reporting on same via a monthly report, should any incident take place at which guarding is provided an investigation report to be submitted within 48 hours to the respective Regional Security & Investigation Post Office Manager.

5.2 Identify the cause and prevent injury or death to any person within the Service Area/s.

5.3 Occurrence Book/s (OB) must be maintained at every single service area / designated service point/s.

5.4 Perform monthly documented security risk / assessment on premises or when required by SAPO.

- 5.5 Regular patrolling of premises in order to enforce and maintain law and order and to prevent /detect damage, destruction, sabotage, vandalism, theft and assault. Such patrols, at the larger Mail Hubs, Regional / Area Offices/ Branch Offices and Support Service premises must have an electronically monitored patrol system deployed where missed patrols are triggered to the offsite control room to follow up with the security on site. The electronic guard monitoring system will be confirmed during the due diligence process.
- 5.6 Respond to and report any irregularities, unsafe acts and unsafe conditions.
- 5.7 Guards are to be visited (3) three times per shift on a four hourly basis – day and night by a patrolling Manager or Supervisor.

5.8 Uniform and Equipment Requirements:

All guards deployed to the service areas must be dressed and equipped appropriately. Retail and Support Service sites - formal (collar, tie & step in / lace up shoes):

- Handcuffs
- Baton
- Torch
- Pocket book and pen
- Occurrence Book
- Handheld Radio or other equipment that facilitates communication with the control room (Per guard)

NOTE: The costing for ALL equipment listed above, must be included in the all-inclusive total cost quoted and indicated on the Pricing Schedule (Annexure A).

- 5.9 Penalties, per shift, will apply in the event of, but not limited to the following;

- | | |
|---|---------|
| ➤ Late Posting | R500.00 |
| ➤ Incomplete Uniform | R100.00 |
| ➤ Short Posting | R500.00 |
| ➤ No OB or incomplete | R50.00 |
| ➤ No or insufficient site visits | R200.00 |
| ➤ Guards posted without firearms to sites | R500.00 |

- 5.10 The Bidder must have an Operational Branch with a Secure Firearm Vault (armoury) and dedicated Control Room within each of the Province/s bidding for. The Control Room must be a dedicated area within their Operational Branch, which is secure and partitioned separately (locked off) from the rest branch operation. It must be manned 24/7 and fitted with the required radio / cell communications platform and a monitoring base platform for the electronic patrols.
- 5.11 The Bidder must be able to service ALL the Branch Offices within the Province/s bidding for.
- 5.12 Should the service provider be awarded the bid, it would be a requirement to appoint a key account manager to be assigned to the Province awarded.
- 5.13 Complying with and enforcing all SAPO Policies, physical and procedural measures as well as directives that are issued from time to time;

- 5.14 Successful bidders shall observe all applicable legislation and security registration / accreditation / grading requirements;
- 5.15 Bidders must provide ad-hoc unit prices for a single shift – armed and unarmed, for deployment within the Province/s bidding for – refer to Pricing Schedule (Annexure A).
- 5.16 The required resource reflected in the Pricing Schedule (Annexure A) is an estimate and is subject to an increase or decrease during the advertisement of this bid, evaluation, contracting or during the contract period. In the latter regard, a single calendar months' notice will be given during the course of the contract term.
- 5.17 The successful Bidder/s will be required to, through negotiation, agree on and sign a contract which contains the Service Level Agreement.
- 5.18 The required guarding services may not be sub – contracted during award/contracting/execution of the services without the prior written approval from SAPO.

6. Due Diligence

SAPO reserve the right to conduct a due diligence to verify the information submitted with the bidder's proposal. The bidder will be disqualified if the information is not able to be verifiable.

Due Diligence	Yes	No
Operational Branch, Secure Control room and Armoury within the Province/s bidding for.		
Organogram (reporting structure and the number of guards) reporting to the Operational Branch within the Province/s bidding for.		
Firearm Competency Certification: Firearm competency certification of the designated employee responsible for managing the firearm armoury within the Province/s bidding for. Firearm Handling Procedure: A Documented procedure outlining the process for booking in and out firearms, is required Evidence of Firearms and Permits: Evidence of the firearms currently on hand must be presented through the presentation of permits.		
Communication (Radio / cell platform)		
Electronic patrol solution		
Uniforms & Equipment		

5. EVALUATION CRITERIA

The evaluation of the bidders will be done as follows:

- **Phase 0:** Compulsory Briefing Session
- **Phase 1:** Gatekeeping Criteria
- **Phase 2:** Bid Conditions
- **Phase 3:** Commercial (Price & Specific Goals)

1. Phase 1 Gatekeeping Criteria

The bidder is required to provide SAPO with the following in their bid proposal.

Failure to comply with the gate-keeping criteria will result in the disqualification of the bid.

1.1 Pricing Schedule

Bidders must complete pricing schedule **Annexure A** in the format provided in the Bid Document.

Note: Bidder will have the option to bid for the Provisioning of Guarding services for a) one (1) or b) more than one (1) or c) all Provinces.

1.2 Valid PSIRA membership certificate

The bidder must be registered with the Private Security Industry Regulatory Authority (PSIRA) for at least one (1) year prior to the bid closing date. Bidders must submit a valid PSIRA membership certificate in the name of the bidding company confirming registration with PSIRA for at least one (1) year prior to the bid closing date. The PSIRA membership certificate submitted in the name of the bidding company must be valid on the bid closing date.

1.3 Valid PSIRA Statement of Good Standing

The bidder must provide a PSIRA Statement of Good Standing in the name of the bidding company confirming that the bidder is in good standing and the Statement of Good Standing must be valid on the bid closing date

2. Phase 2 Bid Conditions

The bidders must provide the following documentation with their bid proposals.

Should the bidder fail to submit at the time of closing of the bid, bidder/s will be requested to submit the outstanding bid condition/s document(s) within five (5) working days excluding statutory requirements that being tax compliant. Seven (7) working days for tax compliance shall apply from the date the request was sent by SAPO. Failure to comply will result in the disqualification of their bid.

2.1 Firearm Competency Certificate

The bidder must provide a copy of the firearm competency certification of their designated employee (i.e Armoury Manager) responsible for managing the firearm armoury within the Province/s bidding for.

2.2 Firearm Handling Procedure

The bidder must provide a procedure document outlining the process followed for “booking in and out” of firearms. The submission of a “booking in and out” register only will not be accepted and the bidder will be disqualified from the bid evaluation process.

2.3 Evidence of Firearms and Permits

The bidder must provide Firearms Inventory register detailing all the firearms the bidder has in the Province/s bidding for.

2.4 Armed Guards Specifications:(Comply to specification)

The bidder will need to conform to the specifications set out in 4.3, 4.4 & 4.5, whether bidding for one, more than one or all Provinces, as armed guards may become a requirement during the contracted term.

Bidder must submit a confirmation letter that they will comply with SAPO specifications **on the Bidders' Company Letterhead**

2.5 Organogram Structure

The bidder must provide an Organogram detailing the reporting structure and the number of guards reporting to the Operational Branch within the Province/s bidding for.

2.6 Communication (Radio/Cell Platform)

The bidder must provide proof of the communication systems (radio/cell platform) they are using

2.7 Electronic Patrol System

The bidder must provide proof of an electronic patrolling system in place and its ability to trigger missed patrol alarm/signal to their control room followed by their appropriate action taken thereafter.

2.8 Letter of Good Standing [COIDA] Act No. 130 of 1993

The Letter of Good Standing submitted must be valid on the date and time of bid closing and reflect the Bidding companies' COIDA Registration number.

- ✓ The Bidder must submit proof that their company is registered for Compensation for Occupational Injuries which may be sustained to ensure that the medical expenses incurred will be covered.
 - The certificate must valid upon the closing date of the RFP. OR
- ✓ If the bidder is using the consultant /urgent /third party i.e. the certificate submitted must indicate the Certificate no/CF Reg no
 - The certificate must valid upon the closing date of the RFP.

2.9 Bidders Experience:

The bidder must have a minimum of one (1) years completed experience in the provisioning of guarding services in the past two (2) years of bid closing date. The bidder must use **Annexure BR** as a template to provide to their clients to confirm the bidders experience in providing guarding services.

Note: Annexure BR to be completed by bidder's client and also insert client letterhead

2.10 Central Supplier Database

Bidders must be registered on the National Treasury Central Supplier Database (CSD). If the bidders are not registered the bidder can register online at the following website www.csd.gov.za to upload mandatory information as required.

2.11 SBD Forms

- Bidders must complete and submit SBD1 forms.
- Bidders must complete and submit SBD4 forms

2.12 Tax compliance requirements

SAPO will not do business with a supplier who is not tax compliant.

A CSD MAAA number provided by the bidder on the SBD1 form will enable SAPO to verify a bidder's tax compliance status.

2.13 Restricted Suppliers

SAPO shall disqualify bidders that are on the National

3. Phase 3 Commercial (Price and Specific Goals)

The specific goal that this project seeks is to appoint service provider/s that are as follows;

- At least $\geq 51\%$ Black owned or more.
- At least $\geq 51\%$ Youth owned.
- At least $\geq 51\%$ Women owned.
- At least $\geq 1\%$ owned by disabled person(s)

Note: Tenderers who do not submit specific goal requirements with their bid proposal submitted on the specified bid closing date will not be disqualified from the bid evaluation process. Tenderers will not score points out of 20/10 for the specific goals, but zero (0) points will be score

Criteria	Weight	Sub-criteria
Total Price	80/100	Benchmark against lowest quote
Contribution to specific Goals	20/100	Points will be awarded to bidders in accordance to the specific goal table below:

Specific Goal	Points	Required Documents to be submitted for evaluation
Bidding Company is $\geq 51\%$ Black owned or more.	10	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is $\geq 51\%$ Youth owned	5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is $\geq 51\%$ women owned.	3	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is $\geq 1\%$ owned by disabled person(s)	2	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).

OR

Criteria	Weight	Sub-criteria
Total Price	90/100	Benchmark against lowest quote
Contribution to specific Goals	10/100	Points will be awarded to bidders in accordance to the specific goal table below:

Specific Goal	Points	Required Documents to be submitted for evaluation
Bidding Company is ≥ 51% Black owned or more.	5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥ 51% Youth owned	2.5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥ 51% women owned.	1.5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥1% owned by disabled person	1	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).

6. PRICING SCHEDULE

See the attached Excel Pricing Schedule (Annexure A)

- Gauteng (Gauteng Province)
- North West Province
- Free State Province

- a) Bidders shall quote rates that **include** the cost of all labour, equipment, materials and consumables required to execute the service.
- b) The bidder warrants that the pricing quoted above is free of any errors or omissions and that he/she is able to deliver the scope on the prices quoted.
- c) For purpose of Vat Bidders are requested to use 15% VAT

SEE ATTACHED

7. RETURNABLE DOCUMENT(S)

Returnable Documents means all the documents, and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids. The section contains bookmarks for ease of reference.

Administrative Documents

Respondents are required to submit with their bid submissions the following Administrative Documents, and also confirm submission of these documents by so indicating [Yes or No] in the tables below:

Administrative Returnable Documents	Submitted [Yes or No]
Completed SBD 1	
Completed SBD 4	
Completed Confidentiality and Non-Disclosure	
Completed Certificate of Acquaintance with bid Requirements	
Latest CSD Report / MAAA number	

Evaluation Documents:

Gatekeeping Documents

The bidder is required to comply with the gatekeeping criteria to be eligible for further evaluation.
Failure to comply with the gate-keeping criteria will result in the disqualification of the bid.

Gatekeeping Returnable Documents	Submitted [Yes or No]
Pricing Schedule (Annexure F)	
Valid PSIRA membership certificate	
Valid PSIRA Statement of Good Standing	

Bid Condition Documents

Should the bidder fail to submit at the time of closing of the bid, bidder/s will be requested to submit the outstanding bid condition/s document(s) within five (5) working days excluding statutory requirements that being tax compliance

Seven (7) working days for tax compliance shall apply from the date the request was sent by SAPO. Failure to comply will result in the disqualification of their bid.

Bid Conditions Returnable Documents	Submitted [Yes or No]
Firearm Competency Certificate	
Firearm Handling Procedure	
Evidence of Firearms and Permits	
Armed Guards Specifications(Comply to Specification)	
Organogram Structure	
Communication (Radio/Cell Platform)	
Electronic Patrol System	
Completed and signed Annexure BR	
COIDA	

Points for Specific Goals

Tenderers who do not submit specific goal requirement will not be disqualified from the bid process, but they will score zero (0) points out of 10/20 for the specific goal.

Required Documents to be submitted for evaluation	Submitted [Yes or No]
Valid BBBEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs) OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).	
Joint Venture (i.e. incorporate/unincorporated), a consolidated BEE certificate must be submitted to earn the relevant point(s).	

CLIENT LETTERHEAD & DETAILS

DATE: _____

CLIENT NAME: _____

Herewith we, "the client" confirm that _____ (Name of bidding company) has successfully provided the following services as indicated below:

Statement	Required response	Re- sponse from Client
Confirmation of a minimum of one (1) year completed experience in the supplying of guarding services in the past two (2) years of bid closing date.	Indicate Yes or No	

Signature: _____

Name of signatory: _____

Title of signatory: _____

Contact Details: _____

Email address: _____

Master Agreement

Between

THE SOUTH AFRICAN POST OFFICE SOC LIMITED

Registration number 1991/005477/30

("SAPO")

A State Owned Company Incorporated in terms of the Companies Act No 71 of 2008, as amended, herein represented by

In their capacity as the authorised hereto.

[Name of the Authorized person]

and

Registration Number:

("Service Provider")

A Private Company registered in terms of the Company Laws of South Africa, herein represented by

Who represent that he is duly authorised hereto.

1.	INTRODUCTION	28
2.	INTERPRETATION	28
3.	DEFINITIONS.....	29
4.	NON-EXCLUSIVITY	30
5.	THE PROTECTION OF PERSONAL INFORMATION ACT (POPI).....	30
6.	COMMENCEMENT AND TERMINATION	30
7.	OBLIGATIONS OF SAPO	30
8.	WARRANTIES BY THE SERVICE PROVIDER	31
9.	LIMITATION OF LIABILITY	31
10.	ARBITRATION	31
11.	BREACH	31
12.	DOMICILIA AND NOTICES	33
13.	CONFIDENTIALITY	34
14.	SEVERABILITY	34
15.	PRICE AND PAYMENTS	34
16.	PURCHASE ORDER	35
17.	NON-VARIATION	35
18.	INDULGENCES	36
19.	IMPLEMENTATION AND GOOD FAITH	36
20.	COUNTERPARTS	36
21.	COSTS	36
22.	DELIVERABLES	36
23.	INTELLECTUAL PROPERTY	36
24.	DATABASE OF RESTRICTED SUPPLIER.....	36
25.	ENTIRE AGREEMENT	37

1. INTRODUCTION

This Agreement is entered into by and between:

SOUTH AFRICAN POST OFFICE SOC LIMITED [Registration Number 1991/005477/30] whose registered address is 479 Cnr Sophie de Bruyn and Jeff Masemola, Pretoria, 0001 [SAPO]

and

[Registration Number _____]

Whose registered address is _____ [the Supplier].

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1.1 SAPO hereby appoints the Supplier to provide, and SAPO undertakes to accept the supply of Goods provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement; and
- 1.2 The Supplier hereby undertakes to provide the Goods provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement.

2. INTERPRETATION

- 2.1 The clause headings in this Agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of the actual paragraphs as agreed to between the Parties.
- 2.2 Words and expressions defined in any sub-clause will, for the purpose of the clause of which that sub-clause forms a part, bear the meaning assigned to the words and expressions in that sub-clause.
- 2.3 This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.
- 2.4 The validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa.
- 2.5 Any reference to the singular includes the plural and vice versa.
- 2.6 Any reference to natural persons includes legal persons and vice versa and references to any gender include references to the other genders and vice versa.

3. DEFINITIONS

3.1 In this Agreement, unless inconsistent with or otherwise indicated by the context, the following terms will have the meanings assigned to them in this clause:

- 3.1.1 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements, the technical specifications for the Goods and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Supplier [as agreed, in writing, between the Parties], which collectively and exclusively govern the supply of Goods and provision of ancillary Services by the Supplier to SAPO;
- 3.1.2 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 3.1.3 **Contract Price** means _____
- 3.1.4 **Commencement Date** means last signature date of this agreement
- 3.1.5 **Effective Date** means the date of signature by the Party signing last in time;
- 3.1.6 **Goods** shall mean the goods required by SAPO in the bid document
- 3.1.7 **Parties** means SAPO and _____ and “Party” means either one of them;
- 3.1.8 **SAPO** means South African Post Office SOC Ltd, a State Owned Company founded in terms of the South African Post Office Act 22 of 2011, as amended and incorporated in terms of the Company Laws of South Africa;
- 3.1.9 **Services** shall mean the services required by SAPO in the bid document
- 3.1.10 **Signature Date** means the date of signature of the Party signing last in time;
- 3.1.11 **Service Provider** means _____
- 3.1.12 **Term** means a period of _____ from the contract effective date.

4. NON-EXCLUSIVITY

It is recorded, for the avoidance of doubt that this Agreement does not purport to create an exclusive relationship between the parties. In the circumstances both parties shall be free to embark on potential terms of reference with other parties.

5. THE PROTECTION OF PERSONAL INFORMATION ACT (POPI)

The Parties warrant that they will comply with the provisions of Protection of Personal Information Act 4 of 2013 (POPI), and observe all the applicable privacy legislations, in relation to the current engagements or agreement.

6. COMMENCEMENT AND TERMINATION

- 6.1 This Agreement will commence on the Effective Date and shall endure for a period of three (3) years thereafter.
- 6.2 Should either Party wish to file a notice on its intention to cancel this Agreement, such Party is to provide the other with a thirty (30) days' notice of its intention to do so.
- 6.3 Should the aggrieved party elect to cancel this Agreement following the period of 7 (seven) Business Days (where the defaulting party has failed to remedy the breach complained of), as contemplated in clause 11.1, it shall provide the defaulting party with a further 30 (thirty) days written notice of cancellation.

7. OBLIGATIONS OF SAPO

7.1 SAPO is obligated to:

- 7.1.1 Provide the Service Provider with the necessary support in the execution of its responsibilities in respect of this Agreement;
- 7.1.2 Ensure that it is compliant with its regulatory universe in relation to the execution of this Agreement;
- 7.1.3 Ensure that payment is effected in terms of **Clause 15.3** below.
- 7.1.4 Ensure that, to the extent that any approval or consent is required from National Treasury, its Board or elsewhere, in effecting the execution of this Agreement, all the necessary such approvals or consents are in place.
- 7.1.5 SAPO will ensure that all the necessary policies, procedures and orders are in place and approved so that payment will be made as per clause **7.1.3**, without exception.
- 7.1.6 Any queries, credits or adjustments as may be appropriate and agreed between the Parties will be cleared and resolved on the 15th (fifteenth) of the preceding month.

8. WARRANTIES BY THE SERVICE PROVIDER

The Service Provider warrants that, in relation to each Service provided in terms of this Agreement, it will provide the Services:

- 8.1 with promptness and diligence and in a skilful manner and in accordance with the practices and professional standards of operations performing services similar to the Services as captured in the specification
- 8.2 In terms of the reasonable standards and specifications that are agreed with SAPO from time to time.

9. LIMITATION OF LIABILITY

- 9.1 The Parties hereby agree to limit their third party liability that arose consequential to this Agreement to the remaining value of the Agreement at the time of the claim.
- 9.2 Notwithstanding anything to the contrary herein or in any law contained, neither Party shall be liable for any indirect, special and/or consequential loss and/or damages suffered by the other Party of whatsoever nature howsoever arising.

10. ARBITRATION

In the event of any dispute or difference arising between the Parties relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, is not resolved within thirty (30) days following the notice in terms of **Clause 6.3** above and **Clause 11** below, the Parties will immediately meet, through their respective nominated representatives with the relevant authority, to attempt to settle such dispute or difference. Should the Parties be unsuccessful in resolving the dispute amicably, the Parties hereby agree to refer the dispute for arbitration within a period of forty five (45) following the initiation of the dispute, in accordance with the rules of the Arbitration Foundation of South Africa (AFSA).

11. BREACH

- 11.1 In the event of either Party ("the defaulting party") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 7 (seven) Business Days after receipt of a written notice from the other Party ("the aggrieved party"), calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or, subject to the provisions of clause 6.2 hereof, cancel this Agreement and, without further notice, in either event, claim and recover damages from the defaulting party.
- 11.2 The aggrieved party shall be entitled to cancel this Agreement forthwith on written notice to the defaulting party upon the occurrence of any of the following events or circumstances:

- 11.2.1 if the defaulting party fails to comply with any of its obligations contained in this Agreement;
or
- 11.2.2 if the defaulting party is provisionally or finally liquidated; or
- 11.2.3 if the defaulting party commits an act of insolvency or is sequestrated in the case of a natural person; or
- 11.2.4 the defaulting party ceases to carry on business, enters into any compromise or arrangement with its creditors or has a judgment granted against it, which remains unsatisfied for a period of 7 (seven) Business Days after the granting thereof, or
- 11.2.5 If any representation, warranty or statement made by a Party in the Agreement is incorrect in any material respect as at the date on which it is made, alternatively should any representation, warranty, undertaking or statement which is repeated under this Agreement ceases to be correct in any material respect on any date during the term of the Agreement.

12. DOMICILIA AND NOTICES

12.1 The Parties hereby choose as their *domicilium citandi et executandi* for all purposes arising from or pursuant to this Agreement as follows:

a) Service provider

Physical Address	
Attention:	
Telephone Number	
For Business and Operations	
Attention:	
Telephone Number	

b) SAPO:

For Legal Notices and Summons	497 Sophie De Bruyn
	National Postal Centre (NPC)
	Pretoria
	0002
Attention:	Head of Legal
Telephone Number	012 407 6000
Email Address	Nondumiso.Magagula@postoffice.co.za
For Business and Operations	
Attention	
Telephone Numbers	
Email Address	

13. CONFIDENTIALITY

- Each Party acknowledges that all material and information which has or will come into the possession or knowledge of the other in connection with this Agreement or the performance of the obligations here under, consists of confidential and proprietary information, which, should be kept confidential.
- All Parties therefore agree to hold such material and information in the strictest confidence, not to make use thereof other than in the performance of the obligations under this Agreement, to release it only to employees requiring such information and not to release or disclose it to any other Party.
- No Party will use the name of any other in publicity releases or advertising or for other promotional purposes, without securing the duly authorised prior written approval of the other Party.
- The Parties agree that the provisions of this clause will survive the termination of this Agreement.

14. SEVERABILITY

- 14.1 If any provision of this Agreement is or becomes illegal, void or for whatever reasons is invalid, this shall not affect the legality and validity of the other provisions.
- 14.2 Each provision of this Agreement is severable from the other.

15. PRICE AND PAYMENTS

- 15.1 The Contract Price for the Services to be provided by the Service Provider to the SAPO is exclusive of Value Added Tax as contemplated in the Value Added Tax No. 89 of 1991 ("the **VAT Act**") as set out in the pricing schedule. The Service Provider will issue an invoice on the 1st day of the month.
- 15.2 SAPO will effect payment of the amount invoiced Within 30 days of statement.

- 15.3 All payments shall be made, by the SAPO to the Service Provider, electronically into the Service Provider's Bank Account as per the details below:

Name of Bank:	
Name of Branch:	
Branch Code:	
Account Holder	
Account Number:	
Type of Account	
Reference	

- 15.4 In the event that the Service Provider banking details reflected above change for any reason whatsoever, the Service Provider must immediately notify the SAPO in writing of its new banking details.
- 15.5 All invoices must be addressed to the SAPO and the Service Provider must comply with the requirements of the VAT Act.

16. PURCHASE ORDER

- 16.1 The Post Office will submit a Purchase Order to the Service Provider for the Services as specified in the Purchase Order.
- 16.2 The Purchase Order will set out the following details:
- 16.2.1 the Purchase Order number;
 - 16.2.2 the quantity and nature of the Services or Goods required by the SAPO; and
 - 16.2.3 the expected date of delivery of those Services or and Goods is consistence with the scope of work.
- 16.3 Parties have agreed that all Purchase Orders, for the next month, will be raised within the first seven (7) days of the month in which the services are being rendered, to enable the Service Provider to prepare itself timeously.

17. NON-VARIATION

No addition to, variation, amendment or agreed cancellation of this Agreement shall be of any force or effect unless recorded in a written document and signed by or on behalf of the Parties.

18. INDULGENCES

The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

19. IMPLEMENTATION AND GOOD FAITH

19.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or be conducive to give effect to the terms, conditions and import of this Agreement.

19.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith toward each other in the performance of their obligations in terms of this Agreement.

20. COUNTERPARTS

This Agreement may be executed in more than one counterpart, each of which together shall be deemed an original, and all of which together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

21. COSTS

Each of the Parties shall bear its own costs relating to all negotiations and preparations in respect of the Agreement.

22. DELIVERABLES

The service provider accepts and acknowledge the following deliverables as per the SCOPE of work
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23. INTELLECTUAL PROPERTY

All the intellectual property developed for and associated including any templates, electronic programmes, methodology or other items, created by the Service Provider while rendering Services in terms of Annexure “B”, shall become the property of SAPO, unless such property was owned by the Service Provider prior to conclusion of this Agreement.

24. DATABASE OF RESTRICTED SUPPLIER

The process of restriction is used to exclude a company/person from conducting future business with SAPO and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury’s List of Restricted Suppliers. SAPO

reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

25. ENTIRE AGREEMENT

This document contains the entire Agreement between the Parties in regard to the matters with which this Agreement is concerned, and no Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded or otherwise contained herein.

For and on behalf of the SOUTH AFRICAN POST OFFICE SOC LIMITED Duly authorized	For and on behalf of the _____ Duly authorized
Name:	Name:
Position:	Position:
Signature	Signature
Date:	Date:
Place:	Place:

As Witness	As Witness
Name:	Name:
Signature:	Signature:

As Witness	As Witness
Name:	Name:
Signature:	Signature: