

## REQUEST FOR BID (RFB)

### APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SECURITY GUARDING SERVICES TO PUBLIC PROTECTOR SOUTH AFRICA (PPSA), PRETORIA HEAD OFFICE AND MAFIKENG PROVINCIAL OFFICE FOR A PERIOD OF THREE (3) YEARS

<b>BID NUMBER:</b>	PPSA/2024/BID008
<b>ISSUE DATE:</b>	31 March 2025
<b>RFB Closing Date and Time:</b>	25 April 2025 AT 11H00AM.
<b>BID VALIDITY PERIOD:</b>	120 Days
<b>BRIEFING SESSION:</b>	<p>Non-compulsory virtual briefing session will be held on: 14 APRIL 2025 AT 10H00am – 12H00pm</p> <p><b>Microsoft Teams: Login details</b></p> <p>Meeting ID: 359 288 619 825 Passcode: kY2Jy7kF</p>
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT:</b>	<p>Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria, 0083</p>

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC PROTECTOR SOUTH AFRICA**

BID NUMBER:	PPSA/2024/BID008	CLOSING DATE:	25 APRIL 2025	CLOSING TIME:	11:00
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**DESCRIPTION** APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SECURITY GUARDING SERVICES TO PUBLIC PROTECTOR SOUTH AFRICA (PPSA), PRETORIA HEAD OFFICE AND MAFIKENG PROVINCIAL OFFICE FOR A PERIOD OF THREE (3) YEARS

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

Public Protector South Africa  
 175 Lunnon Street  
 Hillcrest Office Park  
 Pretoria, 0083

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
-------------------------------------------------------	------------------------------------------------

CONTACT PERSON	Kabelo Lekalakala	CONTACT PERSON	Tiyani Thuketane
TELEPHONE NUMBER	012 366 7157	TELEPHONE NUMBER	012 366 7152
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	<a href="mailto:kabelol@pprotect.org">kabelol@pprotect.org</a>	E-MAIL ADDRESS	<a href="mailto:TiyaniT@pprotect.org">TiyaniT@pprotect.org</a>

**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:	<b>OR</b>	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> YES <input type="checkbox"/> NO [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? <input type="checkbox"/> YES <input type="checkbox"/> NO [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
 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**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 PUBLIC PROTECTOR SOUTH AFRICA (PPSA) 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)



2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:  
.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where 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.

<sup>2</sup> 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.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
- (a) The applicable preference point system for this tender is the 80/20 preference point system
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

## 2. DEFINITIONS

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

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

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

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

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: **80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) Bidder must submit proof as supporting documents for the point's claimed. None submission may render the points not been awarded to the bidder.**

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 system) (To be completed by the tenderer)
<b>Historically Disadvantaged individual (HDI)</b>		
Enterprises with ownership of 51% or more by person/s who are black person/s.	10	
Enterprises with ownership of 51% or more by person/s who are women	5	
Enterprises with ownership of 51% or more by person/s who are youth	3	
Enterprise with ownership of 51% or more by person/s with disability	2	
Enterprises with ownership of less than 51% by person/s who are black or less than 51% by person/ s who are women or less than 51% by person/s who are youth or less than person/s with disability	0	
<b>Total</b>	<b>20</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## TERMS OF REFERENCE

### 1. BACKGROUND

1.1 The Office of the Public Protector, entrusted with the critical mandate of upholding the principles of integrity, accountability, and transparency in the governance of South Africa, recognizes the paramount importance of safeguarding its premises, personnel, and assets. As such, the Office seeks to appoint a reputable and experienced Security Services provider to ensure the security and protection of its Head Office located in Pretoria and the Northwest Provincial Office situated in Mafikeng for a period of thirty-six months (3 years).

### 2. Scope of Work

2.1 The Security Service provider shall be responsible for the following:

- Provision of qualified and trained security guards for both locations, capable of maintaining a safe and secure environment.
- Conducting regular patrols and surveillance of the premises to deter unauthorized access and ensure the safety of personnel and assets.
- Monitoring access points, including entrances, exits, and sensitive areas within the premises.
- Implementing security procedures in accordance with industry standards and relevant regulations.
- Responding promptly to security incidents, emergencies, or alarms.
- Coordinating with local law enforcement agencies when necessary.
- Providing security reports and incident logs as required by the Office of the Public Protector.
- Maintaining confidentiality and professionalism in all security matters.

The following will be required from the service providers:

### 2.2 Requirements

2.2.1 The Public Protector South Africa (PPSA) requires a Security Company to provide security services through guarding, managing access and exit control of people and vehicles. The provision of relevant information to PPSA visitors at reception, management of fire alarm systems, the securing of buildings and premises occupied by PPSA during normal and emergency situations. The guards at access control points must do the following:

- 2.2.1.1 Obtain confirmation for any PPSA property when entering and leaving the premises at any given time.
- 2.2.1.2 Always be visible and in close proximity to the main entrance points.
- 2.2.1.3 Be customer-focused, patient, and polite and always remain professional in the execution of their duties.
- 2.2.1.4 Ensure that access gates/doors are closed and opened as per site instructions or other instructions as issued by the appropriate PPSA official as and when required.
- 2.3 Doors are locked/unlocked at designated times, or as required according to specific instructions from appropriate PPSA staff.
- 2.4 Provide safety and security to PPSA employees and assets.

**N.B The appointed service provider must be in a position to provide immediate support to the officers onsite in case of emergencies.**

**2.5 OPERATIONAL CONDITIONS**

**DETAILED SPECIFICATION (Please mark appropriate block with an x)**

ITEM NO	DESCRIPTION	YES	NO	REMARKS
2.5.1	<b>Service required</b>			
	<p>The rendering of a security guarding service for a period of (3) three years at the following premises:</p> <p>NB: Bidders must take into consideration that some of the offices may relocate within the same Vicinity/City.</p> <p><b>Gauteng: Head Office</b></p> <p>175 Lunnon Rd Hillcrest Office Park, Pretoria</p>			

ITEM NO	DESCRIPTION	YES	NO	REMARKS												
	<p><b>Northwest Province:</b></p> <p>Mafikeng Office Public Protectors Chambers, Cnr Martin &amp; Robinson Street <b>Mafikeng</b></p>															
	<i>Item</i>			<i>Number</i>												
2.5.1.1	<p><b>Security officer- Grade D</b></p> <table border="1"> <thead> <tr> <th>Day shift</th> <th>Night Shift</th> </tr> </thead> <tbody> <tr> <td>5 unarmed</td> <td>1 unarmed 1 armed</td> </tr> <tr> <th>Weekend day</th> <th>Weekend Night</th> </tr> <tr> <td>1 unarmed 1 armed</td> <td>1 unarmed 1 armed</td> </tr> <tr> <td colspan="2"><b>Total guards on site 9 (nine)</b></td> </tr> <tr> <td colspan="2"><b>Head Office: Pretoria only</b></td> </tr> </tbody> </table>	Day shift	Night Shift	5 unarmed	1 unarmed 1 armed	Weekend day	Weekend Night	1 unarmed 1 armed	1 unarmed 1 armed	<b>Total guards on site 9 (nine)</b>		<b>Head Office: Pretoria only</b>				<p><b>Monday-Friday (5 day &amp; 2 night)</b></p> <p><b>Sunday including public holidays (2 day &amp; 2 night)</b></p>
Day shift	Night Shift															
5 unarmed	1 unarmed 1 armed															
Weekend day	Weekend Night															
1 unarmed 1 armed	1 unarmed 1 armed															
<b>Total guards on site 9 (nine)</b>																
<b>Head Office: Pretoria only</b>																
2.5.1.2	<p>Security Officer - Grade D armed</p> <p>Day Shift : 06:00 - 18:00</p> <p><b>NB: Provincial office Mafikeng</b></p>			<p><b>1 officer per office</b></p> <p><b>Monday to Friday</b></p>												
D2.5.1.3	<b>Security Aids</b>															
	(a) Portable handheld 2-way radios/ cellphone/ SOS (Communication link to the control room).															
	(b) Torches (including batteries)															

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	(c) Batons			
	(d) Pocket books			
	(e) Handcuffs			
	(f) Firearm & holster, magazine & rounds			
	(g) Security registers			
	(h) Pepper spray			
	(i) Registers (OBs, visitors, contractors, laptops etc)			
2.5.2	<b>Private Security Industry Regulatory Authority</b>			
2.5.2.1	<p>The organization must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001).</p> <p><i>As proof thereof, a copy of valid registration must be attached with the tender.</i></p> <p>All Security officers that the tenderer supplies to render the service must be registered as Security Officers in terms of The Private Security Industry Regulatory Act (Act 56 of 2001).</p>			
2.5.2.2	Copies of the registration certificates in respect of all the Security officers must be submitted.			
2.5.2.3	<p><b>National Bargaining Council For The Private Security Sector</b></p> <p>Attach Confirmation letter of good standing)</p>			
2.5.3	<b>Supervision of Emergency Assistance</b>			
	<p>The tenderer must have a well-established and equipped (24) hour security control room.</p> <p>The Company must be able to provide immediate support to the officers' onsite in case of emergencies.</p> <p>The Tenderers must furnish details of security equipment, registers, and security systems which is available in the security</p>			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	<p>control room.</p> <p>The bidder must be able to provide support within 15 minutes after getting a distress call.</p> <p><i>NB: The PPSA holds the right to inspect such control room.</i></p>			
2.5.4	<b>Minimum wages</b>			
	<p>It is expected that the tenderer must pay his/her employees at least the minimum monthly basic wage, as prescribed by the department of Labour.</p> <p><b>Bidders must submit a commitment letter on the company letterhead.</b></p>			
2.5.5	<b>Provision of personnel in crisis situation</b>			
	<p>2.5.5.1 Tenderers must, in consultation with the Manager responsible in charge of Security Services, or delegated official from PPSA, undertake to provide certain and reasonable number of staff as required for the rendering of the service at the site during crisis situations.</p> <p>2.5.5.2 Failure to comply with the above requirement will result in this matter being regarded as non-compliant to Service Level Agreement (SLA).</p>			
2.5.6	<b>Security Service</b>			
2.5.6.1	<p>The quality of the service to be rendered must be in accordance with Private Security Industry Regulatory Authority standards.</p> <p>It is the responsibility of the successful tenderer to see that personnel employed for the rendering of this service, always meet the requirements, which is incorporated in the legislations listed below. Failure to meet any of these requirements will result in the termination of the contract.</p> <p>All possible steps shall be taken by the tenderer to ensure that the intended</p>			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	<p>execution of this agreement takes place. These steps include, inter alia, the following:</p> <ul style="list-style-type: none"> <li>a) The protection of PPSA officials against injuries, death or any other offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977);</li> <li>b) The protection of PPSA property at the intended sites and the protection of said property against theft and vandalism.</li> <li>c) The Protection of Information; and</li> <li>d) The Protection of the business process of the PPSA against any Interruption.</li> </ul>			
2.5.6.2	The contractor will be held liable for any damages or loss suffered by the PPSA because of the contractor's own or his employees' negligence or intent, which originated on the site.			
2.5.6.3	The PPSA shall not be liable for any loss or damage of any nature to any of the contractor's properties or any items kept at the institution's site.			
2.5.7	<b>Security personnel compliance</b>			
2.5.7.1	Security Officers must have obtained a minimum qualification of a Senior Certificate/Grade 12 or equivalent.			
2.5.7.2	The Security Officers supplied to render the service must have at least had (2) two years' security experience.			
2.5.7.3	The Security Officers must be PSIRA accredited			
2.5.7.4	Security Officers must not have a criminal record, must have positive security clearance, be proficient in English & local spoken language and service excellence.			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
2.5.7.5	The Security Officers must understand and be able to implement access control procedures.			
2.5.8	<b>Declaration of secrecy and screening</b>			
2.5.8.1	All security personnel and management involved with the Security Services of the PPSA shall at the commencement of this SLA, sign a declaration (an Oath of Secrecy) and submit the declaration to the responsible Manager in charge of Security Services in the PPSA.			
2.5.8.2	The Supervisor and Security Officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Institution and the PPSA in general.			
2.5.8.3	The Supervisor and Security Officers are prohibited from reading documents or records in offices or the unnecessary handling thereof. No information concerning the PPSA activities may be furnished to the public or media by the contractor or any of his/her employees.			
2.5.9	All Directors in the Company will be subjected to security screening.			
2.6.	<b>General requirements for security service</b>			
2.6.1	The following general requirements apply:			
2.6.1.1	At all times Security Officers must present an acceptable image and appearance which implies that they may not sit, lounge about, smoke, eat or drink while attending to employees of the institution and public.			
2.6.1.2	The Supervisors and Security Officers must always present a dedicated professional attitude. A professional dedicated attitude approach shall imply, that there shall be no unnecessary arguments with visitors / staff or discourteous behavior towards them.			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
2.6.1.3	The Supervisors and Security Officers must be physically healthy and medically fit for the execution of their duties.			
2.6.1.4	The PPSA retains the right to ascertain from the Private Security Industry Regulatory Authority as to whether the Supervisors and Security Officers are in good standing with the Private Security Industry Regulatory Authority.			
2.6.2	<b>Uniforms and identification</b>			
	<p>The contractor shall undertake to ensure that each member of his security personnel will always, when on duty be fully equipped in respect of:</p> <p>a) A neat and clearly identifiable uniform of the company, which will include matching raincoats and overcoats for personnel performing duties outside the building.</p> <p>b) A clear identification card / name tag of the company with the member's photo, identification, and staff number on it, worn conspicuously on his/her person at all times.</p> <p><b>c) Alternatively:</b></p> <p>The valid identification card issued by the Private Security Industry Regulatory Authority.</p>			
2.6.3	Tenderers must keep proper files as well as appropriate documents of all security personnel, who are employed to render the service to the PPSA available for inspection by representatives of the institution. The appropriate documents shall include the following: Scholastic training, registration, and medical certificates.			
2.6.4	<b>Registers to be utilized and maintained</b>			
2.6.4.1	The contractor must ensure that the Occurrence Register and Access Control			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	Register / Forms, which are available on the site, is utilized and maintained as required:			
2.6.4.1.1	<p>(a) <b><u>Occurrence Register</u></b> - The purpose of this register is to keep record of all incidents, occurrences, or observations made by the Security Officer's whilst on duty for later reference.</p> <ul style="list-style-type: none"> <li>- <b><u>Compulsory Entries</u></b>: All listed routine procedures such as patrols undertaken, handing over of shifts, etc., and the procedures followed, by whom and the commencement time. These entries must all be made clearly legible, in black ink.</li> <li>- All occurrence/events, however important, slight, or unusual, with reference to the correct time and relevant actions taken must be noted in a clearly legible black ink.</li> <li>- All security personnel activities - especially deviations in respect of the duty list - indicating particulars of the personnel and relevant times.</li> <li>- The issue and/or receipt of keys, indicating the time and by whom they were received and delivered.</li> </ul>			
2.6.4.1.2	<ul style="list-style-type: none"> <li>- The unlocking / locking of doors / gates, indicating the time and by whom they were locked / unlocked.</li> <li>- The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case personnel taking over as well as personnel handing-over must sign the entries.</li> </ul>			
2.6.4.1.3	<ul style="list-style-type: none"> <li>- <b><u>Occurrence register - Read</u></b>: After handing-over of the shifts, the person who has come on shift must make an entry that he / she has read the occurrence register to acquaint himself /</li> </ul>			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	herself with events that occurred during the previous shift.			
2.6.4.1.4	- <b><u>All shifts by Supervisors and Management:</u></b> These entries must be done in legible red ink.  Officials of the PPSA shall pass on in writing, all additional requests in respect of the rendering of the service.			
2.6.4.1.5	- Under no circumstances may an entry in the occurrence register be erased, painted out with correction fluid, or totally deleted. It shall only be crossed out by a single line and initialed at the side.			
2.6.4.1.7	c) <b><u>Duty sheet</u></b> - The purpose of the duty sheet is to ensure that all security personnel on duty are familiar with their duties as required for the contract.  - The contractor must have a fully expounded duty sheet available at each duty point of the site.			
2.6.4.1.8	d) <b><u>Two-way radios</u></b> □ The purpose of the two-way radio communication is to ensure that there is immediate communication between the various duty points on the site and with the contractors control room.  - <b><u>Hand held 2-way radios:</u></b> The handheld radios must be always in good working condition, and they must be handed to the Security Officer patrolling the site for immediate communication with the base station.			
2.6.4.1.9	e) <b><u>Patrols:</u></b>  I. The purpose of patrolling is to ensure that the site is inspected according to instructions and any deviation is immediately reported to supervisors and addressed accordingly.  II. The service provider must ensure that			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	patrols are audited and produce reports as and when required.			
2.7.	<b>Contact with PPSA Representative</b>			
2.7.1	The Site Manager or Supervisor must immediately report any abnormal and or noteworthy incident to the PPSA Representative.			
2.7.2	A meeting, where formal discussions can be held between the PPSA Representative and Contractors Supervisor / Manager or Contractor himself / herself, must be held at least once a month. The PPSA will keep the minutes of the meeting.			
2.7.3	The contractors shall furnish a monthly and quarterly report of the security service, incidents, etc. which transpired in the previous month to the responsible Manager or delegated official in the PPSA.			
2.8	<b>Maximum shift hours</b>			
2.8.1	No security personnel may be allowed to work a daily shift longer than (12) twelve hours.			
2.9	<b>Lost articles</b>			
2.9.1	<b>Definition:</b> Lost articles found at the site and of which the ownership could not immediately be established.  All lost articles must immediately be handed in at the security control room on site for safekeeping and recorded in the occurrence register. Thereafter it must be handed to the PPSA Representative.			
2.10	<b>Inspections</b>			
2.10.1	A thorough inspection of the service shall be performed by PPSA officials as well as the contractor at least once monthly.			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
2.10.2	The PPSA retains the right to inspect the service rendered by the contractor at any time, to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.			
2.10.3	The PPSA retains the right to require from the contractor, that any of his / her employees be replaced, should justifiable reasons exist, in which case the employee must leave the site immediately. The PPSA will not be held responsible for any damages or claims which may arise and the contractor or successful tenderer indemnifies the institution against any such claims and legal expenses.			
2.10.4	<b>NOTE:</b> The PPSA's representative will check daily whether sufficient personnel are available on site in terms of the conditions.			
2.10.5	All sick reports and late coming must be reported to PPSA representative an hour before the start of the shift. Replacement must be deployed to the site not later than an hour after the start of the shift.			
2.11	<b>Labour unrest incidents</b>			
2.11.1	<b>Business Continuity:</b> If the service is interrupted/or temporary deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on methods to ensure continuation of the security service. The tenderer must provide PPSA with a contingency plan to ensure business continuity.			
2.12	<b>General</b>			
2.12.1	The contractor's personnel must at all times refrain from littering and they must keep the grounds / building / work area occupied by them clean, hygienic and neat.			
2.12.2	Under no circumstances will any security			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	personnel be allowed to trade on the premises.			
2.13	<b>Additional requirements</b>			
2.13.1	A direct line of communication must be established between the security control room in the institution and the control room of the contractor.			
2.13.2	The contract will be valid for a period of (3) three years and the PPSA reserves the right to terminate the contract with immediate effect if the contractor is not rendering the service in terms of the contract and Service Level Agreement. This will be done in line with the policies of the PPSA.			

### 3. CONTRACTOR'S RESPONSIBILITIES

3.1 The contractor must, at his/her own expense, take out sufficient insurance cover against any claims, costs, losses, and damage ensuing from his/her obligations and he/she must ensure that such insurance remains operative for the duration of this agreement. A copy of such insurance contract shall be handed to the institution representative on commencement of the service.

4. The PPSA will take responsibility for the provision and maintenance of the guard house, toilet facility, upkeep, and maintenance of necessary keys & padlocks, daily and weekly instructions and operational procedures & requirements.

### 5. OTHER SECURITY REGISTERS

Apart from the occurrence book mentioned above the following registers shall be utilized by the Security Officers in rendering service at PPSA buildings.

#### 5.1 Visitors register.

Purpose: The purpose of the visitor's register is to always have information available regarding people allowed entry to the site within a specific period, in case occurrences should take place

which might lead to judicial enquiry or investigations. Registers should be kept clean, legible, and neat all times. These register forms must be completed correctly and legibly by the security guard / officer on duty and the following information from the visitor should be noted:

- Date and time of visit and departure
- Surname and initials of the visitor
- ID number and proof of identity of the visitor
- Home and work address of the visitor
- Name of person to be visited.
- Telephone numbers at work or home
- Duration of the visit
- Purpose of visit
- Signature of the visitor

## **5.2 Pocket book**

**Purpose:** The purpose of the pocketbook is to note down all incidents occurring or observations made by a security guard / officer during a turn of duty, for later reference.

**Requirement:** During their turns of duty all security personnel must have a pocketbook on their possession.

### **The following information must be noted down in the Pocketbook.**

All occurrence / events, however important, slight, or unusual, referring to the following:

5.2.1. Reporting on and off duty.

5.2.2. Time the event occurred.

5.2.3. Extent of occurrence or event.

5.2.4. The Security Officer should record any serious event taking place during the execution of the duty.

5.2.5. The supervisor visiting the site should sign in the Security Officers pocketbook to ensure that he / she visited the officers on site. The supervisor's entry should be in a red pen.

## **5.3 Staff after hours register.**

5.3.1 The after-hours register is intended to exercise control over staff members and any other people who entered the buildings after hours. This register is also applied during weekends and public holidays.

5.3.2 All personnel leaving the building after hours should complete the afterhours register.

5.3.3 The Security Officer on duty must ensure that all personnel complete the register correctly. This means that the Security Officer shall ensure that the correct time and signature of the personnel is

entered correctly.

#### 5.4 Removal permit

This permit is the most essential in terms of control of goods and assets leaving the PPSA. This register should be controlled in this manner.

5.4.1 PPSA asset, information and other relevant goods are not allowed to leave the PPSA before the proper authority is obtained. There is a control officer who has the authority to sign for the goods leaving the building.

5.4.2 The Security Officer shall verify the serial numbers and the goods before the goods can be removed from the building. When the Security Officer is not certain with the serial numbers and other information, he / she should contact the senior officer/ PPSA Representative to look at the matter before such goods can be removed from the building.

#### 6. The table below reflects the number of guards required in each office:

6.1 For PPSA to be able to facilitate the evaluation of bids and the administration of the contract it is required that bidders must provide pricing including escalation for a period of three (3) years must only include overheads costs and exclude salaries due to sectorial determination. Bidder's prices must be fixed for the first year (12 months from the date of award) and adjusted for the second and third year based on the approved increases promulgated by PSIRA and Sectorial Wage Determination.

<b>GAUTENG: HEAD OFFICE PRETORIA</b>				
<b>Shift</b>	<b>Day</b>	<b>Grade</b>	<b>Total Guards on site</b>	<b>Days</b>
<b>Day and Night  (1 guard armed after hours)</b>	<b>24/7 shift</b>	<b>D</b>	<b>5 (Mon-Fri) Day shift</b> <ul style="list-style-type: none"> <li>• <b>2 Night Shift weekend (Day &amp; Night)</b></li> <li>• <b>2 Public holidays (Day &amp; Night)</b></li> </ul>	<b>Monday- Sunday including public holidays</b>
<b>PROVINCIAL OFFICE: MAFIKENG OFFICE</b>				
<b>Day (armed)</b>	<b>06h00-18h00</b>	<b>D</b>	<b>1 per site Day shift</b>	<b>Monday- Friday excluding public holidays</b>

**NOTE: The number of security guards may be reviewed as and when required and such will be communicated to the Service Provider to amend their monthly invoice in line with the actual number of security guards on site. Any additional guards that may be required must be provided at the same rate that will be applicable and aligned to the existing contract.**

## 6.2 Detailed Pricing Schedule

### PRETORIA OFFICE

SERVICE REQUIRED	DESCRIPTION	UNIT RATE			QUANTITY	MONTHLY RATE		
		Year 1	Year 2	Year 3		Year 1	Year 2	Year 3
Grade D unarmed sec off	Mon – Fri Day shift 06:00 – 18:00	R	R	R	5	R	R	R
Grade D armed sec off	Mon – Fri Night shift 18:00 – 06:00	R	R	R	1	R	R	R
Grade D unarmed sec off	Mon – Fri Night shift 18:00 – 06:00	R	R	R	1	R	R	R
Grade D armed sec off	Sat – Sun Day shift/PH 06:00 – 18:00	R	R	R	1	R	R	R
Grade D unarmed sec off	Sat – Sun Day shift/PH 06:00 – 18:00	R	R	R	1	R	R	R
Grade D armed sec off	Sat – Sun Night shift/PH 18:00 – 06:00	R	R	R	1	R	R	R
Grade D unarmed sec off	Sat – Sun Night shift/PH 18:00 – 06:00	R	R	R	1	R	R	R
<b>TOTAL FOR GUARDS</b>						R		
<b>EQUIPMENTS</b>								
Firearms		R						
Two-way Radios		R						
Pepper spray		R						
Handcuffs		R						
Batons		R						
Torch		R						
<b>TOTAL PRICE FOR EQUIPMENT</b>						R		

**PROVINCIAL OFFICE: MAFIKENG**

SERVICE REQUIRED	DESCRIPTION	UNIT RATE			QUANTITY	MONTHLY RATE		
		YR1	YR2	YR3		YR1	YR2	YR3
Grade D unarmed Sec Off	Mon – Fri Day shift 06:00 – 18:00				1			
<b>TOTAL FOR GUARDS</b>						R		
<b>EQUIPMENTS</b>								
Firearms		R						
Two-way Radios		R						
Pepper spray		R						
Handcuffs		R						
Batons		R						
Torch		R						
<b>TOTAL PRICE FOR EQUIPMENT</b>						R		

<b>TOTAL COST PRICE FOR THE CONTRACT OVER A PERIOD OF THREE YEARS BOTH HEAD OFFICE: PRETORIA OFFICE AND PROVINCIAL OFFICE: MAFIKENG</b>
R.....
<b>(Total pricing VAT inclusive)</b>
<b>TOTAL IN WORDS</b>
.....
.....

7. **The bid will be evaluated in four (4) phases as outlined below:**

7.1 **Phase1 evaluation: Administrative Compliance:** Bidders must ensure that they complete, and sign documents as indicated below, and the documents must be submitted as part of the bid document by the closing date and time:

7.1.1 Signed SBD 1: Invitation to Bid

7.1.2 Signed SBD 4: Bidders Disclosure

7.1.3 Signed SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2022

7.1.4 Submit proof for specific goals claim.

7.1.5 The bidder must be registered on the Central Supplier Database (CSD).

7.2 **Phase 2 evaluation: Mandatory Requirements:**

Non submission of all mandatory documents will disqualify the bidder.

7.2.1 The bidder must be registered with PSIRA.

- The bidder must submit a valid PSIRA certificate i.e., the “New Certificate” in line with industry circular issued by PSIRA on 10 March 2015. And this must be updated annually as per the contract.

**Note:** The certificate must be in the bidder’s name, where the service is sourced through Joint Venture; the bidder must also attach the PSIRA certificate of both the JV partners.

7.2.2 The bidder (company) must be registered with the Private Security Industrial Regulatory Authority (PSIRA). Bidders must provide a letter of good standing together with their PSIRA membership certificate, and **Directors Private Security Industry Regulatory Authority (PSIRA)** registration certificate(s). Such registration must be valid during the period of the contract.

7.2.3 A copy of **Liability Insurance Cover or Letter of Intent** from the company and the amount available per claim.

7.2.4 The bidder must confirm that, for the duration of the contract, all employees assigned to this project will be registered with the Unemployment Insurance Fund. Additionally, the bidder must commit on the company letterhead registering these employees with a Provident Fund and ensuring all contributions are made as required by applicable labor laws and industry regulations.

7.2.5 **A valid Letter of good standing** from the office of the **Compensation Fund** and a copy of

the Compensation for Occupational Injuries and Diseases Act (COIDA) **registration certificate**.

7.2.6 Valid proof that the bidder is registered with the **National Bargaining Council for the Private Security Sector (NBCPSS)**. Attach Confirmation letter of good standing)

7.2.7 Bidder must comply with the main collective agreement (MCA) provisions in line with Government Gazette **No. 50065 / NO R. 4302** effective **2 February 2024**.

7.2.8 Compliance with specification as outlined in clause 2.5 up to 2.13 above. **(Bidders to submit a confirmation letter that the company will comply with all PPSA requirements).**

### 7.3. PHASE 3: Functionality Evaluation

(Only Bidders scoring 70 points out of 100 points and above on Functionality will be eligible for Phase 4 evaluations = Pricing and specific goals)

Criteria	Weight 100/100	Sub-criteria
<p><b>Company experience</b> in providing security guarding services in government, chapter 9 institution or similar:</p> <p>Bidders must submit written and signed reference letters from previous and current clients where the security guarding services have been successfully provided. Reference letter/s should be in the letterheads of the client and should be signed by the person at management level. The reference letter must indicate the information below:</p> <ul style="list-style-type: none"> <li>• Duration of the contract</li> <li>• type of services provided &amp; the type of industry.</li> </ul> <p>NB: The reference letters must not be older than five</p>	<p><b>20/100</b></p>	<ul style="list-style-type: none"> <li>• 0 Years of experience = 0 Point</li> <li>• 1 – 2 Years of experience = 1 Point</li> <li>• 3– 5 Years of experience = 5 Points</li> <li>• 6– 10 Years of experience = 10 Points</li> <li>• 11 + Years of experience = 20 Points</li> </ul>

<p>(5) years Reference letters should not cover the same duration of the contract</p>		
<p>Proven track record on security guarding services projects.  Reference letter/s (complying with evaluation criteria no: 1)</p>	<p><b>20/100</b></p>	<ul style="list-style-type: none"> <li>• No relevant projects = 0 Point</li> <li>• 1 – 2 projects = 5 Points</li> <li>• 3– 5 projects = 10 Points</li> <li>• 6 + projects = 20 Points</li> </ul>
<p><b>Key Personnel (Site Supervisor/Manager), Qualifications and Experience in guarding services:</b>  Attached CV and Qualifications</p>	<p><b>20/100</b></p>	<ul style="list-style-type: none"> <li>• 0 years of experience = 0 Points</li> <li>• 1 - 2 years of experience = 5 Points</li> <li>• 3 – 5 years of experience = 10 Points</li> <li>• 6 – 10 years of experience = 15 Points</li> <li>• 10 + years of experience = 20 Points</li> </ul>
<p><b>Company capabilities</b> Bidders must have proven capability and capacity to deliver on this project which will be assessed based on the following requirements.</p> <ul style="list-style-type: none"> <li>• Proof that the bidder has fully functional 24-hour manned control (proof of ownership for premises or lease agreement)</li> <li>• Fully equipped operational offices (proof to be submitted to indicate where the service provider is operating from, the offices must be fully equipped with office equipment such as fax, telephone lines, emails to facilitate</li> </ul>	<ul style="list-style-type: none"> <li>• 20/100</li> </ul>	<ul style="list-style-type: none"> <li>• Bidder proposal comprehensively outlines all 6 requirements = 20 Points</li> <li>• Bidder proposal to some extent outline 5 requirements = 15 Points</li> <li>• Bidder proposal to some extent outline 4 requirements = 10 Points</li> <li>• Bidder proposal to some extent outline 3 requirements = 5 Points</li> <li>• Bidder proposal to some extent outline 1-2 requirements= 1 Points</li> <li>• Bidder proposal to outline 0 requirements = 0 Point</li> </ul>

<p>communication with the client).</p> <ul style="list-style-type: none"> <li>• Proof that the bidder has radio connection ( proof of ownership)</li> <li>• Proof that the service provider has 24h personnel response with vehicles (submit proof of vehicle registration/s)</li> <li>• Support and response time (bidder must be in a position to respond within 15 minutes from the time when the call is made by PPSA). (Bidder to submit a confirmation letter on the bidder's company letterhead)</li> <li>• Proof that the bidder's will be able to provide seamless/uninterrupt ed service to PPSA (this must be outlined in contingency plan, resolution and methodology). This must include training plan.</li> </ul>		
<p><b>FUNCTIONALITY B (Sub-weight 20/100)</b></p>		
<p><b><i>Due Diligence</i></b></p>		
<p>Site inspection will be conducted on all bidders that scored 60 points and above out of 80 points. The evaluation team will visit the nearest site of the bidder to assess and confirm the information as outlined below. The qualified bidder will then be scored based on verification / assessment done during the due diligence. Only bidders that have scored 70 points out of 100 points combination of Functionality A and Functionality B will be further evaluated for phase 4 evaluations Pricing and specific goals.</p>		
<p>(1) Fully equipped operational offices (proof to be submitted to indicate where the</p>	<p><b>20/100</b></p>	<ul style="list-style-type: none"> <li>• If the bidder's site complies with all four (4) requirements = <b>20 points</b></li> <li>• If the bidder's site complies with at</li> </ul>

<p>service provider is operating from, the offices must be fully equipped with office equipment such as fax, telephone lines, emails to facilitate communication with the client</p> <p>(2) Proof that the bidder has radio connection (ICASA Certificate)</p> <p>(3) Proof that the service provider has 24h personnel response with vehicles (submit proof of vehicle registration/s)</p> <p>(4) Support and response time (bidder must be able to respond within 15 minutes from the time when the call is made by PPSA). (Proof of patrol cars)</p>		<p>least three (3) of the requirements = <b>15 points</b></p> <ul style="list-style-type: none"> <li>• If the bidder's site complies with at least two (2) of the requirements = <b>10 points</b></li> <li>• If the bidder's client site complies with one (1) of the requirements = <b>5 points</b></li> <li>• If the bidder's client site does not comply with none (0) of the requirements = <b>0 points</b></li> </ul>
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#### 7.4. PHASE 4: Pricing and Specific goals (80/20)

Only Bidders scoring 70 points and more on Functionality evaluation will be evaluated for Pricing and specific goals

- 7.4.1. The points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.
- 7.4.2. The contract will be awarded to the tenderer scoring the highest points.
- 7.4.3. If two or more tenders score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for specific goals, and if two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## **PART B: ADDITIONAL REQUIREMENTS AND CONDITIONS OF BID**

### **8. Company profile**

- 8.1 Bidders must furnish the following information clearly indicated per annexure regarding their company as part of the bid. Where not applicable, it must clearly be indicated as such:
  - 8.1.1 Personnel complement, divided into -
    - 8.1.1.1 Management personnel.
    - 8.1.1.2 Supervisors; and
    - 8.1.1.3 Workers. Full time: ..... Part time: .....
  - 8.1.2 Composition in terms of shareholding
  - 8.1.3 Address of Head Office.
  - 8.1.4 Addresses of regional offices/branches
  - 8.1.5 Bidders to indicate date from when the company commenced its operations.
  - 8.1.6 Bidders to provide the details of completed contracts for the provision of security services including the signed reference letters / contracts which were successfully completed within the past five (5) years, e.g., names of clients, contract period and value, and the names and telephone numbers of the persons with who contact can be made for reference purposes.
  - 8.1.7 Bidders to indicate their company financial position i.e., annual turnover.
  - 8.1.8 Bidders to submit the names, postal address and telephone number(s) of banker(s) and the name of the contact person where financial enquiries may be answered.
  - 8.1.9 Bidders to submit the name, address and telephone number of auditor(s) and the name of the contact person where financial enquiries may be answered.
  - 8.1.10 Bidders to indicate the name, identity numbers and street addresses of all partners must be indicated where persons, who are a partnership or a company / Joint Ventures / Consortium comprising a partnership, tender.

## **9. Special Conditions**

- 9.1 The PPSA reserves the right to disqualify any bidder which does not comply with any one or more of the required information as indicated below:
  - 9.1.1 If the bidder/s submit their bids without all the data and information requested.
  - 9.1.2 Proposal that did not submit mandatory documents stipulated in the RFP document.
  - 9.1.3 Proposal that fails to comply with the specification.
  - 9.1.4 Proposal that contains any information that is found to be incorrect or misleading in anyway or Bidders who submit information that is fraudulent, factually untrue, or inaccurate information.
  - 9.1.5 Bidders who submit incomplete information and documentation according to the requirements of this RFP document.
  - 9.1.6 Bidders who receive information not available to other potential bidders through fraudulent means.
  - 9.1.7 Bidders must take into consideration that it is the responsibility and accountability for the provision of the cleaning services will remain with the successful Bidder/s.

## **10. PPSA reserve the rights:**

- 10.1 Not to award or cancel this bid at any time.
- 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 award in part or in full.
- 10.4 To award this bid to one or more bidders.
- 10.5 To negotiate prices of items that are contracted, and should these items be available at a competitive price than the contracted price, PPSA will request the current bidder to reduce their price to be inline failing which; these will be purchase out of contract.
- 10.6 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 have been notified of their status as such.
- 10.7 To carry out explanatory meetings to verify the nature and quality of the services bided for, whether before or after adjudication of the bid at bidder's corporate offices and / or at client sites if so required.

- 10.8 To award the contract to a Bidder whose bid was not the lowest in price.
- 10.9 To award the bid to a Bidder who is not the highest scoring Bidder.
- 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 The PPSA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the PPSA have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the PPSA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- 10.12 The PPSA reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the PPSA.
- 10.13 The PPSA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response.
- 10.14 The bidder hereby gives consent to the PPSA to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members
- 10.15 No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract.
- 10.16 Any enquiries must be referred, in writing, to the specified persons.

## **11. Undertakings by the Bidder**

- 11.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the PPSA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 11.12 The bidder shall prepare for a possible presentation should PPSA require such and the bidder shall be notified before the actual presentation date. Such presentation may include a practical demonstration of services as called for in this RFP.
- 11.13 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the PPSA during the bid validity period indicated in the RFP and

calculated from the bid closing hour and date such offer and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.

- 11.14 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 11.15 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with PPSA, as the principal(s) liable for the due fulfilment of such contract.
- 11.16 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become PPSA property unless otherwise stated by the bidder/s at the time of submission.

## **12. Previous experience**

- 12.1 Bidders must submit written and signed reference letter/s from current or previous client/s where the security services were successfully provided. Provide signed reference letters that indicates the following:
  - 12.1.1 Value of the project,
  - 12.1.2 Contract period and
  - 12.1.3 The industry/sector where the contract was carried out.
  - 12.1.4 The size of the building where the services were provided.
- 12.2 Due diligence may be conducted to verify all information that has been provided on the shortlisted bidders.

## **13. Contract requirements**

### **13.1 Contract period**

The start date of the project implementation will be confirmed with the successful bidder upon contract negotiations. The initiative is based on deliverables. The supply of the security services period is three (3) years subject to annual review of service provider's performance.

### **13.2 General terms and conditions of contract**

Bidders must initial each page of the attached General Terms and Conditions of the contract.

### **14. Price basis**

14.1 Bidders shall consider that PPSA's total requirements will be allocated to one bidder.

14.2 Bidders shall quote prices in South African Rand and Value Added Tax shall be included.

14.2.1 For PPSA to be able to facilitate the evaluation of bids and the administration of the contract it is required that bidders must provide pricing **including escalation for a period of three (3) years must only include overheads costs and exclude salaries due to sectorial determination.**

14.3 Bidders shall quote on the basis indicated in the Pricing Schedule.

14.4 Prices tendered for must be inclusive of all required deliverables as per specification.

14.5 PPSA requires an all-inclusive and fully transparent cost structure.

14.6 Where figures are referred to in numerals and in words and there is a conflict between the two, the words will prevail.

14.7 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the duration of the contract.

14.8 Bidders must warrant to PPSA and indicate that the pricing quoted is free of any errors or omissions and that the Bidder is able to deliver the contract on the prices quoted.

### **15. Payment terms**

15.1 The standard 30-day payment period will apply on the payment of all invoices from receipt of valid invoice.

### **16. Tax clearance certificate**

16.1 Government is committed to reducing supply chain related fraud and ensuring that persons conducting business with the State are not afforded any scope to abuse the supply chain management system.

16.2 It is therefore essential to ensure that persons conducting business with the State are tax compliant when participating in tenders or other bidding processes. On 18 April 2016, the South African Revenue Service (SARS) introduced an enhanced TCS system aimed at

improving compliance and making it easier for taxpayers to manage their tax affairs.

### 16.3 Implementation of the tax compliance status system

16.3.1 In order to comply with the new TCS system and the condition of bids that a successful bidder's tax matters must be in order, Accounting Officers and accounting authorities of all PFMA complaint institutions must:

16.3.1.1 Designated officials, preferably from Supply Chain Management Unit, whose function will be to verify the tax compliance status of a bidder on the South African Revenue Services' Tax compliance status system housed on eFiling.

16.3.1.2 Utilise the SBD1 issued by National Treasury when inviting bids,

16.3.1.3 As a bid condition, accounting officer or accounting authorities must request bidders to register on Government's Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the institution to verify the supplier's tax status on the Central Supplier Database.

16.4 The CSD and tax compliance status PIN are the approved methods to be used to prove tax compliance as the South African Revenue Services (SARS) no longer issues Tax Clearance Certificates but has made provision online, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

16.5 Accounting Officers are therefore required to accept printed, or copies of Tax Clearance Certificates submitted by bidders and verify their authenticity on e-Filing. The verification result will be filed for audit purposes.

16.6 Where a bidder does not submit a tax compliance status PIN but provides a Central Supplier Database (CSD) number, the accounting officer and accounting authority must utilise the CSD number via its website [www.csd.gov.za](http://www.csd.gov.za) to access the supplier records and to verify the bidder's tax compliance status. A printed screen view at the time of verification should then be attached to the supplier's records for audit purposes.

## 17. Counter Conditions

17.1 Bidder's attention is drawn to the fact that amendments to any of this condition of bid by bidders may result in the invalidation of the bids.

## 18. Fronting

18.1 The PPSA support the Broad Black Based Economic Empowerment and recognises that the real

empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Based on the above (PPSA) condemns any form of fronting.

- 18.2 The PPSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry /investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years. The matter may be reported to the National Prosecuting Authority (NPA) for criminal investigation and charges in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

## **19. Promotion of Emerging Black owned bidders**

- 19.1 It is the PPSA's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

## **20. Supplier Performance Management**

- 20.1. Supplier Performance Management is viewed by the PPSA as a critical component in ensuring value for money acquisition and good supplier relations between the PPSA and all its suppliers.
- 20.2. The successful bidder shall upon receipt of written notification of an award, be required to

conclude a Service Level Agreement (SLA) with the PPSA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value-add to PPSA's business.

- 20.3. Successful bidders will be required to comply with the above-mentioned conditions, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of these conditions.

## **21. Supplier Development**

21.1. The PPSA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or designated group which are at least 51% owned by:

21.1.1 black people

21.1.2 black people who are youth

21.1.3 black people who are women

21.1.4 black people that formed a cooperative (primary, secondary or tertiary cooperative) or

21.1.5 black people living in rural areas or underdeveloped area or township.

## **22. Screening**

22.1 Acceptance of this bid may be subject to the condition that the successful bidder must be cleared by the appropriate authorities to render the service within the organ of the state.

## **23. PPSA requires bidder(s) to declare**

In the Bidder's Technical response, Bidder(s) are required to declare the following:

23.1 Confirm that the bidder(s) is to: –

23.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of PPSA;

23.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

23.1.3 Act with circumspection and treat PPSA fairly in a situation of conflicting interests;

23.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;

23.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;

- 23.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- 23.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and
- 23.1.8 To ensure that any information acquired by the bidder(s) from PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **24. Conflict of interest, corruption and fraud**

- 24.1 PPSA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of PPSA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
  - 24.1.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
  - 24.1.2 Seeks any assistance, other than assistance officially provided by PPSA, from any employee, advisor or other representative of PPSA in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
  - 24.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PPSA's officers, directors, employees, advisors or other representatives;
  - 24.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any PPSA's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
  - 24.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to PPSA;
  - 24.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to PPSA;
  - 24.1.7 Has in the past engaged in any matter referred to above; or

24.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **25. Misrepresentation**

25.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that PPSA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

25.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by PPSA against the bidder notwithstanding the conclusion of the Service Level Agreement between PPSA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **26. Preparation costs**

26.1 The Bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing PPSA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **27. Indemnity**

27.1 If a bidder breaches the conditions of this bid and, as a result of that breach, PPSA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds PPSA harmless from any and all such costs which PPSA may incur and for any damages or losses PPSA may suffer.

## **28. Precedence**

28.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## **29. Limitation of liability**

29.1 A bidder participates in this bid process entirely at its own risk and cost. PPSA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder's participation in this Bid process.

## **30. Tender defaulters and restricted suppliers**

30.1 No tender 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. PPSA 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 listed as defaulted with National Treasury by another government institution.

## **31. Governing Law**

31.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

## **32. Responsibility for sub-contractors and bidder's personnel**

32.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that PPSA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and PPSA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **33. Confidentiality**

33.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with PPSA's examination and evaluation of a Tender.

- 33.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by PPSA remain proprietary to PPSA and must be promptly returned to PPSA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 33.3 Throughout this bid process and thereafter, bidder(s) must secure PPSA's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

### 34. Proposal documents

- 34.1 No bids submitted by Facsimile, telegram, email will be considered. It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and Time. Giving the bid to a courier prior to the Closing Date without actual receipt by PPSA before the Closing Date and Time will not excuse the late delivery of a bid.
- 34.2 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. **The PPSA will not be held responsible for any delays where bid documents are handed to the PPSA Receptionist; switchboard operator or security personnel.**
- 34.3. Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the PPSA's policy not to consider late bids for tender evaluation.**
- 34.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.
- 34.4.1 Proposals must be compiled in the following manner:
- 34.4.1.1** One (1) original proposal (marked 'original') must be submitted and should not be retyped and one electronic copy (on USB)
- 34.4.1.2 All Annexures, company profiles, CV's, etc., shall form part of the '**ORIGINAL**' as well as the '**COPY**' proposals.
- 34.4.1.3 All proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal be placed in the bid box at the Main Reception area at, 175

Lunnon Street, Hillcrest Office Park, Hillcrest, Pretoria:

- 34.4.2 Name of bidder;
  - 34.4.3 Description of proposal;
  - 34.4.4 Bid / tender number;
  - 34.4.5 Closing date and time;
  - 34.4.6 The name and address of the Bidder must be written on the front or back side of the proposal/envelope.
- 34.5 Bids submitted by bidders which are, or are comprised companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 34.6 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by PPSA in regard to anything arising from the fact that pages of a bid are missing or duplicated.

**35. Consultation prior to submission of the bid documents**

- 35.1 Bidders shall consult, **in writing**, with the PPSA’s officials indicated below 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. PPSA 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
Tiyani Thuketane Kabelo Lekalakala	Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria	Tel: 012 366 7008 / 7032 Email: <a href="mailto:TiyaniT@pprotect.org">TiyaniT@pprotect.org</a> Email: <a href="mailto:Kabelol@pprotect.org">Kabelol@pprotect.org</a>

**36. Clarifications and communication**

- 36.1 Bidders are encouraged to submit clarification questions in writing to Public Protector South Africa (PPSA) officials mentioned above **two (2) days** before the closing date and time @ **11H00**. No further questions will be answered after this period.
- 36.2 The PPSA may respond to any enquiry in its absolute discretion and the bidder acknowledges

that it will have no claim against the PPSA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

- 36.2.1 Oral communication or instruction by PPSA or its representative shall have no standing in this bid unless and until they have been confirmed in writing.
- 36.3 PPSA accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.
- 36.4 Whilst all due care has been taken in connection with the preparation of this bid, PPSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. PPSA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 36.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PPSA (other than minor clerical matters), the Bidder(s) must promptly notify PPSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford PPSA an opportunity to consider what corrective action is necessary (if any).
- 36.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PPSA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 36.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

### 37. BIDDER DECLARATION

The bidder hereby declares the following:

We confirm that \_\_\_\_\_ (Bidder's Name)  
will:

- a. Provide security guarding services to Public Protector South Africa (PPSA) for Pretoria Head Office and Mafikeng Provincial Office for a period of three (3) years.
- b. Act honestly, fairly, and with due skill, care and diligence, in the interests of the PPSA;
- c. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- d. Act with circumspection and treat PPSA fairly in a situation of conflicting interests;
- e. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- f. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;
- g. Avoid fraudulent and misleading advertising, canvassing and marketing;
- h. Conduct business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and
- i. Ensure that any information acquired by the bidder(s) from PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Signatory: \_\_\_\_\_ Designation \_\_\_\_\_

FOR AND ON BEHALF OF

\_\_\_\_\_

**CONTENTS OF THIS DOCUMENT IS NOTED: .....**

**SERVICE PROVIDERS INITIALS / SIGNATURE Important: Failure to complete/sign/initial this document in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!! The use of any correction fluid, tape or similar products may invalidate your tender submission!**

**To assist bidders to check that all required documents are included in the file.**

ID	RETURNABLE DOCUMENTS	YES
1.	Invitation to bid (SBD1)	
2.	Bidders' disclosure (SBD 4)	
3.	Preference Points claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)	
4.	Terms of reference	
5.	Detailed Pricing Schedule	
6.	General Conditions of Contract	
7.	CSD report	
8.	Submit proof for specific goals claim	
9.	Bidders' proposal	
<b>11.</b>	<b>Mandatory documents</b>	
11.1	<p>The bidder must be registered with PSIRA.</p> <ul style="list-style-type: none"> <li>The bidder must submit a valid PSIRA certificate i.e., the "New Certificate" in line with industry circular issued by PSIRA on 10 March 2015. And this must be updated annually as per the contract.</li> </ul> <p>Note: The certificate must be in the bidder's name, where the service is sourced through Joint Venture; the bidder must also attach the PSIRA certificate of both the JV partners.</p>	
11.2	The bidder (company) must be registered with the Private Security Industrial Regulatory Authority (PSIRA). Bidders must provide a letter of good standing together with their PSIRA membership certificate, and Directors Private Security Industry Regulatory Authority (PSIRA) registration certificate(s). Such registration must be valid during the period of the contract.	
11.3	A copy of Liability Insurance Cover or Letter of intent from the company and the amount available per claim.	
11.4	The bidder must confirm that, for the duration of the contract, all employees assigned to this project will be registered with the Unemployment Insurance Fund. Additionally, the bidder must commit on the company letterhead registering these employees with a Provident Fund and ensuring all contributions are made as required by applicable labor laws and industry regulations.	
11.5	Submit A valid Letter of good standing from the office of the Compensation Fund and a copy of the Compensation for Occupational Injuries and Diseases Act (COIDA) registration certificate.	

11.6	Valid proof that the bidder is registered with the National Bargaining Council for the Private Security Sector (NBCPSS). Attach Confirmation letter of good standing)	
11.7	Bidder must comply with the main collective agreement (MCA) provisions in line with Government Gazette No. 50065 / NO R. 4302 effective 2 February 2024.	
11.8	Compliance with specification as outlined in clause 2.5 up to 2.13 above. (Bidders to submit a confirmation letter that the company will comply with all PPSA requirements).	

