



**ANNEXURE 1: BID SPECIFICATION: RFB 2806/2023: PROVISION OF 24 HOURS  
PHYSICAL SECURITY SERVICES TO THE SITA MIDDELBURG OFFICE” FOR A PERIOD  
OF FIFTEEN (15) MONTHS**

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## 1. Introduction

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “Provision of 24 hours physical security services to the SITA Middelburg office” for a period of fifteen (15) months”.

## 2. Background

Provision of physical security guarding services is required to ensure SITA Middelburg office and switching center is safe and secured.

## 3. Scope of Bid

### 3.1 Scope of Work

No	Product/Service Description	Quantities
	<b>SITA Middelburg Office</b>	
1.	Grade "C" Security Officers Day shift from Monday to Friday, Weekends and Public Holidays,	2
2.	Grade "C" Security Officers night shift on Monday to Friday, Weekends and Public Holidays	2
3.	<b>TOTAL NUMBER OF SECURITY OFFICERS</b>	<b>4</b>
	<b>i. 50% Males and 50% Female security officers)</b> <b>ii. The security officers/Supervisor must be including relievers as per Sectoral Determination of Private Security Services</b>	

### 3.2 Delivery address

The services must be supplied or provided at the following physical address (es):

No	Physical Address
1	SITA Office 133 Cowen Ntuli Drive, Middelburg 0150

## 4. Requirements

**The duties attached to the Security Officers will be as follows:**

- Manage all incidents that may require the intervention of other law enforcement agencies until the arrival of the proper authorities.
- Man the fire command centre, security command centre, security/reception counters, loading/unloading bays, car parks and other stipulated locations.
- Conduct indoor and outdoor security patrols on an hourly basis.

- d) Prevent unauthorised entry, trespass, intrusion and acts of vandalism.
- e) Prevent abuse of facilities at the SITA Middelburg offices by employees (including visitors).
- f) Implement crowd management procedures as and when the need arises.
- g) Ensure doors are securely locked at all times.
- h) Lock and unlock doors within the SITA Middelburg premises at certain times of the day as stipulated and/or directed by the responsible manager from time to time.
- i) Provide security guarding services after office hours during addition and alteration works in the SITA Middelburg offices.
- j) Ensure that all employees, suppliers and visitors register at the designated security/reception counters and issue visitor cards.
- k) Keep track and ensure that all visitor cards are accounted for at the end of each shift. Should there be any visitor cards that are not returned at the end of each working day, the Security Supervisor shall contact the visitor to return the visitor's card to SITA Middelburg office and report the case to the responsible manager from SITA on the next working day (if applicable)
- l) Conduct audit check on security passes to ensure only authorized occupants (staff, tenants, suppliers, etc.) gain access into the offices.
- m) Detect any irregularities or abnormalities e.g. water seepage, flooding, sparks from light switches, oil leakage, etc. and report such incident(s) immediately to the designated representative or responsible SITA delegated authority,
- n) Detect and remove any person(s) found loitering at the SITA Middelburg offices without a valid purpose, or conducting activities of a suspicious/unusual nature.
- o) Detect and remove unauthorised vendors of food, drinks or other merchandise from SITA Middelburg offices.
- p) Detect, apprehend and detain until the arrival of the South African Police Services (SAPS), intruders and/or other persons who have been or are a potential hazard or risk to property at the SITA Middelburg offices.
- q) Expel or lock out any unruly and or undesirable elements e.g. drunkards, vagrants, etc. from the SITA Middelburg office.
- r) Manage/monitor security/fire protection systems such as access control system, CCTVs, door monitoring devices, fire alarm systems, intrusion detection systems, etc. and react/respond immediately to activations in accordance with established procedures until the arrival of the relevant authorities.
- s) Form part of the SITA Middelburg offices fire-fighting and first-aid team, as required by Occupational Health and Safety Act of 1993.
- t) Respond to any out-breaks of fire and act as an Emergency Response and Evacuation Team (ERT) prior to the arrival of the Fire Brigade.
- u) Provide basic first aid to injured persons in the event of any fire incident or accidents within the premises if qualified to do so.
- v) Manage and safe keeping of keys to SITA Middelburg office, security areas, doors, etc. and ensure only authorised employees in line with procedures are drawing keys for

official purposes. Should there be any loss of keys during the term of the agreement, the Security Service provider shall be liable to bear all costs to have the missing keys to be duplicated or to be replaced.

- w) Manage 'Lost and Found' properties or assets in accordance with established procedures.
- x) Provide and maintain proper and legible records of events, activities or occurrences in the following books/forms and not limited to:
  - i) Occurrence Book
  - ii) Key Register Book
  - iii) Attendance Book
  - iv) Deployment and Duty Roster Forms
  - v) Visitor Registration Books
  - vi) Work Info Notification File
  - vii) Lost & Found Record File
  - viii) Incident reporting form
- y) Operate and/or monitor the CCTV system, access control system and visitor management system at all times.
- z) Support and participate in training to manage safety/security incidents at SITA Middelburg offices.
- aa) Remove all potential fire hazards such as disused items, unauthorized structures, etc. and ensure that all fire exits, escape routes and doors are free from any obstruction, or alert the relevant authorities or designated representatives of such occurrences.
- bb) Assist SITA Middelburg offices in conducting the monthly fire alarm testing and annual fire drill exercises.
- cc) Report to the relevant authorities or designated representatives of people who do not smoke in the designated smoking areas.
- dd) Ensure all facilities are locked down by the stipulated times.
- ee) Allow access for authorized users of the auditorium and training rooms and ensure that all doors and windows of training rooms and auditorium are closed and all equipment are switched off after use.
- ff) Check, switch off and/or alert the company of any lights, air-conditioners and/or electrical appliances in the site that are not in use.
- gg) Conduct guard patrols as and when instructed (or according to the approved guard tour proposed by the bidder) for the whole SITA Middelburg offices.
- hh) The following is a synopsis of KPIs or primary duties of the security service provider at SITA Middelburg office:
  - a) Provide 24-hours security service seven days a week and on public holidays.
  - b) Monitor CCTV cameras, fire- and access control systems and alarms.
  - c) Control and monitor access of staff and visitors to the SITA building.
  - d) Control Visitor Registers by ensuring all visitors' completion and sign-off.
  - e) Control Key Cabinet and Register for the issue of room keys and/or spare keys to staff.

- f) Control, check and monitor all goods entering/leaving the building.
- g) Search all staff and visitors upon entering/leaving the building.
- h) Answer switchboard at Reception when requested/as required.
- i) Take part in coordination of mandatory/impromptu fire drill exercises.
- j) Perform internal building patrols on an hourly basis.
- ii) Site Manager/Supervisor is required to inspect staff and regularly follow up on issues requiring further attention. Evidence of such visits should be recorded in the occurrence books available at each site.

## 5. Bid Evaluation Stages

The bid evaluation process consists of four stages, according to the nature of the bid. A bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. The stages are:

**Table 1: Bid Evaluation Stages**

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative responsiveness	YES
Stage 2	Technical Mandatory responsiveness	YES
Stage 3	Special Conditions of Contract verification	YES
Stage 4	Cost / Preference points	YES

### 5.1 Administrative responsiveness (Stage 1)

#### 5.1.1 Attendance of briefing session

A non-compulsory virtual briefing session will be held on **04 October 2023 from 10am-12pm.**  
**Teams link:** [Click here to join the meeting](#)

- (a) The bidder must sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder's response document.

#### 5.1.2 Registered Supplier

- (a) Only responses from bidders who are registered as a Supplier on National Treasury's Central Supplier Database (CSD) in terms of National Treasury's Instruction Note 4A of 2016/17 will be considered for award on this RFB.
- (b) In the case of joint ventures or consortiums the bidder must demonstrate that at least one of the parties to the bid response attended the briefing session.

## 5.2 Technical returnable documents

### 5.2.1 Instruction and evaluation criteria

- (a) The bidder must comply with ALL the requirements as per the Technical Mandatory Requirements below by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (b) The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response.
- (c) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid response to proceed to the next stage of the evaluation.

### 5.2.2 Technical mandatory requirements (Stage 2)

**Table 2: Technical Mandatory Requirements**

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<b>1. BIDDER CERTIFICATION/ AFFILIATION REQUIREMENTS</b>		
a. The bidder’s company must be registered with Physical Security Industry Regulatory Authority (PSIRA).	Attach to ANNEX A a certified copy of valid membership certificate or, license) indicating the company’s registration with PSIRA.  <b>Note:</b> SITA reserves the right to verify the information provided.	<provide unique reference to locate substantiating evidence in the bid response – see <b>Annex A, par 6.1&gt;</b>
b. The company director(s) must be registered with Physical Security Industry Regulatory Authority (PSIRA).	Attach to ANNEX A a certified copy of registration for each director indicating the director’s registration with PSIRA.  <b>Note:</b> SITA reserves the right to verify the information provided.	<provide unique reference to locate substantiating evidence in the bid response – see <b>Annex A, par 6.1&gt;</b>
c. The bidder must provide a letter of good standing from	A copy of valid letter of good standing from Department of	<provide unique reference to locate substantiating evidence

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
Department of Labour or an accredited institution.	Labour or an accredited institution.	in the bid response – see <b>Annex A, par 6.1&gt;</b>
<b>2. LEGISLATIVE REQUIREMENTS</b>		
Bidders must comply with Sectoral Determination 6 in the pricing Schedule. The wages and the quotation provided should NOT be less than the minimum wage rate as prescribed by the Department of Labour Sectoral Determination 6: Security Services, South Africa.	Attach to Annex A a proof /copy of the Prescribed Sectoral Determination 6 Security Services South Africa as evidence of financial compliance of the bid.  Note: SITA reserves the right to verify the information provided	<provide unique reference to locate substantiating evidence in the bid response – see <b>Annex A, par 6.2&gt;</b>
<b>3. BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS</b>		
The bidder must have provided Physical Security services to at least one (1) customer in the last 5 years.	The Bidder must provide in <b>Annex A</b> reference details from at least one (1) customer to whom the Physical Security service was rendered in the last five (5) years.  <b>Note 1:</b> SITA reserves the right to verify the information provided.  <b>Note 2:</b> Failure to complete Table 5 fully as indicated	<provide unique reference to locate substantiating evidence in the bid response – see <b>Annex A, par 6.3&gt;</b>



Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
	<p>above will result in disqualification.</p> <p><u>Note 3</u>: No letters are required to be submitted.</p>	

### 5.3 Special Conditions of Contract Verification (Stage 3)

- (a) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
- (b) SITA reserves the right to:
  - (i) Negotiate the conditions; or
  - (ii) Automatically disqualify a bidder for not accepting these conditions; or
  - (iii) Award to multiple bidders
- (c) In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 5.3. (b) above.

#### 5.3.1 Special Conditions of Contract

##### 1. Contracting Conditions

- (a) **Formal Contract** - The supplier must enter into a formal written contract (agreement) with SITA.
- (b) **Right to Audit** - SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.
- (c) The service aids are to be carried on the person/guard at all times during guard duty, such as: Hand cuffs, whistle, pocket book and pen, two-way radio
- (d) The bidder must provide a brochure showing all the service aids as listed.
- (e) Availability of sufficient staff to prevent short postings and late comings to be provided by the company.
- (f) The Security Officers must be able to communicate, read and write in English.
- (g) Security Officers are prohibited from reading documents or records in offices or unnecessary handling thereof.

- (h) No information concerning SITA activities may be furnished to the public or news media by the company and his employees.

## 2. Delivery Address

The supplier must deliver the required products or services at as indicated in Section 2.2,  
**Delivery Address: 133 Cowen Drive, Middelburg, 0150.**

## 3. Services and Performance Metrics

- (a) The bidder is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):
- (a) The Supplier is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):
- (b) Availability of sufficient transport to prevent short postings and late comings to be provided by the company
- (c) Only South African security officers will be accepted for this bid.

SBS	Service Element	Service Grade	Service Level
1.	Physical Security Services	Grade C	24/7/365

## 4. Supplier Performance Reporting

- a) The Supplier will report on a weekly basis to SITA Delegated Authority
- b) Monthly written reports are to be presented to the SITA Delegated Authority for the duration of the fifteen (15) months contract.
- c) Monthly and adhoc meetings to be scheduled between SITA and service provider and from both sided.

## 5. Certification, Expertise and Qualification

- (a) The bidder certifies that:
  - (i) it has the necessary expertise, skill, qualifications (Matric or Grade 12 equivalent of above) and ability to undertake the work required in terms of the Statement of Work or Service Definition
  - (ii) it is committed to provide the Services; and
  - (iii) perform all obligations detailed herein without any interruption to SITA
  - (iv) it has been certified for the Services required.
- (b) The bidder must...
  - (i) Provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in a well-managed operations performing similar service;

- (ii) Perform the Services in the most cost-effective manner; consistent with the level of quality and performance as defined in Statement of Work or Service Definition.

## **6. Logistical Conditions**

### **(a) Hours of Work**

- (i) Day shift from 06:00 to 18:00, and night shift from 18:00 to 06:00 as well as during day shifts on Saturdays, Sundays, public holidays and the SITA annual closure each year.
- (ii) All mission critical sites will be managed on a 24/7/365 basis

### **(b) Tools of Trade**

The bidder is expected to provide the following and not limited to:

- i) Pepper sprays
- ii) Handcuffs
- iii) Whistle
- iv) Pocket book and pen
- v) Torches
- vi) Two-way radios, during interior and exterior perimeter patrols
- vii) OB (Occurrence Book)
- viii) Own resources (cell phone, laptops etc) to communicate with its own offices or outside of the SITA/Client buildings, including all tools and equipment to render the services effectively.

### **(c) On-site and Remote Support**

The Physical Security service for the SITA Mpumalanga Middelburg Office is required to be on a 24 hour per day and seven days per week basis, including Public Holidays and SITA Annual Company Closure.

### **(d) Support and Help Desk**

A Site Inspection must be performed at a minimum of two (2) random site inspection during the day and night shift.

## **7. Regulatory, Quality and Standards**

- (a) The bidder must for the duration of the contract ensure compliance with ISO9001.
- (b) The bidder must for the duration of the contract ensure compliance with PSIRA requirements.
- (c) The bidder must for the duration of the contract ensure compliance Protection of Personal Information Act (POPIA) and Promotion of Access to Information Act (PAIA)

## **8. Personnel Security Clearance**

- a) Company security screening: The supplier may be required to undergo a company security screening conducted by the State Security Agency (SSA). Should the SSA find the supplier not suitable after the conduct of the security screening, the business relationship will be terminated. The following documentation will be required for the company security screening process to be conducted:
  - (i) Copy of company registration documentation;
  - (ii) Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);
  - (iii) Copy of valid tax clearance certificate.
- b) Security suitability check for individuals: SITA may, at its own discretion and in line with its policies and procedures, require employees of the supplier to be subjected to a security suitability check before commencement of a project or delivering of a service. The security suitability check is conducted by SITA in order to ensure that individuals meet the minimum-security requirements and also to verify personal information. The supplier will be required to replace any employee(s) who is found to be not suitable after the conduct of the security screening. The following documentation will be required for the security suitability check:
  - (i) Copy of identity document;
  - (ii) Copy(ies) of qualification(s) if SITA requires verification thereof;
  - (iii) Fingerprints – will be taken electronically;
  - (iv) Signed consent form for the conduct of background checks.
- c) Security clearance: A security clearance, issued by either the SSA or Defence Intelligence (DI) is required if any employee of the supplier will have or may gain access to classified information throughout the duration of the project or in the process of delivering a service. The level of security clearance required – Confidential, Secret or Top Secret, will be determined at the sole discretion of SITA. The supplier will have to replace any employee who do not qualify for a security clearance or is found not suitable by the SSA or DI. The following documentation will be required for the security clearance process:
  - (i) Completed Z204 or DD1057 security clearance application form;
  - (ii) Fingerprints;
  - (iii) Personal documentation of the applicant, including but not limited to, identity document, passport, marriage certificate (if applicable), divorce order (if applicable), qualifications, salary advice and bank statements.

## **9. Confidentiality and non -disclosure conditions**

- (a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information

- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
- (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
  - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
  - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
  - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
  - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
  - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
  - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
  - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
  - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
- (c) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
- (d) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to

the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;

- (e) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

## **10. Guarantee and warranties**

- (a) The bidder confirms that:
  - (i) The warranty of services supplied under this contract remains valid for the duration of the contract
  - (ii) as at Commencement Date, it has the rights, title and interest in and Services to deliver such Services in terms of the Contract and that such rights are free from any encumbrances whatsoever;

## **11. Intellectual Property Rights**

- (a) SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this Contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:
  - (i) termination or expiration date of this Contract;
  - (ii) the date of completion of the Services; and
  - (iii) the date of rendering of the last of the Deliverables
- (b) If so required by SITA, the Supplier must certify in writing to SITA that it has either returned all SITA Intellectual Property to SITA or destroyed or deleted all other SITA Intellectual Property in its possession or under its control
- (c) SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services
- (e) Provide SITA with the compliant Occupational Health and Safety File (required on site for period of installation and proof of compliance).

## **12. General**

- (a) The supplier will be bound by Government Procurement: General Conditions of Contract.
- (b) (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
- (c) SITA reserves the right to:
  - (i) Negotiate the conditions, or
  - (ii) Automatically disqualify a bidder for not accepting these conditions, or
  - (iii) Before entering into a contract, conduct or commission an external service provider to audit or conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.
- (d) The parties in the agreement agree that the .....

## **13. Counter Conditions**

- (a) Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

## **14. Fronting**

- (a) The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that 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. Against this background the SITA will not condone any form of fronting.
- (b) The SITA, 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 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 (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.

## **15. Business Continuity and Disaster Recovery Plans**

- (a) The bidder confirms that they have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that the required services under this bid specification is in place and will be maintained continuously in the event of a disruption to the bidder's operations, regardless of the cause of the disruption.

## 16. Supplier Due Diligence

- (a) SITA reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced / non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

## 17. Preference Goal Requirements conditions

- (a) The Bidder's commitment for the Preference Goal Requirements in this tender will be legally binding and the Bidder needs to perform against their commitment for the duration of the contract which will form part of the Contractual Agreement.
- (b) The Bidder must sustain, or improve the company's BBBEE Level for the duration of the contract which will form part of the Contractual Agreement.
- (c) Performance of Preference Goal Requirements will be determined annually. Bidders must submit their Preference status report indicating progress against the Bidder's Preferential commitments within 30 days of the yearly anniversary of the contract.
- (d) Bidders need to keep auditable substantive records / evidence and upon request by SITA/Department must be made available for audit and, or due diligence purposes.
- (e) SITA reserves the right to require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
- (f) SITA reserves the right to verify information / evidence provided by the Bidder.
- (g) SITA/Department reserves the right to introduce a **penalty of 1%** of the overall annual year spent by SITA/Department for the prior year if the Bidder fails to comply to **paragraphs (a), (b) and (c) above.**

## 18. Declaration of compliance and acceptance SCC

I (we), the bidder hereby declare that I (we) accept ALL the Special Conditions of Contract as specified in par 5.3.1 above and shall comply with all stated obligations:

Name of Bidder: \_\_\_\_\_ Signature: \_\_\_\_\_

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

## 5.4 Cost and Preference Points Evaluation (Stage 4)

### 5.4.1 Costing and Preference Evaluation

- (1) In terms of the SITA Preferential Procurement Policy (PPP), the following preference point system is applicable to all Bids:



- (a) the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
  - (b) the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) The Applicable Preference Point system for this tender is the **80/20** preference point system.
- (3) Points for this tender shall be awarded for:
- (a) Price; and
  - (b) Preference points for specific goals.
- (4) The maximum points for this tender will be allocated as follows, subject to par.2.

**Table: Points allocation**

Description	Points
Price	<b>80</b>
Preference points for specific goals	<b>20</b>
Total points for Price and preference points for specific goals	100

#### 5.4.2 Costing and Preference Conditions

1. **South African Pricing**  
The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
2. **Total Price**
  - 2.1 Bidder will be bound by the following general costing and pricing conditions and SITA reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions:
    - (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
    - (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
    - (c) All additional costs must be clearly specified.
    - (d) SITA reserves the right to: negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.
  - 2.2 These conditions will form part of the Contract between SITA and the bidder. However, SITA reserves the right to include or waive the condition in the Contract.
  - 2.3 The bidder must complete the declaration of acceptance as per **section 5.4** below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.

## 5.5 Declaration of Acceptance

	ACCEPT ALL	DO NOT ACCEPT ALL
<ol style="list-style-type: none"> <li>1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in <b>par 5.4.2</b> above by indicating with an "X" in the "ACCEPT ALL" column, or</li> <li>2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in <b>par 5.4.2</b> above by - <ol style="list-style-type: none"> <li>(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;</li> <li>(b) Provide reason and proposal for each of the condition not accepted.</li> </ol> </li> </ol>		
<b>Comments by bidder:</b> Provide the condition reference, the reasons for not accepting the condition.		

## 5.6 Preference Requirements

### 3.6.1. Instruction and Point Allocation

- (1) **The bidder must complete in full all the PREFERENCE requirements.**
- (2) **Allocation of points per requirements:** The point's allocation of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
- (3) Points will be allocated for each **PREFERENCE requirement** as per the criteria set in each section in the **table 3** below.
- (4) **The bidder must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as "NOT COMPLY". The evidence needs to be attached to **ANNEX A**.
- (5) **Preference Goal Requirements:**

- (a) The applicable Preference Point system for this tender and points claimed is **80/20**.
- (b) The specific Preferential Goal Requirements for this tender is indicated in **table 3** below.
- (c) The Bidder **must** complete 80/20 **preference point system** and submit proof or documentation required in terms of this tender.
- (d) The Bidder **must indicate their commitment** to claim points for each of the preference points by signing at par 4.5 in the Invitation to Bid document.
- (e) Failure on the part of a bidder to submit proof or documentation required or to comply to paragraph (d) above in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
- (f) The Bidder's **commitment** for the **Preference Goal Requirements** in this tender will be **legally binding** and the Bidder needs to **perform against their commitment** for the duration of the contract which will form part of the Contractual Agreement.
- (g) The Bidder **must sustain, or improve** the company's **BBBEE Level** for the duration of the contact which will form part of the Contractual Agreement.
- (h) Performance of Preference Goal Requirements will be determined annually. Bidders must submit their Preference status report to SITA indicating progress against the Bidder's Preferential commitments within 30 days after each quarter from the commencement date of the contract.
- (i) Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
- (j) **SITA reserves the right to** require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
- (k) **SITA reserves the right to** verify information / evidence provided by the Bidder.
- (l) **SITA reserves the right to** introduce a **penalty of 1%** of the overall annual year spent by **SITA** for the prior year if the Bidder fails to comply to **paragraphs (f), (g) and (h) above**.

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**Table 3: Preference Goal Requirements**

Preferential Goal Requirements	Preferential Goal Requirements for (80/20) system		
Preferential Goal Requirements allocated for this tender	Number of points allocated (80/20) system (To be completed by the organ of state)	Substantiating evidence and evidence reference to be completed by bidder. Evaluation per requirement: Each requirement indicated in the tables below must be completed and points will be allocated based on the evidence required below for the (80/20) system	Evidence reference for the (80/20) system
<b>Specific goals</b>			
The allocation of points for bidders that meet a certain <b>B-BBEE level</b> as defined in the Broad-Based Black Economic Empowerment Act;	10,0	<p><b>Evidence:</b> The Bidder must provide a copy of relevant proof of B-BBEE status level of contributor level as defined in the Broad-Based Black Economic Empowerment Act.</p> <p><b>Points allocation:</b> Points will be allocated in line with the BBBEE table in section 5.6.1.</p>	<provide unique reference to locate <b>(80/20) system</b> substantiating evidence in the bid response – Annex A, section 6>
The promotion of enterprises located in a <b>specific province</b> for work to be done, or services to be rendered in that region.	10,0	<p><b>Evidence:</b> The Bidder needs to provide a narrative section as part of their <b>Preferential Goals Plan</b> and also include this in the <b>Activity Plan with clear milestones</b> indicating the <b>commitment</b> by the Bidder to promote <b>enterprises located in a specific province for work to be done, or services to be rendered in that region</b> for the duration of the contact.</p> <p><b>Points allocation:</b> 0 points = Outside Mpumalanga 10 points = Within Mpumalanga (proof will be utility bill, title deeds or proof of ownership).</p>	<provide unique reference to locate <b>(80/20) system</b> substantiating evidence in the bid response – Annex A, section 6>
<b>Total Point Allocation:</b>	<b>20,0</b>		

**Table 4: B-BBEE Points as part of the Preference Goal requirements**

B-BBEE Status	Number of Points (80/20 system)
Max # Points allocated for BBBEE as part of Total Points allocated	10
Level 1	10,0
Level 2	9,0
Level 3	6,0
Level 4	5,0
Level 5	4,0
Level 6	3,0
Level 7	2,0
Level 8	1,0
Non-compliant	0,0

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## Annex A: Bidder substantiating evidence

### 6. Technical Mandatory Requirement Evidence

#### 6.1 Bidder Certification / Affiliation Requirements

- a) Attach a certified copy of valid membership certificate or license indicating the company's registration with PSIRA here.
- b) Attach a certified copy of registration for each director indicating the director's registration with PSIRA.
- c) Attach a copy of valid letter of good standing from Department of Labour or an accredited institution.

**NOTE (1): SITA reserves the right to verify information provided.**

#### 6.2 Legislative requirements

The Bidder must provide a proof /copy of the Prescribed Sectoral Determination 6 Security Services South Africa as evidence of financial compliance of the bid.

**Note: SITA reserves the right to verify the information provided**

#### 6.3 Bidder Experience and Capability Requirements

- a) The Bidder must provide reference details from at least one (1) customer to whom the Physical Security service was rendered in the last five (5) years.
- b) Bidders to follow the **Table 5** format below.

**Table 3: References**

No	Company Name	Reference person name, contact details	Project Scope of Work	Project start and end date
1	<Company name>	<Person Name> <Tel> <email>	< Provide details of the project scope for Physical Security services that was rendered>	Start Date: End Date:

**Note 1: SITA reserves the right to verify the information provided.**

**Note 2: Failure to complete Table 5 fully as indicated above will result in disqualification.**

**Note 3: No letters are required to be submitted.**

#### 6.4 PREFERENTIAL GOAL REQUIREMENTS

The Bidder **must**:

(a) **Preference Goal Requirements: (80/20 system)**

- (i) Provide a copy of relevant proof of B-BBEE status level of contributor as defined in the Broad-Based Black Economic Empowerment Act as set out in **table 3** in section 5.6.1 and **attach it here**.

**and,**

- (b) Indicate their **commitment** to claim points for each of the preference points **by signing at par 4.5 in the Invitation to Bid document.**

**NOTE (1):**

**Failure on the part of a bidder to comply to paragraphs (a) and (b) above, will be interpreted to mean that preference points are not claimed.**

A handwritten signature in black ink, appearing to read 'Julia Mabote', with a stylized flourish at the end.

Julia Mabote  
Regional Facilities Manager  
21 September 2023

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