

SASSA: 02-24-CS-NW

INVITATION TO BID

APPOINTMENT OF A SERVICE PROVIDER(S) TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) NORTH WEST REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS

A COMPULSORY BRIEFING SESSION WILL BE HELD ON THE 07th AUGUST 2024 AT SASSA HOUSE MEGA CITY BUILDING CORNER SEKAME AND DR JAMES MOROKA MMABATHO 2735 AT 11H00.

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**SASSA HOUSE (MEGA CITY BUILDING)
CORNER SEKAME AND DR JAMES MOROKA
MEGACITY MMABATHO 2735**

**ADVERTISING DATE : 30 JULY 2024
CLOSING DATE : 19 AUGUST 2024
TIME : 11H00**

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

**CONTACT PERSON : Mr Thusho Sesinyi
CONTACT NUMBER : 018 397 3398**

SUPPLY CHAIN MANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

**CONTACT PERSON : Mr Tebogo Moloto
CONTACT NUMBER : 018 397 3426**

**Stamp Out Social Grants Fraud and Corruption
Call 0800 60 10 11/ 0800 701 701**



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

South African Social Security Agency
North West Cape Region

SASSA REGIONAL OFFICE • SASSA HOUSE (Mega City building
Corner Sekame and Dr James Moroka
• Mmabatho 2745
Tel: +018 397 3398

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA:02-24-CS-NW	CLOSING DATE: 19 August 2024		CLOSING TIME:	11:00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA House, Mega city Building, Corner sekame & Dr james moroka Street Megacity, Mmabatho 2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Tebogo Moloto		CONTACT PERSON	Thusho Sesinyi	
TELEPHONE NUMBER	018 397 3426		TELEPHONE NUMBER	018 397 3399	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	LuckyMo@sassa.gov.za		E-MAIL ADDRESS	thushos@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number SASSA: 02-24-CS-NW
Closing Time 11:00	Closing date 19 AUGUST 2024

OFFER TO BE VALID FOR...90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- | | | | |
|---|--|--|--------------------------|
| - | Required by: | | |
| - | At: | | |
| | | | |
| - | Brand and model | | |
| - | Country of origin | | |
| - | Does the offer comply with the specification(s)? | | *YES/NO |
| - | If not to specification, indicate deviation(s) | | |
| - | Period required for delivery | | |
| | | | *Delivery: Firm/not firm |
| - | Delivery basis | | |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1** Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2** Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**
- 2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

STANDARD BIDDING DOCUMENT (SBD) 4

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

.....

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

STANDARD BIDDING DOCUMENT (SBD) 4

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	



TERMS OF REFERENCE:

**APPOINTMENT OF A SERVICE PROVIDER(S) TO RENDER
GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY
AGENCY (SASSA) NORTH WEST REGION FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

1. OBJECTIVE

The main objective is to invite bids from prospective service provider(s) for the provision of guarding services for a period of thirty-six (36) months at SASSA North West comprising of Regional Office, Districts, Local Offices, Service Points and Records Management Centre (RMC).

2. BACKGROUND

- 2.1 SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act 13 of 2004).
- 2.2 The Control of Access to Public Premises and Vehicles Act 1985, Act No. 53 of 1985 as amended; the Criminal Procedure Act 1977, Act No. 51 of 1977; the Minimum Information Security Standards (MISS); the Minimum Physical Security Standards (MPSS); the SASSA Security Policy and various other legislations that regulate security within the Organs of State, prescribe the implementation of security measures as the most crucial in protecting assets of the state and ensuring business continuity.
- 2.3 It is therefore, essential that SASSA enlist the services of reputable, experienced, and well- resourced service provider(s) to provide Physical Guarding, access control, guarding of premises, patrolling of premises, protection of personnel, and protection of property, assets and information and execute other security functions including ad-hoc duties as required by SASSA.
- 2.4 SASSA North West Region is currently structured as follows:
 - 2.4.1 District Offices.
 - 2.4.2 Local Offices.
 - 2.4.3 Service Points
 - 2.4.4 Record Management Centre; and
 - 2.4.5 Regional Office

3 BRIEFING SESSION

- 3.1 A **compulsory** briefing session will be held, failure to attend will invalidate your bid.

CONTRACT REQUIREMENTS

4. SCOPE OF WORK

- 4.1. The bid is for the supply of guarding services in all offices occupied/utilized by the South African Social Security in the Northwest Region for a period of thirty-six (36) months at SASSA Northwest comprising of the Regional Office, Districts, Local Offices, Service Points and Records Management Centre (RMC).
- 4.2. The South Africa Social Security Agency requires the deployment of **Grade C Security Officers as per the price schedule attached (Annexures)**. The bidder must provide 88 Grade C security officers for the night shift and 98 Grade C security officers for day shift. In total service provider must provide a total number of 186.
- 4.3. The South African Social Security Agency has a right to increase or decrease the number of sites/ offices in which services might be required or no longer be required.
- 4.4. The service provider shall maintain the same rates as quoted should SASSA decide to increase or decrease offices/sites.
- 4.5. The contract is for the provision of guarding services at all offices occupied/utilized by the South African Social Security Agency. Successful bidder(s) must provide PSIRA registered security officers that will render guarding services on a 24-hour basis for a fixed term of 36 months which will include but not be limited to the following:
 - 4.5.1. Patrol of premises to ensure the protection of assets (personnel, property, visitors, beneficiaries, and information);
 - 4.5.2. Control access to premises taking into account access control principles of identification, escort, authorization, recording and searching of personnel and vehicles.
 - 4.5.3. Recording of all incidents in relevant registers.
 - 4.5.4. Apply and enforce relevant key SASSA policies, systems and procedures which relate to the provision of guarding services.
 - 4.5.5. CCTV control room operations.
 - 4.5.6. Appropriate radio communication between guards and control room.
 - 4.5.7. Routine patrols supported by an active guard monitoring system.
 - 4.5.8. Performance of security-related Ad hoc duties as and when required.

5. QUANTITIES AND EXPECTED DELIVERABLES

- 5.1. It is expected that quantities as reflected on the **Schedule of Sites and Manpower** will be delivered during the period of the contract. **The attached schedule of sites and Manpower ANNEXURE A1-A5 should be completed and returned with the bid document. The bidders must complete for all the attached Regional Office, districts, Local Offices, Service Points and Records Management Centre.**

- 5.2. Bids should be submitted in one (1) sealed envelope endorsed, **Bid Number: APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) NORTHWEST REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

Bidders must bid for all sites as per the below Table by submitting a detailed quotation as per the pricing schedule as follows: failure to bid for all the sites will invalidate your bid.

Bidders must quote for the first, second, and third year.

NB: The second year and third-year prices will be adjusted in line with the PSIRA Price illustrative Structure, Sectorial determination, and Consumer Price Index (CPI)

DISTRICT	ANNEXURES
Regional Office and Records Management Centre (RMC)	Annexure A1
Ngaka Modiri Molema District	Annexure A2
Dr Kenneth Kaunda District	Annexure A3
Bojanala District	Annexure A4
Dr Ruth Segomotsi Mompati District	Annexure A5

NB: Bidders must complete the North West Region Summary of Deployment of Security Guards and indicate the grand total of all sites.

- 5.3 The successful bidder(s) will be expected to proof the existence of the Control Room which must meet the following requirements:

5.3.1. The security control room must comply with the following basic requirements (Annexure C)

- 5.3.1.1. Operate 24 hours.
- 5.3.1.2. Manned by trained control room operators – the level of training to be verified during site visits.
- 5.3.1.3. Constructed with double brick wall, have no windows and having air conditioner with access control.
- 5.3.1.4. Not shared with any other service provider.
- 5.3.1.5. Equipped with base radio, telephone, first aid kit, fire extinguisher, occurrence book/incident register, operating manuals for all equipment in the control room, duty rosters for registered security officers and employee database.
- 5.3.1.6. Independent Communication Authority of South Africa ICASA radiation certificate for the radios.
- 5.3.1.7. Firearm safe
- 5.3.1.8. Must meet applicable legal requirements and security industry best practice

6. GENERAL DUTIES AND RESPONSIBILITIES OF THE BIDDER(S)

- 6.1. To provide guarding services to protect SASSA assets including personnel, information and equipment against damage, theft and vandalism.
- 6.2. To perform access control duties, patrol SASSA premises to prevent unauthorized persons from entering and removing equipment or assets such as beneficiary files etc. from the premises concerned and prevent any other criminal activities
- 6.3. The service provider shall conduct business in a courteous and professional manner.
- 6.4. The service provider shall submit quarterly risk assessment reports for all sites.
- 6.5. The service provider shall utilize SASSA-approved registers for standardization. It is the responsibility of the service provider to provide the Security registers, immediately upon commencement of the contract. The registers must be submitted to SASSA when they are full.
- 6.6. The service provider shall provide the following reports: monthly report, quarterly report, incident report, preliminary investigation report, and comprehensive investigation report.
- 6.7. The service provider shall be expected to report and apprehend any suspicious action or unusual occurrence/incident to the South African Social Security Agency and the South African Police Services (SAPS).
- 6.8. Security officers must be supervised on a daily/nightly basis and be equipped to perform their duties as agreed upon.
- 6.9. To monitor security threats and risks within the SASSA's area of responsibility and provide an early warning to facilitate proactive interventions.
- 6.10. To establish an office within a month from the date of the commencement of the contract.
- 6.11. The bidder must ensure that there will be no disruption of SASSA services at all times.

7. SECURITY PERSONNEL

- 7.1. It is the responsibility of the service provider to ensure that the security personnel in his or her employment meet the following requirements at all times:
 - 7.1.1. Security Operational Manager should have Grade 12 and Grade A PSIRA certificate
 - 7.1.2. Supervisors should have Grade 12/ Matric certificate and Grade B PSIRA certificate.

- 7.1.3. Security officers must have at least Grade 10 / Standard 8 and a minimum of Grade C PSIRA Certificate.
- 7.1.4. All security officers should for the purposes of report writing and making entries in the relevant registers, be able to read and write at least English.
- 7.1.5. Security officers must not be younger than 18 years of age.
- 7.1.6. Security officers should be prepared to work a maximum of 12 hours shifts.
- 7.1.7. Security officers should at all times present an acceptable image/appearance which implies inter alia that they may not smoke, eat or drink whilst attending to clients.
- 7.1.8. Supervisors and security officers should at all times present a dedicated attitude/approach to their work, which shall imply inter alia that there shall be no unnecessary arguments with visitors, personnel or discourteous behavior towards them.
- 7.1.9. Employment of foreign Nationals is strictly prohibited.

8. SASSA RESPONSIBILITIES

- 8.1. Manage the contract in a professional manner.
- 8.2. Monitor if the service provider pays the employees in line with the PSIRA, Sectorial Determination as promulgated by the minister of Employment and Labour from time to time and Consumer Price Index (CPI) as issued by Statistics South Africa (Stats' SA) and take appropriate steps against the service provider if there is non-compliance.
- 8.3. Provide relevant information as and when required and only in situations where it is required by the service provider to fulfill their duties.
- 8.4. Not tolerate any unfair labour practices between service provider and his/her staff) that happen during the execution of the project activities.
- 8.5. Provide guardhouse facilities for security equipment and materials.
- 8.6. Pay the service provider within the period of 30 days in line with the requirements of the National Treasury Regulations upon receipt of the valid invoice.

9. ADMINISTRATIVE INFRASTRUCTURE

- 9.1. The bidder(s) must demonstrate the capacity to have the administrative and management infrastructure to manage the contract at the time of commencement of the contract. Such administrative and management infrastructure must include but not limited to clearly marked vehicles, immovable office structure, personnel, 24-hours functional control room.

10. LEGAL REQUIREMENTS

- 10.1. The contract shall in all respects be construed in accordance with the laws of the Republic of South Africa and any disputes that may arise between the bidder(s) and SASSA in regard to the contract shall be settled within the courts of the Republic of South Africa.
- 10.2. Bidder(s) must comply, but not limited to, with the following relevant legislation:

- 10.2.1. The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);
 - 10.2.2. The Private Security Industry Regulations, 2002 dated 14 February 2002.
 - 10.2.3. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993)
 - 10.2.4. The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993).
 - 10.2.5. The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
 - 10.2.6. The Firearms Control Act, 2000 (Act no. 60 of 2000);
 - 10.2.7. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985)
 - 10.2.8. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001)
 - 10.2.9. Private Security Sector Provident Fund (PSSPF)
 - 10.2.10. Protection of Personal Information Act, Act No. 4 of 2013 POPI Act.
- 10.3. Should any of the above be amended or replaced, such replacement or amendment must be adhered to.
- 10.4. All bidder(s) must be registered with/in the following:
- 10.4.1. Private Security Industry Regulatory Authority (PSIRA),
 - 10.4.2. Central Supplier Database (CSD),
 - 10.4.3. Compensation for Occupational Injuries and Diseases Act (COIDA)
 - 10.4.4. Unemployment Insurance Fund (UIF). The Agency will monitor non-compliance to Unemployment Insurance Fund (UIF).
 - 10.4.5. Private Security Sector Provident Fund (PSSPF)
- 10.5. SASSA shall not tolerate any unfair labour practices that happen during the duration of the contract. Labour disputes are the sole responsibility of the service provider. In the event of a labour dispute the service providers will continue to deploy alternative registered security officers.
- 10.6. SASSA will enforce the legislations applicable to the Security Industry and any other related government legislations as amended from time to time.
- 10.7. The Service Provider(s) undertakes to be compliant with all labour and related legislations during the duration of the contract.
- 10.8. The Service Provider(s) acknowledges that it's non-compliance with security related legislation and its standards as well as the Terms of Reference may potentially negatively reflect on the Agency. As such SASSA, cannot be seen to condone unfair labour practices, non-compliance to the Terms of Reference by the Service Provider(s) shall be a ground for terminating of the contract.

11. CONFIDENTIALITY

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

12. WORKING HOURS AND RATES

- 12.1. Guarding services shall be provided twenty-four hours (24 hrs) and seven (7) days a week.
- 12.2. Bidder(s) to apply and remunerate registered security officers in accordance with standards rates as prescribed by the Private Security Industry Regulatory Authority.

13. ADDITIONAL / ADHOC GUARDING SERVICES

- 13.1. Due to security operational requirements within SASSA, additional guarding services may periodically be required on an *adhoc* basis such as during SASSA events etc.

13.2. Requests for additional guarding services shall be handled as follows:

- 13.2.1. SASSA shall in advance request confirmation from the contracted bidder(s) to establish its capacity and ability to render the required additional services at the time that the service is needed. The contracted bidder(s) shall be expected to have capacity to provide *ad hoc* / additional guarding services.
- 13.2.2. SASSA shall assess the bidder(s)'s confirmation for the rendering of additional guarding services before acceptance.
- 13.2.3. The contracted bidder(s) shall provide SASSA with a quotation for the required ad hoc services.
- 13.2.4. SASSA shall have the right to procure alternative bidder(s) in cases where the contracted bidder(s):
 - a) Confirms in writing that they do not have the capacity or ability to render the required ad hoc services.
 - b) The quotation is not in compliance with the PSIRA requirements.
 - c) The quotation is not market related; and
 - d) The services cannot be adequately provided.
 - e) Payment for such services will be calculated separately from the normal guarding services and will be subject to the provision of accepted quotations prior to engagement of such services and proof that the services were rendered as required.
- 13.2.5. The security officers provided for the ad hoc services/event will be subjected to security screening or vetting by the State Security Agency (SSA) as may be required.

14. MANAGEMENT AND SUPERVISION

- 14.1. The bidder should make provision for the Security Operational Manager who shall; exercise supervision of registered security officers and/or activities on behalf of the bidder.
- 14.2. The Security Operational Manager shall be a competent and responsible individual who has a minimum of ten (10) years' experience in carrying out security functions at management level.
- 14.3. The Security Operational Manager should be in the employment of the bidder and must submit detailed Curriculum vitae.
- 14.4. The bidder shall exercise adequate supervision over the services at each facility and shall be represented by a representative having full powers and authority on behalf of the Security Operational Manager. Such representative shall be competent and responsible and shall have adequate experience in carrying out the security functions provided in terms of this agreement.
- 14.5. The bidder shall be required to carry out proper supervision of his/her own personnel by visiting the sites at least per week. These visits must be recorded in the weekly report. Details of such visits shall be recorded in the occurrence book provided by the bidder and the pocketbooks of security personnel visited.

15 TRAINING OF SECURITY PERSONNEL

- 15.1. The bidder(s) shall before the commencement of the contract, provide proof of certification of all security personnel that will be utilized on this contract, as Grade A, B, and C.
- 15.2. The service provider must provide training to their personnel before the commencement date and shall provide continuous training annually on the following, induction, standard operating procedures, emergency procedures, security breach and code of conduct.
- 15.3. The bidders must provide refresher training annually on the following: customer care, emergency drill, security breach, standard operating procedures (SOP) and code of conduct, proof of training must be availed on SASSA request.
- 15.4. The bidder(s) shall be responsible for all costs incurred in the training of security personnel.

16 BIDDER(S)'S OBLIGATIONS

- 16.1. To ensure that all staff working under this contract are in good health and pose no risk to any SASSA employee and clients/contractors.
- 16.2. To ensure that SASSA is informed of any removal or replacement of registered security officers.

- 16.3. Ensure that all registered security officers under this contract are provided with uniforms which state the name of the company, and which can be clearly distinguished from other companies. SASSA reserves the right to order immediate removal of a security officer who does not adhere to this arrangement.
- 16.4. The formal corporate uniform provided to security officers must comprise / consist of the following:
- 16.4.1. Male Registered security officers:
- Jacket, Jersey, formal trousers, shirt, formal black shoes, rain suite, tie.
- 16.4.2. Female Registered security officers
- Blouse / shirt, jacket, jersey, shoes, skirt/trousers, stockings, rain suite, tie, Scarf.
- 16.5. The bidder(s) must provide a detailed deployment plan, Occupational Health and Safety plan, training plan as well as the contingency plan which will cater for the strikes/unrests or any unplanned eventuality that have the potential to disrupt services to the Agency.
- 16.6. The bidder(s) must appoint officials/personnel who are being subjected to and passed the criminal records checks by South African Police Services (SAPS). The Security clearance certificate not more than 3 months old must be submitted within a month after commencement of the contract.
- 16.7. The bidder(s) must agree to reliability checks by the state Security Agency (SSA) on the company, registered security officers and all directors of the company or member of the close corporation prior to the signing of the contract.
- 16.8. To provide all equipment but not limited to the following:
- 16.8.1. Occurrence Book and other relevant security registers.
 - 16.8.2. Fully operational radios.
 - 16.8.3. Fully operational torches,
 - 16.8.4. Panic buttons.
 - 16.8.5. Pocket Book.
 - 16.8.6. PSIRA Identification Cards.
 - 16.8.7. Pens.
 - 16.8.8. Handcuffs and keys.
 - 16.8.9. Handheld metal detectors.
 - 16.8.10. Magnetic Torch System.
 - 16.8.11. Baton
- 16.9. The bidder(s) should provide a contingency plan which will cater for the strikes/unrests or any unplanned eventuality that have the potential to disrupt services to the Agency.

- 16.10. The bidder(s) shall acquaint themselves with any relevant wage regulating measures or statutory enactment which may be in force, or which may be contemplated, affecting conditions of employment during the term of agreement.
- 16.11. The bidder(s) shall provide audited proof that remuneration paid to each of their employee was adjusted by at least the amount which the statutory wage applicable to each individual was increased.
- 16.12. The bidder(s) shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses, provident fund contributions, medical fund, Consumer Price Index and sectorial determinations in line with the applicable legislations or industry. SASSA shall request a documentary proof that payments have in fact been made, e.g. provident fund, UIF etc.
- 16.13. The service provider shall at all times be responsible for the acts and omissions of his employees providing guarding services to SASSA in terms of this agreement while they are acting within the course and scope of their duties and employment.
- 16.14. **NB: Failure to comply with the above, SASSA shall enforce penalties.**

17 PENALTIES

- 17.1. If the bidder fails to deliver or perform any of the services within the prescribed period specified in the contract, SASSA shall without prejudice to its other remedies under the contract, deduct from the contract price against the monthly invoice, as a penalty on the undelivered item or unperformed service(s) using the amount reflected here in under penalty clause template below. SASSA may also consider termination of the contract pursuant to the general conditions of the contract.
- 17.2. Failure to comply with the penalties as outlined in below template after notification in respect of the establishment of the office shall constitute a material breach and SASSA shall be entitled to terminate contract with immediate effect.
- 17.3. If the bidder fails to settle the imposed penalties or perform any of the services within the prescribed period specified in the contract, SASSA shall without prejudice implement more stringent penalties.
- 17.4. SASSA reserves the right to terminate the contract in the event where the bidder commits the same offence, five (5) times consecutively within six (6) months under any penalty item 1 to 17 below.
- 17.5. SASSA reserves the right to request the service provider to remove the security officer from the site or office after a second occurrence on non-compliance as listed from penalty item 18 to 22.

17.6. SASSA reserves the right to terminate the contract against non-compliance as listed below from penalty item 23 to 26.

SASSA reserve the right to impose the penalties in the instances set out below:

No.	Item	Penalty
1.	Unavailability of functional two-way/Hand-held radio,	R 250, 00 per shift per site.
2.	Unavailability of functional two-torch/flashlight	R 250, 00 per shift per site
3.	Unavailability of Uniform including Raincoat	R 250, 00 per item per shift.
4.	Unavailability of Occurrence Book/Registrars/Pocketbook	R 150, 00 per shift.
5.	Unavailability of Standard Operating Procedure on Site	R100, 00 per shift.
6.	Unavailability of Handcuffs and keys	R 250, 00 per shift.
7.	Unavailability of Site Supervisory visit once per week.	R 1500, 00 per site per shift.
8.	Unavailability of security refresher training (s) annually.	R 500.00 per training annually.
9.	Unauthorized disclosure of information	R 1 500
10.	Expired PSIRA identification cards/certificate	R 250, 00 per security officer.
11.	Eating on duty (at post)	R250 per security officer
12.	Falsification of entries into the occurrence book	R1000.00 per page per person
13.	Failure to report incident	R 1500.00 per officer on shift.
14.	Failure to submit Monthly Report / preliminary / comprehensive investigation report within the stipulated time frame.	a) R 1000 per report.
15.	Officers work long hours without a reliever.	a) R1000 per security officer. b) Full deduction per shift
16.	Unavailability of Handheld metal detectors	a) A letter of non-performance issued to the bidder giving at least 3 days for rectification. b) R 250, 00 per shift per site
17.	Theft of any assets/ equipment.	a) Security officer to be handed over to SAPS c) Company liable for full payment of the theft associated to its employee
18.	Number of complaints about the conduct of security officer exceeds 5 in a calendar Month	a) R 1000,00 per security officer b) Security officer removed from site

19.	Sleeping on duty	a) First occurrence: R 1000, 00 per person per shift. a) Second occurrence: Security officer removed from the site and replaced within 2 hours
20.	Under the influence of alcohol and drugs	a) Removal from site
21.	Desertion of post	a) R 1500, 00 per person per shift. b) If this practice continues removal of security officers
22.	Dereliction of duty	a) First occurrence: R250 per shift b) Second occurrence: Removal from site
23.	Inability to establish an office within 30 days after the commencement of the contract.	a) Termination of contract
24.	Late payment of salaries per security officers.	a) A letter of non-performance issued to the bidder giving at least 3 days for rectification. b) R 250.00 per security officer not paid per day. c) Non-payment of salaries for more than 5 working days will lead to termination of the contract.
25.	Non-payment of salaries per security officers.	a) A letter of non-performance issued to the bidder giving at least 3 days for rectification. b) R 250.00 per security officer not paid per day. c) Non-payment of salaries for more than 5 working days will lead to termination of contract.
26.	Disruption of operation (Closing of office by security officer/s)	a) R 250.00 per day per office for disruption of operations. b) Termination of contract on account of persistence

SASSA reserves the right to evaluate the services 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.

NB: SASSA shall continue to impose the above penalties even if the bidder does not acknowledge or submit the credit note.

18 BID CONDITIONS

- 18.1. The bidder(s) shall allow his personnel to attend and if necessary, testify in court proceedings, as well as in disciplinary and arbitration proceedings should SASSA deem it necessary, provided SASSA has notified the bidder(s) within a

reasonable time before the start of the proceedings that the presence of the bidder(s)'s personnel are required by SASSA.

- 18.2. The contract shall be terminated immediately should the successful bidder(s) no longer qualify as a service provider in terms of the PSIRA Act, 2001 (Act 56 of 2001).
- 18.3. SASSA reserves the right to cancel the contract forthwith and to terminate the services of the bidder(s) without prior notice to do so if the bidder(s) becomes unable for any reason whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder(s). In such an event, the bidder(s) shall, when called to do so, hand over to SASSA all documents that are related to the contract.
- 18.4. The Agency may in certain instances require an increase or decrease in the number of security personnel at a service station. For example, the number of security officers may be decreased or increased due to the fact that SASSA maybe be implementing a digital/electronic security system or establishing new offices at the identified offices/areas. The decrease or increase will be implemented in line with SASSA Supply Chain Management Policies, Processes and Procedures.
- 18.5. Should SASSA property/equipment/assets or any part(s) be damaged or destroyed as a result of negligence and or dereliction of duty by service provider, SASSA shall, in its discretion determine which part(s) of the property is damaged or destroyed and appoint a contractor to repair and recover the cost incurred from the security service provider.
- 18.6. SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.
- 18.7. The bidder(s) undertakes to make the relevant provisions of this agreement known to all members of the personnel provided that in terms hereof as soon as is practically possible before the commencement of the contract.
- 18.8. No security personnel provided by the bidder(s) shall comment to the press or any other public communications media upon the business of SASSA.
- 18.9. The bidder(s) shall notify SASSA in writing of any change of address within five days hereof.
- 18.10. The personnel provided in terms of the contract shall report for duty at the sites indicated by SASSA. These sites of reporting may vary from time to time or office to office according to the operational requirements of SASSA.
- 18.11. The bidder(s) shall provide SASSA with daily posting sheets as when required by SASSA.
- 18.12. The bidder(s) shall be responsible for transport, deployment and posting of security personnel.

- 18.13. Training, vetting, criminal checks, issuing of uniforms and equipment, and standard operating procedures must be submitted to SASSA ten (10) working days before the commencement of the contract.
- 18.14. SASSA reserves the right to inspect the services rendered by the bidder(s) at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.
- 18.15. The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.
- 18.16. The bidder(s) shall take all possible steps to ensure that the contract and the intended execution take place.
- 18.17. The bidder(s) must keep available for inspection, at its headquarters, personnel files as well as all appropriate documents of all security personnel in his/her service.
- 18.18. Price adjustment will only be reviewed when proof of increase from PSIRA and any other recognized or legal structure(s) is presented and upon written request. SASSA will for the purposes of implementing annual adjustments as promulgated or pronounced by the relevant Minister consider and apply stipulations outlined in the circulars/sectorial determinations in line with the following:
 - 18.18.1. Consumer Price Index (CPI) shall be applied after 12 months of the contract as issued by Statistics South Africa.
 - 18.18.2. Sector Wage increment adjustment, shall be applied as and when pronounced by the minister of employment and labour from time to time.
- 18.19. The successful bidder(s) will enter into a Service Level Agreement (SLA) with SASSA.
- 18.20. The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.
- 18.21. SASSA reserves the right to negotiate price(s) with the successful bidder(s).
- 18.22. SASSA reserves the rights to conduct security background checks in respect of recommended bidder(s) and directors or members as well as registered security officers.
- 18.23. The appointment of a successful bidder is subject to a Positive Security Clearance from the State Security Agency (SSA).

19 Due Diligence

- 19.1. SASSA reserves the right to conduct infrastructure Compliance Inspection on the three (3) highest-scoring recommended bidders on price and preference before the award of the contract, to confirm the existence and availability of the infrastructure and equipment mentioned in the bid document **(With specific reference to Annexure C)**.
- 19.2. Should it be found that the bidder does not meet seventy percent (70%) of the prescribed security Control Room compliance and the infrastructure requirements, SASSA will exercise the right to disqualify the bid, as such bid will be deemed as a misrepresentation of facts and therefore incapacity on the part of the bidder to render the required services. **(Annexure C Checklist)**.
- 19.3. Any bidder found to have misrepresented facts or information in the bidding documents after the due diligence process shall be disqualified and blacklisted in terms of relevant/applicable National Treasury practice notes.

20 PUBLIC LIABILITY

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

21 EVALUATION OF PROPOSALS

- 21.1. The proposals will be evaluated in line with the following criteria:
The evaluation of bids will be done in terms of the PFMA, SASSA Supply Chain Management Policy (SCM Policy) and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The evaluation of bids will be done in two stages as follows:

No.	Criteria	Phases
1.	Stage 1	Phase One: Mandatory Compliance
		Phase Two: Functionality Evaluation
		Phase Three: Administrative Compliance
2.	Stage 2	Price and Preference Points (Specific goals)

STAGE 1

21.2. PHASE ONE: MANDATORY COMPLIANCE

Bidders must submit the mandatory documents and annexures below. Failure to comply with the mandatory requirements will result to a disqualification from further evaluation.

NB: All certificates and letters of good standing must be valid on or before closing date of bid.

Phase 1 – Mandatory Compliance

1. A certified copy of the company registration certification with Private Security Industry Regulatory Authority (PSIRA).

2. A certified copy of the company's director's registration with PSIRA
3. A Certified copy of valid letter of good standing with PSIRA
4. A Certified copy of valid compensation for occupational injuries and diseases Act (COIDA) certificate from Department of Labour
5. Proof of valid Compliance Certificate from Private Security Sector Provident Fund Section 13A Confirmation letter (PSSPF)
6. Proof of valid Public Liability or Professional indemnity cover or letter of intent from an insurance company must be submitted to the value of R10 million.
7. Proof of five (05) certified valid copies of vehicle registration certificate(s) in the company name or proof of five (05) leased vehicle(s).
8. Proof of relevant license certificate (s) that are applicable to security services such as radio frequencies or proof of other Valid License Agreements to manage radio communications.
9. Bidder(s) must attach proof of Existence of Security Control Room in a form of valid lease agreement, Title Deed, Proof of municipal Account/Residence or letter of intent to Establish Security Control Room as proof of footprint in North West Province.
10. Bidders must submit pricing strictly in accordance with the price schedule issued by SASSA and not utilize a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive. Bidders must quote according to pricing schedule as per Annexures , A1, A2, A3 A4 and A5.
11. Bidders must complete and submit the attached Infrastructure Compliance Inspections Checklist Annexure C.
12. Bidder(s) must provide/attach a table outlining current and previous clients in government, State-Owned Entities and Private Entities reflecting names and contact details of client(s), the types of services rendered of physical security guarding services, start and end dates and the values of the contracts. (Annexure B)

a. PHASE TWO: FUNCTIONALITY

The evaluation of the functionality will be evaluated individually by members of Bid Evaluation Committee in accordance with the below functionality criteria and values. Total points on functionality must add to 100 points.

The applicable values that will be utilized when scoring each criterion ranges from

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

FUNCTIONALITY CRITERIA		WEIGHT
1. EXPERIENCE IN SECURITY GUARDING SERVICES		40
Number and value of Purchase orders or Award letters or Contracts matching with reference letters. The reference/confirmation/completion letter and purchase order or Award letter or Contracts must be on the client's company letterhead and must be signed by responsible manager, dated, indicate the name of the client, project description and value.		
Note: Unreachable references will automatically invalidate the experience listed below.		
1.1 Number of Security Guarding Services Contracts		
Number of Contracts	Score	20
1 to 3 contracts	1	
4 to 6 contracts	2	
7 to 9 contracts	3	
10 to 12 contracts	4	
13 and above contracts	5	
Poor = 1, Average = 2, Good = 3, Very Good = 4, Excellent = 5		
1.2 Cumulative Value of the above-mentioned Contracts		
Values of Contracts	Score	
R1 – R 10 000 000	1	
R 10 000 001 – R 20 000 000	2	

FUNCTIONALITY CRITERIA			WEIGHT
R 20 000 001 – R 40 000 000	3	20	
R 40 000 001 – R 60 000 000	4		
R 60 000 001 and above	5		
Poor = 1, Average = 2, Good = 3, Very Good = 4, Excellent = 5			
2. PROJECT IMPLEMENTATION PLAN			30
The Project implementation Plan must be detailed and clearly articulated. The Project implementation plan must be comprehensive and fully aligned to tender terms of reference and scope of work.			
- The proposed Project implementation plan should meet the project timelines. - The capacity in terms of administrative and management infrastructure to include but not limited to clearly marked vehicles, immovable office structure, personnel and 24 hours functional control room. - The transition management plan and training plan must present well-defined training offerings, deployment activities, training timeframes. - The proposed contingency plan must outline what the bidder will do to manage Health and Safety related matters as provided in the relevant prescripts including but not limited to appointment of OHS representatives, incident management and further outlining what the service provider will do in crisis situations including but not limited to staff shortages, strikes, shortage of equipment, and ad-hoc arrangements etc.			
NB: Bidders should refrain from providing emergency management procedures.			
The Project implementation Plan (Scoring)		Score	30
Project plan does not outline the requirements as specified in the tender terms of reference and scope of work		1	
Project plan inadequately and poorly addressed the requirements in the tender terms of reference and scope of work		2	
Project plan adequately address most of the requirements in the tender terms of reference and scope of work		3	
Project plan specify the manner in which the project will be delivered and indicate additional value adds		4	
Project plan exceptionally specify the		5	

FUNCTIONALITY CRITERIA			WEIGHT
manner in which the project will be delivered and indicate additional value adds			
Poor = 1, Average = 2, Good = 3, Very Good = 4, Excellent = 5			
3. ABILITY AND CAPABILITY OF MANAGEMENT			30
3.1. Security Supervisor with Matric Senior Certificate, PSIRA Grade B and work experience of 5 years as a supervisor on security management operations. NB: please attach personnel CVs entailing work experience and educational Qualification supported by certificates.			
Values of Contracts	Score	15	
Matric and Grade B PSIRA certificate with 0- 1 year experience as a security supervisor on security management operations	1		
Matric and Grade B PSIRA certificate with 2 years' experience as a security supervisor on security management operations	2		
Matric and Grade B PSIRA certificate with 3 years' experience as a security supervisor on security management operations	3		
Matric and Grade B PSIRA certificate with 4 years' experience as a security supervisor on security management operations	4		
Matric and Grade B PSIRA certificate with 5 years and above experience as a security supervisor on security management operations	5		
Poor = 1, Average = 2, Good = 3, Very Good = 4, Excellent = 5			
3.2. Security Operational Manager with Matric, Grade A PSIRA certificate with 10 years' experience on security management operations. NB: please attach personnel CVs and certified copies of certificates entailing skills (Interpersonal, ability to speak and write)			
Experience	Score		
Matric and PSIRA Grade A certificate with experience 0 – 2-year experience as a Security Operational manager on security	1		

FUNCTIONALITY CRITERIA			WEIGHT
management operations		15	
Matric and PSIRA Grade A certificate with 3 to 4 years' experience	2		
Matric and PSIRA Grade A certificate with 5 to 6 years' experience as a Security Operational manager on security management operations	3		
Matric and PSIRA Grade A certificate with 7 to 9 years' experience as a Security Operational manager on security management operations	4		
Matric and PSIRA Grade A certificate with 10 years and above experience as a Security Operational manager on security management operations	5		
Poor = 1, Average = 2, Good = 3, Very Good = 4, Excellent = 5			
			100
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100			
The Bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on phase three (Administrative Compliance) and Stage 2 (Price and Preference).			

b. PHASE THREE: ADMINISTRATIVE COMPLIANCE

Bidder(s) should submit the following documents:

Phase 3 - Administrative Compliance
Proof of registration with Central Supplier Database (CSD)
Company directors certified identification/ID copy (certification date should not be older than three (3) months from the date of certification.
A valid tax compliance status pin
SBD forms fully completed and signed by the bidder
Valid B-BBEE Status Level Verification Certificates or Sworn Affidavit signed by the Commissioner of Oaths together with their bids
Each party in joint venture or consortium related to this project must comply with the following requirements: - - Registered on the Central Supplier Database - Submission of a valid Tax Compliance Status Pin - Proof of certified ID Copies for all Company Directors

- Consolidated and Valid B-BBEE Status Level Verification Certificates or Sworn Affidavit signed by the Commissioner of Oaths together with their bids

NB: All bidders who fail to submit administrative compliance documents will not be automatically disqualified but will be afforded another opportunity to re-submit missing documents within 3 working days. Failure to meet the deadline will lead to disqualification.

22. STAGE 2: PRICE AND PREFERENCE

Only bids that achieve the minimum qualifying score for second stage of evaluation will be evaluated further in accordance with the 90/10 preference points system.

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

This stage of evaluation will be scored in terms of Regulation 4 of the Preferential Procurement Regulations (PPR), 2022. Bids will be evaluated in terms of the 90/10 Preference Point System, as follow:

AREAS	POINTS
Price	90
Specific Goals	10

Price:

In terms of Regulation 4. (1) of the PPR 2022, a maximum of 90 points is allocated for price and calculated using the formula:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

$P_{\min}$ = Price of lowest acceptable tender

Specific Goals:

In terms of Regulation 4. (2) of the PPR 2022, a maximum of 10 points is allocated for the Agency's Specific Goals outlined below:

The following table must be used to calculate the score out of 10 (ten) for specific goals.

Number	SPECIFIC GOALS	NUMBER OF POINTS 90/10 SYSTEM

1.	B-BBEE Status Level 1 – 2 contributor with at least 51% black women ownership.	10
2.	B-BBEE Status Level 3 – 4 contributor with at least 51% black women ownership.	9
3.	B-BBEE Status Level 1 – 2 contributor with at least 51% youth or disabled ownership.	8
4.	B-BBEE Status Level 1 – 2 contributor	7
5.	B-BBEE Status Level 3 – 8 contributor with at least 51% youth or disabled ownership.	5
6.	B-BBEE Status Level 3 – 4 contributor	4
7.	B-BBEE Status Level 5 – 8 contributor	2
8.	Other	0

**Specific goals will be awarded as per the attached SBD 6.1
Ownership verification process:**

- The ownership information as per the CSD Report will be verified against a valid B-BBEE Status Level Verification Certificate and/or valid Sworn Affidavit to confirm the points claimed by the Tenderer, based on the Specific Goals outlined in this tender document and the SBD 6.1 form.
- Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS). Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

23. BID AWARD AND CONTRACT

- The contract will be concluded between SASSA and the successful bidder(s).
- The contract period is from the date of signing the contract, for period of thirty-six (36) months.
- SASSA reserves the right to award the tender in whole, or in part, or not award the tender.

24. SUBMISSION OF BIDS

- Address of the region where bids should be submitted:

NORTH WEST

SASSA House
Corner Dr. James Moroka and Sekame Street
Megacity Shopping Complex
Mmabatho
2735

- The following contact details in respect of enquiries will apply:

- Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
NORTH WEST	018 397 3399	Mr. Thusho Sesinyi	ThushoS@sassa.gov.za

- Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
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NORTH WEST	018 397 3426	Mr. Lucky Moloto	<u>Luckymo@sassa.gov.za</u>
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ANNEXURE: A

Total price for Third year
Total Vat Amount (Vat must be structured as per SARS regulations):
Total price for 3 years Vat Inclusive:

ANNEXURE A2											
NORTH WEST REGION											
GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) NORTH WEST REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS											
Bid Number											
 sassa South African Social Security Agency	GRADE C										
	Monday-Friday					Saturday, Sunday/Public			Total Amount Per Office		
	GRADE C					GRADE C					
	Day	Night	Day	Night		Day	Night	Day and Night for Saturday, Sunday/Public Holiday			
Name of Office	Number of Guards	Number of Guards	Total Amount Per Month for All Guards	Total Amount Per Month for All Guards		Number of Guards	Number of Guards	Total Amount Per Month for All Guards (Day & Night)			
NMM District & Mafikeng	6	3	R	R		3	3	R	R		
Ottosdal	2	2	R	R		2	2	R	R		
Ramotshere Moiloa	3	2	R	R		2	2	R	R		
Ratlou	1	2	R	R		1	2	R	R		

Tswaing	2	2	R	R	2	2	R	R
Itsoseng	2	2	R	R	2	2	R	R
Dinokana	2	2	R	R	2	2	R	R
Ramatlabama	1	1	R	R	1	1	R	R
Matshepe	1	1	R	R	1	1	R	R
Tshidilamolomo	1	1	R	R	1	1	R	R
Coligny	1	2	R	R	1	2	R	R
Ditsobotla	2	2	R	R	2	2	R	R
Total Number of guards	22	22			20	22		
Total Number of security guards required for NMM District & Mafikeng (Annexure A2) is 44								
Unit Price per Guard:								
Total Price per month:								
Total price for first year:								
Total price for second year:								
Total price for Third year:								
Total Vat Amount (Vat must be structured as per SARS regulations):								
Total price for 3 years Vat Inclusive:								

ANNEXURE A3										
NORTH WEST REGION										
Name of Region	GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) NORTH WEST REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS									
Service Description										
Bid Number										
 sassa South African Social Security Agency	GRADE C									
	Monday-Friday				Saturday, Sunday/Public					
	GRADE C				GRADE C					
	Day	Night	Day	Night	Day	Night	Day	Night	Day and Night for Saturday, Sunday/Public Holiday	Total Amount Per Office
Name of Office	Number of Guards	Number of Guards	Total Amount Per Month for All Guards	Total Amount Per Month for All Guards	Number of Guards	Number of Guards	Number of Guards	Number of Guards	Total Amount Per Month for All Guards (Day & Night)	
Dr KK and Matlosana	4	3	R	R	2	2	2	2	R	R
Jouberton	3	2	R	R	2	2	2	2	R	R
Maquassi Hills	2	2	R	R	2	2	2	2	R	R

Tlokwe	2	2	R	R	2	2	R	R
Ventersdorp	2	2	R	R	2	2	R	R
Total Number of guards	13	11			10	10		
Total Number of security guards required for Dr KK and Matlosana (Annexure A3) is 24								
Unit Price per Guard:								
Total Price per month:								
Total price for first year:								
Total price for second year:								
Total price for Third year:								
Total Vat Amount (Vat must be structured as per SARS regulations):								
Total price for 3 years Vat Inclusive:								

ANNEXURE A4										
NORTH WEST REGION										
Name of Region	GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) NORTH WEST REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS									
Service Description										
Bid Number										
 sassa South African Social Security Agency	GRADE C									
	Monday-Friday					Saturday, Sunday/Public				
	GRADE C					GRADE C				
	Day	Night	Day	Night		Day	Night	Day and Night for Saturday, Sunday/Public Holiday	Total Amount Per Month for All Guards (Day & Night)	Total Amount Per Office
Name of Office	Number of Guards	Number of Guards	Total Amount Per Month for All Guards	Total Amount Per Month for All Guards		Number of Guards	Number of Guards			
Bojanala District office	2	2	R	R		1	2	R		R
Rustenburg	5	2	R	R		2	2	R		R
Kgetleng	2	2	R	R		2	2	R		R

Madikwe	2	1	R	R	1	1	R	R
Madibeng	3	2	R	R	2	2	R	R
Moretele	2	2	R	R	2	2	R	R
Mogwase	2	2	R	R	2	2	R	R
Cyferskuil	2	2	R	R	2	2	R	R
Mabeskraal	2	2	R	R	2	2	R	R
Hebron	2	2	R	R	2	2	R	R
Kanana	2	2	R	R	2	2	R	R
Maboloka	2	2	R	R	2	2	R	R
Swartruggens	2	1	R	R	2	1	R	R
Mantseree	1	2	R	R	1	2	R	R
Total Number of guards	31	26			25	26		
Total Number of security guards required for Bojanala (Annexure A4) is 57								
Unit Price per Guard:								
Total Price per month:								
Total price for first year:								
Total price for second year:								
Total price for Third year:								

Total Vat Amount (Vat must be structured as per SARS regulations):
Total price for 3 years Vat Inclusive:

ANNEXURE A5									
NORTH WEST REGION									
Name of Region	GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) NORTH WEST REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS								
Bid Number									
 sassa South African Social Security Agency	GRADE C								
	Name of Office	Monday-Friday				Saturday, Sunday/Public			Total Amount Per Office
		GRADE C				GRADE C			
		Day	Night	Day	Night	Day	Night	Day and Night for Saturday, Sunday/Public Holiday	
		Number of Guards	Number of Guards	Total Amount Per Month for All Guards	Total Amount Per Month for All Guards	Number of Guards	Number of Guards	Total Amount Per Month for All Guards (Day & Night)	
Dr RSM and Naledi	4	2		R	R	2	2	R	R
Ganyesa	2	3		R	R	2	3	R	R
Dryharts	1	2		R	R	1	2	R	R

Morokweng	2	1	R	R	2	1	R	R
Mamusa	2	2	R	R	2	2	R	R
Taung	2	2	R	R	2	2	R	R
Sekhing	2	2	R	R	2	2	R	R
Tlakgameng	1	1	R	R	1	1	R	R
Manthe	1	1	R	R	1	1	R	R
Bloemhof	2	2	R	R	2	2	R	R
Christiana	2	2	R	R	2	2	R	R
Tosca	1	2	R	R	1	2	R	R
Bray	1	1	R	R	1	1	R	R
Tseoge	1	2	R	R	1	2	R	R
Losasaneng	1	1	R	R	1	1	R	R
Total Number of guards	25	26			23	26		
Total Number of security guards required for Dr RSM and Naledi (Annexure A5) is 51								
Unit Price per Guard:								
Total Price per month:								

Total price for first year:
Total price for second year:
Total price for Third year:
Total Vat Amount (Vat must be structured as per SARS regulations):
Total price for 3 years Vat Inclusive:

SUMMARY DEPLOYMENT OF SECURITY GUARDS									
NORTH WEST REGION									
GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) NORTH WEST REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS									
GRADE C									
Name of Office	Monday-Friday		Saturday, Sunday/Public		Day and Night for Saturday, Sunday/Public Holiday		Total Amount Per Office		
	GRADE C		GRADE C		GRADE C		Total Amount Per Office		
	Day	Night	Day	Night	Day	Night	Total Amount Per Office		
	Number of Guards	Number of Guards	Number of Guards	Number of Guards	Number of Guards	Number of Guards	Number of Guards	Number of Guards	Number of Guards
Regional office & RMC	7	3	R	R	R	3	3	R	R
Ngaka Modiri Molema	22	22	R	R	R	20	22	R	R
Bojanala	31	26	R	R	R	25	26	R	R

Dr Kenneth Kaunda	13		11	R	R		10	10	R	R
Dr Ruth Mompoti	25		26	R	R		23	26	R	R
Total Number of guards	98		88				81	87		
Total Number of security guards required for SASSA North West is 186										
Unit Price per Guard:										
Total Price per month:										
Total price for first year:										
Total price for the second year:										
Total price for the Third year:										
Total Vat Amount (Vat must be structured as per SARS regulations):										
Total Bid price for 3 years VAT inclusive for all districts:										



sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

ANNEXURE B

CURRENT AND PAST CONTRACT(S)

Name of client and total value of Purchase orders, Award letters or Contracts matching with reference letters. The reference/confirmation/completion letter must be on the company letterhead, it must be signed by responsible manager, dated, and indicate the name of the client, project description, and value.

Indicate current and past contracts in the table only those relevant to the security industry required in the bid specification

Note: Unreachable references will automatically invalidate the particular experience listed below.

No	Name of a client/organization where contract is being executed/was executed.	Contact period (indicate start and end dates) e.g 1 Jan 2023- 31 January 2024	Is the contract current or past? Please indicate accordingly	Contact person and telephone number of your clients	The total value of the contract
1					

2						
3						
4						
5						
6						
7						
8						

9						
11						
12						
13						
14						
15						
16						

17						
18						
19						
20						
21						
22						
23						

24						
26						
27						
28						
29						
30						



ANNEXURE C

INFRASTRUCTURE CAPACITY CHECKLIST

CONFIDENTIAL

Annexure C: PARTICULARS OF THE BIDDER

NAME OF THE BIDDER _____

PHYSICAL ADDRESS OF FACILITY TO BE INSPECTED

INFRASTRUCTURE REQUIREMENTS – TO BE FULLY COMPLETED BY THE BIDDER

CONTROL ROOM REQUIREMENTS

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

CONFIRMATION BY SERVICE PROVIDER REPRESENTATIVE

FULL NAMES: _____

SIGNATURE: _____

DATE: _____

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

- | | |
|--|--|
| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> |

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping
and countervailing
duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.