

SASSA:06-24-CS-KZN

INVITATION TO BID

SASSA: 06-24-CS-KZN: APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KWAZULU NATAL REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS-DURBAN DISTRICT OFFICE.

A Compulsory Virtual Briefing Session will be on the 09th of September 2024 at 11:00-13:00 please send your email address before the 04th of September 2024 on the following email address for a link: kznsecuritytenders@sassa.gov.za: link for the briefing session will be sent back on 06th September 2024

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

: SASSA KwaZulu Natal Regional Office
Reception area (Ground Floor)
No. 1 Bank Street
Pietermaritzburg
3201

PUBLICATION DATE : 28 August 2024
CLOSING DATE : 25 September 2024
TIME : 11:00
TECHNICAL ENQUIRIES : Mr MM Mdlalose
CONTACT PERSON : 033 846 3390
EMAIL ADDRESS : Mbizenim@sassa.gov.za

SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON : Mr LG Shandu
CONTACT NUMBER : 033 846 9532
EMAIL ADDRESS : LuckyGS@sassa.gov.za



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

South African Social Security Agency
KwaZulu-Natal Region

1 Bank Street • Pietermaritzburg 3201
Private Bag x9146 • Pietermaritzburg 3200
Tel. +27 33 384 3300 • Fax: +27 33 846 9595/8
www.sassa.gov.za

DESCRIPTION		REQUIRED AT	ADVERT No.	CLOSING DATE
APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KWAZULU NATAL REGION FOR A PERIOD OF THIRTY- SIX (36) MONTHS - DURBAN DISTRICT OFFICE.				
COMPULSORY BRIEFING SESSION			SASSA: 06-24-CS: KZN	25 SEPTEMBER 2024
VENUE AND PHYSICAL ADDRESS	DATE AND TIME			
TEAMS	09 SEPTEMBER 2024 at 11:00-13:00			
Please send your email address before the 04 th of September 2024 on the following email address for a link kznsecuritytenders@sassa.gov.za				
NB: Documents are to be downloaded from the website: www.sassa.gov.za / www.etenders.gov.za				
ENQUIRIES Enquiries may be directed to Manager SCM: Mr LG Shandu at (033 846 9532) and or Senior Manager CS: Mr MM Mdlalose (033 846 3390) during office hours (Monday to Friday) 08H00 to 16:00				
BIDS SUBMISSION Bid documents must be deposited in the tender Box situated on Ground Floor of SASSA Offices, No 1 Bank Street, Pietermaritzburg, 3201. Bid documents submitted by electronic mail, facsimile or other similar apparatus will not be accepted for consideration. Bidders should ensure that their bids are delivered in due date and time. Any bid documents received after the closing date and time will not be accepted.				

Advert placement date: 28 August 2024

BID ADVERTISEMENT FORM

Bid Description	APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KWAZULU NATAL REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS- DURBAN DISTRICT OFFICE.			
Bid Number	SASSA:06-24-CS-KZN			
Name of Institution	South African Social Security Agency			
The place where goods, works or services are required	KZN REGION			
Closing date and time	Date	25 September 2024	Time	11:00
Contact details	Postal Address	Private Bag X 9146 Pietermaritzburg 3201		
	Physical Address	No 1 Bank Street Pietermaritzburg 3201		
	Telephone	(033) 846 9532	(033) 846 3390	
	Fax	N/A	N/A	
	E-mail	LuckyGS@sassa.gov.za	Mbizenim@sassa.gov.za	
	Contact Person	Mr LG Shandu	Mr MM Mdlalose	
Where bids can be collected	Downloaded from the website: www.sassa.gov.za / www.etenders.gov.za			
Where bids should be delivered	No 1 Bank Street Pietermaritzburg 3201 Ground Floor, Tender Box			
Category (refer to annexure A)	General (CS)			
Sector	Public			
Region	KZN			
Compulsory Briefing Session/ site visit	A VIRTUAL BRIEFING SESSION IS COMPULSORY ON THE 09th OF SEPTEMBER 2024. BIDDERS MUST SEND THE EMAIL ADDRESS FOR LINK BEFORE THE 04th OF SEPTEMBER 2024 ON THE FOLLOWING EMAIL ADDRESS: - Kznsecuritytenders@sassa.gov.za			

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) SASSA					
BID NUMBER:	SASSA 06-24-CS-KZN	CLOSING DATE:	25 SEPTEMBER 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KWAZULU NATAL REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS- DURBAN DISTRICT OFFICE.				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr LG Shandu		CONTACT PERSON	Mr MM Mdlalose	
TELEPHONE NUMBER	033 846 9532		TELEPHONE NUMBER	033 846 3390	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	LuckyGS@sassa.gov.za		E-MAIL ADDRESS	Mbizenim@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:06-24-CS-KZN**

Closing Time: **11:00 AM**

Date: **25 September 2024**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
.....	.....	.....	R.....
-	Required by:	.....	.....
-	At:	.....	.....
-	Brand and model	.....	.....
-	Country of origin	.....	.....
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	.....	

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

***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 investigation and possible imposition of administrative penalties in terms of

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

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**

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	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:

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

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)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10			
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9			
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8			
B-BBEE Status Level 1 - 2 contributor	7			
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	5			
B-BBEE Status Level 3 - 4 contributor	3			
B-BBEE Status Level 5 - 8 contributor	2			
Others (Non-Compliant)	0			
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points. The highest points will be confirmed with the BBEE Certificate/Sworn Affidavit submitted by bidder/CIPC, etc. Bidders claiming points for disability must submit medical certificate issued by medical practitioner registered with Health Professions Council of South Africa (HPCSA). Medical certificate must have medical practitioner's HPCSA practice number and must be within a period of one (1) year of issue. SASSA will verify authenticity of the certificate.				

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 TO RENDER GUARDING
SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY
(SASSA) KWAZULU NATAL REGION FOR A PERIOD OF THIRTY-
SIX (36) MONTHS**

DURBAN DISTRICT OFFICES

ACRONYMS

B-BBEE	:	Broad Based Black Economic Empowerment
CSD	:	Central Suppliers Database
CIPC	:	Companies and Intellectual Property Commission
EME	:	Emerging Micro Enterprise
GCC	:	General Conditions of Contract
KZN	:	KwaZulu Natal
MISS	:	Minimum Information Security Standard
MPSS	:	Minimum Physical Security standards
PPPFA	:	Preferential Procurement Policy Framework Act
SAA	:	Social Assistance Act
SABS	:	South African Bureau of Standards
SANAS	:	South African National Accreditation System
SANS	:	South African National Standards
SAPS	:	South African Police Services
SASSA	:	South African Social Security Agency
SBD	:	Standard Bidding Documents
SCC	:	Special Conditions of Contract
SLA	:	Service Level Agreement
TOR	:	Terms Of Reference
SMME	:	Small Micro Medium Enterprise
SSA	:	State Security Agency
VAT	:	Value Added Tax

1. OBJECTIVE

- 1.1. The main objective is to invite bids from prospective service providers for the provision of guarding services for a period of thirty-six (36) months at SASSA Durban District Office, Local offices and Service Offices.

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 The SASSA KZN Region is currently structured as follows:
 - 2.3.1 Regional Office;
 - 2.3.2 District Offices;
 - 2.3.3 Local Offices;
 - 2.3.4 Records Management Center.

3. SCOPE OF WORK

- 3.1 The contract is for the supply of guarding services in all Offices within Durban District Office occupied/utilized by the South African Social Security Agency.
- 3.2 In terms of Control of Access to Public Premises and Vehicles Act 1985 (Act no 53 of 1985), the Minimum Physical Security Standards as well as Minimum Information Security Standard (MISS) all the Government institutions need to be protected on 24 hourly basis. Successful bidder must provide registered security officers that will render physical security services on a 24-hour basis for a fixed term of 36 months.

3.3 Security officers are expected to act as authorized officers in terms of the Control of Access to Public Premises and Vehicles Act 1985 (Act No. 53 of 1985) as amended and perform the following functions:

3.3.1 Control access to premises considering access control principles of identification, escort, authorization, recording and searching of personnel and vehicles.

3.3.2 Patrol of premises in ensuring protection of assets (personnel, property, visitors, beneficiaries and information).

3.3.3 Recording of all incidents in relevant registers.

3.3.4 Apply and enforce applicable SASSA policies, systems and procedures.

4. EXPECTED DELIVERABLES

4.1 It is expected that quantities as reflected on the **Schedule of Sites and Manpower** will be delivered during the period of contract. These quantities are given in good faith and without commitment from SASSA, **refer to the attached schedule of sites and security personnel per district (Annexure A).**

4.2 Bidder(s) are expected to have the following:

4.2.1 A fully functional control room and offices. The security control room must meet the following basic requirements:

- Operate 24 hours.
- Manned by trained control room operators – the level of training to be verified during site visits.
- Constructed with solid wall, concrete slab ceiling, have no windows, having air-conditioned and access to it controlled.
- Not shared with any other service provider.
- 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.
- ICASA radiation certificate for the radios.
- Firearms safe.

- Must meet applicable legal requirements and security industry best practices.

5. GENERAL DUTIES AND RESPONSIBILITIES OF THE BIDDER

- 5.1. To provide guarding services meant to protect SASSA assets including personnel, information and equipment against damage, theft and vandalism.
- 5.2. 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.
- 5.3. To protect employees, visitors and customers by preventing or minimizing the risk of injury including death.
- 5.4. To apprehend any suspicious person on the premises and to take action as mandated and required by the laws of the Republic of South Africa.
- 5.5. To report any suspicious action or unusual occurrence/incident to the South African Social Security Agency and the South African Police Services (SAPS).
- 5.6. Registered security officers must be supervised on a daily/nightly basis and be equipped to perform their duties as agreed upon.
- 5.7. To prevent and remove persons from illegal dumping, erecting of structures on and occupying premises under the control of SASSA.
- 5.8. To monitor security threats and risks within the SASSA's area of responsibility and provide an early warning to facilitate proactive interventions.
- 5.9. The bidder shall conduct business in a courteous and professional manner.
- 5.10. The bidder to provide necessary documentation as requested prior to the awarding of the contract.
- 5.11. The bidder must undertake to provide a certain and reasonable number of additional staff as required for the rendering of services at the sites during crisis situations as explained in detail in paragraph 12 and 13 below.

- 5.12. To maintain a 24/7 permanently manned functional office/control room for the duration of the contract to enable continuous communication with SASSA and the bidder's field staff.
- 5.13. The bidder must have a functional control room and offices not sharing with other companies. Equipped with electronic access control, cellular phones to make and receive calls, landline, access to email, and base radio for effective communication. Bidder without fully functional control room and offices in KZN must establish it within two months.

6. MANAGEMENT AND SUPERVISION

- 6.1. The bidder should make provision for the Operational Manager who shall exercise supervision of registered security officers and/or activities on behalf of the bidder. The Operational Manager shall be a competent and responsible individual who has a minimum of three (3) years' experience in carrying out security functions at management level. The Operational Manager must be in the employment of the main bidder or in the event where the Operational Manager is not in the current employment of the main bidder, the main bidder must submit CV and the letter of intent to employ the Operational Manager signed by the main bidder.
- 6.2. SASSA may delegate to any person any of its powers or functions in terms of this agreement and on receiving notice in writing of such delegation, the bidder shall recognize and obey the delegated person to whom any such powers or functions have been delegated.
- 6.3. The bidder shall exercise adequate supervision over the services at each facility and shall be represented by a representative having full power and authority on behalf of the Operational Manager. Such a representative shall be competent and responsible and shall have adequate experience in carrying out the security functions provided in terms of this agreement.
- 6.4. The bidder shall be required to carry out proper supervision of his own personnel by means of at least one visit in 24 hours by an off-site supervisor. The Operational Manager should visit each site twice per month, one of which should be after hours. These visits must be recorded in the monthly report. Details of

such visits shall be recorded in the occurrence book provided by the bidder and the pocketbooks of security personnel visited.

- 6.5. The bidder 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.

7. ADMINISTRATIVE INFRASTRUCTURE

- 7.1. The bidder 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-hour functional control room and offices.
- 7.2. The bidder must grant SASSA access to its premises at any time for infrastructure compliance inspection(s). These facilities must be acceptable for the running of a security business and be equipped with fully functioning equipment manned by skilled staff.

8. LEGAL REQUIREMENTS.

- 8.1. 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.
- 8.2. Bidder(s) shall comply, but not limited to, with the following relevant legislation:
- 8.2.1. Constitution of the Republic of South Africa (Act no 108 of 1996)
 - 8.2.2. The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);
 - 8.2.3. The Private Security Industry Regulations, 2002 dated 14 February 2002;
 - 8.2.4. Basic Condition Of Employment Act (Act no 75 of 1997)
 - 8.2.5. Labour Relations Acts (Act no 66 of 1995)
 - 8.2.6. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993);
 - 8.2.7. The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993;
 - 8.2.8. The Criminal Procedure Act, 1977 (Act no. 51 of 1977)

- 8.2.9. The Firearms Control Act, 2000 (Act no. 60 of 2000);
- 8.2.10. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
- 8.2.11. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);
- 8.2.12. National Treasury Implementation Guide – Preferential Procurement Regulations, 2022.

8.3. Should any of the above be amended or replaced, such replacement or amendment should be adhered to.

8.4. SASSA shall not tolerate any unfair labour practices that may 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 provider will continue to deploy alternative registered security officers.

9. CONFIDENTIALITY.

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

10. SECURITY PERSONNEL.

10.1. It is the responsibility of the bidder to ensure that security personnel in his employment meet the following requirements at all times:

- 10.1.1. Registered security officers must be able to read and write in English and have a minimum of Grade C PSIRA Certificate.
- 10.1.2. Supervisors must have Grade 12 and Grade B PSIRA Certificate.
- 10.1.3. Security officers must not be younger than 18 years of age.
- 10.1.4. Security officers must be prepared to work a maximum of 12-hour shifts.
- 10.1.5. Supervisors and security officers must have undergone and passed the formal registered security officers training.
- 10.1.6. Security officers must at all times present an acceptable image/appearance which implies inter alia that they may not sit, lounge about, smoke, eat or drink whilst attending to people.

10.1.7. Supervisors and security officers must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply *inter alia* that there shall be no unnecessary arguments with visitors, personnel or discourteous behavior towards them.

11. WORKING HOURS AND RATES

- 11.1. Guarding services shall be provided twenty-four hours and seven days a week.
- 11.2. Bidder to apply and remunerate registered security officers in accordance with standards rates as prescribed by the Private Security Industry Regulatory Authority.

12. ADDITIONAL / ADHOC GUARDING SERVICES

- 12.1. Due to security operational requirements within SASSA KZN, additional guarding services may periodically be required on an *ad hoc* basis such as during SASSA KZN events etc.
- 12.2. Requests for additional guarding services shall be handled as follows:
 - 12.2.1. SASSA KZN shall in advance request confirmation from the contracted bidder to establish its capacity and ability to render the required additional services at the time that the service is needed. The contracted bidder shall be expected to have the capacity to provide *ad hoc* / additional guarding services.
 - 12.2.2. The bidder's confirmation shall also include a detailed plan and dedicated team with a Manager when necessary.
 - 12.2.3. The contracted bidder shall provide SASSA with a quotation for the required *ad hoc* services.
 - 12.2.4. SASSA shall assess the bidder's confirmation for the rendering of additional guarding services before acceptance.
 - 12.2.5. SASSA shall have the right to procure alternative bidder in cases where the contracted bidder:
 - 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.

12.2.6 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.

12.2.7 The security officers provided for the ad hoc services/event must be subjected to security screening at the cost of the company as may be required.

13. TRAINING OF SECURITY PERSONNEL

- 13.1. The bidder shall, before the effective date of the contract, provide proof PSIRA of certificates of all security personnel that will be utilized on this contract, as Grade A, B, and C.
- 13.2. SASSA shall conduct random competency tests/inspections of the bidder's security personnel.
- 13.3. The bidder's personnel shall, after completion of their training, have expertise to execute their functions effectively, in particular regarding but not limited to the execution of their functions, including the legal aspects thereof.
- 13.4. Bidders must provide training to their personnel before the commencement date to ensure that the personnel will immediately be qualified to perform their services to the level of professional efficiency required by SASSA.
- 13.5. Bidders must provide an annual security refresher course and proof.
- 13.6. The bidder shall be responsible for all costs incurred in the training of security personnel.

14. BIDDER(S)'S OBLIGATIONS

- 14.1. To ensure that all staff working under this contract are in good health and pose no risk to any SASSA employee and clients/contractors.
- 14.2. To comply with SASSA security and emergency policies.

- 14.3. To ensure that SASSA is informed of any removal or replacement of registered security officers.
- 14.4. To have the required number of registered security officers available to render a service to the Agency during any crisis or adhoc situations.
- 14.5. To pay all registered security officers employed by the bidder the minimum wage according to the applicable sectoral determination (PSIRA).
- 14.6. Bidders must use branded vehicles when conducting site inspections.
- 14.7. Ensure that all registered security officers under this contract are provided with uniforms which state the name of the company, 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. The uniform provided to security officers should comprise / consist of the following but not limited to:
 - 14.7.1. Male Registered security officers:
 - Baton, Jacket, Jersey, formal trousers, shirt, formal shoes, rain suite, tie, handcuffs with keys and company name tag.
 - 14.7.2. Female Registered security officers
 - Baton, blouse/shirt, jacket, jersey, shoes, skirt/trousers, stockings, rain suite, tie/cravat, handcuffs with keys and company name tag.
- 14.8. The bidder must provide a contingency plan which will cater for the strikes/unrests or any unplanned eventuality that has the potential to disrupt services to the Agency.
- 14.9. The bidder must agree to personnel suitability checks by the State Security Agency (SSA) on the company and all directors of the company or members of the close corporation prior to the signing of the contract.
- 14.10. The bidder must submit personally suitability checks of their security guards at their own expense.
- 14.11. The bidder should provide all equipment but not limited to the following:
 - 14.11.1. Occurrence Book and other relevant security registers.
 - 14.11.2. Fully operational radios, or cellphones that can make and receive calls,
 - 14.11.3. Fully operational torches,
 - 14.11.4. Panic buttons.

- 14.11.5. Pocket Book.
 - 14.11.6. PSIRA Identification Cards.
 - 14.11.7. Company identification card
 - 14.11.8. Pens.
 - 14.11.9. Handcuffs and keys.
 - 14.11.10. Functional Handheld metal detectors.
 - 14.11.11. Guard patrol/monitoring system with a capacity to produce print out on request
 - 14.11.12. Pepper/gun spray.
- 14.12. The bidder(s) shall acquaint her/himself 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.
- 14.13. The bidder(s) must pay remuneration to each of their employees as per the regulated sectorial determination.
- 14.14. 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 and insurance premiums.
- 14.15. The bidder(s) shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognized authority in respect of security personnel provided or as a result of the security personnel being provided by the bidder(s) in terms of this agreement and shall on request furnish sufficient documentary proof to SASSA that these payments have in fact been made, e.g. Provident fund, UIF etc.

15. PENALTIES

Absence of the following will be dealt with as follows in terms of clause 22 of General Condition of the contract:

ITEM	PENALTY
Unavailability of functional two-way/Hand-held radio	Two Hundred and Fifty Rands (R 250) per shift per site.
Unavailability of two functional torches/flashlight	Two Hundred and Fifty Rands (R 250) per shift.
Unavailability of functional and mounted Guard patrol/monitoring system	One Thousand Rands (R 1 000) per site
Unavailability of Panic Button(s)	One Thousand Rands (R 1 000) per shift per site
Unavailability of functional Handheld metal detectors	Two Hundred and Fifty Rands (R 250) per shift per site.
Unavailability of Standard Operating Procedure on Site	One Hundred Rand (R 100) per shift.
Unavailability of Uniform per item	Two Hundred and Fifty Rands (R 250) per item per shift.
Unavailability of Occurrence Book	Five Hundred Rands (R 500) per shift.
Unavailability of Pocket Book	One Hundred and Fifty Rands (R 150) per person per shift.
Unavailability of Pens	Fifty Rands (R 50) per person per shift.
Unavailability of Handcuffs and keys	Two Hundred and Fifty Rands (R 250) per shift.
Sleeping on duty	One Thousand Rands (R 1000) per person per shift.
Under the influence of alcohol and drugs	One Thousand Rands (R 1000) per person per shift and immediately removal.
Late posting	Five Hundred Rands (R 500) per cost per hour.
Short posting	One Thousand Five Hundred Rands (R 1500) per person per shift.
Desertion of post	One Thousand Five Hundred Rands (R 1500) per person per shift.

ITEM	PENALTY
Falsification of entries into the occurrence book	Five Hundred Rands (R 500) per page on which faults were found. Removal of the Security Officer involved disciplinary action.
Failure to report incident	Five Hundred Rands (R 500) Per shift
Monthly report not received within 05 working days	One Thousand Rands (R 1000) per company report
Unavailability of Supervisory visit	One Thousand Five Hundred Rands (R 1500) per site.
Unavailability of Management visit	One Thousand Five Hundred Rands (R 1500) per site.
Unavailability of security refresher course (s)	Five Hundred Rands (R 500) per site.
Unauthorized disclosure of information	One Thousand Five Hundred Rands (R1 500) Proof of Disciplinary action
Late/non-payment of salaries	One Thousand Rands (R 1000) per security officer not paid
Expired PSIRA identification cards/certificate	Five Hundred Rands (R 500) per security officer.
Unavailability of functional cellphone including of making calls	Two Hundred and Fifty Rands (R250) per site
Unavailability of functional Pepper/gun spray	Two Hundred and Fifty Rands (R250) per security officer
Inability to provide proof of established functional control room and offices in KZN within a period of 2 (two) months.	Termination of the contract as per the SLA

16. BID CONDITIONS

- 16.1. SASSA reserves the right to award the bid to one or more service providers.
- 16.2. SASSA reserves the right to award the bid in whole or only partial.
- 16.3. Bidders are expected to submit proposals and security specifications as reflected in the bid document.
- 16.4. The bidder 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 within a reasonable time before the start of the proceedings that the presence of the bidder(s)'s personnel is required by SASSA.
- 16.5. The contract shall be terminated immediately should the successful bidder(s) no longer qualifies as a service provider in terms of the PSIRA Act, 2001 (Act 56 of 2001).
- 16.6. 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 which are related to the contract.
- 16.7. The Agency may in certain instances require an increase or decrease in the number of security personnel at a service station/office. The number of security officers may be scaled down due to the fact that SASSA is gearing towards the implementation of digital/electronic security systems in identified offices/areas. The scaling down of the number of security officers will be implemented in phases commencing at any time during the course of the contract. The Agency will, prior to effecting such a decrease or increase notify the service provider in writing.
- 16.8. Should SASSA property or any part(s) of SASSA property be damaged or destroyed, SASSA will, in its discretion determine which part(s) of the property no longer be bound by the stipulations of this agreement and no claim for indemnification in favor of one party against the other shall result from there. In respect of the remaining part(s) of the premises, which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be

reduced with a relevant sum as mutually agreed to, as of date of such change. If the damaged property is repaired, SASSA can request the service provider to resume the guarding services. SASSA will provide the service provider with one month's prior notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

- 16.9. SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.
- 16.10. The bidder(s) undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as is practically possible before the commencement of this agreement.
- 16.11. No security personnel provided by the bidder(s) shall comment to the press or any other public communications media upon the business of SASSA.
- 16.12. The bidder(s) shall notify SASSA in writing of any change of address within five days hereof.
- 16.13. The personnel provided in terms of this agreement shall report for duty at those points indicated by SASSA. These points of reporting may vary from time to time according to the operational requirements of SASSA.
- 16.14. The bidder(s) shall provide SASSA with daily posting sheets immediately when required by SASSA.
- 16.15. The bidder(s) shall be responsible for all costs incurred in the transport, deployment and posting of security personnel.
- 16.16. Training, vetting, criminal checks, issuing of uniform and equipment, standing operating procedures must be completed ten working days before the commencement of the contract.
- 16.17. SASSA reserves the right to inspect the services rendered by the bidder(s) at any time to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 16.18. The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.

- 16.19. The bidder(s) shall take all possible steps to ensure that the contract and the intended execution take place.
- 16.20. SASSA reserves the right to conduct security background checks in respect of the recommended bidder and its directors or members as well as registered security officers by the State Security Agency (SSA). Appointment of successful bidder will be subject to positive background checks.
- 16.21. The bidder must keep available for inspection, at headquarters, personnel files as well as all appropriate documents of all security personnel in his service.
- 16.22. Any bidder(s) who misrepresents itself in the bidding documents shall be disqualified and blacklisted in terms of relevant/applicable National Treasury Practice Note(s).
- 16.23. Price Adjustments will only be reviewed when proof of an increase from PSIRA and any other recognized or legal structure is presented 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 issued circulars/sectorial determinations. The bidders are encouraged to submit written requests immediately after such pronouncement in order to enable SASSA to process such requests.
- 16.24. The successful bidder(s) will enter into a Service Level Agreement (SLA) with SASSA.
- 16.25. Bidder should attach proof of footprint (Functional control room and office) in the province which may include valid lease agreement(s)/title deed(s) in respect of functional control room and office.
- 16.26. Bidders who do not have footprint / who are unable to provide proof hereof will be expected to establish offices in the region, within a period of 2 (two) months and the project plan should be attached with the bid proposal for the acquisition of functional control room and office within KZN region and a letter of intent from the potential landlord to lease the office space.
- 16.27. In the event that the bidder fails to establish a functional control room and office in KZN region within the required period and to produce the proof connected herewith, the Agency will have no other option but to implement penalties as per the SLA which may lead to the termination of contract. SASSA will in the third month of the

contract visit the established offices/facilities of the appointed bidder(s) to confirm the existence or presence of the company.

17. PUBLIC LIABILITY

- 17.1. The bidder indemnifies SASSA from any claim from a third party and all costs or legal expenses regarding 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.
- 17.2. The bidder 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.
- 17.3. 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.
- 17.4. 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 at will and the costs will be recovered from the bidder(s).

18. EVALUATION OF PROPOSALS

The proposals will be evaluated in line with the following criteria:

18.1. STAGE ONE

- 18.1.1. Phase one - Special conditions
- 18.1.2. Phase two - PSIRA pricing structures mandatory
- 18.1.3. Phase three - Administrative compliance

18.2. STAGE TWO

18.2.1 Phase One – Technical/Functionality Evaluation

18.2.2 Phase Two - Site inspection

18.2.3 Phase Three – Price Preference

STAGE ONE

18.1.1 Phase 1 - Special Conditions

Bidders must comply with the following mandatory requirements.

- 18.1.1.1 There will be a compulsory briefing session to be held as per the date and time specified in the invitation to bid. Attendance of briefing session is compulsory (bidders are expected to provide names and email addresses of the representative to attend briefing session).
- 18.1.1.2 Proposals must be submitted in line with all attached annexures (A, B and C).
- 18.1.1.3 Bidders must submit reference letter/s (a letter written and issued by bidder's client confirming the past provision of guarding services), specifying the service performed within a 5 - years period from the closing date of the bid, supported by the copy of a purchase order/award letter per project for the provision of guarding services with the minimum value of Ten Million Rands (R 10 000 000) per purchase order/award letter per project. Reference letter/s less than Ten Million Rands (R 10 000 000) will not be considered.
- 18.1.1.4 Reference letter/s must be in the company/organisation's (Bidders client) letterhead with the following information.
 - The name of the company/organisation serviced,
 - Name and surname of the contact person.
 - Contact details of the contact person (Telephone numbers and email address)
 - Start and end date of service.
 - Monetary value for each service provided.
 - Must be signed off by the bidder's client.

- 18.1.1.5 Bidder should attach proof of footprint (Functional control room and office) in the province which may include valid lease agreement(s)/title deed(s) in respect of functional control room and office.
- 18.1.1.6 Bidders who do not meet bid conditions in paragraph 18.1.1.5 will be expected to establish offices in the province within a period of 2 (two) months. The project plan should be submitted for the establishment of functional control room and office within KZN province.
- 18.1.1.7 The bidder should make provision for the Operational Manager who shall exercise supervision of registered security officers and/or activities on behalf of the bidder. The Operational Manager shall be a competent and responsible individual who has a minimum of three (3) years' experience in carrying out security functions at management level in the current employment of the bidder. Provide CV for the Operational Manager or in the event where the Operational Manager is not in the current employment of the bidder, the bidder must submit CV and the letter of intent to employ the Operational Manager signed by the bidder.
- 18.1.1.8 Certified copy of company registration with PSIRA for the company.
- 18.1.1.9 Company directors' certified copy of PSIRA registration certificate for the company.
- 18.1.1.10 PSIRA letter of good standing not older than 3 months for the company.
- 18.1.1.11 Public Liability insurance with Ten Million Rands (R 10 000 000) cover or a letter from the insurer indicating intention to take up the cover for the company.

Failure to comply with the above mandatory requirements will lead to disqualification of the bid.

18.1.2 Phase Two - PSIRA Pricing Structures Mandatory

Failure to comply with the following mandatory requirements will lead to disqualification of the bid:

- 18.1.2.1. SASSA will consider PSIRA pricing structures. Therefore, bidder(s) must not deviate from the applicable PSIRA Illustrative pricing structures/guidelines by quoting below the current year (2024) PSIRA illustrative pricing structure (A+B).

18.1.3 Phase three - Administrative Compliance

Failure to submit the below documents may lead to disqualification of the bid.

Administrative Compliance Requirement	Complaint	Non-compliant
Proof of CSD registration from National Treasury.		
Tax compliant status (Tax Pin Letter/CSD MAAA)		
Certified copy of original Identity Document of each director as per (CIPC) (certified within 6 months). (A copy of a certified copy will not be accepted).		
Fully completed and signed SBD forms by the bidder(s). • SBD 1, • SBD 3.1, • SBD 4, • SBD 6.1		
Valid certified copy of UIF certificate or letter of good standing for the company		
Valid Certified copy of COIDA certificate or letter of good standing for the company		
NB: The validity period of all certified copies of documents must be within six (6) months from the date of issue.		

STAGE TWO

18.2.1 Phase One – Technical/Functionality Evaluation

NB: Bidders must obtain a minimum of 70 points on technical evaluation to qualify for further evaluation onsite inspection and Price Preference.

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

EVALUATION CRITERIA	WEIGHT	
Experience in the security industry	40	
18.2.1.1. Bidders must submit reference letter/s (a letter written and issued by bidder’s client confirming the past provision of guarding services), specifying the service performed within a 5 - year period from the closing date of the bid, supported by the copy of a purchase order/award letter per project for the provision of guarding services with the minimum value of Ten Million Rands (R 10 000 000) per purchase order/award letter per project. Reference letter/s less than Ten Million Rands (R 10 000 000) will not be considered.		
18.2.1.2. Reference letter/s must be in the company/organisation’s (Bidders client) letterhead with the following information.		
• The name of the company/organisation serviced, • Name and surname of the contact person. • Contact details of the contact person (Telephone numbers and email address) • Start and end date of service. • Monetary value for each service provided. • Must be signed off by the bidder’s client.		
Reference letter/s not supported by purchase orders/award letter per project will not be considered.		
(a) Experience: Values of the highest projects not older than five (5) years		
Values of Contracts	Score	20
R 10 000 000	1	
R 10 000 001 – R 25 000 000	2	
R 25 000 001 – R 40 000 000	3	
R 40 000 001 – R 55 000 000	4	
R 55 000 001 and above	5	

EVALUATION CRITERIA		WEIGHT
(b) Experience: Number of projects in the industry not older than five (5) years		
Bidders must submit reference letter/s (a letter written and issued by bidder's client confirming the past provision of guarding services), specifying the service performed within a 5 - year period from the closing date of the bid, supported by the copy of a purchase order/award letter per project for the provision of guarding services with the minimum value of Ten Million Rands (R 10 000 000) per purchase order/award letter per project. Reference letter/s less than Ten Million Rands (R 10 000 000) will not be considered.		
Reference letter/s must be in the company/organisation's (Bidders client) letterhead with the following information.		
- The name of the company/organisation serviced, - Name and surname of the contact person. - Contact details of the contact person (Telephone numbers and email address) - Start and end date of service. - Monetary value for each service provided. - Must be signed off by the bidder's client.		
Number of Contracts	Score	20
1 to 2 projects	1	
3 to 4 projects	2	
5 to 6 projects	3	
7 to 8 projects	4	
9 and more projects	5	
Comprehensive Project Implementation Plan		60
The Comprehensive Project Implementation Plan must cover the following:		25
(a) Deployment Plan: detailing but not limited to takeover activities, orientation, induction, recruitment, listing the project management team and relevant qualification of experience of members, handing over at exit stage and the time frames related to each activity.		

EVALUATION CRITERIA	WEIGHT
(b) Contingency: further outlining what the service provider will do in crisis situations including but not limited to staff shortages, strikes, shortage of equipment, and adhoc arrangements etc. bidder should refrain from providing emergency management procedures.	15
(c) Occupational Health and Safety Plan; outlining what the service provider will do to manage health and safety related matters as provided for in the relevant prescripts including but not limited to appointment of OHS representatives, incident management, incident investigations.	10
(d) Training Plan: explaining specific target areas, intended audience and period.	10
TOTAL	100

18.2.2. Phase two - Site Inspection

18.2.2.1. SASSA will conduct site inspection of the fully functional security control room at the bidder(s) premises as part of the evaluation process. Bidders must complete the attached Infrastructure Compliance Inspections Checklist in order to confirm the existence of the infrastructure in line with the Infrastructure Capacity Checklist as provided (**Annexure C**).

Infrastructure Compliance Inspections will be conducted on **the recommended bidder(s)** before the award of the contract. Details of the fully functional security control room must be provided i.e physical address.

18.2.2.2. The security control room must comply with the following basic requirements:

- Operate 24 hours.
- Manned by trained control room operators – the level of training to be verified during site visits.
- Constructed with solid wall, concrete slab ceiling, have no windows, having air conditioner and access to it controlled.
- Not shared with any other service provider.

- 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.
- ICASA radiation certificate for the radios.
- Firearms safe.
- Must meet applicable legal requirements and security industry best practices.

Failure to meet any three (3) items of the above mandatory requirements will lead to disqualification of the bid.

18.2.3. Phase three – Price and Preference Points System (90/10)

Price and Preference Points	100
Price	90
BBBEE Status Level of Contribution (specific goal)	10

Points awarded for B-BBEE Status Level of Contribution (specific goal)

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof / documentation stated in the conditions of this tender:

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
B-BBEE Status Level 1-2 contributor with at least 51% black women ownership	10	
B-BBEE Status Level 3-4 contributor with at least 51% women ownership	9	
B-BBEE Status Level 1-2 contributor with at least 51% black youth or disable ownership	8	
B-BBEE Status Level 1-2 contributor	7	
B-BBEE Status Level 3-8 contributor with at least 51% youth or disable ownership	5	
B-BBEE Status Level 3-4 contributor	3	
B-BBEE Status Level 5-8 contributor	2	
Others (Non-Compliant)	0	

Returnable documents to claim points		Please tick below for the attached document
1	B-BBEE Certificate	
2	Sworn Affidavit (EME or QSE)	
3	CSD registration number	

NB: Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Sworn Affidavit signed by Emerging Micro Enterprise (EME) representative and attested by the Commissioner of Oaths, or CIPC BBBEE Certificate.

Failure to submit a certificate from accredited verification agency or sworn affidavit or CIPC BBBEE Certificate substantiating the BBBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.

19. BID AWARD AND CONTRACT

- 19.1. The contract will be concluded between SASSA and the successful bidder(s).
- 19.2. The contract period is from the date determined in the award letter and contract notwithstanding the date of signing the contract.
- 19.3. SASSA reserves the right to award the bid to one or more bidder(s).

20. ANTI BRIBERY AND CORRUPTION CLAUSES

- 20.1. The bidder represents that it is familiar with (i) the South African Prevention and Combatting of Corrupt Activities Act, Act 12 of 2004, and (ii) other public and commercial anti-bribery laws which may apply ("**Anti-Bribery Laws**").
- 20.2. The bidder represents that this tender process will be done in compliance with the Anti-Bribery Laws.
- 20.3. The bidder warrants that it and its affiliates have not made, offered, or authorized and will not make, offer or authorize with respect to the matters which are the subject of this tender, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any officer or employee of SASSA or any public official (i.e. any person holding a legislative, administrative or judicial enterprise) office, including any person employed by or acting on behalf of a public agency, or a public or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.
- 20.4. The bidder shall not make any payment (facilitation payment) to any employee of SASSA to solicit a pre-determined outcome on a procurement matter or to speed up an administration process in the realization of a pre-determined outcome.
- 20.5. The bidder represents that, to the best of its knowledge and belief, and save as disclosed to SASSA, neither it nor any of its personnel have been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved

in an investigation (as a witness or suspect) in relation to any breach of the Anti-Bribery Laws by any law enforcement, regulatory or other government agency or any customer or supplier; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any breach of the Anti-Bribery Laws, or been debarred from bidding for any contract or business; or are public officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of the company. The bidder agrees that if, at any time, it becomes aware that any of the representations set out in this clause are no longer correct, it will notify SASSA of this immediately in writing.

20.6. Any breach of or failure to comply with the provisions of this clause shall be deemed material and shall entitle SASSA to disqualify the bidder.

21. SECURITY CONTRACT PERIOD

The security management unit at SASSA KZN region will be responsible for overseeing the security contract. The successful bidder(s) will be expected to provide guarding services for a period of thirty-six (36) months, from the date of the contract.

22. SECURITY CONTRACT ARRANGEMENTS

The Security Management Unit at the Region will be responsible for the overseeing and management of security contract.

Bids should be submitted/deposited at the tender box

KwaZulu Natal Regional Office
Reception area (Ground Floor)
NO.1 Bank Street
Pietermaritzburg
3201

The following officials can be contacted in respect of bid enquiries, from the date of advert until ten (10) days before the bid closing date.

a) Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
KwaZulu Natal	033 846 3390	Mr. MR Mdlalose	mbizenim@sassa.gov.za

b) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
KwaZulu Natal	033 846 9532	Mr. LG Shandu	Luckygs@sassa.gov.za



ANNEXURE A

PRICING SCHEDULE



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at the right time and place. NJALO!*]

South African Social Security Agency
KwaZulu-Natal Region

s1 Bank Street • Pietermaritzburg 3201
Private Bag x9146 • Pietermaritzburg 3200
Tel: +27 33 384 3300 • Fax: +27 33 846 9595/6
www.sassa.gov.za

Name of Region		DURBAN DISTRICT		KZN REGIONAL OFFICE			
Service Description							
Tender no.							
				Grade C Rate (Area 1 & Area 3)			
Name of Office	Mon - Friday Grade C				Saturday, Sunday /Public Holiday Grade C		Total Amount per office
	Day	Night	Day	Night	Day	Night	
	Number of Guards	Amount	Number of Guards	Amount	Number of Guards	Amount	
Unit Price Per guard (Area 1 & 2)							
Unit Price Per guard (Area 3)							
DURBAN LOCAL	4	2			2	1	
DURBAN DISTRICT	3	2			2	1	
PINETOWN	3	2			2	2	
KWAMASHU	4	2			2	1	
CHESTERVILLE	2	2			2	2	
UMLAZI	2	2			2	1	
LAMONTVILLE	2	2			2	2	
HAMMERSDALE	4	2			2	2	
PHOENIX	4	2			2	2	
INANDA LOCAL OFFICE	3	3			2	2	
PROPHET ISIAH SHEMBE	2	2			2	2	
ARCHIE GUMEDE	4	2			2	2	
WENTWORTH	2	2			2	2	
CHATSWORTH	3	2			2	2	
INSIMBINI (Area 3)	2	2			2	2	
KWADUKUZA (Area 3)	3	2			2	2	
UMBUMBULU (Area 3)	2	2			2	2	
MAPHUMULO (Area 3)	2	2			2	2	
NDWEDWE (Area 3)	3	2			2	2	
MANDENI (Area 3)	2	2			2	2	
UMNINI (Area 3)	2	2			2	2	
BHAMSHELA (Area 3)	2	2			2	2	
Total number of Guards	60	45			44	40	
Overhead Cost							

DURBAN DISTRICT OFFICE SECURITY SPEC SUMMARY 2024						
Name of Office	Monday - Friday		Saturday/Sunday / Public Holiday			Total Amount per District
	Grade C		Grade C			
	Day	Night	Day	Night		
	Number of Guards	Number of Guards	Number of Guards	Number of Guards		
DBN District	60	45	44		40	
Total	60	45	44		40	
Total Direct Cost						
Total Overheards cost						
Total Bid Price Per Month Vat Inclusive						
TOTAL BID PRICE FOR 36 MONTHS VAT INCLUSIVE. This bid price must be transferred to SBD 3.1 form						



ANNEXURE B

CURRENT AND PAST CONTRACTS



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South African Social Security Agency
KwaZulu-Natal Region

s1 Bank Street • Pietermaritzburg 3201
Private Bag x9146 • Pietermaritzburg 3200
Tel: +27 33 384 3300 • Fax: +27 33 846 3595/6
www.sassa.gov.za

CURRENT AND PAST CONTRACTS (CLIENT BASE)

A list of current and past contracts which are relevant to the service required in the bid specifications must be attached to the bid proposal. The following template must be used and must be completed in full. Experience history listed below must be supported by the reference letter from the client where the services was rendered. Failure to attach reference letter may result in the experience listed below not to be considered. Indicate all the current and past contracts in the table below and ONLY those relevant to the security services required in the bid specifications. Only the relevant experience shall be considered for bid evaluation purposes.

Name of client / organization where contract is being executed/was executed	Contract period (indicate start and end dates) e.g. 1 April 2011 to 31 March 2012	Is the contract Current or Past? (please indicate accordingly)	Nature of services provided (security services)	Contact persons and telephone numbers of your client	Number of security officers per contract	Total Cost of the Contract
<u>Example:</u> South African Social Security Agency	1 March 2012 to 31 July 2013	Current	Cleaning and sanitation	Mr Alan Pillay 033 848 3321	180	R3 200 000.00

NB: SASSA shall verify the contents of this list directly with the bidders’ clients. Bidders are required to complete this table in full as it shall be used to evaluate bidders experience and capability together with reference letters. UNCONTACTABLE REFERENCES WILL INVALIDATE THE RELEVANT EXPERIENCE



ANNEXURE C

INFRASTRUCTURE CAPACITY

CHECKLIST



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South African Social Security Agency
KwaZulu-Natal Region

s1 Bank Street • Pietermaritzburg 3201
Private Bag x9146 • Pietermaritzburg 3200
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www.sassa.gov.za

Annexure C

CONFIDENTIAL

SECTION A: PARTICULARS OF THE BIDDER

NAME OF SERVICE PROVIDER: _____

PHYSICAL ADDRESS OF FACILITY TO BE INSPECTED:

SECTION B

INFRASTRUCTURE REQUIREMENTS – TO BE FULLY COMPLETED BY THE BIDDER

CONTROL ROOM REQUIREMENTS:

IDENTIFIED AREA OF NEED/REQUIREMENT(S)	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 Book 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 room wall		



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at the right time and place. NTA 111*

South African Social Security Agency
SASSA House

501 Ficksburg Building
Off Steve Biko and Pretorius Street, Soweto
Private Bag X85592 • Pretoria 0001
Tel: +27 12 409 2507
www.sassa.gov.za

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IDENTIFIED AREA OF NEED/REQUIREMENT(S)	YES	NO
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		
Fire Extinguisher(s) available		
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, etc.		

CONFIRMATION BY SERVICE PROVIDER REPRESENTATIVE

FULL NAMES: _____

SIGNATURE: _____

DATE: _____



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at the right time and place. N/11/11*

South African Social Security Agency
SASSA House

561 Pretoria Building
One Slope Side and Pretorius Street Arcadia
Private Bag X55602 • Pretoria 0083
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www.sassa.gov.za

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

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)
34. Prohibition of restrictive practices

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

- 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.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 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.
- 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

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 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.
- 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.
- 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.
- 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.

6. Patent rights

- 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.

7. Performance security

- 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.
- 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.

- | | |
|---|---|
| 16. Payment | 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| | 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. |
| | 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. |
| | 16.4 Payment will be made in Rand unless otherwise stipulated in SCC. |
| 17. Prices | 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. |
| 18. Contract amendments | 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. |
| 19. Assignment | 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. |
| 20. Subcontracts | 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. |
| 21. Delays in the supplier's performance | 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. |
| | 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. |
| | 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. |
| | 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.

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.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)