

SASSA: 10-21-CS-NC

INVITATION TO BID

SASSA:10-21-CS-NC APPOINTMENT OF A SERVICE PROVIDER(S) TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) NORTHERN CAPE, FOR A PERIOD OF THIRTY SIX (36) MONTHS

THERE WILL BE NO BRIEFING SESSION

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**: SASSA Northern Cape Regional Office
95 – 97 Du Toit Span Building, Ground Floor
Kimberley
8301**

**CLOSING DATE : 29 June 2021
TIME : 11:00 am**

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

**CONTACT PERSON : Mr Nkosiyapha Kala
CONTACT NUMBER : 053 8024933**

SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

**CONTACT PERSON : MR KAGISHO TSOMAGAE
CONTACT NUMBER : 053 802 4915**

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

South African Social Security Agency
Northern Cape Region

SASSA REGIONAL OFFICE • 95-97 Du Toitspan Road
Kimberley 8301
Private Bag X6011 • Kimberley 8300
Tel: +27 53 802 7700 • Fax: +27 53 802 7728

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA:10-21-CS-NC	CLOSING DATE:	29-06-2021	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER(S) TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) NORTHERN CAPE, FOR A PERIOD OF THIRTY SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
95 – 97 DU TOIT SPAN BUILDING, GROUND FLOOR, KIMBERLEY, 8301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Kagisho Tsomagae		CONTACT PERSON	Mr Nkosiyapha Kala	
TELEPHONE NUMBER	053 802 4915		TELEPHONE NUMBER	053 802 4993	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Kagishot@sassa.gov.za		E-MAIL ADDRESS	Isaack@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: 10-21-CS-NC.....
Closing Time 11:00	Closing date 29-JUNE 2021

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

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

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

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

*Delete if not applicable

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or

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(e) Parliament.

*Shareholder means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with YES / NO

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the evaluation and or adjudication of this bid?
 2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, YES/NO
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

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4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 Preference point system shall be applicable; or
- b) 90/10 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

Page 2 of 5

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- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = ...(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
 ii) The name of the sub-contractor.....
 iii) The B-BBEE status level of the sub-contractor.....
 iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
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Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

Page 4 of 5

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- 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
---	---

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

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4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

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SOUTH AFRICAN SOCIAL SECURITY AGENCY-

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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SBD 9

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

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10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



TERMS OF REFERENCE:

**APPOINTMENT OF A SERVICE PROVIDER(S) TO RENDER GUARDING
SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA)
NORTHERN CAPE, FOR A PERIOD OF THIRTY SIX (36) MONTHS**

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 Regional, District, Local office, and Records Management Centre.
- 1.2. **Pre-qualification criteria**
 - This bid is subject to a prequalification criteria. In order to qualify for this bid, the tender, bidder(s) must be BBBEE status level of contributor 2 or higher and must subcontract a minimum of 30% and a maximum of 50% of the total value of the contract in the Northern Cape Region to the EME's or QSE's as per paragraph 19.5.1.
 - Failure to comply with the special condition will render the bid non responsive and disqualify the bid.

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 Northern Cape Region is currently structured as follows:
 - 2.3.1 Regional Office;
 - 2.3.2 5 x District Offices;
 - 2.3.3 48 x Local Offices; and
 - 2.3.4 Records Management Centre.

3. SCOPE OF WORK

- 3.1 The contract is for the supply of guarding services in all offices occupied 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(s) must provide security officers that will render guarding services as reflected in annexure A 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 taking into account 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.
- 3.4 Bidder(s) are expected to submit proposals and security specifications as reflected in the Bid document.

4. QUANTITIES AND 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 the contract. These quantities are given in good faith and without commitment from the South African Social Security Agency. SASSA Reserve the right to add or reduce the number of guards during the tender process or during the contract period. **Refer to the Attached Schedule of Sites and Manpower per Region (Annexure A)**
- 4.2 Bidder(s) should provide the following in their bid documents:
- 4.2.1 Details of the fully functional security control room. The security control room must meet the following basic requirements:
 - 4.2.1.1. Operate 24 hours;
 - 4.2.1.2. Manned by trained control room operators – the level of training to be verified during site visits;
 - 4.2.1.3. Constructed with double brick wall, concrete slab ceiling, have no windows, having air conditioner and access to it controlled;
 - 4.2.1.4. Not shared with any other service provider;
 - 4.2.1.5. Equipped with base radio, telephone, first aid kit, fire extinguisher, occurrence book/incident register, operating manuals for all equipment in the control room, duty rosters for registered security officers and employee database;
 - 4.2.1.6. ICASA radiation certificate for the radios;
 - 4.2.1.7. Firearms safe;
 - 4.2.1.8. Must meet applicable legal requirements and security industry best practices.

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

- 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. 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(s) shall conduct business in a courteous and professional manner.
- 5.10. The bidder(s) to provide necessary documentation as requested prior to the awarding of the contract.
- 5.11. The bidder(s) 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.
- 5.12. To maintain a 24/7 permanently manned office/control room for the duration of the contract to enable continuous communication with SASSA and the bidder(s)'s field staff. The bidder(s) must have a functional control room, with base radio and telephones/ cellular phones for effective communication.

6. MANAGEMENT AND SUPERVISION

- 6.1. The bidder(s) should make provision for the Operational Manager who shall exercise supervision of security officers and/or activities on behalf of the bidder(s). The Operational Manager shall be a competent and responsible individual who has three (3) years' experience in carrying out security functions at management level. SASSA shall be notified in writing of the appointment of the Operational Manager.
- 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(s) shall recognize and obey the delegated person to whom any such powers or functions have been delegated.

- 6.3. The bidder(s) 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 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(s) shall be required to carry out proper supervision of his own personnel by means of at least two visits by an off-site supervisor per shift. The Operational Manager should visit each District at least once a quarter. Details of such visits shall be recorded in the occurrence book and the pocket books of security personnel visited.
- 6.5. The bidder(s) 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(s) should demonstrate the capacity to have the administrative and management infrastructure to manage the contract at the time of commencement of the contract. Such administrative and management infrastructure must include but not limited to clearly marked vehicles, immovable office structure, personnel, 24 hours functional control room.
- 7.2. The bidder(s) should 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. PLACE (S) OF DELIVERY.

- 8.1. Bidder(s) to submit bids for all the offices in Northern Cape Region as per the attached Annexure (**Annexure A**). Bidder(s) must be in a position to provide services within the geographical borders of SASSA Northern Cape area of responsibility.

9. LEGAL REQUIREMENTS.

- 9.1. The contract shall in all respects be constructed 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.
- 9.2. Bidder(s) must comply, but not limited to, with the following relevant legislation:
 - 9.2.1. The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);
 - 9.2.2. The Private Security Industry Regulations, 2002 dated 14 February 2002;
 - 9.2.3. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no. 103 of 1993);
 - 9.2.4. The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
 - 9.2.5. The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
 - 9.2.6. The Firearms Control Act, 2000 (Act no. 60 of 2000);
 - 9.2.7. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
 - 9.2.8. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);
 - 9.2.9. National Treasury Implementation Guide – Preferential Procurement Regulations, 2017.

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

9.4. All bidder(s) must be registered with/in the following:

- 9.4.1. Private Security Industry Regulatory Authority (PSIRA),
- 9.4.2. Central Supplier Database (CSD),
- 9.4.3. Compensation for Occupational Injuries and Diseases Act (COIDA)
- 9.4.4. Unemployment Insurance Fund (UIF),
- 9.4.5. South African Revenue Services (SARS)

9.5. SASSA shall not tolerate any unfair labour practices that happen during the duration of the contract. Labour disputes are the sole responsibility of the service provider. In the event of a labour dispute the service providers will continue to deploy alternative security officers.

10. CONFIDENTIALITY.

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

SECURITY REQUIREMENTS

11. SECURITY PERSONNEL.

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

- 11.1.1. Security officers must have at least a minimum of a valid Grade C PSIRA certificate;
- 11.1.2. Supervisors should have Grade 12 and valid Grade B PSIRA Certificate;
- 11.1.3. All security officers should for the purposes of report writing and making entries in the relevant registers, be able to read and write at least English;
- 11.1.4. Security officers must not be younger than 18 years of age;
- 11.1.5. Security officers should be prepared to work a maximum of 12 hours shifts;
- 11.1.6. Supervisors and security officers should have undergone and passed the formal security officers training;
- 11.1.7. Security officers should 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;
- 11.1.8. Supervisors and security officers should 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.

12. WORKING HOURS AND RATES

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

13. ADDITIONAL / ADHOC GUARDING SERVICES

- 13.1. Due to security operational requirements within SASSA, additional guarding services may periodically be required on an *ad hoc* basis such as during SASSA events etc.
- 13.2. Requests for additional guarding services shall be handled as follows:
 - 13.2.1. SASSA shall in advance request confirmation from the contracted bidder(s) to establish its capacity and ability to render the required additional services at the time that the service is needed. The contracted bidder(s) shall be expected to have capacity to provide *ad hoc* / additional guarding services.
 - 13.2.2. The bidder(s)'s confirmation shall also include a detailed plan and dedicated team with a manager when necessary.
 - 13.2.3. The contracted bidder(s) shall provide SASSA with a quotation for the required *ad hoc* services.
 - 13.2.4. SASSA shall assess the bidder(s)'s confirmation for the rendering of additional guarding services before acceptance.
 - 13.2.5. SASSA shall have the right to procure from alternative bidder(s) in cases where the contracted bidder(s):
 - a) Confirms in writing that they do not have the capacity or ability to render the required *ad hoc* services;
 - b) The quotation is not in compliance with the PSIRA requirements;
 - c) The quotation is not market related; and
 - d) The services cannot be adequately provided.
 - 13.2.6 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.
 - 13.2.7 The security officers provided for the *ad hoc* services/event will be subjected to security screening or vetting by the State Security Agency (SSA) as may be required.

14. TRAINING OF SECURITY PERSONNEL

- 14.1. The bidder(s) shall before the effective date of the contract, provide proof of certification of all security personnel that will be utilized on this contract, as Grade A, B, and C.
- 14.2. Personnel issued with firearms must receive refresher training for such firearm(s) from an accredited service provider at least once every six months. The results of such training must be made available to SASSA upon request. Personnel should be professionally and formally trained and be able to use and handle a firearm when required.
- 14.3. SASSA shall conduct random competency tests/inspections of the bidder(s)'s security personnel.

- 14.4. The bidder(s)'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.
- 14.5. Bidders should 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.
- 14.6. The bidder(s) shall be responsible for all costs incurred in the training of security personnel.

15. BIDDER(S)'S OBLIGATIONS

- 15.1. To ensure that all staff working under this contract are in good health and pose no risk to any SASSA employee and clients/contractors.
- 15.2. To comply with SASSA security and emergency policies.
- 15.3. To ensure that SASSA is informed of any removal or replacement of security officers.
- 15.4. To have the required number of security officers available to render a service to the Agency during any crisis or adhoc situations.
- 15.5. To pay all security officers employed by the bidder(s) the minimum wages according to the applicable sectorial determination.
- 15.6. Ensure that all security officers under this contract are provided with uniforms once in Twelve months which state the name of the company and which can be clearly distinguished from other companies. SASSA reserves the right to order immediate removal of a security officer who does not adhere to this arrangement. The uniform provided to security officers should comprise / consist of the following:
 - 15.6.1. Male security officers:
 - Baton, Jacket, Jersey, formal trousers, shirt, formal shoes, whistle, rain suite, tie, handcuffs and keys.
 - 15.6.2. Female security officers
 - Baton, blouse/shirt, handcuffs and keys, jacket, jersey, shoes, skirt/trousers, stockings, whistle, rain suite, tie/cravat.
- 15.7. The bidder(s) should provide a contingency plan which will cater for the strikes/unrests or any unplanned eventuality that have the potential to disrupt services to the Agency.
- 15.8. The bidder(s) should agree to reliability checks by the State Security Agency (SSA) on the company, security officers and all directors of the company or member of the close corporation prior to the signing of the contract
- 15.9. To provide all equipment but not limited to the following:
 - 15.9.1. Occurrence Book and other relevant security registers;

- 15.9.2. Fully operational radios;
- 15.9.3. Fully operational torches,
- 15.9.4. Panic buttons;
- 15.9.5. Pocket Book;
- 15.9.6. PSIRA Identification Cards/ Certificates;
- 15.9.7. Pens;
- 15.9.8. Handcuffs and keys;
- 15.9.9. Handheld metal detectors;
- 15.9.10. Magnetic Torch System.

- 15.10. The bidder(s) shall acquaint 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.
- 15.11. The bidder(s) shall provide audited proof that remuneration paid to each of their employee was adjusted by at least the amount which the statutory wage applicable to each individual was increased.
- 15.12. The bidder(s) shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses, provident fund contributions, medical fund and insurance premiums.
- 15.13. 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.

16. PENALTIES

Absence of the following will be dealt with as follows:

ITEM	PENALTY
Unavailability of two-way/Hand-held radio	R 250, 00 per shift per site.
Unavailability of two torch/flashlight	R 250, 00 per shift.
Unavailability of Magnetic Torch System	R 1 000, 00 per site
Unavailability of Panic Button(s)	R 1 000, 00 per shift per site
Unavailability of Standard Operating Procedure on Site	R 500, 00 per shift.
Unavailability of Uniform	R 250, 00 per item per shift.
Unavailability of Raincoat during the raining period	R 250, 00 per person per shift.
Unavailability of Occurrence Book	R 500, 00 per shift.
Unavailability of Pocket Book	R 150, 00 per person per shift.
Unavailability of Pens i.e. Red and Black	R 250, 00 per person per shift.
Unavailability of Handcuffs and keys	R 250, 00 per shift.
Sleeping on duty	R 1000, 00 per person per shift.
Under the influence of alcohol and drugs	R 1000, 00 and immediate removal.
Late posting	R 500, 00 per cost per hour.
Short posting	R 1500, 00 per person per shift.
Desertion of post	R 1500, 00 per person per shift.
Falsification of entries into the occurrence book	R 500, 00 per page on which faults were

ITEM	PENALTY
	found. Removal of the Security Officer involved.
Failure to report incident	R 1000, 00.
Monthly report not received within 05 days	R 1000,00 per company report
Unavailability of Management/Supervisory visit	R 1500, 00 per site per shift.
Unavailability of security refresher course (s)	R 500, 00 per site per shift.
Unauthorized disclosure of information	R 1 500
Late/non-payment of salaries / non-compliance to PSIRA rate.	R1000.00 per security officer not paid
Expired PSIRA identification cards/certificate	R 500, 00 per security officer and immediate removal of the guard.

17. BID CONDITIONS

- 17.1. The bidder(s) shall allow his personnel to attend and if necessary, testify in court proceedings, as well as in disciplinary and arbitration proceedings should SASSA deem it necessary, provided SASSA has notified the bidder(s) within a reasonable time before the start of the proceedings that the presence of the bidder(s)'s personnel is required by SASSA.
- 17.2. 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).
- 17.3. SASSA reserves the right to cancel the contract forthwith and to terminate the services of the bidder(s) without prior notice to do so if the bidder(s) becomes unable for any reason whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder(s). In such an event, the bidder(s) shall, when called to do so, hand over to SASSA all documents which are related to the contract.
- 17.4. 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.
- 17.5. 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 favour 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 to property is repaired, SASSA can request the service provider to resume the guarding services. SASSA will provide the service provider with one month 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.
- 17.6. SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.

- 17.7. 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.
- 17.8. No security personnel provided by the bidder(s) shall comment to the press or any other public communications media upon the business of SASSA.
- 17.9. The bidder(s) shall notify SASSA in writing of any change of address within five days thereof.
- 17.10. 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.
- 17.11. The bidder(s) shall provide SASSA with daily posting sheets immediately when required by SASSA.
- 17.12. The bidder(s) shall be responsible for all costs incurred in the transport, deployment and posting of security personnel.
- 17.13. Training, vetting, criminal checks, issuing of uniform and equipment, standing operating procedures must be completed ten working days before the commencement of the contract.
- 17.14. SASSA reserves the right to inspect the services rendered by the bidder(s) at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 17.15. The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.
- 17.16. The bidder(s) shall take all possible steps to ensure that the contract and the intended execution take place.
- 17.17. SASSA reserves the right to conduct security background checks in respect of the recommended bidder(s) and its directors or members as well as security officers by the State Security Agency (SSA). Appointment of successful bidder(s) will be subject to positive background checks.
- 17.18. The bidder(s) should keep available for inspection, at headquarters, personnel files as well as all appropriate documents of all security personnel in his service.
- 17.19. Bidders are expected to project and include into their bidding price all envisaged increments for a period of three (3) years. Contract price adjustments will be done annual on a date determined in the SLA. Price adjustments will be limited to CPIX plus 1% or as promulgated or pronounced by the relevant circular/sectorial determinations. Any amount above this SASSA shall not entertain if due reasons and explanation has not been provided.
- 17.20. The successful bidder(s) will enter into a Service level Agreement (SLA) with SASSA.
- 17.21. Bidder(s) should attach proof of footprint in the province which include valid lease agreement(s)/title deed(s). Bidders should have a fully established operating office in the

Northern Cape Province. The Bid Evaluation Committee will inspect the premises to confirm the presence and existence of the establishment.

17.22. It is the responsibility of the bidder(s) to select subcontractors that meet all the requirement of the bid so that their performance during the existence of the contract is not jeopardized by the subcontractor. The bidders are responsible for all due diligence on their subcontractors. SASSA reserves the right to conduct regular inspections during the existence of the contract with a view to evaluate the performance of contractual obligations by the main bidder and its subcontractor.

17.23. SASSA reserves the right to negotiate price(s) with the recommended bidder(s) as per PPPFA.

18. PUBLIC LIABILITY

18.1. The bidder(s) indemnifies SASSA from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the service provider or any other person that may result from or be related to the execution of this contract.

18.2. The bidder(s) will be held responsible for any damage or theft by his employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by SASSA against the service provider. SASSA reserves the right to claim for damages against the service provider arising out of negligence and/or poor performance by the service provider or its security officers.

18.3. Bidder(s) should 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.

18.4. 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).

19. EVALUATION OF PROPOSALS

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

19.1. Following the declaration by the President of the Republic of South Africa, of COVID-19 as a national disaster in which the President encouraged social distancing and that gatherings at conferences and meetings are limited to 100 persons or less in case of an indoor gathering and 250 persons or less in case of an outdoor gathering and if the venue is too small to hold 100 persons observing a distance of at least one and a half metres from each other, then not more than 50 percent of the capacity of the venue may be used: Provided that persons participating through electronic platforms are not included in these limitations. Due to this, there will be no briefing session held in relation to this specific tender.

19.2. For the purposes of all enquiries related to this tender, bidders must direct their enquiries to the contact person(s) mentioned in paragraph 22.3 of this Terms of Reference.

19.3. Bids should be submitted to the addresses as provided in this Terms of Reference.

19.4. EVALUATION OF BIDS

19.4.1. The proposals shall be evaluated in accordance with the 90/10 principle. The bids will be assessed in two stages in line with the following three phases:

STAGE ONE:

Phase 1: Prequalification Criteria;

Phase 2: Administrative Compliance;

STAGE TWO:

Phase 3: Technical Assessment;

Phase 4: Price and BBEE points;

19.5. PHASE ONE: PREQUALIFICATION CRITERIA REQUIREMENTS

19.5.1. Special conditions of the bid / Mandatory Criteria

19.5.1.1. Regulations 4(1) of the PPPFA Regulations 2017 state that " if an organ of state decides to apply pre-qualification criteria to advance designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the of the following tenders may respond:-

- a) A tenderer having a stipulated minimum B-BBEE status level of contributor;
- b) An EME or QSE;
- c) A tenderer subcontracting a minimum of 30%.

19.5.1.2. The regulation states that if feasible to contract above R 30 million, an organ of state must apply subcontracting to advance designated groups;

19.5.1.3. In order to bid for this tender, bidder(s) must be BBBEE status level of contributor 2 or higher and must subcontract a minimum of 30% and a maximum of 50% of the total value of the contract in the Northern Cape Region to the EME's or QSE's that are 51% owned by the following:

- a) Black people who are youth or,
- b) Black people who are woman or,
- c) Black people with disabilities or,
- d) Black people living in rural or underdeveloped areas or townships or,
- e) Cooperatives which are 51% owned by Black people or,
- f) Black people who are military veterans.

19.5.2. Prequalification

19.5.2.1. Failure to meet the following mandatory requirements will lead to disqualification of the bid:

19.5.2.1.1. Subcontracting as a condition of tender for procurement above R 30 million (Regulation 9) as per the National Treasury Implementation Guide – Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000. As a prequalification criteria, it is required that bidder(s) must subcontract a

minimum of 30% of the total value of the contract per region to the EME's or QSE's that are 51% owned by the following:

- a) Black people who are youth or,
- b) Black people who are woman or,
- c) Black people with disabilities or,
- d) Black people living in rural or underdeveloped areas or townships or,
- e) Cooperatives which are 51% owned by Black people or,
- f) Black people who are military veterans.

19.5.2.1.2. As proof of compliance the bidder(s) must submit:

- a) Subcontracting agreement between the main bidder (s) and the subcontractor clearly stating the percentage to be subcontracted; which is a minimum of 30% of the total value of the contract.
- b) Subcontracting agreement clearly naming areas in which guarding services will be provided and the percentage thereof, that is the name(s) of district, local, service points and records management centre. **The value per area(s) subcontracted must add up to the total percentage proposed for subcontracting amount.**
- c) A list of potential subcontractors in the Northern Cape who are registered in the Central Supplier Database is available and may be drawn by accessing the following link: www.csd.gov.za

19.5.2.1.3. Main contractors/suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and/or using their subsidiaries for fronting.

19.5.2.1.4. Bids that do not meet subcontracting requirements will be considered as not being acceptable bids and shall therefore be disqualified.

19.5.2.1.5. It is the responsibility of the bidder(s) to select subcontractors that meet all the requirements of the bid so that their bid is not jeopardized by the subcontractor when evaluated. The bidders are responsible for all due diligence on their subcontractors.

19.6 PHASE 2: ADMINISTRATIVE COMPLIANCE

Bidder(s) must provide the following in their bid documents. None submission may lead to disqualifications to proceed in the bidding process:

No.	Document that must be submitted	EXPLANATORY NOTES
1.	B-BBEE certificate /sworn affidavit of the main bidder(s) and sub-contractor	Certificates confirm the BBEE status of bidder. Non-submission will lead to disqualification as compliance with Prequalification cannot be confirmed
2.	Company profile of the main bidder(s) and subcontractor(s)	Company profiles provide details on the company

No.	Document that must be submitted	EXPLANATORY NOTES
3.	Signed Subcontracting agreement between the main bidder(s) and the subcontractor clearly stating the percentage subcontracted	Agreement confirms compliance with pre-qualification criteria
4.	Certified copy of company registration with PSIRA for the subcontracted company	Compliance with: • The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001); • The Private Security Industry Regulations, 2002 dated 14 February 2002;
5.	Certified copy of company registration with PSIRA for the main bidder(s)	
6.	Company directors' certified copy of PSIRA registration certificate for both subcontractor(s) and main bidder(s)	
7.	PSIRA letter of good standing not older than 3 months for both main bidder (s) and subcontractor(s)	
8.	Directors' certified copies of identity documents for both main bidder(s) and subcontractor(s)	
9.	Valid certified copy of UIF certificate or letter of good standing for both main bidder (s) and subcontractor(s)	Compliance with the Unemployment Insurance Act, 2001 (act no. 63 of 2001)
10.	Valid Certified copy of COIDA certificate or letter of good standing for both main bidder (s) and subcontractor(s)	Compliance with: • Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993); • The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
11.	Public Liability insurance with R 10 million cover or a letter from the insurer indicating intention to take up the cover	Confirms bidders ability to cover any damages by the bidder or its employees
12.	Price Schedule Annexure A	Complete costing as per the annexure. Total to be VAT inclusive and indicate total cost for three years. Total to agree with SBD 1
13.	Bidder(s) must provide/attach award letters/contracts/purchase orders as proof of experience as per Annexure B	Annexure B which provides details past experience

No.	Document that must be submitted	EXPLANATORY NOTES
14.	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).	Annexure C provides compliance with the Infrastructure Requirements
13.	Invitation to Bid – SBD 1	Complete and sign the supplied pro forma document
14.	Tax Status Pin Tax Clearance Certificate	In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification as well as SARS e-filing verification outcome will take precedence. The accredited supplier must be tax compliant on CSD and/or SARS e filing. A pin for the tax compliance should also be submitted
15.	Declaration of Interest – SBD 4	Complete and sign the supplied pro forma document
16.	Preference Points Claim form in form in terms of the preferential procurement regulations – SBD 6.1	Complete and sign the supplied pro forma document
17.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Complete and sign the supplied pro forma document
18.	Certificate of Independent Bid Determination – SBD 9	Complete and sign the supplied pro forma document
19.	Registration on Central Supplier Database (CSD)	Bidder(s) must be registered as a service provider on the Central Supplier Database (CSD). If a bidder is not registered, he/she should proceed to complete the registration of the company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain a vendor number. Submit proof of registration and CSD Master Registration Number (MAAA...)
20.	Proof of business address	Certified copy of the municipal account / lease agreement in the event the registered service provider is not the owner of the building

Proposals must be submitted in line with all attached annexures (Annexure A, B and C) and detailed specifications. Failure to bid accordingly will deem the bid proposal to be non-responsive.

NB: Failure to submit the above mandatory documents may lead to the disqualification of the bid.

19.7 STAGE TWO

19.7.1 PHASE 3: TECHNICAL EVALUATION

Bidder(s) will be evaluated in the following manner:

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

EVALUATION CRITERIA		WEIGHT
Experience in the security industry		40
(a) Experience: Values of the projects not older than five (5) years		
Values of Contracts	Score	20
R1 – R 10 000 000	1	
R 10 000 001 – R 20 000 000	2	
R 20 000 001 – R 40 000 000	3	
R 40 000 001 – R 60 000 000	4	
R 60 000 001 and above	5	
(b) Experience: Number of projects in the industry not older than five (5) years		
Number of Contracts	Score	20
1 to 3 projects	1	
4 to 5 projects	2	
6 to 7 projects	3	
8 to 9 projects	4	
10 and more projects	5	
Bidder(s) should provide/attach a table outlining current and previous clients in government, State-Owned Entities and Private Entities reflecting names and contact details of client(s), the types of services rendered, start and end dates and the values of the contracts.		
Bidder(s) should provide or attach award letters/contracts/purchase orders in respect of each of the contracts reflected in table (a) above. Such award letters from the clients must reflect names and contact details of client(s); the types of services rendered, start, end dates and values of the contracts as signed by the client.		
Comprehensive Project Implementation Plan		60
The Comprehensive Project Implementation Plan must cover the following:		20
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
Occupational Health and Safety Plan and Contingency 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; and 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. Bidders must also outline the activities that will be undertaken in order to implement and manage the relevant COVID-19 protocols as well as the risks associated herewith.		20
Training Plan explaining specific target areas, intended audience and period.		10
Infrastructural Capacity to Provide Security Services	Score	10
• Bidders office and/ or control room still under construction	1	
• Both Bidders office and control room out of the region	2	
• Bidders office in the region and control room out of the region	3	
• Bidders office in the region and control room still under construction	4	
• Both bidders office and control room in the region	5	
TOTAL		100

NB: Bidders must obtain a minimum of 70 points on technical evaluation to qualify for further evaluation on Price and Preference. 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). The Bid Evaluation Committee (BEC) will conduct infrastructural Compliance Inspections as part of technical evaluation.

7.2 PHASE 4: Price and Preference Points Evaluation

The 90/10 preference points system will apply in the evaluation of proposals submitted. SASSA will consider PSIRA pricing structures. Therefore bidder(s) who deviate from the applicable PSIRA illustrative pricing structures/guidelines by quoting below the current year/ latest PSIRA illustrative pricing structure (A+B) will be deemed non-compliant and therefore disqualified.

Bidders are expected to project and include into their bidding price all envisaged increments for a period of three (3) years. Contract price adjustments will be done annual on a dated determined in the SLA. Price adjustments will be limited to CPIX plus 1% or as promulgated or pronounced by the relevant circular/sectorial determinations. Any amount above this SASSA shall not entertain any Price adjustment above this guideline if due reasons and explanation has not been provided.

Price and Preference		100
Price		90
BBBEE Status level of contribution		10

- (a) Points awarded for BBBEE Status level of contribution will be evaluated for preference as follows:

In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a service provider for attaining the BBBEE status level of contribution in accordance with the table below:

BBBEE Status level of Contributor	Number of Points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (b) Bidder(s) must submit a BBBEE Verification Certificate from a verification agency accredited by the South African National Accreditation System (SANAS), or sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths, together with the bid. Failure to submit will be interpreted to mean that preference points for BBBEE status level of contribution are not claimed.

20. BID AWARD AND CONTRACT

- (a) The contract will be concluded between SASSA and the successful bidder(s).
- (b) The contract period is from the date of signing the contract.
- (c) SASSA reserves the right to award the bid to one or more bidder(s).

ANTI BRIBERY AND CORRUPTION CLAUSES

- 21.1. 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").
- 21.2. The bidder represents that this tender process will be done in compliance with the Anti-Bribery Laws.
- 21.3. 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.

- 21.4. 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.
- 21.5. 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.
- 21.6. 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.

22. SECURITY CONTRACT ARRANGEMENTS

22.1. The Security Management Unit in the Northern Cape Region will be responsible for the overseeing of security contract respectively.

22.2. Address where bids should be submitted:

22.2.1. Northern Cape
95-97 Du Toit Span Building
Du Toit Span Road
Kimberley

22.3. The following contact details in respect of enquiries will apply:

a) Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
Northern Cape	053 802 4933	Mr. Nkosiyapha Kala	IsaacK@sassa.gov.za

b) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
Northern Cape	053 802 4993	Mr. Kagisho Tsomagae	KagisoT@sassa.gov.za

23. SECURITY CONTRACT PERIOD

The security contract will commence after signing the contract. The successful bidder(s) will be expected to provide guarding services for a period of thirty six (36) months, from the date of signing the contract. SASSA may at the end of the contract exercise its sole discretion to extend the contract for a period of one year.

Name of Region		Northern Cape Region													
Service Description		Regional Office & Record Management Center Security Services													
Tender no.															
		Grade C Rate													
Name of Office		Mon - Friday Grade C			Saturday, Sunday / Public Holiday Grade C						Total Amount per office				
		Day		Night	Day		Night	Day		Night					
Unit Price per guard		Number of Guards		Number of Guards		Number of Guards		Number of Guards		Amount		Amount		Overheads	
Regional Office		7		4				4							
Record Management Center (RMC)		2													
Total Number of Guards		9		4				4							

Initials:

Northern Cape Region									
ZFM District									
Tender no.									
Grade C Rate									
Name of Office	Mon - Friday Grade C			Saturday, Sunday / Public Holiday Grade C			Saturday, Sunday		
	Day	Night		Day	Night		Day	Night	
	Number of Guards	Number of Guards	Amount	Number of Guards	Number of Guards	Amount	Amount	Overheads	Total Amount per office
Unit Price Per guard	3	2		2	2				
ZFM District office	1	1		1	1				
Danielskuil Local Office	1	2		1	2				
Groblershoop Local Office	2	2		2	2				
Kakamas Local Office	2	2		2	2				
Keimoes Local Office	1	2		1	2				
Kenhardt Local Office	2	2		2	2				
Posmansburg Local Office	1	1		1	1				
Rietfontein Local Office	1	1		1	1				
Total number of Guards	13	14		12	14				

Initials:

JOHN TAOLO GAETSEWE DISTRICT SPECIFICATION											
Name of Region		Northern Cape Region									
Service Description		JTG District Security Services									
Tender no.											

NAMAKWA DISTRICT SPECIFICATION

Name of Region		Northern Cape Region									
Service Description		Namakwa Security Services									
Tender no.											
Grade C Rate											
Name of Office	Mon - Friday			Saturday, Sunday / Public			Saturday, Sunday			Total Amount per office	
	Grade C			Grade C			Grade C				
	Day	Night		Day	Night		Day	Night			
	Number of Guards			Number of Guards			Number of Guards				
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Initials:

FRANCES BAARD DISTRICT SPECIFICATION																		
Name of Region		Northern Cape Region																
Service Description		Frances Baard District Security Services																
Tender no.																		
Name of Office	Mon - Friday Grade C			Saturday, Sunday / Public Grade C														
	Number of Guards	Day	Night	Number of Guards	Day	Night	Amount	Amount	Number of Guards	Amount	Amount	Overheads						
	Unit Price Per Guard												Total Amount per office					
Barkley West Road Local Office	1	2		1	2				1	2								
Corflessroad Local Office	2	-		-	-				-	-								
Delportshoop Office	1	1		1	1				1	1								
Florianville Local Office	1	1		1	1				1	1								
Hartswater Local Office	1	2		1	2				1	2								
Jankempdorp local office	1	2		1	2				1	2								
Richie Local Office	1	1		1	1				1	1								
Roodepan Local Office	1	2		1	2				1	2								
Pampierstad Local Office	1	-		-	-				-	-								
Tlhokomelo Local Office	3	2		2	2				2	2								
Warrenton Local Office	1	2		1	2				1	2								
Total number of Guards	14	15		10	15				10	15								

Initials:

NORTHERN CAPE REGION SECURITY SPEC SUMMARY 2021														
Name of Office	Monday - Friday			Saturday/Sunday / Public Holiday					Day		Night		Total Amount per District	
	Grade C			Grade C					Number of Guards	Amount	Amount	Overheads		
	Day	Night		Day	Night									
	Number of Guards			Number of Guards										
	9	4	4	4	4	4								
Regional Office & RMC														
ZFM District	13	14	14				12							
JTG District	12	16	16				11							
Namakwa District	13	12	12				12							
Pixley Ka Seme District	17	23	23				16							
Frances Baardt District	14	15	15				10							
Total	78	84	84				65							
Unit Price Per Guard														
Total Direct Cost														
Total Overheads														
Total Number of Guards	162													
Total Bid Price Per Month Vat Inclusive														
TOTAL BID PRICE FOR 36 MONTHS VAT INCLUSIVE	Year 1			Year 2			Year 3							
NB: Where the Region has more than one Area the Bidder is expected to provide unit price for each Area														

Compiled by:

Approved by:

CURRENT AND PAST CONTRACTS (CLIENT BASE)

A list of current and past contracts (attach award letter/s per contract) which are relevant to the services required in the bid specifications must be attached to the bid proposal. The following template must be used and must be completed in full. Failure to complete the table in full and non-submission of award letter/s may lead to disqualification of the bid.

indicate all the current and past contracts in the table below and ONLY those relevant to the security industry required in the bid specifications. Only the relevant experience shall be considered for bid evaluation purposes.

[illegible]



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

ANNEXURE C

INFRASTRUCTURE CAPACITY

CHECKLIST



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

South African Social Security Agency
SASSA House

501 Prodinsa Building
Cnr Steve Biko and Pretorius Street Arcadia
Private Bag X55662 - Pretoria 0083
Tel: +27 12 400 2587
www.sassa.gov.za

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		



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

South African Social Security Agency
SASSA House

501 Prodinsa Building
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Private Bag X55662 • Pretoria 0083
Tel: +27 12 400 2587
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Checklist for suppliers	TICK		
	Yes	N/A	No
B-BBEE certificate /sworn affidavit of the main bidder(s) and sub-contractor			
Company profile of the main bidder(s) and subcontractor(s)			
Signed Subcontracting agreement between the main bidder(s) and the subcontractor clearly stating the percentage subcontracted			
Certified copy of company registration with PSIRA for the subcontracted company			
Certified copy of company registration with PSIRA for the main bidder(s)			
Company directors' certified copy of PSIRA registration certificate for both subcontractor(s) and main bidder(s)			
PSIRA letter of good standing not older than 3 months for both main bidder (s) and subcontractor(s)			
Directors' certified copies of identity documents for both main bidder(s) and subcontractor(s)			
Valid certified copy of UIF certificate or letter of good standing for both main bidder (s) and subcontractor(s)			
Valid Certified copy of COIDA certificate or letter of good standing for both main bidder (s) and subcontractor(s)			
Public Liability insurance with R 10 million cover or a letter from the insurer indicating intention to take up the cover			
Price Schedule Annexure A			
Bidder(s) must provide/attach award letters/contracts/purchase orders as proof of experience as per Annexure B			
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).			
Invitation to Bid – SBD 1			
Tax Status Pin			
Tax Clearance Certificate			
Declaration of Interest – SBD 4			
Preference Points Claim form in form in terms of the preferential procurement regulations – SBD 6.1			
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8			
Certificate of Independent Bid Determination – SBD 9			
Registration on Central Supplier Database (CSD			
Proof of business address			
B-BBEE certificate/sworn affidavit of main bidder(s) and sub-cont			
Company profile of the main bidder(s) and sub contractors(s)			
Signed Subcontracting			
Joint venture or partnership agreement			
Subcontracting arrangement			
Detailed Pricing Schedule per scope			

Compliance with mandatory requirements and terms of			
Compliance with sub-contracting principles			
All forms completed, duly signed			
SBD 1: <i>Company Registration Details and Total Bid Price</i>			
SBD 3.1: <i>Pricing schedule for non-firm prices(to be used for</i>			
SBD 4: <i>Declaration of interest</i>			
SBD 6.1: <i>Preference Points Claim form</i>			
SBD 8: <i>Declaration of bidders past SCM practices</i>			
SBD 9: <i>Certificate of independent bid determination</i>			

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

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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.

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

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

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| 25. Force Majeure | <p>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.</p> <p>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.</p> |
| 26. Termination for Insolvency | <p>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.</p> |
| 27. Settlement of Disputes | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p style="padding-left: 40px;">(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p style="padding-left: 40px;">(b) the purchaser shall pay the supplier any monies due the supplier.</p> |
| 28. Limitation of liability | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p style="padding-left: 20px;">(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</p> |

		(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)