

## **Erratum : Bid Number:SASSA: 20-22-CS-HO**

**Bid Description:**The South African Social Security Agency hereby invites proposals from potential service provider for the provision of guarding services at SASSA Head Office for a period of thirty six (36) months.

The following are correction to the Terms of Reference [TOR]:

1. Paragrah: 17.5.31 (Inserted Annexure C);
2. Paragraph: 19.2.2.1 (Inserted Annexure C);
3. Paragraph: 19.2.2.5 (Inserted Annexure B); and
4. Paragraph: 19.2.4.1 (b - Experience) (Inserted Refer to Annexure B).
5. Paragraph 19.2.3.1 (Deleted SBD 8 and SBD 9).

**Signed:** 

**Date:** 21 September 2022





## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SASSA)</b>					
BID NUMBER:	SASSA: 20-22-CS-HO	CLOSING DATE:	07 October 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	The South African Social Security Agency hereby invites proposals from potential service provider for the provision of Guarding services at SASSA Head Office for a period of thirty six (36) months.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>SASSA HEAD OFFICE, GROUND FLOOR; 501 PRODINSA BUILDING, CNR. STEVE BIKO AND PRETORIUS, ARCADIA, 0083</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms Mogafe Mphahlele		CONTACT PERSON	Mr Moyahabo Mokakabye	
TELEPHONE NUMBER	012 400 2412		TELEPHONE NUMBER	012 400 2587	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	securitybid@sassa.gov.za		E-MAIL ADDRESS	securitybid@sassa.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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."

<b>SIGNATURE OF BIDDER:</b>	.....	<b>DATE</b>	.....
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>	

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

DATE: .....

**SBD 3.1**

**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: <b>20-22-CS-HO</b>
Closing Time <b>11:00 AM</b>	Closing date <b>07 October 2022</b> .....

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

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

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

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

\*Delete if not applicable

## STANDARD BIDDING DOCUMENT (SBD) 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

#### 2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?                      **YES / NO**
- 2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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



**STANDARD BIDDING DOCUMENT (SBD) 4**

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

**2.2.1** If so, furnish particulars:

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

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

**2.3.1** If so, furnish particulars:

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

**3. DECLARATION**

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

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

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

## **STANDARD BIDDING DOCUMENT (SBD) 4**

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

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

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

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

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



**STANDARD BIDDING DOCUMENT (SBD) 4**

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

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

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

.....

Signature

Date

.....

Position

Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 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 **not exceed/exceed** R50 000 000 (all applicable taxes included) and therefore the **.....80/20.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for 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
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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.



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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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 last 51% owned by:	EME √	QSE √
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		
<b>OR</b>		
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:

- 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.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
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<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS</b> .....</p> <p>.....</p> <p>.....</p>
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**TERMS OF REFERENCE:  
APPOINTMENT OF SERVICE  
PROVIDER FOR THE PROVISION  
OF GUARDING SERVICES AT  
SASSA HEAD OFFICE FOR A  
PERIOD OF THIRTY-SIX (36)  
MONTHS**

## **1. OBJECTIVE**

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 Head Office in Pretoria.

## **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.

## **CONTRACT REQUIREMENTS**

### **3. SCOPE OF WORK**

- 3.1 The successful bidders will be required to provide guarding services in all offices occupied/utilized by the South African Social Security Agency Head Office, namely Prodinsa and Pencardia 2 Buildings.
- 3.2 Successful bidder(s) must provide registered security officers that will render guarding services on a 24-hour basis for a fixed term of 36 months.
- 3.3 Security officers are expected to act as authorized officers in terms of the Control of Access to Public Premises and Vehicles Act 1985 (Act No. 53 of 1985) as amended and perform the following functions:
  - 3.3.1 Control access to premises 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 relevant key SASSA policies, systems and procedures, which relates to provision of guarding services.

### **4. QUANTITIES AND OTHER REQUIREMENTS**

- 4.1 It is expected that quantities as reflected on the **Schedule of Sites and Manpower** will be delivered during the period of contract. These quantities are



given in good faith and without commitment from the South African Social Security Agency. Refer to the Attached Schedule of Sites and Manpower **(Annexure A)**

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

4.2.1 The security control room must comply with the following basic requirements **(Annexure C)**:

- 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 walls/ steel caging, concrete slab ceiling/ steel caging, 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. Independent Communication Authority of South Africa (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. Registered security officers must be supervised on a daily/nightly basis and be equipped to perform their duties as agreed upon.

- 5.7. To prevent and remove persons from illegal dumping, erecting of structures on and occupying premises under the control of SASSA.
- 5.8. To monitor security threats and risks within the SASSA's area of responsibility and provide an early warning to facilitate proactive interventions.
- 5.9. The bidder(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 radio control room, cellular phones for effective communication.

## **6. MANAGEMENT AND SUPERVISION**

- 6.1. The bidder(s) must make provision for the Operational Manager who shall exercise supervision of registered 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 rendered 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 one visit by an off-site supervisor per shift. The Operational Manager must visit SASSA Head Office at least twice per week, one of which must be after hours. These visits must be recorded in the weekly report. Details of such visits shall be recorded in the occurrence book provided by the bidder(s) 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) must demonstrate the capacity to have the administrative and management infrastructure to manage the contract at the time of commencement of the contract. Such administrative and management infrastructure must include but not limited to clearly marked vehicles, immovable office structure, personnel, 24 hours' functional control room.
- 7.2. The bidder(s) must grant SASSA access to its premises at any time for infrastructure compliance inspection(s). These facilities must be acceptable for the running of a security business and be equipped with fully functioning equipment manned by skilled staff.

## **8. PLACE (S) OF DELIVERY**

- 8.1. Bidder(s) to submit bids for all the offices at Head Office, as per the attached Annexure **(Annexure A)**. Bidder(s) must be in a position to provide services within SASSA's area of responsibility.

## **9. LEGAL REQUIREMENTS**

- 9.1. The contract shall in all respects be construed in accordance with the laws of the Republic of South Africa and any disputes that may arise between the bidder(s) and SASSA in regard to the contract shall be settled within the courts of the Republic of South Africa.
- 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);
- 9.3. Should any of the above be amended or replaced, such replacement or amendment must 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).
- 9.5. SASSA shall not tolerate any unfair labour practices that happen during the duration of the contract. Labour disputes are the sole responsibility of the

service provider. In the event of a labour dispute the service providers will continue to deploy alternative registered security officers.

## **10. CONFIDENTIALITY**

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

## **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. Registered security officers must have at least Grade 10 and a minimum of Grade C PSIRA registration;
  - 11.1.2. Supervisors must have Grade 12 and Grade B PSIRA Certificate;
  - 11.1.3. All security officers must 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 must be prepared to work a maximum of 12 hours shifts;
  - 11.1.6. Supervisors and security officers must have undergone and passed the formal registered security officers training;
  - 11.1.7. Security officers must at all times present an acceptable image/appearance which implies inter alia that they may not sit, lounge about, smoke, eat or drink whilst attending to people;
  - 11.1.8. Supervisors and security officers must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply inter alia that there shall be no unnecessary arguments with visitors, personnel or discourteous behavior towards them.

## **12. WORKING HOURS AND RATES**

- 12.1. Guarding services shall be provided twenty-four hours and seven days a week.
- 12.2. Bidder(s) to apply and remunerate registered security officers in accordance with standards rates as prescribed by the Private Security Industry Regulatory Authority.
- 12.3. To pay all registered security officers employed by the bidder(s) the minimum wages according to the applicable sectorial determination

## **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 alternative bidder(s) in cases where the contracted bidder(s):
    - 13.2.6. Confirms in writing that they do not have the capacity or ability to render the required ad hoc services;
    - 13.2.7. The quotation is not in compliance with the PSIRA requirements;
    - 13.2.8. The quotation is not market related; and
    - 13.2.9. 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 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 have received the necessary training for such firearm(s) from an accredited service provider and must have a competency certificate issued by South African Police Services. Personnel must be professionally and formally trained and be able to use and handle a firearm when required.
- 14.3. SASSA may conduct random tests/inspections to test their abilities to perform security duties.
- 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 must provide training to their personnel before the commencement date to ensure that the personnel will immediately be qualified to perform their services to the level of professional efficiency required by SASSA.
- 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 registered security officers.
- 15.4. To have the required number of registered security officers available to render a service to the Agency during any crisis or adhoc situations.
- 15.5. To pay all registered security officers employed by the bidder(s) the minimum wages according to the applicable sectorial determination.
- 15.6. Ensure that all registered security officers under this contract are provided with uniforms which state the name of the company and which can be clearly distinguished from other companies. SASSA reserves the right to order immediate removal of a security officer who does not adhere to this

arrangement. The uniform provided to security officers must comprise / consist of the following:

**15.6.1. Male Registered security officers:**

- Baton, Jacket, Jersey, formal trousers, shirt, formal shoes, whistle, rain suite, tie, nametag, handcuffs and keys.

**15.6.2. Female Registered security officers**

- Baton, blouse/shirt, handcuffs and keys, jacket, jersey, shoes, skirt/trousers, stockings, whistle, rain suite, tie/cravat, nametag.

- 15.7. The bidder(s) must provide a detailed deployment plan, Occupational Health and Safety plan, training plan as well as the contingency plan which will cater for the strikes/unrests or any unplanned eventuality that have the potential to disrupt services to the Agency.
- 15.8. The bidder(s) must appoint officials/personnel who are being subjected to and passed the criminal records checks by South African Police Services (SAPS). The Security clearance certificate not more than 3 months must be submitted. A detailed background checks report on deployed security officers must also be submitted.
- 15.9. The deployment of foreign nationals is strictly prohibited.
- 15.10. The bidder(s) must agree to reliability checks by the State Security Agency (SSA) on the company, registered security officers and all directors of the company or member of the close corporation prior to the signing of the contract.
- 15.11. To provide all equipment but not limited to the following:
- 15.11.1. Occurrence Book and other relevant security registers;
  - 15.11.2. Fully operational radios;
  - 15.11.3. Fully operational torches,
  - 15.11.4. Panic buttons;
  - 15.11.5. Pocket Book;
  - 15.11.6. PSIRA Identification Cards;
  - 15.11.7. Pens;
  - 15.11.8. Handcuffs and keys;
  - 15.11.9. Handheld metal detectors;
  - 15.11.10. Magnetic Torch System.
- 15.12. The bidder must provide real-time monitoring system. SASSA must have access to the system via the internet with the ability to monitor incidents as they are reported and view/retrieve information as and when it happens. The system should be fully networkable and identified SASSA personnel must be informed of specific incidents which will be indicated via short message service (SMS) and email as well as complete monthly and investigation reports submitted to SASSA.

- 15.13. 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.
- 15.14. 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.
- 15.15. 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.
- 15.16. 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. UIF etc.
- 15.17. To deploy security officers whose responsibilities will amongst others entail the following:
  - 15.17.1. Access control – control of the flow of pedestrians to and from SASSA premises by means of provided or owned x-ray machines and walk-through metal detectors/handheld metal detectors and carry out functions as prescribed. All relevant registers are to be updated on a daily basis;
  - 15.17.2. Vehicle entrances – control the flow of vehicles to and from the premises as prescribed. Only personnel, visitors, authorized service providers, delivery vehicles, SASSA vehicles are allowed through these entrances and proper records of all vehicle movements are to be maintained and be readily available for inspection by SASSA;
  - 15.17.3. Patrols – patrolling routes to be established and followed as instructed by SASSA;
  - 15.17.4. The bidder shall in consultation with SASSA develop and make available a clear job and post description to all identified posts and activities on the premises/site. Security officers must acknowledge receipt of, acquaint themselves with and sign off a copy of all job and post descriptions;
  - 15.17.5. A copy of the job description must also be kept at all duty points and the bidder's head office

## **16. PENALTIES**

- 16.1. If the bidder fails to deliver or perform any of the services within the prescribed period specified in the contract, SASSA shall without prejudice to its other remedies under the contract deduct from the contract price or monthly invoice, as a penalty a sum calculated on the delivered price of the unperformed service(s)



using the amounts reflected hereunder for each day per item. SASSA may also consider termination of the contract pursuant to the general conditions of the contract.

ITEM	PENALTY
Unavailability of two-way/Hand-held radio	R500,00 per duty point.
Unavailability of two torch/flashlight	R500,00 per duty point.
Unavailability of Magnetic Torch System	R1 000,00 per duty point
Unavailability of Panic Button(s)	R2 000,00 per duty point
Unavailability of Handheld metal detectors	R500,00 per duty point
Unavailability of Standard Operating Procedure on Site	R500,00 per shift.
Unavailability of Uniform	R500,00 per person per shift.
Unavailability of Raincoat	R500,00 per person per shift.
Unavailability of Occurrence Book	R500,00 per shift.
Unavailability of Pocket Book	R500,00 per person per shift.
Unavailability of Pens	R250,00 per person per shift.
Unavailability of Handcuffs and keys	R500,00 per duty point.
Sleeping on duty	R5 000,00 per person per shift.
Under the influence of alcohol and drugs	R5 000,00 and immediate removal.
Late posting	R500,00 per post per hour.
Short posting	R1 500,00 per person per shift.
Desertion of post	R5 000,00 per person per shift.
Falsification of entries into the occurrence book	R500,00 per page on which faults were found. Removal of the Security Officer involved.
Failure to report incident	R5 000,00 per person per duty point.
Monthly report not received within 05 days	R2 000,00 per company report
Unavailability of Management/Supervisory visit	R1 500,00 per duty point per shift.
Unauthorized disclosure of information	R1 500,00 per duty point.
Late/non-payment of salaries	R500,00 per security officer not paid per day.
Expired PSIRA identification cards/certificate	R500,00 per security officer.

ITEM	PENALTY
Inability to provide proof of established offices in the regions where they have been appointed within a period of 2 (two) months.	Termination of contract.

**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 qualify 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. For example, 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, within one month. It should further be noted that the Agency is currently in the process of sourcing new office space which might have an impact on the number of security officers required.
- 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 damage to property is repaired, SASSA may 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 successful bidder(s) that was not agreed upon by the contracting parties.
- 17.7. The successful 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 successful bidder(s) shall comment to the press or any other public communications media upon the business of SASSA.
- 17.9. The successful bidder(s) shall notify SASSA in writing of any change of address within five days hereof.
- 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 successful bidder(s) shall provide SASSA with daily posting sheets immediately when required by SASSA.
- 17.12. The successful 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 successful 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 successful 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 registered security officers by the State Security Agency (SSA). Appointment of successful bidder(s) will be subject to positive background checks.
- 17.18. The successful bidder(s) must keep available for inspection, at headquarters, personnel files as well as all appropriate documents of all security personnel in his service.
- 17.19. SASSA reserves the right to ascertain from the Private Security Regulatory Industry (PSIRA) whether the security personnel in service are registered with PSIRA.

- 17.20. SASSA reserves the right to re-negotiate the price increase at the time of increase based on information that will be available through the Government Gazette.
- 17.21. The bid price must be inclusive of all relevant costs in terms of the PSIRA illustrative structure/schedule in accordance with the areas and as determined by the Sectorial Wage Determination guidelines issued from time to time by the Department of Labour, as well as the running costs, public liability insurance and equipment.
- 17.22. Price adjustment must not occur more than once in a year. Adjustments will only be reviewed when proof of increase from PSIRA and any other recognized or legal structure(s) is presented and upon written request. SASSA will for the purposes of implementing annual adjustments as promulgated or pronounced by the relevant Minister consider and apply stipulations outlined in the recently issued circulars/sectorial determinations in line with the following:
- 17.22.1. Pricing for the first twelve (12) months should remain fixed. For the remaining twenty-four (24) month of the contract:
- 17.22.1.1. Consumer Price Index (CPI) as issued by Statistics South Africa;
- 17.22.1.2. Sectorial Wage Increment adjustments, as per the cost of labour formula, will be applied.
- 17.23. The successful bidder(s) will be expected to submit written requests related hereto within two months of such pronouncement(s) in order to enable SASSA to process such requests.
- 17.24. To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with the price schedule issued by SASSA and not utilise a different format (**Quote for year 1 only**). Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 17.25. The successful bidder(s) will enter into a Service Level Agreement (SLA) with SASSA.
- 17.26. Successful bidder(s) must attach proof of footprint in Gauteng which include valid lease agreement (s)/title deed(s). Bidders who are unable to provide proof hereof will be expected to establish offices in Gauteng within a period of 2 (two) months. In the event that the bidder fails to establish offices in Gauteng within the required period and to produce the proof connected herewith, the Agency will have no other option but to terminate the contract. The SASSA Security Manager will in the second month of the contract visit the newly-established offices/facilities of the appointed bidder to confirm existence or presence of the company.
- 17.27. 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 bidder.

- 17.28. SASSA reserves the right to enter into negotiations with bidders who have been shortlisted, on price reduction negotiations under the conventions embodied in the principles of "Best and Final Offer (BAFO).
- 17.29. Each bid shall once they have been submitted and after closure, constitute a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended or withdrawn.
- 17.30. **Bid proposals submitted must be bound or in a lever arch file and properly indexed. SASSA will not be held responsible for any information that goes missing or disappears due to improper packaging and/or indexing of bid documents.**
- 17.31. SASSA reserves the right to verify and authenticate all the information supplied in the bid documents by the bidder. If SASSA discovers that fraudulent or unverifiable document was submitted during the bidding process, such will lead to disqualification or cancellation.
- 17.32. SASSA may, for any reason during relevant evaluation stage(s), request any Bidder to supply further information and/or documentation.
- 17.33. SASSA reserves the right to inspect the premises, head office and control room of the service provider before and after the bid is awarded. This will be done at unannounced intervals as determined by SASSA.
- 17.34. The appointment of the successful Bidder is subject to the conclusion of Service Level Agreement (SLA) between SASSA and the successful Bidder governing all rights and obligations related to the required services. The SLA shall be prepared by SASSA to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by SASSA (whether arising from the specifications of the successful bidder's proposal or otherwise).
- 17.35. **Due Diligence:**
- 17.35.1. SASSA reserves the right to conduct unannounced Infrastructure Compliance Inspections on the four highest scoring recommended bidders on price and preference before the award of the contract, to confirm the existence and availability of the infrastructure and equipment mentioned in the bid documents **(with specific reference to Annexure C)**. Should it be found that the bidder does not meet fifty percent (50%) of the prescribed Security Control Room compliance and the infrastructure requirements, SASSA will exercise the right to disqualify the bid, as such bid will be deemed as misrepresentation of facts and therefore incapacity on the part of the bidder to render the required services.
- 17.35.2. Any bidder(s) found to have misrepresented facts or information in the bidding documents after the due diligence process shall be disqualified

and blacklisted in terms of relevant/applicable National Treasury Practice Note(s).

## **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 registered security officers.
- 18.3. Bidder(s) must have public liability insurance with R 10 million cover or a letter from the insurer indicating intention to take up cover at the time of submitting the bid documents.
- 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. The evaluation of bids will be based on the 80/20 B-BBEE principle and point of evaluation criteria.
- 19.2. **STAGE ONE: PRE-QUALIFICATION REQUIREMENTS, MANDATORY AND ADMINISTRATIVE COMPLIANCE REQUIREMENTS AND TECHNICAL EVALUATION**
  - 19.2.1. **PHASE ONE: Pre-qualification**
    - 19.2.1.1. Only bidders who are on Broad Based Black Economic Empowerment (B-BBEE) status level of contributor between level 1(one) to 2 (two) are eligible to submit their proposals.
    - 19.2.1.2. Bidders must submit B-BBEE status level Verification Certificates from a Verification Agency accredited by the South African Accreditation System (SANAS).

- 19.2.1.3. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate.
- 19.2.1.4. To qualify for this bid, bidders must be Exempted Micro Enterprises (EME's) or Qualifying Small Enterprises (QSE's) complying with the requirements set out in paragraph 19.2.1.5; 19.2.1.6 and 19.2.1.7 respectively.
- 19.2.1.5. Bidders who qualify as EME's can submit a sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths or B-BBEE certificate issued by CIPC.
- 19.2.1.6. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership.
- 19.2.1.7. A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership.

**NB: Failure to comply with the above requirement will result in your proposal being disqualified.**

#### **19.2.2. PHASE TWO: Mandatory Requirements**

- 19.2.2.1. Bidders must **complete** and submit the attached Infrastructure Compliance Inspections Checklist in order for the Bid Evaluation Committee to confirm the existence of the infrastructure (**Annexure C**). Non-compliance to fifty percent (50%) of the prescribed Security Control Room compliance and the infrastructure requirements will lead to disqualification.
- 19.2.2.2. Proposals must be submitted in line with all attached annexures and detailed specifications. Failure to bid accordingly will disqualify the bid. (**Annexure A, B and C**).
- 19.2.2.3. As proof of mandatory compliance the bidder(s) must submit:
  - 19.2.2.3.1. Public Liability insurance with R 10 million cover or a letter from the insurer indicating intention to take up the cover;
  - 19.2.2.3.2. Certified copy of company registration with PSIRA;
  - 19.2.2.3.3. Company directors' certified copy of PSIRA registration certificate;
  - 19.2.2.3.4. Valid PSIRA letter of good standing.
  - 19.2.2.3.5. Valid certified copy of UIF registration certificate

19.2.2.3.6. Valid Certified copy of COIDA certificate or letter of good standing.

19.2.2.4. Curriculum Vitae (CV) of the Operational Manager and a three (3) year National Diploma in Security Management or Policing or Security Risk Management (NFQ Level 6) plus three (3) years' experience as the Operational Manager in the security industry.

19.2.2.5. Bidder(s) must provide or attach award letters/contracts/purchase orders in respect of each of the contracts completed. Such award letters/contracts/purchase orders from the clients must bear the company logo reflecting name(s) and contact details of client(s); the type of services rendered (specifically guarding services), start, end dates and values of the contracts as signed by previous client(s). Annexure B must be fully completed.

**NB: Failure to submit the above documents will lead to the disqualification of the bid.**

**19.2.3. PHASE THREE: Administrative Compliance**

19.2.3.1. Bidder(s) are required to submit the following documents:

Administrative Requirement	Complaint	Non-compliant
Proof of registration with National Treasury Central Supplier Database		
Tax compliance status PIN		
Company director's certified identification (ID) Copy		
Completed and signed SBD forms by the bidder(s), (SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 7.2.)		
<b>Failure to submit the above documents may lead to the disqualification of the bid</b>		

**19.2.4. PHASE FOUR: Technical Evaluation (Functionality)**

19.2.4.1. 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		60
<b>(a) Experience: Total value of the projects in the last five (5) years</b>		
<b>Values of Contracts</b>	<b>Score</b>	
R1 – R 250 000	1	



EVALUATION CRITERIA		WEIGHT
R 250 001 – R 500 000	2	30
R 500 001 – R 1 000 000	3	
R 1 000 001 – R 10 000 000	4	
R 10 000 001 and above	5	

**(b) Experience: Number of projects in the industry in the last five (5) years**

Number of Contracts	Score	30
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) must provide/attach a table outlining current and previous clients in government, State-Owned Entities and Private Entities reflecting names and contact details of client(s), the types of services rendered, start and end dates and the values of the contracts. **Refer to Annexure B.**

**Bidder(s) must provide or attach award letters/contracts/purchase orders in respect of each of the contracts reflected in table (a) above. Such award letters/contracts/purchase orders from the client(s) must be in the company logo reflecting name(s) and contact details of client(s); the type of services rendered (specifically guarding services), start, end dates and values of the contracts as signed by the client.**

Comprehensive Project Implementation Plan	40
<b>The Comprehensive Project Implementation Plan must cover the following:</b>	
<b>Deployment Plan</b> detailing but not limited to takeover activities, staff orientation, induction, recruitment, handing over duties at exit stage etc. There must be time-frames attached to each activity. Bidders must provide details of at least four (4) project management team members, role of each team member explained and relevant training and experience of each member as well as their CV's.	10
<b>Occupational Health and Safety Plan</b> outlining what the successful bidder 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. Bidders should refrain from attaching the Occupational Health and Safety Act and its Regulations as well as their internal policies as no points will be allocated to such.	10

EVALUATION CRITERIA	WEIGHT
<b>Contingency Plan</b> outlining what the successful bidder will do in crisis situations including but not limited to staff shortages, strikes/labour unrests, shortage of equipment, adhoc arrangements etc. The contingency plan must be detailed. It must be noted that no points will be allocated for emergency management procedures/policies.	<b>10</b>
<b>Training Plan</b> explaining specific target areas, intended audience, intended purpose and period at which it will be provided during the existence of the contract. Bidders should refrain from attaching training manuals and procedures as no points will be allocated for such.	<b>10</b>
<b>TOTAL</b>	<b>100</b>

**19.2.5. Bidders must obtain a minimum of 70 points on technical evaluation to qualify for further evaluation on Price and Preference.**

### **19.3. STAGE TWO: PRICE AND PREFERENCE**

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 (2022) PSIRA illustrative pricing structure threshold of A+B will be deemed non-compliant and therefore disqualified.

**19.3.1. The 80/20 preference points system will apply in the evaluation of proposals submitted.**

<b>Price and Preference</b>	<b>100</b>
<b>Price</b>	<b>80</b>
<b>BBBEE Status level of contribution</b>	<b>20</b>

**19.3.2. Points awarded for BBBEE Status level of contribution will be evaluated for preference as follows:**

**19.3.2.1.** In terms of Regulation 6(2) and 7 (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 (80/20 system)
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>

BBBEE Status level of Contributor	Number of Points (80/20 system)
<b>Non-compliant contributor</b>	<b>0</b>

19.3.2.2. Bidder(s) must submit a valid BBBEE Verification Certificate from a verification agency accredited by the South African National Accreditation System (SANAS), or a valid original 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. The BBBEE verification certificate and the sworn affidavit must have been issued within twelve months.

## **20. BID AWARD AND CONTRACT**

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

## **21. 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 at Head Office, Pretoria will be responsible for the overseeing of security contract.

22.2. Address of where bids must be submitted:

### **SASSA House**

501 Prodinsa Building  
Corner Pretorius and Steve Biko Street  
Arcadia  
Pretoria

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

Technical enquiries

Contact Person	Email Address
Mr. Moyahabo Mokakabye	<a href="mailto:securitybid@sassa.gov.za">securitybid@sassa.gov.za</a>

Supply Chain Management

Contact Person	Email Address
Ms. Mogafe Mphahlele	<a href="mailto:securitybid@sassa.gov.za">securitybid@sassa.gov.za</a>

## 23. BRIEFING / INFORMATION SESSION

There will be a non-compulsory virtual (MS Teams) briefing session to be held as per date and time specified in the invitation to bid (SBD1).

Service providers are required to send registration to the email: [securitybid@sassa.gov.za](mailto:securitybid@sassa.gov.za) to enable SASSA to send a link for the attendance of the briefing session.

All enquiries, questions and requests for clarification that may arise in relation to this Bid is to be done in writing and addressed to the below email address listed in the Invitation to Bid.

It is important to note that for all questions you need to:

- Ensure that you add the Bid Ref# in the subject line of your e-mail
- The company's name, contact and telephone number is clearly stated
- The question is clear and concise
- Where applicable, reference be made to specific points within this Bid
- All questions to be made to [securitybid@sassa.gov.za](mailto:securitybid@sassa.gov.za).
- Submitting of questions on the date of closure will not result in the extension of the Bid closing date and time



**ANNEXURE B: CLIENT REFERENCES TEMPLATE – COMPLETION IS COMPULSORY**

Indicate all the current and past contracts in the table below in relation to **ONLY** those relevant to the Provision of Guarding Services required in the bid specifications. Only relevant experience shall be considered during the bid evaluation process.

NR	Name of client / organization where contract is being executed/was executed	Contract period (indicate start and end dates) e.g. 1 April 2012 to 31 March 2013	Is the contract Current or Past? (please indicate accordingly)	Contact person: of your client	Contact number: of your client	Rand Value of Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
16						
17						

**NB: SASSA reserves the right to verify the contents of this list directly with the bidders' clients and also conduct site inspections**



# 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](http://www.sassa.gov.za)



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**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, <i>etcetera</i> , permanently displayed on the control room wall		



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IDENTIFIED AREA OF NEED/REQUIREMENT(S)	YES	NO
First Aid Kit available		
Firearms safes available		
Standard Operational Procedures for Control Room Operators Available.		
Duty/Shift Plans for Security Officers available		
Employee Database Available and Updated		
Fire Extinguisher(s) available		
Access into the Control Room registered/recorded		
Control Room Operators trained for the job – proof required		
Control Room Operators registered with PSIRA at appropriate levels		
ICASA radiation certificates for radios		
Display of charts relating to legal requirements and best practices in the security industry, for example BCEA, OHS, etc.		

**CONFIRMATION BY SERVICE PROVIDER REPRESENTATIVE**

**FULL NAMES:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



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www.sassa.gov.za

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**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.

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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](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.



**7. Performance security**

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

**8. Inspections, tests and analyses**

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

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

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

may be due to him

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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