

ERRATUM

Kindly be informed that there has been amendments on our TOR on page 16, point 1 and 5 since we will not be subcontracting.

Under heading: 18.1.4 Phase 2 – Administrative Compliance

Point no 1 - Proof of registration with National Treasury Central Supplier Database for bidder

And

Point no 5 - Valid certified copy of COIDA certificate or Letter of Good standing.

INVITATION FOR QUOTATIONS

THE SOUTH AFRICAN SOCIAL SECURITY AGENCY INVITES QUOTATIONS

Project title:	APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KWAZULU NATAL REGION FOR THREE (3) MONTHS (01 OCT – 31 DEC 2021) – REGIONAL OFFICE AND PMB DISTRICT
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Quote no:	SASSA 254/21	Closing Date:	20 September 2021
Closing time:	11H00	Validity period:	60 days

1. COMPLETION OF QUOTATION/BID DOCUMENTS:

- a) All quotations documents must be fully completed in ink
- b) Completed forms must be addressed to the South African Social Security Agency and emailed or faxed to the fax number below.
- c) This quotation is subject to the GCC (General Conditions of Contract) and any other special conditions of contract where applicable.
- d) The taxes of the successful bidder must be in order, or satisfactory arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations.
- e) **Your quotation must be on a Company Letterhead / Company Stamp and signature, include Total Price, indicate Sassa quote number, validity period, and must be VAT inclusive, (where applicable)**
- f) **Quotations must include the current CSD Report, valid Tax Clearance Certificate OR PIN NUMBER for Tax Clearance Certificate.**
- g) Quotations equal to R30,000.00 and above shall be evaluated on 80\20 point system
- h) Suppliers to declare if they have running orders or contracts with SASSA. Please indicate order number and date of the running contract on your current quotation.
- i) SBD forms must be completed in full, failure to do so **MAY** invalidate your quotation.
- j) **Valid copy of BBEE Certificate or SWORN Affidavit (if applicable)**
- k) Certified Copies of CIPC (Previously known as CIPRO) registration (within 6 months).
- l) Valid certified copy of UIF certificate or letter of good standing for the bidder.
- m) Valid **PSIRA** Registration of the bidder or **PSIRA** Letter of Good standing.
- n) Certified copy/s **PSIRA** Registration of all Directors.
- o) Valid Certified copy of **COIDA** certificate or letter of good standing for the main company and subcontractor.

ITEM NUMBER	DESCRIPTION	QUANTITY
	Documents downloaded from the website: www.sassa.gov.za	

ENQUIRIES RELATED TO DOCUMENTS MAY BE ADDRESSED TO:

BUYER:	SCM	Telephone no:	033 846 3399
Cell no:	N/A	Fax no:	N/A
Email:	Bid Documents must be deposited in Tender Box.		
EMAILED DOCUMENTS WILL NOT BE ACCEPTED	Address: 1 Bank Street, PMB,3201		

SIGNATURE OF SUPPLY CHAIN MANAGEMENT OFFICIAL

DATE: 09.09.2021



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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA 254/21	CLOSING DATE:	20/09/2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KWAZULU NATAL REGION FOR THREE (3) MONTHS (01 OCT – 31 DEC 2021) – REGIONAL OFFICE AND PMB DISTRICT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA BUILDING AT RECEPTION TENDER BOX					
1 BANK STREET					
PIETERMARITZBURG					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Thabiso N. Cingo		CONTACT PERSON	Ms Sophie Zwane	
TELEPHONE NUMBER	033 846 3399		TELEPHONE NUMBER	033 846 3387	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
	ThabisoC@sassa.gov.za		E-MAIL ADDRESS	SophieZ@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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 PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



TERMS OF REFERENCE:

APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KWAZULU NATAL REGION FOR A PERIOD OF THREE (3) MONTHS (01 OCT – 31 DEC 2021)

ACRONYMS

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

1. OBJECTIVE

The main objective is to invite bids from prospective service providers for the provision of guarding services for a period of three (3) months at SASSA Regional Office, District Offices, Local offices and Records Management Center.

2. BACKGROUND

2.1 SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act 13 of 2004).

2.2 The Control of Access to Public Premises and Vehicles Act 1985, Act No. 53 of 1985 as amended; the Criminal Procedure Act 1977, Act No. 51 of 1977; the Minimum Information Security Standards (MISS); the Minimum Physical Security Standards (MPSS); the SASSA Security Policy and various other legislations that regulate security within the Organs of State, prescribe the implementation of security measures as the most crucial in protecting assets of the state and ensuring business continuity.

2.3 The SASSA regions are currently structured as follows:

2.3.1 Regional Office;

2.3.2 District Offices;

2.3.3 Local Offices;

2.3.4 Records Management Center.

3. SCOPE OF WORK

3.1 The contract is for the supply of guarding services in all KwaZulu Natal offices occupied/utilized by the South African Social Security Agency.

3.2 **The security guards required will be allocated in the Regional office, PMB District, PMB Local office and RMC. The number of required security guards are as follows:**

3.1.1 Day Shift: Total 59 (M/F)

3.1.2 Night Shift: Total 36 (M/M)

3.3 In terms of Control of Access to Public Premises and Vehicles Act 1985 (Act no 53 of 1985), the Minimum Physical Security Standards as well as Minimum Information Security Standard (MISS) all the Government institutions need to be

protected on 24 hourly basis. Successful bidder must provide registered security officers that will render physical security services on a 24-hour basis for a fixed term of 3 months.

3.4 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:

3.4.1 Control access to premises taking into account access control principles of identification, escort, authorization, recording and searching of personnel and vehicles;

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

3.4.3 Recording of all incidents in relevant registers;

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

4. EXPECTED DELIVERABLES

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

4.1.1 A fully functional security control room. The security control room must meet the following basic requirements:

- Operate 24 hours;
- Manned by trained control room operators – the level of training to be verified during site visits;
- Constructed with solid wall, concrete slab ceiling, have no windows, having air-conditioned and access to it controlled;
- Not shared with any other service provider;
- Equipped with base radio, telephone, first aid kit, fire extinguisher, occurrence book/incident register, operating manuals for all equipment in the control room, duty rosters for registered security officers and employee database;
- ICASA radiation certificate for the radios;
- Firearms safe;
- Must meet applicable legal requirements and security industry best practices.

5. GENERAL DUTIES AND RESPONSIBILITIES OF THE BIDDER

- 5.1. To provide guarding services meant to protect SASSA assets including personnel, information and equipment against damage, theft and vandalism.
- 5.2. To perform access control duties, patrol SASSA premises to prevent unauthorized persons from entering and removing equipment or assets such as beneficiary files etc. from the premises concerned and prevent any other criminal activities.
- 5.3. To protect employees, visitors and customers by preventing or minimizing the risk of injury including death.
- 5.4. To apprehend any suspicious person on the premises and to take action as mandated and required by the laws of the Republic of South Africa.
- 5.5. To report any suspicious action or unusual occurrence/incident to the South African Social Security Agency and the South African Police Services (SAPS).
- 5.6. Registered security officers must be supervised on a daily/nightly basis and be equipped to perform their duties as agreed upon.
- 5.7. To prevent and remove persons from illegal dumping, erecting of structures on and occupying premises under the control of SASSA.
- 5.8. To monitor security threats and risks within the SASSA's area of responsibility and provide an early warning to facilitate proactive interventions.
- 5.9. The bidder shall conduct business in a courteous and professional manner.
- 5.10. The bidder to provide necessary documentation as requested prior to the awarding of the contract.
- 5.11. The bidder must undertake to provide a certain and reasonable number of additional staff as required for the rendering of services at the sites during crisis situations as explained in detail in paragraph 12 and 13 below.
- 5.12. To maintain a 24/7 permanently manned office/control room for the duration of the contract to enable continuous communication with SASSA and the bidder's field staff.
- 5.13. The bidder must have a functional radio control room, cellular phones with sufficient airtime for effective communication.

6. MANAGEMENT AND SUPERVISION

- 6.1. The bidder should make provision for the Operational Manager who shall exercise supervision of registered security officers and/or activities on behalf of the bidder. The Operational Manager shall be a competent and responsible individual who has a minimum of three (3) years' experience in carrying out security functions at management level. The Operational Manager must be in the employment of the main bidder or submit with the signed letter of intent of employment 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 shall recognize and obey the delegated person to whom any such powers or functions have been delegated.
- 6.3. The bidder shall exercise adequate supervision over the services at each facility and shall be represented by a representative having full power and authority on behalf of the Operational Manager. Such representative shall be competent and responsible and shall have adequate experience in carrying out the security functions provided in terms of this agreement.
- 6.4. The bidder shall be required to carry out proper supervision of his own personnel by means of at least two visits by an off-site supervisor per shift. The Operational Manager should visit each site at least twice per week, one of which should 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 and the pocket books of security personnel visited.
- 6.5. The bidder shall at all times be responsible for the acts and omissions of his employees providing guarding services to SASSA in terms of this agreement while they are acting within the course and scope of their duties and employment.

7. ADMINISTRATIVE INFRASTRUCTURE

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

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

8. LEGAL REQUIREMENTS.

8.1. The contract shall in all respects be construed in accordance with the laws of the Republic of South Africa and any disputes that may arise between the bidder(s) and SASSA in regard to the contract shall be settled within the courts of the Republic of South Africa.

8.2. Bidder(s) shall comply, but not limited to, with the following relevant legislation:

- 8.2.1. The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);
- 8.2.2. The Private Security Industry Regulations, 2002 dated 14 February 2002;
- 8.2.3. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993);
- 8.2.4. The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
- 8.2.5. The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
- 8.2.6. The Firearms Control Act, 2000 (Act no. 60 of 2000);
- 8.2.7. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
- 8.2.8. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);
- 8.2.9. National Treasury Implementation Guide – Preferential Procurement Regulations, 2017.

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

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

9. CONFIDENTIALITY.

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

10. SECURITY PERSONNEL.

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

10.1.1. Registered security officers must be able to read and write in English and a minimum of Grade C PSIRA registration;

10.1.2. Supervisors must have Grade 12 and Grade C PSIRA Certificate;

10.1.3. All security officers must for the purposes of report writing and making entries in the relevant registers, be able to read and write in English;

10.1.4. Security officers must not be younger than 18 years of age;

10.1.5. Security officers must be prepared to work a maximum of 12 hours shifts;

10.1.6. Supervisors and security officers must have undergone and passed the formal registered security officers training;

10.1.7. 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;

10.1.8. 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.

11. WORKING HOURS AND RATES

11.1. Guarding services shall be provided twenty-four hours and seven days a week.

11.2. Bidder to apply and remunerate registered security officers in accordance with standards rates as prescribed by the Private Security Industry Regulatory Authority.

12. ADDITIONAL / ADHOC GUARDING SERVICES

12.1. Due to security operational requirements within SASSA KZN, additional guarding services may periodically be required on an *ad hoc* basis such as during SASSA KZN events etc.

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

12.2.1. SASSA KZN shall in advance request confirmation from the contracted bidder to establish its capacity and ability to render the required additional services at the time that the service is needed. The contracted bidder shall be expected to have capacity to provide *ad hoc* / additional guarding services.

12.2.2. The bidder's confirmation shall also include a detailed plan and dedicated team with a Manager when necessary.

12.2.3. The contracted bidder shall provide SASSA with a quotation for the required ad hoc services.

12.2.4. SASSA shall assess the bidder's confirmation for the rendering of additional guarding services before acceptance.

12.2.5. SASSA shall have the right to procure alternative bidder in cases where the contracted bidder:

- a) Confirms in writing that they do not have the capacity or ability to render the required *ad hoc* services;
- b) The quotation is not in compliance with the PSIRA requirements;
- c) The quotation is not market related; and
- d) The services cannot be adequately provided.

12.2.6 Payment for such services will be calculated separately from the normal guarding services and will be subject to the provision of accepted quotations prior to engagement of such services and proof that the services were rendered as required.

12.2.7 The security officers provided for the ad hoc services/event may be subjected to security screening or vetting by the State Security Agency (SSA) as may be required.

13. TRAINING OF SECURITY PERSONNEL

13.1. The bidder shall before the effective date of the contract, provide proof PSIRA of certificates of all security personnel that will be utilized on this contract, as Grade A, B, and C.

13.2. Personnel issued with firearms must receive refresher training for such firearm(s) from an accredited service provider. The results of such training must be made available to SASSA upon request. Personnel should be professionally and formally trained and be able to use and handle a firearm when required.

13.3. SASSA shall conduct random competency tests/inspections of the bidder's security personnel.

- 13.4. The bidder's personnel shall after completion of their refresher training, have expertise to execute their functions effectively, in particular regarding but not limited to the execution of their functions, including the legal aspects thereof.
- 13.5. Bidders must provide refresher training to their personnel before the commencement date to ensure that the personnel will immediately be qualified to perform their services to the level of professional efficiency required by SASSA.
- 13.6. The bidder shall be responsible for all costs incurred in the refresher training of security personnel.

14. BIDDER(S)'S OBLIGATIONS

- 14.1. To ensure that all staff working under this contract are in good health and pose no risk to any SASSA employee and clients/contractors.
- 14.2. To comply with SASSA security and emergency policies.
- 14.3. To ensure that SASSA is informed of any removal or replacement of registered security officers.
- 14.4. To have the required number of registered security officers available to render a service to the Agency during any crisis or adhoc situations.
- 14.5. To pay all registered security officers employed by the bidder the minimum wages according to the applicable sectoral determination.
- 14.6. 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 should comprise / consist of the following but not limited to:

14.6.1. Male Registered security officers:

- Baton, Jacket, Jersey, formal trousers, shirt, formal shoes, rain suite, tie.

14.6.2. Female Registered security officers

- Baton, blouse/shirt, jacket, jersey, shoes, skirt/trousers, stockings, rain suite, tie/cravat.
- 14.7. The bidder must provide a contingency plan which will cater for the strikes/unrests or any unplanned eventuality that have the potential to disrupt services to the Agency.
 - 14.8. The bidder must agree to personnel suitability 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
 - 14.9. The bidder should provide all equipment but not limited to the following:
 - 14.9.1. Occurrence Book and other relevant security registers;
 - 14.9.2. Fully operational radios; or cellphones with sufficient airtime
 - 14.9.3. Fully operational torches,
 - 14.9.4. Panic buttons;
 - 14.9.5. Pocket Book;
 - 14.9.6. PSIRA Identification Cards;
 - 14.9.7. Company identification card
 - 14.9.8. Pens;
 - 14.9.9. Handcuffs and keys;
 - 14.9.10. Handheld metal detectors;
 - 14.10. The bidder(s) shall acquaint her/himself with any relevant wage regulating measures or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of agreement.
 - 14.11. The bidder(s) shall provide 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 as per the regulated sectorial determination.
 - 14.12. The bidder(s) shall provide the Agency with the payroll report for a month before and after the implementation of the approved increase as per the regulated sectorial determination.
 - 14.13. The bidder(s) shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses, provident fund contributions and insurance premiums.

The bidder(s) shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognized authority in respect of security personnel provided or as a result of the security personnel being provided by the bidder(s) in terms of this

agreement and shall on request furnish sufficient documentary proof to SASSA that these payments have in fact been made, e.g. Provident fund, UIF etc

15. PENALTIES

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

ITEM	PENALTY
Unavailability of two-way/Hand-held radio	R 250, 00 per shift per site.
Unavailability of two torch/flashlight	R 250, 00 per shift.
Unavailability of Panic Button(s)	R 1 000, 00 per shift per site
Unavailability of Handheld metal detectors	R 250, 00 per shift per site.
Unavailability of Standard Operating Procedure on Site	R 100, 00 per shift.
Unavailability of Uniform	R 250, 00 per item per shift.
Unavailability of Raincoat	R 250, 00 per person per shift.
Unavailability of Occurrence Book	R 500, 00 per shift.
Unavailability of Pocket Book	R 150, 00 per person per shift.
Unavailability of Pens	R 50, 00 per person per shift.
Unavailability of Handcuffs and keys	R 250, 00 per shift.
Sleeping on duty	R 1000, 00 per person per shift.
Under the influence of alcohol and drugs	R 1000,00 per shift)
Late posting	R 500, 00 per cost per hour.
Short posting	R 1500, 00 per person per shift.
Desertion of post	R 1500, 00 per person per shift.
Falsification of entries into the occurrence book	R 500, 00 per page on which faults were found. Removal of the Security Officer involved, disciplinary action.
Failure to report incident	R 500, 00.
Monthly report not received within 05 days	R 1000,00 per company report
Unavailability of Management/Supervisory visit	R 1500, 00 per site per shift.
Unavailability of security refresher course (s)	R 500, 00 per site per shift.
Unauthorized disclosure of information	Proof of Disciplinary action
Late/non-payment of salaries	R 250 per security officer not paid
Expired PSIRA identification cards/certificate	R 500, 00 per security officer.

16. BID CONDITIONS

- 16.1. SASSA reserves the right to award the bid to one or more service providers.
- 16.2. SASSA reserves the right to award the bid in whole or only partial.
- 16.3. Bidder are expected to submit proposals and security specifications as reflected in the Bid document.
- 16.4. The bidder shall allow his personnel to attend and if necessary, testify in court proceedings, as well as in disciplinary and arbitration proceedings should SASSA deem it necessary, provided SASSA has notified the bidder within a reasonable time before the start of the proceedings that the presence of the bidder(s)'s personnel is required by SASSA.
- 16.5. The contract shall be terminated immediately should the successful bidder(s) no longer qualifies as a service provider in terms of the PSIRA Act, 2001 (Act 56 of 2001).
- 16.6. SASSA reserves the right to cancel the contract forthwith and to terminate the services of the bidder(s) without prior notice to do so if the bidder(s) becomes unable for any reason whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder(s). In such an event, the bidder(s) shall, when called to do so, hand over to SASSA all documents which are related to the contract.
- 16.7. The Agency may in certain instances require an increase or decrease in the number of security personnel at a service station/office. The number of security officers may be scaled down due to the fact that SASSA is gearing towards the implementation of digital/electronic security systems in identified offices/areas. The scaling down of the number of security officers will be implemented in phases commencing at any time during the course of the contract. The Agency will prior to effecting such a decrease or increase notify the service provider in writing.
- 16.8. Should SASSA property or any part(s) of SASSA property be damaged or destroyed, SASSA will, in its discretion determine which part(s) of the property no longer be bound by the stipulations of this agreement and no claim for indemnification in favour of one party against the other shall result from there. In respect of the remaining part(s) of the premises, which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of date of such change. If the damaged to property is repaired.

- 16.9. SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.
- 16.10. The bidder(s) undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as is practically possible before the commencement of this agreement.
- 16.11. No security personnel provided by the bidder(s) shall comment to the press or any other public communications media upon the business of SASSA.
- 16.12. The bidder(s) shall notify SASSA in writing of any change of address within five days hereof.
- 16.13. The personnel provided in terms of this agreement shall report for duty at those points indicated by SASSA. These points of reporting may vary from time to time according to the operational requirements of SASSA.
- 16.14. The bidder(s) shall provide SASSA with daily posting sheets immediately when required by SASSA.
- 16.15. The bidder(s) shall be responsible for all costs incurred in the transport, deployment and posting of security personnel.
- 16.16. Training, vetting, criminal checks, issuing of uniform and equipment, standing operating procedures must be completed ten working days before the commencement of the contract.
- 16.17. SASSA reserves the right to inspect the services rendered by the bidder(s) at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 16.18. The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.
- 16.19. The bidder(s) shall take all possible steps to ensure that the contract and the intended execution take place.
- 16.20. SASSA reserves the right to conduct security background checks in respect of the recommended bidder and its directors or members as well as registered security officers by the State Security Agency (SSA). Appointment of successful bidder will be subject to positive background checks.
- 16.21. The bidder must keep available for inspection, at headquarters, personnel files as well as all appropriate documents of all security personnel in his service.

16.22. The successful bidder(s) will enter into a Service Level Agreement (SLA) with SASSA.

16.23. Bidder should attach proof of footprint (Functional control room and office) in the province which include valid lease agreement(s)/title deed(s).

17. PUBLIC LIABILITY

17.1. The bidder 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.

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

17.3. Bidder(s) must have public liability insurance with R 2 million cover or a letter from the insurer indicating intention to take up cover at the time of submitting the bid documents.

17.4. In the case of the loss or damage to property resulting from providing service, the bidder(s) undertakes to repair/rectify the damage immediately after the notification by Security Management in the Agency. If the bidder(s) fails to act after such notification, SASSA will rectify the damages at will and the costs will be recovered from the bidder(s).

18. EVALUATION OF PROPOSALS

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

18.1. STAGE ONE

18.1.1. Phase One - PSIRA pricing structures mandatory

18.1.2. Phase Two - Administrative compliance

18.2. **STAGE TWO**

18.2.1 Phase One – Price Preference

STAGE ONE

18.1.3 Phase 1 - PSIRA Pricing Structures Mandatory

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

SASSA will consider PSIRA pricing structures. Therefore, bidder(s) must not deviate from the applicable PSIRA Illustrative pricing structures/guidelines by quoting below the current year (2020) PSIRA illustrative pricing structure (A+B+C).

18.1.4 Phase 2 - Administrative Compliance

Bidder(s) must submit the following documents:

Administrative Requirement	Complaint	Non-compliant
Proof of registration with National Treasury Central Supplier Database for the bidder.		
Tax compliance status PIN.		
Fully completed and signed SBD forms by the bidder(s).		
Valid certified copy of UIF certificate or letter of good standing for the bidder.		
Valid Certified copy of COIDA certificate or letter of good standing for the bidder.		
PSIRA Registration of the bidder or PSIRA Letter of Good standing.		
Certified copy/s PSIRA Registration of all Directors.		
Certified copy of CIPC Company registration documents.		
NB: The validity period of all certified copies of documents must not exceed six (6) months. Failure to submit the above documents may lead to disqualification of the bid.		

18.2 STAGE TWO

18.2.2 Phase 1 - Price and Preference

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

Price and Preference	100
Price	80
BBBEE Status level of contribution	20

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

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

BBBEE Status level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

19. BID AWARD AND CONTRACT

- (a) The contract will be concluded between SASSA and the successful bidder(s).
- (b) The contract period is from the date determined in the award letter and contract notwithstanding the date of signing the contract.

(c) SASSA reserves the right to award the bid to one or more bidder(s).

20. ANTI BRIBERY AND CORRUPTION CLAUSES

20.1 The bidder represents that it is familiar with (i) the South African Prevention and Combatting of Corrupt Activities Act, Act 12 of 2004, and (ii) other public and commercial anti-bribery laws which may apply ("**Anti-Bribery Laws**").

20.2 The bidder represents that this tender process will be done in compliance with the Anti-Bribery Laws.

20.3 The bidder warrants that it and its affiliates have not made, offered, or authorized and will not make, offer or authorize with respect to the matters which are the subject of this tender, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any officer or employee of SASSA or any public official (i.e. any person holding a legislative, administrative or judicial enterprise) office, including any person employed by or acting on behalf of a public agency, or a public or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.

20.4 The bidder shall not make any payment (facilitation payment) to any employee of SASSA to solicit a pre-determined outcome on a procurement matter or to speed up an administration process in the realization of a pre-determined outcome.

20.5 The bidder represents that, to the best of its knowledge and belief, and save as disclosed to SASSA, neither it nor any of its personnel have been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any breach of the Anti-Bribery Laws by any law enforcement, regulatory or other government agency or any customer or supplier; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any breach of the Anti-Bribery Laws, or been debarred from bidding for any contract or business; or are public officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of the company. The bidder agrees that if, at any time, it becomes aware that any of the representations set out in this clause are no longer correct, it will notify SASSA of this immediately in writing.

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

21. SECURITY CONTRACT ARRANGEMENTS

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

Bids should be submitted/deposited at the tender box

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

a) Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
KwaZulu Natal	033 846 3387	Ms. Sophie G. Zwane	SophieZ@sassa.gov.za

b) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
KwaZulu Natal	033 846 3399	Ms. Thabiso N. Cingo	ThabisoC@sassa.gov.za

22. SECURITY CONTRACT PERIOD

The security management unit at SASSA KZN region will be responsible for overseeing of security contract. The successful bidder(s) will be expected to provide guarding services for a period of three (3) months, from the date of contract.

