

SASSA:02-26-CS-NC

INVITATION TO BID

SASSA:02-26-GA-NC APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) NORTHERN CAPE REGION FOR A PERIOD OF TWELVE (12) MONTHS.

THERE WILL BE NO BRIEFING SESSION FOR THIS BID. FOR ANY CLARIFICATION, PLEASE SUBMIT WRITTEN COMMUNICATION OR CONTACT THE RELEVANT OFFICIALS LISTED BELOW UNDER PARAGRAPH 11 COMMUNICATIONS / ENQUIRIES OF THIS TERMS OF REFERENCE.

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**: SASSA Northern Cape Regional Office
Ground Floor
Permanent 'Perm' Building
No: 33 Du Toitspan Road
(Cnr. Du Toitspan Road & Phakamile Mabija)
Kimberley
8301**

**CLOSING DATE : 03 November 2026
TIME : 11:00**

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

**CONTACT PERSON : MR FABIAN WEBSTER
CONTACT NUMBER : 053 802 4933**

SUPPLY CHAIN MANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

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

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



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

South African Social Security Agency
Northern Cape Region

SASSA REGIONAL OFFICE • 33 Du Toitspan Road
Cnr Du Toit Span Road & Phakamile Mabija
Permanent Perm Building
Kimberley 8301

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA:02-26-CS-NC	CLOSING DATE:	03 November 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) NORTHERN CAPE REGION FOR A PERIOD OF TWELVE (12) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GROUND FLOOR, PERMANENT 'PERM' BUILDING (CNR. DU TOITSPAN ROAD & PHAKAMILE MABIJA) KIMBERLEY ,8301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Kagisho Tsomagae		CONTACT PERSON	Mr Fabian Webster	
TELEPHONE NUMBER	053 802 4915		TELEPHONE NUMBER	053 802 4933	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	NCBidEnquiries@sassa.gov.za		E-MAIL ADDRESS	NCBidEnquiries@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:			
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.			
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.			
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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."			
SIGNATURE OF BIDDER:		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

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

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number: SASSA:02-26-GA-NC.
Closing Time 11:00	Closing date...03 November 2026.....

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

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

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

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

*Delete if not applicable

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. BIDDER'S DECLARATION

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

.....

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10	20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9	18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8	16		
B-BBEE Status Level 1 - 2 contributor	7	14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	5	12		
B-BBEE Status Level 3 - 4 contributor	4	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
Others (Non-Compliant)	0	0		
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.				

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

TERMS OF REFERENCE:

APPOINTMENT OF A SERVICE PROVIDER(S) TO RENDER GUARDING SERVICES AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) NORTHERN CAPE REGION, FOR A PERIOD OF TWELVE (12) MONTHS

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1. OBJECTIVE

- 1.1 The main objective of this Bid is to invite prospective service providers to bid for the provision of Guarding Services to SASSA Northern Cape Region for a period of twelve (12) months.

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 other applicable legislation and regulatory instruments prescribe security measures to protect State assets and support business continuity.
- 2.3 The SASSA Northern Cape Region is currently structured as follows:
- 2.3.1 1 x Regional Office.
 - 2.3.2 1 x Records Management Centre.
 - 2.3.3 5 x District Offices; and
 - 2.3.4 53 x Local Offices.

3 BRIEFING SESSION

- 3.1 No briefing session will be held. Bidders may submit requests for clarification in writing to the relevant officials listed under paragraph 11, Communication/Enquiries, of this TOR.

4 SCOPE OF WORK AND DELIVERABLES

- 4.1 In terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act No. 53 of 1985), the Minimum Physical Security Standards and the Minimum Information Security Standards (MISS), government institutions must be protected 24 hours a day, seven days a week. Prospective service providers will therefore be required to provide guarding services at all offices occupied and/or utilised by the South African Social Security Agency in the Northern Cape Region for twelve (12) months, **namely sixty (60) SASSA offices requiring a total of One Hundred and Seventy-Four (174) trained, qualified and PSIRA-registered security personnel. Security officers must hold Grade C**

registration, while designated supervisors must hold Grade B registration, as specified in Annexure A.

NB. Please refer to Annexure A for a Detailed Listing of SASSA Offices and Security Personnel Requirements Pricing Schedule.

4.2 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; therefore, guarding services must include the following functions amongst others but not limited to:

- 4.2.1 Control access to premises considering access control principles of identification, escort, authorization, recording and searching of personnel and vehicles.
- 4.2.2 Patrol of premises in ensuring protection of assets (personnel, property, visitors, beneficiaries and information).
- 4.2.3 Recording of all incidents in relevant registers.
- 4.2.4 Apply and enforce applicable SASSA policies, systems and procedures.
- 4.2.5 Any other security-related duties and ad hoc services as may be reasonably required by the Agency, e.g. Monitoring of installed CCTV cameras where applicable.

5 LEGAL REQUIREMENTS

- 5.1 Responses to the bid must comply with, but are not limited to, the following applicable legislation and regulatory requirements:
- 5.1.1 The Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001).
 - 5.1.2 The Private Security Industry Regulations, 2002 dated 14 February 2002.
 - 5.1.3 The Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).
 - 5.1.4 The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
 - 5.1.5 The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
 - 5.1.6 The Firearms Control Act, 2000 (Act no. 60 of 2000).
 - 5.1.7 The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985).
 - 5.1.8 The Unemployment Insurance Act, 2001 (Act no. 63 of 2001).
 - 5.1.9 Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), and Preferential Procurement Regulations, 2022.
 - 5.1.10 Protection of Personal Information Act 4 of 2013
- 5.2 Should any of the above legislations be amended or replaced, such replacement or amendment should be adhered to.
- 5.3 The contract must in all respects be carried out in accordance with the laws of the Republic of South Africa and any disputes that may arise between the bidder(s) and SASSA regarding the contract shall be settled within the courts of the Republic of South Africa.
- 5.4 GENERAL DUTIES AND RESPONSIBILITIES**
- 5.4.1 To provide guarding services twenty-four hours and seven days a week in accordance with applicable laws, regulations, and industry standards, meant to protect SASSA assets including personnel, information and equipment against damage, theft and vandalism.
 - 5.4.2 ensure that its personnel are appropriately licensed, certified, and trained to perform the required services.
 - 5.4.3 Provide the Agency with a list of personnel assigned to the Agency's premises, including their names, qualifications, and contact information
 - 5.4.4 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.
 - 5.4.5 To protect employees, visitors and customers by preventing or minimizing the risk of injury including death.

- 5.4.6 To respond to suspicious conduct and, where lawful grounds exist, apprehend a person only within the authority conferred by applicable law and approved SASSA procedures, without exercising unlawful detention or search powers.
- 5.4.7 To report any suspicious action or unusual occurrence/incident to the South African Social Security Agency and the South African Police Service (SAPS).
- 5.4.8 Security officers must be supervised on a daily/nightly basis and be equipped to perform their duties as agreed upon.
- 5.4.9 The service provider shall provide the following reports:
 - 5.4.9.1 Monthly activities and observation reports.
 - 5.4.9.2 incident reports; and
 - 5.4.9.3 preliminary investigation reports.
- 5.4.10 To conduct threats and risks assessment as and when required from SASSA at identified sites and provide a report to facilitate proactive interventions.
- 5.4.11 Conduct business in a courteous and professional manner.
- 5.4.12 Undertake to provide a certain and reasonable number of additional staff as required for the rendering of services at the sites during crisis situations.
- 5.4.13 Utilize SASSA- approved registers for standardization. It is the responsibility of the service provider to provide the Security registers immediately upon commencement of the contract. The registers must be submitted to SASSA when they are full.
- 5.4.14 Manage information collected during the contract term as per the operator's agreement that will be concluded between the parties after contracting.

5.5 MANAGEMENT AND SUPERVISION

- 5.5.1 The bidder(s) should make provision for the Operational Manager who must exercise supervision of security officers and/or activities on behalf of the bidder(s). The Operational Manager must be a competent and responsible individual with three (3) years' experience in carrying out security functions at management level. SASSA must be notified in writing of the appointment of the Operational Manager once award is issued.
- 5.5.2 The bidder(s) shall exercise adequate supervision over the services at each facility and shall be represented by a representative having full power and authority on behalf of the Operational Manager. Such representative shall be competent and responsible and shall have adequate experience in carrying out the security functions provided in terms of this agreement.
- 5.5.3 The bidder(s) shall be required to carry out proper supervision of his own personnel in each District. The Operational Manager should visit each District at least once a quarter and as when required.

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

- 5.5.4 At all times be responsible for the acts and omissions of employees providing guarding services to SASSA in terms of this bid while they are acting within the course and scope of their duties and employment.

5.6 SECURITY PERSONNEL.

- 5.6.1 Security personnel must always meet the following requirements:

5.6.1.1 Have a valid Grade C PSIRA Certificate.

5.6.1.2 Supervisors should have Grade 12 and valid Grade B PSIRA Certificate.

5.6.1.3 For the purposes of report writing and making entries in the relevant registers, be able to read and write at least English.

5.6.1.4 Not be younger than 18 years of age.

5.6.1.5 Be prepared to work a maximum of 12 hours shifts.

5.6.1.6 Have undergone and passed the formal security officers training.

5.6.1.7 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.

4.5.1.8 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 behaviour towards them.

- 5.6.2 Be legally eligible to work in the Republic of South Africa and provide valid identity and, where applicable, work-authorisation documentation, together with the required PSIRA registration and security-screening records.

5.6.3 ADDITIONAL / AD HOC GUARDING SERVICES

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

- 5.6.4 Requests for additional guarding services will be handled as follows:

5.6.4.1 SASSA will 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) will be expected to have capacity to provide ad hoc / additional guarding services.

5.6.4.2 The bidder(s)'s confirmation will also include a detailed plan and dedicated team with a manager when necessary.

5.6.4.3 The contracted bidder(s) will provide SASSA with a quotation for the required ad hoc services.

5.6.4.4 SASSA will assess the bidder(s)'s confirmation for the rendering of additional guarding services before acceptance.

5.6.4.5 SASSA reserves the right to procure from alternative bidder(s) in cases where the contracted bidder(s):

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

5.6.4.6 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.

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

5.7 ADMINISTRATIVE INFRASTRUCTURE

- 5.7.1 Bidder(s) should attach proof of footprint in the province, i.e. a valid lease agreement(s), title deed(s) or municipal account with the service provider's address to demonstrate the existence of an established office in the Northern Cape. Bidders should have a fully operational security control room in the Northern Cape Province. Documentary proof is mandatory at Stage 1; the submitted capacity information will be scored during functionality; and only the three highest-scoring bidders on Price and Specific Goals will be physically inspected at Stage 3 against **Annexure C – Infrastructure Capacity Checklist**.
- 5.7.2 The bidder(s) should demonstrate the capacity to have the administrative and management infrastructure to manage the contract at the time of commencement of the contract. Such administrative and management infrastructure must include but not limited to clearly marked vehicles, immovable office structure, personnel, 24 hours' functional Security Control Room at their premises, and means of communication e.g. two-way radios, cellular phones, etc. for effective communication.
- 5.7.3 The afore-mentioned Security Control Room must meet all the basic requirements as contained in **Annexure C – Infrastructure Capacity Checklist** provided.

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

5.8 SUB-CONTRACTING

- 5.8.1 If bidders decide to sub-contract any portion of the contract, the following must be submitted as proof of subcontracting agreement:
- a) Subcontracting agreement between the main bidder (s) and the subcontractor clearly stating the percentage and service to be subcontracted. The value service subcontracted must add up to the total percentage proposed for the subcontracting amount.
 - b) All valid and originally certified copies of accreditation and/or certification documents required in paragraph 8.1 must be submitted as proof of the competency of the sub-contractor for the related services.
- 5.8.2 A list of potential subcontractors in the Northern Cape who are registered in the Central Supplier Database is available and may be drawn by accessing the following link: www.csd.gov.za
- 5.8.3 Main contractors/suppliers must not subcontract their subsidiary companies as this may be interpreted as subcontracting with themselves and/or using their subsidiaries for fronting.
- 5.8.4 It is the responsibility of the bidder(s) to select subcontractors that meet all the requirements of the bid so that their bid is not jeopardized by the subcontractor when evaluated e.g. capacity, ability and capability to execute sub-contracted areas. The bidders are responsible for all due diligence on their sub-contractors.
- 5.8.5 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors and personnel of its sub-contractors comply with all terms and conditions of this bid. Sub-contractors will at all times remain the responsibility of the bidder and SASSA (NC) will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

Standard bidding documents (SBD) forms must be fully completed and compliance documents as stated in paragraph 8 must be submitted by both the bidder and subcontractor.

6 SUCCESSFUL BIDDER'S OBLIGATIONS

6.1 The successful bidder/s who meet the qualifying criteria as stated in this Terms of Reference must ensure the following amongst others but not limited to:

- 6.1.1 Subcontracts – consistent with GCC 20.1; the provider shall notify the SASSA in writing of all subcontracts awarded under the contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
- 6.1.2 Before the commencement date of services or as otherwise agreed upon between the parties, provide criminal record checks, proof of PSIRA certification and ID copies of all security personnel that will be utilized on the agreed contract.
- 6.1.3 Provide proof of valid PSIRA certification for all personnel assigned to the contract: Grade C for security officers and Grade B for designated supervisors, as specified in Annexure A. SASSA shall conduct random competency tests and inspections.
- 6.1.4 Appoint officials/personnel who are being subjected to and passed the criminal record checks by the South African Police Service (SAPS) and the same must be submitted within a month after commencement of the contract to SASSA.
- 6.1.5 Agree to reliability checks by the State Security Agency (SSA) on the company and all directors of the company or member of the close corporation prior to the signing of the contract.
- 6.1.6 That SASSA's interests are always served during the contract period. Any information gained by the bidder(s) during the contract must be kept in strict confidence and may not be used without the written permission of SASSA.
- 6.1.7 Provide proof of induction and training on standard operating procedures, emergency procedures, security breaches and the code of conduct.
- 6.1.8 Responsible for all costs incurred in the training of security personnel.
- 6.1.9 That all staff working under this contract are in good health and pose no risk to any SASSA employee and clients/contractors.
- 6.1.10 Comply with SASSA security and emergency policies.
- 6.1.11 Allow personnel to attend and if necessary, testify in court proceedings, as well as in disciplinary and arbitration proceedings. SASSA will notify the service provider within a reasonable time before the start of the proceedings.
- 6.1.12 That SASSA is informed of any removal or replacement of security officers.
- 6.1.13 Have the required number of security officers available to render a service to the Agency during any crisis or adhoc situations.
- 6.1.14 Acquaint themselves with any relevant wage regulating measures or statutory enactment which may be in force, or which may be contemplated, affecting conditions of employment during the term of agreement, and remunerate security personnel employed by the bidder(s) the minimum wages and all

applicable benefits e.g. Nightshift, Sunday allowances, etc. as prescribed by the Private Security Industry Regulatory Authority (PSIRA) and applicable Sectorial Determination.

- 6.1.15 Provide audited proof that remuneration paid to each of their employee was adjusted by at least the amount with which the statutory wage applicable to each security officer was increased. SASSA reserves the right to request the pay slips of security personnel to confirm compliance to the legislated remuneration rates.
- 6.1.16 The payment of all applicable taxes, charges, duties or fees assessed or levied by any recognized authority in respect of security personnel provided or because of the security personnel being provided by the bidder(s) and shall on request furnish sufficient documentary proof to SASSA that these payments have in fact been made, e.g. Provident fund, UIF etc.
- 6.1.17 SASSA shall not tolerate any unfair labour practices that happen during the duration of the contract. Labour disputes are the sole responsibility of the service provider. In the event of a labour dispute the service providers will continue to deploy alternative security officers.
- 6.1.18 Ensure that all 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:
- 6.1.18.1 Male security officers:**
 - Baton, jacket, jersey, formal trousers (2), shirts (2), formal shoes, whistle, rain suit, tie, handcuffs and keys.
 - 6.1.18.2 Female security officers:**
 - Baton, blouses/shirts (2), handcuffs and keys, jacket, jersey, shoes, skirts/trousers (2), stockings, whistle, rain suit, tie/cravat.
- 6.1.19 Provide the following equipment amongst others but not limited:
- 6.1.19.1 Occurrence Book and other relevant security registers.
 - 6.1.19.2 Fully operational radios.
 - 6.1.19.3 Fully operational torches (Including batteries),
 - 6.1.19.4 Panic buttons.
 - 6.1.19.5 Pocket Book.
 - 6.1.19.6 PSIRA Identification Cards/ Certificates.
 - 6.1.19.7 Pens.
 - 6.1.19.8 Handcuffs and keys.
 - 6.1.19.9 Baton per Security Guard.
 - 6.1.19.10 Handheld metal detectors.

6.1.19.11 Magnetic Torch System.

- 6.1.20 That all access control systems, communication devices, and other relevant security equipment used in the provision of services is properly maintained, repaired, and replaced as needed to ensure its effective operation where necessary.

7 SPECIAL CONDITIONS OF CONTRACT (SCOC)

- 7.1 A Contract/ Service Level Agreement will be concluded with the successful service provider(s).
- 7.2 General Conditions of Contract (GCC) as issued by the National Treasury of the Republic of South Africa apply; any inconsistencies will be prevailed by the SCOC.
- 7.3 SASSA reserves the right to negotiate price(s) with the recommended bidder(s).
- 7.4 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).
- 7.5 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.
- 7.6 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 because SASSA is gearing towards the implementation of digital/electronic security systems or operational requirements. The scaling down of the number of security officers will be implemented in phases commencing at any time during the contract. The Agency will prior to effecting such a decrease or increase notify the service provider in writing.
- 7.7 Should SASSA property or any part(s) of SASSA property be damaged or destroyed, SASSA will, in its discretion determine which part(s) of the property no longer be bound by the stipulations of this agreement and no claim for indemnification in favour of one party against the other shall result from there. In respect of the remaining part(s) of the premises, which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of date of such change. If the damaged to property is repaired, SASSA can request the service provider to resume the guarding services. SASSA will provide the service provider with one-month prior notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.
- 7.8 SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.

- 7.8 The bidder(s) should make the relevant provisions of the agreement known to all members of the personnel provided in terms hereof as soon as is practically possible before the commencement of the agreement.
- 7.9 No security personnel provided by the bidder(s) shall comment to the press or any other public communications media upon the business of SASSA.
- 7.10 The bidder(s) must notify SASSA in writing of any change of address within five days thereof.
- 7.11 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.
- 7.12 The bidder(s) must provide SASSA with daily posting sheets immediately when required by SASSA.
- 7.13 The bidder(s) will be responsible for all costs incurred in the transport, deployment and posting of security personnel.
- 7.14 Training, vetting, criminal checks, issuing of uniform and equipment, and standard operating procedures must be completed ten working days before commencement of the contract.
- 7.15 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.
- 7.16 The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.
- 7.17 The bidder(s) must take all possible steps to ensure that the contract and the intended execution take place.
- 7.18 The bidder(s) should keep available for inspection, at headquarters, personnel files as well as all appropriate documents of all security personnel in his service.
- 7.19 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.
- 7.20 The bidder(s) will be held responsible for any damage or theft by his employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by SASSA against the service provider. SASSA reserves the right to claim for damages against the service provider arising out of negligence and/or poor performance by the service provider or its security officers.
- 7.21 Bidder(s) should have public liability insurance with R 10 million cover or a letter from the insurer indicating intention to take up cover at the time of submitting the bid documents.
- 7.22 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).

- 7.23 SASSA will (either prior or post the commencement of the Agreement) subject the successful bidder's entity and all members or directors thereof, including any other person employed by the entity for the purpose of rendering the above-mentioned services, to a security clearance vetting by the State Security Agency (SSA). Should the outcome of this vetting bear prejudicial consequences or conditions, in whatever manner, to the operations of the Agency, the Agency reserves the right to terminate the Agreement within 5 (five) days from communication of the said outcome to your entity.
- 7.24 Successful bidders must advise the Supply Chain Management Unit immediately in writing when unforeseeable circumstances will adversely affect the execution of the contract.
- 7.25 Full particulars of such circumstances as well as the period of delay must be furnished in writing.
- 7.26 The Contract Price will be adjusted for statutory annual Minimum Wage Sectoral Determination as pronounced by the Minister of Labour. Bidders must submit a formal request on a Company Letter Head to SASSA for consideration.
- 7.27 Where practically possible, local labour (i.e. Security Guards) should be sourced or appointed where services are rendered. SASSA will verify and negotiate same with the successful bidder.
- 7.28 SASSA reserves the right to impose penalties in the instances set out in the table below. Before a penalty is deducted, the breach must be recorded, the service provider must be notified in writing and afforded a reasonable opportunity to make representations, and the penalty must be approved by the authorised SASSA official. Any deduction and dispute will be dealt with in accordance with the contract and applicable law.

ITEM	PENALTY
Unavailability of functional two-way/Hand-held radio	R 250, 00 per shift per site.
Unavailability of a functional torch/flashlight	R 250, 00 per shift.
The service provider shall ensure that a functional magnetic torch system is available at each site.	R 1 000, 00 per site
The service provider shall ensure that officers do not work extended hours without a reliever.	R 1 000, 00 per security officer
The service provider shall ensure that the approved standard operating procedures are available at each site.	R 500, 00 per shift.
The service provider shall ensure that every security officer has the prescribed uniform,	R 250, 00 per item per shift.

ITEM	PENALTY
including a rain suit.	
The service provider shall ensure that a functional metal detector is available as required.	R 250, 00 per person per shift.
The service provider shall ensure that an occurrence book is available at each site.	R 500, 00 per shift.
The service provider shall ensure that every security officer has a pocketbook while on duty.	R 150, 00 per person per shift.
The service provider shall ensure that every security officer has red and black pens while on duty.	R 250, 00 per person per shift.
The service provider shall ensure that handcuffs and keys are available as required.	R 250, 00 per shift.
Security officers shall remain awake and alert while on duty.	R 1000, 00 per person per shift.
Security officers shall not report for duty or remain on duty while under the influence of alcohol or drugs.	R 1000, 00 and immediate removal.
The service provider shall post every security officer at the required time.	R500.00 per security officer for each hour or part thereof that the posting is late.
The service provider shall deploy the full number of security officers required for each shift.	R 1500, 00 per person per shift.
Security officers shall not desert or leave their posts without authorisation or proper relief.	R 1500, 00 per person per shift.
All entries in the occurrence book shall be accurate, complete and truthful.	R 500, 00 per page on which faults were found. Removal of the Security Officer involved.
The service provider and security officers shall report every incident in accordance with the prescribed reporting procedure.	R 1000, 00.
The service provider shall submit the monthly report within five (5) working days after month-end.	R 1000,00 per company report
The service provider shall conduct and record the required management and supervisory visits.	R 1500, 00 per site per shift.
The service provider shall provide the required	R 500, 00 per site per shift.

ITEM	PENALTY
security refresher courses.	
The service provider and security officers shall not disclose information without authorisation.	R 1 500
The service provider shall pay salaries on time and shall comply with the applicable PSIRA rates.	R1000.00 per security officer not paid
Every security officer shall carry a valid, unexpired PSIRA identification card/certificate while on duty.	R 1000, 00 per security officer and immediate removal of the guard.
Security officers shall not use SASSA assets without permission.	R150.00 per security officer
Security officers shall conduct access control, including the prescribed searching procedures.	R 500.00 per security officer

8 EVALUATION OF THE TENDER

The bids will be evaluated in Three (3) stages as follows:

Stages	
Stage 1	Phase One: Mandatory Compliance
	Phase Two: Technical Evaluation (Functionality)
	Phase Three: Administrative Compliance
Stage 2	Price and Specific goals
Stage 3	Infrastructure Capacity Inspection

8.1 STAGE 1

8.1.1 PHASE ONE: MANDATORY COMPLIANCE

As proof of mandatory compliance, the bidder(s) must complete and submit the following documents:

No.	Mandatory Requirements:	Yes/No
1.	Annexure A – Pricing Schedule. Must be costed and fully completed.	
2.	Company Profile: inclusive of a Comprehensive Project Implementation Plan covering the deployment, OHS, contingency, training and infrastructure-capacity components listed below. Submission of the plan and all five components is mandatory; the quality and completeness of the submitted plan will be scored during the functionality evaluation. • Deployment plan • OHS plan • Contingency plan • Training plan • Infrastructure capacity to provide security services	
3.	Annexure C – Infrastructure Capacity Checklist - Must complete in full and submit.	
4.	Bidder(s) should attach proof of footprint in the province , i.e. a valid lease agreement(s) or title deed(s) or municipal account with address of service provider to show existence of an established office in the Northern Cape.	
5.	Valid copy of company registration with PSIRA;	
6.	Valid Company directors' copy of PSIRA registration certificate;	
7.	Valid PSIRA letter of good standing.	
8.	Public Liability insurance with R 10 million cover or a letter from the insurer indicating intention to take up the cover;	

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

All certificates and letters of good standing must be valid at closing of the bid.

8.1.2 PHASE TWO: TECHNICAL EVALUATION (FUNCTIONALITY)

Bidder(s) will be evaluated using the Evaluation Criteria and Scaled Scoring below:

Score Scale of 1 to 5:

(1 = Poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent.)

EVALUATION CRITERIA	WEIGHT
Experience in the security industry	40

(a) Experience: The aggregate value of the projects not older than five (5) years

Values of Contracts	Score	
R1 – R 10 000 000	1	20
R 10 000 001 – R 20 000 000	2	
R 20 000 001 – R 40 000 000	3	
R 40 000 001 – R 60 000 000	4	
R 60 000 001 and above	5	

(b) Experience: Aggregate number of projects in the industry not older than five (5) years

Number of Contracts	Score	
1 to 3 projects	1	20
4 to 5 projects	2	
6 to 7 projects	3	
8 to 9 projects	4	
10 and more projects	5	

Bidder(s) should provide/attach a table outlining current and previous clients in government, State-Owned Entities and Private Entities reflecting names and contact details of client(s), the types of services rendered, start and end dates and the values of the contracts supported by purchase order (s). **(Annexure B)**

Bidder(s) should provide or attach award letters/contracts/purchase orders in respect of each of the contracts reflected in table (a) above. Such award letters from the clients must reflect names and contact details of client(s); the types of services rendered, start, end dates and values of the contracts as signed by the client.

Comprehensive Project Implementation Plan	60
The Comprehensive Project Implementation Plan must cover the following:	

EVALUATION CRITERIA		WEIGHT
Deployment Plan detailing but not limited to takeover activities, orientation, induction, recruitment, listing the project management team and relevant qualification of experience of members, handing over at exit stage and the time frames related to each activity. NB. Each element listed will be assessed and scored.		20
Occupational Health and Safety Plan outlining what the service provider will do to manage health and safety related matters as provided for in the relevant prescripts including but not limited to appointment of OHS representatives, incident management, incident investigations; and further outlining what the service provider will do in crisis situations including but not limited to staff shortages, strikes, shortage of equipment, and adhoc arrangements etc. bidder should refrain from providing emergency management procedures. NB. Each element listed will be assessed and scored.		10
Contingency Plan outlining what actions and within what timeframe the service provider will do in crisis situations including but not limited the following elements. Staff shortages, strikes, shortage of equipment, emergency/crisis management and natural disasters. NB. Each element listed will be assessed and scored.		10
Training Plan explaining specific target areas intended audience and period. NB. Each element listed will be assessed and scored.		10
Infrastructural Capacity to Provide Security Services	Score	10
• The bidder has an office with a control room in the Region and complies with 0%–20% of the requirements in Annexure C.	1	
• The bidder has an office with a control room in the Region and complies with 21%–40% of the requirements in Annexure C.	2	
• The bidder has an office with a control room in the Region and complies with 41%–60% of the requirements in Annexure C.	3	
• The bidder has an office with a control room in the Region and complies with 61%–99% of the requirements in Annexure C.	4	
• The bidder has an office with a control room in the Region and complies with 100% of the requirements in Annexure C.	5	
TOTAL		100

NB: Bidders must obtain a Minimum of 70 points on Technical Evaluation to qualify for further evaluation on Price and Specific Goals.

8.1.3 PHASE THREE: ADMINISTRATIVE COMPLIANCE

The bidder(s) should submit the following documents:

Document that must be submitted	Non-submission may result in disqualification	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document – Total Price transferred from Annexure A – Detailed Listing of SASSA Offices and Security Personnel Requirements Pricing Schedule
Pricing Schedule Form Prices – SBD 3.1	YES	Complete and sign the supplied pro forma document - Total Price transferred from Annexure A – Detailed Listing of SASSA Offices and Security Personnel Requirements Pricing Schedule
Tax Status Pin Tax Clearance Certificate	YES	In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification as well as SARS e-filing verification outcome will take precedence. The accredited supplier must be tax compliant on CSD and/ or SARS e filling. A pin for the tax compliance should also be submitted
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
SBD 6.1	YES	Complete and sign the supplied pro forma document
CV of the Operational Manager with at least three (3) years of experience in carrying out security functions at a management level with contactable	YES	Submit required documents

Document that must be submitted	Non-submission may result in disqualification	
reference/s.		
Company director's identification (ID)	YES	Company director's certified identification (ID) copy
Proof of UIF registration	YES	Valid certified copy of UIF registration certificate
Proof of COIDA registration	YES	Valid certified copy of COIDA certificate or letter of good standing.
Registration on Central Supplier Database (CSD)	NO	Bidder(s) must be registered as a service provider on the Central Supplier Database (CSD). If a bidder is not registered, he/she should proceed to complete the registration of the company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain a vendor number. Submit proof of registration and CSD Master Registration Number (MAAA...)

NB.

- 8.1.4 Bidders must be registered on the Central Supplier Database (CSD) at the close of the Bid.
- 8.1.5 Bidders must be tax compliant at closure and time of awarding this Bid or proof of satisfactory, arrangements must be made with the SARS prior to submission of the bid proposal.
- 8.1.6 Bidders will be disqualified if found to have misrepresented information in their bid proposals.

8.2 STAGE 2: PRICE AND SPECIFIC GOALS

- 8.2.1.1.1 SASSA will consider the applicable PSIRA illustrative contract pricing guidelines. The Bid Price must be inclusive of all relevant costs in accordance with those guidelines. Pricing for Areas 1 and 2 and Area 3 must reflect the applicable prescribed rates, and every site in Annexure A must be classified accordingly. A bid quoting below the applicable current PSIRA pricing benchmark will be deemed non-responsive. Annexure A – Detailed Listing of SASSA Offices and Security Personnel Requirements Pricing Schedule must be fully completed and costed. Any price negotiation will be conducted in accordance with paragraph 7, Special Conditions of Contract.
- 8.2.2 The Summary Totals of Annexures A must be transferred as the Total Bid Price to the Standard Bid Documents (SBD1 & 3.1). Firm Bid Price must be submitted including VAT on the Standard Bid Documents.

NB. Failure to comply with above will render the bid non-responsive.

- 8.2.3 The applicable preference point system for this tender is the 80/20 preference point system.

Points for this tender shall be awarded for:

- (a) Price (80); and
- (b) Specific Goals (20).

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

FORMULAE FOR POINTS AWARDED FOR PRICE

In terms of Regulation 4 (1) of the Preferential Procurement Regulations, 2022; the following formula will be used to calculate the points out of 80 for price in respect of this invitation for tender, inclusive of all applicable taxes:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4 (2) of the Preferential Procurement Regulations, 2022; A maximum of 20 points will be awarded to a tenderer for the specific goal specified for this tender.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in **Table 1** below as may be supported by proof/ documentation stated in the conditions of this tender.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated(80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3 -4 contributor with at least 51% womenownership	18	
B-BBEE Status Level 1 -2 contributor with at least 51% black youth or disabled ownership	16	

B-BBEE Status Level 1 - 2 contributor	14	
B-BBEE Status Level 3 - 8 contributor with atleast 51% youth or disabled ownership	12	
B-BBEE Status Level 3 - 4 contributor	8	
B-BBEE Status Level 5 - 8 contributor	4	
Others (non-compliant)	0	

Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.

Bidders must submit a valid B-BBEE certificate issued by a SANAS-accredited verification agency, or a valid sworn affidavit for an EME or QSE, together with the bid. The certificate or affidavit must have been issued within the preceding 12 months. The proof submitted under paragraph 8.1.3, Phase Three: Administrative Compliance, will be verified against the B-BBEE certificate or sworn affidavit. Specific-goal categories are alternative and not cumulative; where more than one category applies, only the single highest-scoring category will be used. Any ownership claim relating to youth or persons with disabilities must be supported by lawful, verifiable documentation and processed in accordance with POPIA.

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

Bidders must submit a medical report/ certificate confirming their disability status for them to claim points.

Returnable document to claim points	Non submission will be interpreted to mean that preference points for specific goals are not claimed
1. B-BBEE Certificate	Yes
2. Sworn Affidavit (EME or QSE)	Yes
3. CSD registration number	Yes

8.3 STAGE 3: INFRASTRUCTURE CAPACITY INSPECTION

8.3.1 CONTROL ROOM AND INFRASTRUCTURE REQUIREMENTS

8.3.1.1 Infrastructure Capacity Inspections in line with **Annexure C** will only be conducted on three of the Highest-Scoring Bidders on points for Price and Specific Goals.

8.3.1.2 Bidders must have completed and submitted the attached Infrastructure Compliance Inspections Checklist to confirm the existence of the infrastructure in line with the Infrastructure Capacity Checklist as provided - **Annexure C** as stated under Mandatory requirements.

9 SUBMISSION OF BIDS, CLOSING DATE & TIME

9.1 Bidder(s) must submit their bid proposals in line with the bid specifications and terms of reference. Failure to comply shall render the bid non-responsive.

9.2 Bid proposals must be bound in a lever-arch file or enclosed in a sealed envelope, clearly marked with the description of the required services and the relevant bid number, and properly indexed and paginated in accordance with the bid invitation. Documents generated or issued electronically may be submitted in their valid electronic or printed form, subject to verification.

9.3 Bidders must submit their bids on or before the **03 November 2026 at 11H00**. Late bids will not be considered and will be returned sealed.

9.4 Bids should be submitted at the following address:

SASSA Northern Cape Region
Ground Floor
Permanent Building
No: 33 Du Toitspan Road
KIMBERLEY
8301

10 VALIDITY OF BID

10.1 The bid will be valid for a period of 90 days from the closing date of the bid.

11 COMMUNICATION/ENQUIRIES:

Any request for clarification must be submitted in writing to the following official:

(a) Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
Northern Cape	053 802 4933	Mr. Fabian Webster	NCBidEnquiries@sassa.gov.za

(b) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
Northern Cape	053 802 4915	Mr Kagiso Tsomagae	NCBidEnquiries@sassa.gov.za



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

ANNEXURE C

INFRASTRUCTURE CAPACITY

CHECKLIST



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South African Social Security Agency
Northern Cape Region

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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 AND INFRASTRUCTURE REQUIREMENTS:

IDENTIFIED AREA OF NEED/REQUIREMENT(S)	Compliant	Not compliant
Operates on 24 hourly basis		
Secure security door at the control room entrance		
Emergency escape route		
Ample ventilation or air conditioner		
An ergonomically designed layout including chairs, monitor positions		
Telephone/radio communication		
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		
First Aid Kit available		
Standard Operational Procedures for Control Room Operators Available.		



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IDENTIFIED AREA OF NEED/REQUIREMENT(S)	Compliant	Not compliant
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.		
Contingency Plans in place to permit Operations during Power Failure e.g. Load shedding		



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CONFIRMATION BY SERVICE PROVIDER REPRESENTATIVE

FULL NAMES: _____

SIGNATURE: _____

DATE: _____

RBEC Member	Signature	Comments	Date



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ANNEXURE B: CLIENT VERIFIABLE REFERENCES TEMPLATE

Indicate all the current and past contracts (**not older than five years**) in the table below in relation to **ONLY** those relevant to the provision of physical guarding and related security services required in the bid specification. Only relevant experience shall be considered during the bid evaluation process.

Bidder must attach award letters/ contracts/ purchase orders in respect of each of the contracts completed/listed on this annexure for the last 5 years for the contract/reference listed to be considered for evaluation. NB. The information will be verified for validity and accuracy.

No.	Name of client / organization where contract is being executed/was executed	Contract period (indicate start and end dates) e.g. 1 April 2013 to 31 March 2014	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						