

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA: 56-23- FA-GP

Bid Description: South African Social Security Agency invites potential service providers for appointment of a service provider/s for Debt Collection Services on behalf of South African Social Security Agency [SASSA] for Gauteng Regional Office for a period of 36 Months.

Name of Institution: The South African Social Security Agency

Place where goods, works or services are required: SASSA Gauteng District Offices and Local Offices.

Date Published: 20 October 2023

Closing Date / Time: 10 November 2023@11:00am

Enquiries:

Contact Person: MR MMATHUME NKADIMENG

Email: Mmathumen@sassa.gov.za

Telephone number: 011 241 8474

Where bid documents can be obtained:

Website: <https://etenders.treasury.gov.za> <<https://etenders.treasury.gov.za>> /

www.sassa.gov.za <<http://www.sassa.gov.za>>

Physical Address:

Where bids should be delivered:

Physical Address:

SASSA Johannesburg Local Office, 222 Smit Street, 5th Floor, Johannesburg, 2000

Briefing Session:

30 October 2023,11h00 am at Germiston Local Office, 40 Catlin Street, 3rd Street

Special Conditions:

yes



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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	SASSA:56-23-FA-GP	CLOSING DATE: 10 November 2023	CLOSING TIME: 11:00 am
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DESCRIPTION	SASSA Gauteng Regional Office: 222 Smit Street, 5 th Floor, Johannesburg, 2000
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

THE APPOINTMENT OF A SERVICE PROVIDER/S FOR DEBT COLLECTION SERVICES ON BEHALF OF SOUTH AFRICAN SOCIAL SECURITY AGENCY [SASSA] FOR GAUTENG REGIONAL OFFICE FOR A PERIOD OF 36 MONTHS

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mmathume Nkademeng	CONTACT PERSON	Ms Tsholofelo Mokgope	
TELEPHONE NUMBER	011 241 8474	TELEPHONE NUMBER	011 241 8382	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Mmathume@sassa.gov.za	E-MAIL ADDRESS	Tsholofelom@sassa.gov	
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] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number: SASSA: 56-23-FA-GP
Closing Time 11:00	Closing date: 10 November 2023

OFFER TO BE VALID FOR.....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 basis

*Delivery: Firm/not firm

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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.

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.

SBD4



Full Name	Identity Number	Name of State institution

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.

- 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.
- 3.4 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.
- 3.5 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.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.

SBD4



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**
(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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	
SPECIFIC GOALS	
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:

80/20

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$$

Where

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:

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10	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	3	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
Others	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. The highest points will be confirmed with the BBBEE Certificate/Sworn Affidavit submitted by bidder/CIPC, etc				

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 proprietor
- 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:

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
 CAPACITY
 SIGNATURE
 NAME OF FIRM
 DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference thereto.
 - 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 segregated 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 usually on hand.
 - 1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in accordance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplier are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad exports 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 coverage capacity, war or revolution, fire, 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 practices 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 subcontractor) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as handling 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 "Republiek" 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 incidentals services, such as installation, commissioning, provision of technical assistance, training, catering, packaging, security, maintenance and other such

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

7. Performance security	<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> <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.</p> <p>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:</p> <ul style="list-style-type: none"> (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 otherwise than acceptable to the purchaser; or (b) a cashier's or certified cheque <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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 exception 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or</p>

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. Pending such removal the rejected supplies shall be returned at the supplier's 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 set in terms of Clause 25 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 weight 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 exactly 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.

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 to 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 operation 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) testing of the purchaser's personnel, at the supplier's place 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, un-used, 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 where the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendment

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performances

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be notified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services rendered if an emergency arises, the

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 resell 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 21.

22.2 Termination for default

22.1 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.

22.2 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.

22.3 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.

22.4 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 duration (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 exercises 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 enured on the Register for Tender Disqualification. When a person's name has been enured 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 such 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 pursued 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 favorable 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 respect 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	<p>25.1 Notwithstanding the provisions of UCC Clauses 22 and 23, the supplier shall not be liable for failure of its performance security, damage, or termination for default if and to the extent that its delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
26. Termination for Insolvency	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
27. Settlement of Disputes	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings hereof,</p> <ol style="list-style-type: none"> (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	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ol style="list-style-type: none"> (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 profit or interest costs, provided that this subsection shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		<ul style="list-style-type: none"> (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. General 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 law, 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, Notary fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, Revenue fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax certificates 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 Participations (NIP) Programmes	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, or amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

In General Conditions of Contract (revised July 2010)



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

**THE APPOINTMENT OF A SERVICE PROVIDER/S FOR DEBT COLLECTION SERVICES ON BEHALF OF
SOUTH AFRICAN SOCIAL SECURITY AGENCY [SASSA] FOR GAUTENG REGIONAL OFFICE FOR A
PERIOD OF 36 MONTHS**

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ACRONYMS

1. B-BBEE : Broad Based Black Economic Empowerment
2. CSD : Central Suppliers Database
3. CIPC : Companies and Intellectual Property Commission
4. DSD : Department of Social Development
5. EME : Emerging Micro Enterprise
6. GCC : General Conditions of Contract
7. GP : Gauteng Province
8. QSE : Qualifying Small Enterprise
9. SAA : Social Assistance Act
10. SABS : South African Bureau of Standards
11. SANAS : South African National Accreditation System
12. SANS : South African National Standards
13. SAPS : South African Police Services
14. SASSA : South African Social Security Agency
15. SBD : Standard Bidding Documents
16. SCC : Special Conditions of Contract
17. VAT : Value Added Tax
18. TOR : Terms of Reference
19. SMS : Short Message Service
20. PPPFA : Preferential Procurement Policy Framework Act
21. JV : Joint Venture

1. INTRODUCTION

- 1.1. The South African Social Security Agency (SASSA/Agency) has been established in terms of the South African Social Security Agency Act, 2004 (Act No.9 of 2004). The Agency is responsible for the management, administration and payment of social assistance (social grant). It's statutorily mandated is to administer and pay the following social grants:
 - a) Old Age Grant;
 - b) Grant in Aid;
 - c) War Veteran Grant;
 - d) Disability Grant;
 - e) Child Support Grant
 - f) Care Dependency Grant;
 - g) Foster Child Grant
 - h) Social Relief of Distress and
 - i) Child Support Grant Top-up
- 1.2. SASSA is an Agency of the National Department of Social Development comprised of Head Office and nine (9) Regional offices across the country. Gauteng Regional office is situated in Johannesburg, comprising of the following Municipalities: North Rand (Tshwane), Ekurhuleni, West Rand, Sedibeng and Johannesburg
- 1.3. SASSA has, in terms of the Public Finance Management Act, (Act No. 1 of 1999); Social Assistance Debt Policy; the South African Social Security Agency Staff Debt Policy; and other applicable prescripts a responsibility to manage and collect or recover all debts owed.
- 1.4. SASSA GP Region is responsible for social assistance debts emanating from paragraph 1.1. (a-i) including staff debts. Management of this portfolio is the responsibility of the General Manager: Finance.

2. PURPOSE

- 1.2. To appoint a service provider/s to constantly manage and collect or recover all outstanding debts due to the Agency in accordance with, *inter alia*, the terms incorporated herein as well as applicable prescripts for the duration of 36 months.

3. BACKGROUND

- 3.1. In the execution of its mandate, the Agency experiences challenges consequent to a rise of debts owed to the Agency by either social grant beneficiaries or employees of the Agency.
- 3.2. These challenges relate to instances where a beneficiary's financial status (which made him or her eligible to receive a social grant) changes or improves thereby rendering him or her not eligible to receive a social grant. However, despite of any such change in the beneficiary's financial status, he or she continues to receive a social grant resulting in such a payment of social grant to that beneficiary regarded as an overpayment.
- 3.3. It is upon such instance that the beneficiary will become liable to repay the social grant money (overpayment) received; and therefore be identified as a debtor.
- 3.4. There are also instances where, due to various circumstances (i.e. non-compliance with study aid contracts, overpayment of salaries and so forth) that SASSA is responsible to recover monies from its current or former employees.
- 3.5. The continuous increase of the Agency's debt book as well as the audit findings in relation to the social assistance (social grants) funds, have necessitated the need for an immediate action. To ensure the effective and efficient management of social assistance debts and staff (employees) debts to avoid any negative audit outcomes for both the Department of Social Development (DSD) and the Agency.
- 3.6. SASSA has identified three major challenges, which are as follows:
 - wrong or outdated debtor's addresses,
 - incorrect contact numbers, and,
 - incorrect financial status of the debtor.

- 3.7. These major challenges hinder SASSA from effective and efficient management and collection or recovery of the debts. Therefore, SASSA seeks to appoint a service provider/s that will constantly manage and collect or recover all outstanding debts due.
- 3.8. The debt book for social grant debts is approximately **R 10,000,000,00** and may be subjected to adjustment during the contract period.

4. SCOPE OF WORK

- 4.1. Recover monies owed by the debtors to the agency.
- 4.2. Issue a notification via either SMS, email or written letter to a traced debtor to inform him/her that the Agency has handed over their debt for collection and recovery.
- 4.3. The notification should state the type of debt (i.e. grant debt, staff debt or 3rd party claim), the amount owed, SASSA Gauteng deposit account details, beneficiary (debtor) ID number as reference number and payment arrangement.
- 4.4. Use other legal data collection sources to add any additional information or economic activities of the debtor. This should include but not limited to any business and/or spouse's activities.

5. DELIVERABLES

5.1. RESPONSIBILITIES OF THE SERVICE PROVIDER

- 5.1.1. The bidder must have the ability to deliver the following services:
 - a) Adhere and comply with all applicable legislations, including the SASSA Policies and DSD Policies when collecting or recovering the debts;
 - b) Trace, collect or recover any outstanding amounts from the debtors as per SASSA instructions, and the defaulting debtors should be blacklisted with any registered credit bureau, however the debt collector(s) must ensure that the applicable processes are followed, and above all, debtors are notified of the intention to blacklist them;
 - c) Provide SASSA with updated information regarding the debtor's particulars (e.g. postal, physical addresses; contact details and so forth);

- d) Inform SASSA of any information relating to the debtor; which has come to the attention of the service provider;
- e) Provide SASSA with a monthly report that contain findings about each debtor, should the debtor be untraceable for a period of six (6) months, the file should be returned to SASSA.
- f) SASSA database on debtors information provided to Service provider is for no other purpose, whatsoever except to trace and collect or recover any outstanding debts on behalf of SASSA and should remain confidential at all times.
- g) The service provider will collect only on total debt balances with accrued interest as determined by the Agency.
- h) Follow up and collect from the targeted group, namely: public servants or other debtors as per SASSA's instructions issued from time to time;
- i) Both parties will sign a formal Service Level Agreement (SLA) after the award of bid.

5.2. RESPONSIBILITIES OF THE AGENCY

- a) Provide GP debt book database
- b) Reconcile the debtors listing from the service provider on monthly basis
- c) Pay a commission fee on monthly basis
- d) Pay service provider within 30 days of receipt of a valid invoice
- e) Monitor the performance of the contracted service provider/s

6. REPORTING REQUIREMENTS

6.1. The successful bidder/s will be required to report to the following officials:

- a) For operations: Senior Manager: Financial Accounting SASSA GP Regional Office.
- b) For the implementation of the project: General Manager: Finance at the SASSA GP Regional Office and in accordance with the project plan.

6.2. The contracted Service Provider must prepare a monthly progress report on each debtor's account, capturing all interactions with the debtor(s), which will have to be provided in an electronic format (excel or any data source), to the Agency. The data required should include, but not limited to the following:

Number of emails / sms / faxes / letters sent

- b) Number of one-on-one meetings, if any
- c) Queries
- d) Number of Calls made to the debtor
- e) Collection report
- f) The list of debtors that have paid into SASSA bank accounts.
- g) Any other information that is available and relevant

6.3. The monthly report should contain the following:

- a) Debtors with arrangements as per the SASSA and DSD policies.
- b) Debtors requesting arrangements outside the approved policies provision.
- c) Debtors with once-off payment arrangement.
- d) Debtors not found/untraceable.
- e) Debtors who are deceased.
- f) Debtors found to be economically inactive.
- g) Monthly detailed reconciliation of a debt book
- h) Any other information that is relevant and available.

7. SKILLS AND EXPERIENCE

7.1. The bidder must have extensive experience in rendering services of a similar nature.

7.2. The bidder must demonstrate the availability of the skilled resources (experience, qualifications and professional registration). In this regard, the bidder must cover the following aspects:

- 1. Trained staff on debt collection management

2. Understanding of applicable legislations (debt collection related) and government policies (in particular DSD and SASSA debt policies);
3. Accounts and project management abilities,
4. Accessible customer service facility that will be managed by the professionally trained staff.

8. PROJECT MANAGER

8.1. Project Manager should have the following:

- a) Knowledge and understanding of debt management and collection strategies.
- b) Knowledge and understanding of accounting principles.

8.2. Project Plan / Methodology

- a) Detailed Project plan with final outputs and identified timeframes.
- Understanding of the project at hand and submission of the project plan based on the methodology
- Record of relevant experience where similar service was rendered (previous and current projects with contactable references)

9. BID CONDITIONS

- a) Copy of a certified copy will not be acceptable (certified copies must not be more than six (6) months old).
- b) The Agency reserves the right to cancel or not to award the bid to any service provider with no cost implications.
- c) The Agency will not be held responsible for any costs incurred by the bidder in the preparation, presentation or submission of the bid.
- d) In accordance with the Protection of Personal Information Act (POPI Act), the winning bidder shall treat all available data provided by the Agency and collected on debtors as strictly confidential. Such data remains the property of the Agency and it shall not be used without prior approval by SASSA Gauteng Region delegated authority.
- e) Any patent or copyright developed from this project will belong to the Agency.
- f) At contracting stage, the winning bidder will be expected to sign a confidentiality form
- g) The price must be all-inclusive of variable costs including travelling and accommodation, and any other related costs.
- h) The Agency may conduct site visits and reference check to verify the information provided.
- i) The Agency reserves the right to appoint one (1) or more service providers.
- j) The Agency reserves the right to award the bid completely or partially.

- k) The Agency reserves the right to negotiate the commission fee with the bidder in line with the procurement regulations.
- l) This bid and any contract emanating therefrom will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999), Preferential Procurement Policy Framework Act and its Regulations.
- m) No bid will be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters, or who have been listed on a list of restricted Suppliers administered by the National Treasury.
- n) The Agency reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.
- o) The service provider shall be required to undergo security vetting.
- p) Any misrepresentation of information will lead to disqualification of the bid.
- q) Debtor shall use a SASSA bank account dedicated solely for debt collection. Service Provider shall receive a PDF monthly bank statement to perform accounts reconciliation and bill the Agency accordingly
- r) Bidder should have an existing call center
- s) Only shortlisted bidders will be inspected/site visit
- t) All returnable documents should be signed

10. JOINT VENTURE

10.1. This will be considered valid if there is proof of agreement signed by all parties involved. Submission of applicable: Resolution by the Legal Entity, or consortium / joint venture, authorizing a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. The following must be submitted:

- a) a consolidated valid tax clearance certificate and/or SARS issued pin code (which will be verified)
- b) a signed teaming agreement must be submitted.
- c) a consolidated B-BBEE certificate for all members.
- d) a consolidated Central Supplier Database Registration (CSD).

11. BID REQUIREMENTS

11.1. Bidders must submit the following documents as part of the bid:

- a) Company Profile demonstrating capacity including Personnel that will be responsible for the project (CVs and qualifications).
- b) Certified copies of ID of company directors (Not older than 6 months)
- c) Company experience in terms of the past and current projects as well as values (**Annexure B**)
- d) Proof of registration with professional bodies.

- e) Project Execution Methodology detailing how tracing of debtors and collection of debts will be executed.
- f) Certified copies of signed reference letters of past and current projects outlining the following: period, value, number of transactions and recovery rate of the project.
- g) Proof of existence of functional call centre. (proof of company registration as a call centre, physical address or a valid lease agreement and number of call centre agents).
- h) Certified copy of proof of affiliation with credit bureau company

12. EVALUATION CRITERIA

12.1. The bid will be evaluated in stages as per the table below:

Stage 1			Stage 2
Phase 1	Phase 2	Phase 3	
Mandatory Requirements	Administrative Compliance	Functionality	Price and Specific Goals

12.2. STAGE 1

12.2.1. PHASE 1 - MANDATORY REQUIREMENTS

The following conditions apply to bidders, and if any of the conditions are not met, the bid will be disqualified:-

Mandatory Requirements	Complaint	Non-compliant
Standard bidding documents SBD 3.1 fully completed and signed		
The supplier must be registered with the Central Supplier Database (CSD)		
Valid Registration with Council for Debt Collectors in South Africa (CFDC)		
Letter of good standing from the Council for Debt Collectors.		
NB: Failure to submit the above documents may lead to disqualification of the bid.		

12.2.2. PHASE 2 - ADMINISTRATIVE COMPLIANCE

The bidder is required to submit the following administrative compliance documents:

Bidders are required to submit their bids in the following manner:-

Administrative Requirement	Complaint	Non-compliant
Tax compliant status PIN.		
BBBEE certificate or Sworn Affidavit		
Certified copies of the directors ID, not older than 6 months		
Duly signed agreement (Joint Venture or Consortium)		
Standard bidding documents SBD 4, 6.1 & 7.2 fully completed and signed		
NB: Failure to submit the above documents after given opportunity to submit will lead to disqualification of the bid.		

12.2.3. PHASE 3 – FUNCTIONALITY

12.2.3.1. The functionality will be used to test and establish the capability and ability of the bidder to deliver the required service.

- Only the bidders scoring a minimum of **70** points for functionality will proceed to the next stage.
- A bidder that scores less than **70** points out of **100** in respect of functionality will be regarded as non-responsive and will be disqualified.

12.2.3.2. Bidders will be evaluated in terms of the following values: 1 - Very Poor, 2 - Poor, 3 - Good, 4 - Very Good, 5 - Excellent

EVALUATION CRITERIA	WEIG HT
Experience in the Debtor collection industry	100
A. Capability and Experience	
Bidder to have successfully completed accumulative contracts in the field of debt collection at the last 5 years of the closing date of the bid.	
Value of Contracts	Score
R0 - R1 000 000	1
R1 000 001 – R2 000 000	2
R2 000 001– R3 000 000	3
R3 000 001 – R4 000 000	4
Above R4 000 000	5
	15

EVALUATION CRITERIA	WEIG HT
Debt Book and Recovery rate	
The information supplied on the reference letter will be used to evaluate the rate of recovery	
Bidders must indicate the average recovery rate achieved	Score
0% - 20%	1
Above 20% - 40%	2
Above 40% - 60%	3
Above 60% - 80%	4
Above 80%	5
	25
Bidders must indicate the number of transactions processed per project	Score
0 - 200	1
201 - 400	2
401 - 600	3
601 - 800	4
Above 800	5
	20
Project Manager	
The bidder must provide a dedicated Project Manager who will attend to regular contract review meetings with the Agency. The bidder to provide a CV of the Project Manager indicating the experience in debt collection:	
The bidder to provide a CV of the Project Manager indicating the work experience in debt collection:	Score
0 to 1 years	1
Above 1 year to 2 years	2
Above 2 years to 3 years	3
Above 3 years to 4 years	4
Above 4 years	5
	20

EVALUATION CRITERIA	WEIG HT										
<p>Collection Process</p> <p>Detailed Project Plan must be included as part of collection process</p> <p>(a) Bidder to demonstrate how the collection process will be conducted in ensuring that debt is collected efficiently and ethically. Explain the process from beginning to end.</p> <p>(b) Bidder to provide any value added services and/or local economic development initiatives as a competitive advantage.</p> <p>(c) Identify possible recovery challenges/risks, the impact of the risk, the likelihood of the risk and the risk magnitude. Explain how the risk will be mitigated and monitored.</p> <p>(d) Bidder to provide a detailed contingency plan</p> <table border="1"> <tr> <td>No Information</td> <td>1</td> </tr> <tr> <td>(a) Only</td> <td>2</td> </tr> <tr> <td>(a and b)</td> <td>3</td> </tr> <tr> <td>(a, b and c)</td> <td>4</td> </tr> <tr> <td>(a, b, c and d)</td> <td>5</td> </tr> </table>	No Information	1	(a) Only	2	(a and b)	3	(a, b and c)	4	(a, b, c and d)	5	20
No Information	1										
(a) Only	2										
(a and b)	3										
(a, b and c)	4										
(a, b, c and d)	5										

13. STAGE 2

13.1. PHASE 1: PRICE & SPECIFIC GOALS

13.1.1. Price and Specific Goals will be evaluated and awarded to the highest scoring bidder. The bid proposals shall be evaluated in accordance with the 80/20 principle. The evaluation shall be conducted as follows:

	Points
Price	80
Specific Goals	20
Total Points for Price and Specific Goals	100

13.2. POINTS AWARDED FOR SPECIFIC GOALS

13.2.1. 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:

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)
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% women ownership	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 at least 51% youth or disabled	12
B-BBEE Status Level 3 - 4 contributor	8
B-BBEE Status Level 5 - 8 contributor	4
Others	0

13.2.2. In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points. The highest points will be confirmed with the BBBEE Certificate/Sworn Affidavit submitted by bidder/CIPC, etc.

13.2.3. Certificates issued by IRBA and Accounting Officers have been discontinued and bidder(s) who submit such certificate(s) will be considered invalid certificate and points for B-BBEE level of contribution will not be awarded.

NB: Failure of a bidder to submit proof or document required in terms of this tender to claim points for Specific Goals with the tender will be interpreted to mean that the preference points for Specific Goals are not claimed.

14. PROJECT COST/COMMISSION

14.1. PROJECT COST

Commission fee is based on "No Recovery, No Fee".

- a) The bidder must provide a fixed price proposal for the duration of the contract based on the total value of the SASSA debt book.
- b) Debtors should directly deposit money directly to SASSA bank account.
- c) The bidder must provide commission proposal for the duration of the contract.
- d) The commission must be VAT inclusive and in South African Rand for VAT registered companies.
- e) All costs (direct and indirect costs) will form part of the commission rate for the duration of the contract (36 months).
- f) Financial proposal should be separated from the technical / functional proposal. Evaluation will be based on the commission percentage (%) costs of the value. Complete **Annexure A – Price Schedule**
- g) Commission offer (%) is subject to negotiations.

15. COMMISSIONABLE COLLECTIONS

- 15.1. The debt collector will only collect on total or adjusted debt balances on the debtors list provided by the Agency.
- 15.2. Commission will be paid **ONLY** on collections received by the Agency

16. LATE SUBMISSION

- 16.1. Bids received at the address indicated in the bid documents, after the closing date and time, will not be accepted.

17. BRIEFING SESSIONS

- 17.1. A compulsory physical briefing session will be held to provide clarity pertaining to this project

18. ENQUIRIES

18.1. The following officials may be contacted in respect of bid enquiries, from the date of advert before the bid closing date.

Technical and Administrative enquiries may be directed to:

Name and Surname	Designation	Email	Contact	Physical Address
Tsholofelo Mokgope	Technical	Tsholofelom@sassa.gov.za	011 241 8382	222 Smith Street Braamfontein Johannesburg 2000
Mmathume Nkadimeng	Administrative	MmathumeN@sassa.gov.za	011 241 8474	222 Smith Street Braamfontein Johannesburg 2000

(ANNEXURE A)



PRICING SCHEDULE

Estimate Debt Book Value	% Commission	Illustrative Total Bid Price including VAT
R10,000,000.00	%	R

NB:

Bidders must note that the debt book value depicted in the pricing schedule template is an estimate, the debt book value may fluctuate during the contract period.

The estimated debt book value is provided to ensure comparable price and preference point evaluation.

The commission percentage should be inclusive of all costs. No other costs will be accepted after award.

Payment will be based on the "no recovery, no fee" principle.

ANNEXURE B

sassa

NB: SASSA shall verify the contents of this list directly with the bidders' clients.
Bidders are required to complete this table in full.

TABLE OF EXPERIENCE

CURRENT AND PREVIOUS CONTRACTS (CLIENT BASE)

A list of current and previous contracts not older than five (5) years, accompanied by reference letters, which are relevant to the service required in the bid specifications.

Indicate all the current and previous contracts accompanied by reference letters or contracts, which should be from the clients indicated in the table below and **ONLY**