

SSASSA 01 (QO)

INVITATION FOR QUOTATIONS

**THE SOUTH AFRICAN SOCIAL SECURITY AGENCY INVITES QUOTATIONS
FOR THE PROVISION OF *description of works***

Project title:	BACKGROUND SCREENING		
RFQ No:	98/22/HCM	Closing Date:	31 OCTOBER 2022
Closing time:	11:00	Validity period:	30 days

1. COMPLETION OF QUOTATION/BID DOCUMENTS:

1.1 All quotations documents must be completed in ink.

All quotations and completed SBD forms must be addressed to the South African Social Security Agency and must be emailed to: AcquisitionDineo@sassa.gov.za or hand delivered in a sealed envelope marked with the RFQ number stated above. **NB: PLEASE SIGN THE QUOTATION REGISTER AT RECEPTION. Quotations that are e-mailed to any other e-mail address other than the one mentioned above WILL not be considered.**

1.2 Where the quotations are above R 30 000 Vat inclusive, suppliers are encouraged to hand deliver their quotations and must be deposited in the QUOTATION BOX situated at the reception at **SASSA House, 501 Prondisa Building Cnr Steve Biko & Pretorius Streets, Arcadia, Pretoria 0083. Late quotations will not be considered.**

1.3 This quotation is subject to the GCC (General Conditions of Contract) and any other special conditions of contract where applicable.

1.4 The taxes of the successful bidder must be in order, or satisfactory arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations. **SARS PIN SHOULD BE SUBMITTED TOGETHER WITH THE QUOTATION FOR TAX COMPLIANCE VERIFICATION PURPOSE.**

1.5 Your quotation must include costs breakdown and that is inclusive VAT inclusive, (where applicable)



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South African Social Security Agency
Head Office

SASSA House • 501 Prondisa Building Cnr Beatrix & Pretorius Street
Pretoria • Private Bag X55662 Arcadia • Pretoria 0083
Tel: +27 12 400 2000 • Fax: +27 12 400 2257
www.sassa.gov.za

- 1.6 Quotations above R30 000 must be accompanied by an original or certified original B-BBEE certificate issued by SANAS accredited agencies. Exempted Macro Enterprise (EME's) must submit an original Sworn Affidavit signed by EME's representative and attested by commissioner of oath. Failure to submit will result into the supplier not awarded points for B-BBEE level of contribution.
- 1.7 Quotations equal to or above R30, 000 Vat inclusive shall be evaluated on 80\20 point system.
- 1.8 Suppliers to **indicate validity of quotation and delivery date for goods and services.**
- 1.9 The quotation must be detailed as per the SASSA attached specification and where the quotation is itemised, the supplier must indicate price for each line item. Failure to comply with this condition (paragraph 1.10) **WILL** result in the invalidation of your quotation.

2. DESCRIPTION OF SERVICE REQUIRED:

Description of Goods / Services	Quantity
BACKGROUND SCREENING	

NB: Please find attached SBD Forms and Detailed Specification or TOR's

3. ENQUIRIES RELATED TO DOCUMENTS MUST BE ADDRESSED TO:

BUYER:	D. LEKGANYANE	Telephone no:	012 400 2154
Cell no:	N/A	Fax no:	

Name: D. Lekganyane

Signature

Date: 13 OCTOBER 2022



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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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **...80/20...** preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

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2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices hereto 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 consignee 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 markets its goods on its own initiative in the USA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X83, Pretoria 0001, or accessed electronically from WWW.TENDER.EGYP.ZA
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, wet 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 blueprint, 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.

- | | |
|---|---|
| 14. 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 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.</p> |
| 21. Delays to the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

TERMS OF REFERENCE

THE APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER TO CONDUCT A BACKGROUND SCREENING FOR NOMINATED CANDIDATES PRIOR TO APPOINTMENT AND EXISTING EMPLOYEES FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED.

TERMS OF REFERENCE FOR THE APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER TO CONDUCT A BACKGROUND SCREENING FOR NOMINATED CANDIDATES PRIOR TO APPOINTMENT AND EXISTING EMPLOYEES FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED.

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TERMS OF REFERENCE FOR THE APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER TO CONDUCT A BACKGROUND SCREENING FOR RECOMMENDED CANDIDATES PRIOR TO APPOINTMENT AND EXISTING EMPLOYEES FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED.

1. INTRODUCTION

1.1 The South African Social Security Agency (SASSA) has been established in terms of the South African Social Security Agency Act, 2004 (Act No.9 of 2004). SASSA is a schedule 3A public entity in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999, as amended), and is responsible for the management, administration and payment of social assistance.

1.2 SASSA is currently structured as follows:

- 1.2.1 Head Office (Pretoria);
- 1.2.2 Regional Offices (All nine Regions);
- 1.2.3 District Offices;
- 1.2.4 Local Offices; and
- 1.2.5 Service Points.

2. OBJECTIVE

2.1 The objective is to appoint a service provider who will conduct background screening as part of the selection process and for existing employees; in order to guard against the appointment of staff on grounds of misrepresentation status /security competence.

- 2.1.1 Financial records / checks (ITC status);
- 2.1.2 Driver's license;
- 2.1.3 Qualifications;
- 2.1.4 Criminal records;
- 2.1.5 Fraud;
- 2.1.6 Citizenship;
- 2.1.7 ID documents; and
- 2.1.8 Social Media.

3. SCOPE OF WORK

3.1 In terms of the National Vetting Strategy in the Public Service approved by Cabinet, it is a requirement for Human Capital Management to undertake the following compulsory Personnel Suitability Checks (amongst others) on information provided by potential candidates during the Recruitment process prior to appointments being effected as well as information for existing employees:

- 3.1.1 Financial records / checks (ITC status);
- 3.1.2 Driver's license;
- 3.1.3 Qualifications;
- 3.1.4 Criminal records;
- 3.1.5 Fraud;
- 3.1.6 Citizenship;
- 3.1.7 ID documents; and
- 3.1.8 Social Media.

4. EXPECTED DELIVERABLES

4.1 Project Implementation Plan and Schedule. This should outline how the background screening will be provided as required by the following SASSA's offices:

- 4.1.1 Head Office (Pretoria);
- 4.1.2 Regional Offices(All nine Regions);
- 4.1.3 District Offices;
- 4.1.4 Local Offices; and
- 4.1.5 Service Points.

4.2 The successful bidder will be expected to conduct background screening as follows:

	Credit	Price Including Vat	Turnaround Time
Items	❖ Comprehensive ITC ✓ TransUnion; ✓ Experian;	R..... R.....	Within 1 Business day

	<ul style="list-style-type: none"> ✓ XDS; and ✓ Compuscan 		
	License	Price Including Vat	Turnaround Time
Items	<ul style="list-style-type: none"> ❖ Driver's License ❖ Public Drivers Permit ❖ Professional Drivers Permit 	R..... R..... R.....	2 business days
	Qualification	Price Including Vat	Turnaround Time
Items	<ul style="list-style-type: none"> ❖ National Matric / Senior certificate: <ul style="list-style-type: none"> ✓ Pre 1994 ✓ Umalusi ❖ National Tertiary Qualification <ul style="list-style-type: none"> ✓ African ✓ International ❖ Statement of Results ❖ Tertiary Course (Short courses) ❖ Professional Membership 	R..... R..... R..... R..... R..... R..... R.....	2-5 Business days 5-6 Business days 2-5 Business days 2-5 Business days 2-5 Business days
	Criminal	Price Including Vat	Turnaround Time
Item	<ul style="list-style-type: none"> ❖ Criminal record checks ❖ Fraud checks 	R..... R.....	2-5 Business days 2-5 Business days
	ID and Citizenship	Price Including Vat	Turnaround Time
Items	<ul style="list-style-type: none"> ❖ ID Verification ❖ Citizenship ❖ Permanent Residence / Work Permits 	R..... R..... R.....	1-2 Business days
	Media	Price Including Vat	Turnaround Time
	❖ Social Media	R.....	1-2 Business days
	In-house Training		
	❖ Per Agent	R.....	
	❖ Total Cost	R.....	
Total cost inclusive of VAT		R.....	

- 4.3 The service provider must be able to provide an invoice and a statement on a monthly basis, accompanied by a usage report which reflect the Agent's particulars and background screening conducted.
- 4.4 The Service Provider must co-ordinate requests from National and all nine (9) Regions, and consolidate such into one (1) monthly account to be submitted to National (Head Office) for payment, on the last day of the month.
- 4.5 The Service Provider must provide training to the Agents on the system which will be used to log requests.
- 4.6 The names of SASSA Officials (Agents) as well as their contact details for each SASSA Office will be provided to the successful bidder.
- 4.7 The bidders should demonstrate their proficiency and track record in conducting projects of similar nature.
- 4.8 The service provider should at all-time commit and expected to provide services as per the turnaround time.

5. RESPONSIBILITIES

- 5.1 The service provider is required to:
 - 5.1.1 Conduct business in an ethical, courteous and professional manner.
 - 5.1.2 Provide the necessary documentation as requested prior to the awarding of the contract.
- 5.2 The service provider must ensure that there is a consultant available at all times in case of inquiries, as well as an Accounts Manager to manage the SASSA account.
- 5.3 The service provider must timeously notify SASSA during the down-time periods / interruptions to service.
- 5.4 The service provider must ensure that they obtain approval for any additional fees required by institutions prior to finalizing the requests.
- 5.5 The service provider should provide their headquarters physical address and possible regional/provincial office.

6. SKILLS AND KNOWLEDGE REQUIRED

- 6.1 The service provider must have a thorough knowledge and understanding of background screening.
- 6.2 The service provider must have knowledge of the period of availability / non-availability of institutions for confirmation of background screening.
- 6.3 The service provider must have extensive experience in rendering background screening.
- 6.4 The service provider must provide contactable referral letters from clients where background screening services was rendered.

SASSA'S OBLIGATIONS

- 7.1 Manage the contract in a professional manner;
- 7.2 Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfill their duties;
- 7.3 Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties; and
- 7.4 Conduct reference checks and possible security clearances for the short-listed and appointed bidder(s).

8. MONITORING, EVALUATION AND REPORTING

- 8.1 The service provider must timeously inform SASSA of any interruption of services.
- 8.2 Meetings will be held twice a year or as and when required for performance review. Travel costs for attending meetings will be at the service provider's costs. The service level agreement may be reviewed as and when the need arises.
- 8.3 The monthly usage statement / report must be sent to SASSA primary and secondary contact persons.
- 8.4 The Agency reserves the right to effect penalties for any breach of contract or contravention(s) per incident on a sliding scale as determined by the approved guidelines that will be specified in the service level agreement.

9. BID EVALUATION CRITERIA

9.1 Bidders will be evaluated in accordance with 80/20 preference point system.

9.2 Bids will be evaluated in two (2) stages as follows:

9.2.1 Stage 1

Phase 1: Special Conditions

Phase 2: Administrative Conditions

Phase 3: Functional Evaluation

9.2.2 Stage 2

Phase 1: Price and Level of B-BBEE Level of Contribution

9.3 Stage 1

9.3.1 Phase 1: Special Conditions

9.3.1.1 Bidders must submit the following:

9.3.1.1.1 Contactable reference letter(s) from all clients listed in annexure A (table of experience) where background screening services have been conducted. Referral letters should include the following:

- Duration of contract;
- Value of the contract; and
- Service provided.

9.3.1.1.2 The service provider must be registered with National Credit Regulator and/or National Association of Professional Background Screeners (NAPBS) and/or Southern African Fraud Prevention Service (SAFPS) and provide accreditation letter and/or certificate.

NB: Failure to comply with the above requirement will invalidate the BID.

9.3.2 Phase 2: Administrative conditions

9.3.2.1 Bidders must submit the following documents:

- Tax Compliance Status Pin;
- Proof of registration with Central Supplier Database (CSD);
- Fully completed and signed standard bidding documents;

NB: Failure to comply with the above requirement may invalidate the BID.

9.3.3 Phase 3: Functionality Criteria

9.3.3.1 Prospective bidders will be evaluated for functionality criteria as stipulated in these terms of reference. Only those bidders who score a minimum of **70 points out of 100 points** on functionality will be considered and proceed to be evaluated further on Price and B-BBEE level contributor and the 80/20 principle will apply. Bidders will be evaluated in terms of the following values:

1=Poor, 2=Average, 3=Good, 4=Very Good, 5=Excellent

CRITERIA	WEIGHT
<p><u>Experience and knowledge</u></p> <p>Extensive experience and relevant knowledge as a service provider performing background screening (Referral letters and Annexure A table will be utilised to assess the experience).</p> <p>Above 5 years = Excellent (5) Above 4-5 years = Very good (4) Above 3-4 years = Good (3) 1 -3 Years = Average (2) Below 1 Year = Poor (1)</p>	30
<p>Single contract value of previous and current contracts. Referral letters and Annexure A table of experience will be utilized for assessment.</p> <p>Above R700 000 = Excellent (5) Above R600 000 – R700 000 = Very good (4) Above R500 000 – R600 000 = Good (3) Above R300 000 – R500 000 = Average (2) Below R300 000 = Poor (1)</p>	30
<p><u>Proposed project implementation plan</u></p> <p>The plan must include but not limited to the following:</p> <ul style="list-style-type: none"> ✓ Activities during pre-project implementation phase ✓ Activities during project implementation plan and closeout phases 	15

<u>Project methodology and approach must include but not limited to the following:</u> Proposed plan and turnaround times of the activities to be executed: <ul style="list-style-type: none"> ✓ Financial records / checks (ITC status); ✓ Driver's license; ✓ Qualifications; ✓ Criminal records; ✓ Fraud; ✓ Citizenship; ✓ ID documents; and ✓ Social Media. • Training plan and turnaround times 	20
<u>Contingency plan</u> <ul style="list-style-type: none"> • Measures to be implemented in the event of verification system downtime 	5
TOTAL	100

9.4 Stage 2:

9.4.1 Phase 1: PRICE AND B-BBEE STATUS LEVEL CONTRIBUTOR.

9.4.1.1 This Bid will be evaluated in terms of 80/20 preference point system. The table below indicate evaluation criteria on price and B-BBEE Status Level Contributor.

PRICE AND B-BBEE STATUS LEVEL CONTRIBUTOR	100
Price	80
B-BBEE Status Level Contributor	20

9.4.1.2 80 points will be for price and 20 points will be for B-BBEE Status Level Contributor.

9.4.1.3 Points will be awarded to a bidder for attaining the B-BBEE Status Level Points.

- 9.4.1.4 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level Contributor in accordance with the table below:

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

9.4.2 BROADBASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL VERIFICATION CERTIFICATE

- 9.4.2.1 Bidders are required to submit proof of B-BBEE Status Level Contributor to substantiate their B-BBEE rating claims. Proof includes B-BBEE Status Level Verification Certificate issued by verification agencies accredited by SANAS.
- 9.4.2.2 Bidders who qualify as EME to submit a sworn affidavit signed by the EME representative and attested by Commissioner of Oath or B-BBEE Certificate issued by CIPC.
- 9.6.2.3 Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.
- 9.6.2.4 A trust, consortium or joint venture (including unincorporated consortium and joint ventures) must submit a consolidated B-BBEE Status Level verification Certificate.

9.6.2.5 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bid.

9.6.2.6 Bidders must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

Bidders other than EMEs

(i) Verification agencies accredited by SANAS; or

Bidders who qualify as EMEs

(i) Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

(ii) B-BBEE certificate issued by CIPC

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

10. BID CONDITIONS

10.1 Bidders should be Protection of Personal Information Act, 2013 (POPIA) compliant in all aspects of the bid. No information, whatsoever will be stored outside the borders of the country.

10.2 The successful bidder must ensure that the information provided by SASSA during and after the contract period is not transferred /copied/corrupted/amended in whole or in part by or on behalf of another party.

10.3 SASSA reserves the right to negotiate with the successful bidder on price offered.

10.4 No advance payment will be made. Payment would be made in terms of the deliverables or unless otherwise agreed upon by SASSA and the successful bidder.

10.5 Government Procurement General Conditions of contract (GCC) as issued by National Treasury will be applicable on all instances. The General Condition is available on the National Treasury website (www.treasury.gov.za) and also form part of this bid document.

10.6 The successful bidder will be required to sign a declaration of secrecy with SASSA.

10.7 The successful bidder will be required to sign a service level agreement with SASSA prior the commencement of the contract.

- 10.8 SASSA reserves the right to contact reference check and any misrepresentation will result in the disqualification of the bidder(s).
- 10.9 Telegraphic, telefax or late tenders/bids will not be accepted and will be disqualified.
- 10.10 SASSA reserves the right to appoint more than one bidder(s).
- 10.11 SASSA reserves the right not to award the bid.
- 10.12 Bids must be submitted in line with specifications.
- 10.13 Bidders must attend a non-compulsory virtual briefing session.
- 10.14 SASSA reserves the right to award the bid in whole or partly.
- 10.15 All cost(s) relating to Travelling and Accommodation will be at the expenses of the service provider(s).

NB: Failure to comply with the requirements above may invalidate the proposal.

11. SECURITY REQUIREMENTS

- 11.1 The successful bidder(s) must strictly adhere to all Acts and Regulations relating to the background screening industry. Failure to comply shall invalidate the bid.
- 11.2 The Agency reserves the right to conduct compulsory security screening to the successful bidder.

12. PRICING

- 12.1 Prospective bidders must clearly provide price per item as stipulated in the expected deliverables on paragraph 4.2.
- 12.2 The onus is upon the prospective bidder(s) to take into account all costs for the duration of the contract period and to CLEARLY indicate the price.
- 12.3 The price offer by the prospective bidders should be firm and inclusive of Value Added Tax (VAT).
- 12.4 All price offered should be in rands.
- 12.5 Contract price will be adjusted in line with the Consumer Price Index (CPI) after the anniversary of the contract as determined by STATSA.

13. DISCOUNT

13.1 When calculating comparative prices:

13.1.1 Unconditional discounts will be taken into account for evaluation purposes; and

13.1.2 Conditional discounts will not be taken into account for evaluation purpose but should be implemented when payment is effected.

14. DURATION OF CONTRACT

14.1 The duration of the contract will be for a period of three (3) years.

15. SUBMISSION OF THE BID DOCUMENT

15.1 Prospective bidders must submit an original proposal.

16. DELIVERY OF BID DOCUMENT

16.1 It is the responsibility of the bidder(s) to ensure that his/her proposal(s) are submitted in the quotation box on or before the closing date and time of the bid as stipulated in the bid document.

17. ENQUIRIES

17.1 All enquiries must be directed to Supply Chain Management as the advert.

ANNEXURE A

NB: SASSA shall verify the contents of this list directly with the bidders' clients. Bidders are required to complete this table in full as it shall be the **ONLY ONE** used to evaluate bidders experience and capability in background screening services.

TABLE OF EXPERIENCE

CURRENT AND PREVIOUS CONTRACTS (CLIENT BASE)

A list of current and previous contracts accompanied by appointment letters and referral letters, which are relevant to the service required in the bid specifications must be attached to the bid proposal. The following template must be used and must be completed in full. **Failure to complete the table correctly shall invalidate the bid.**

Indicate all the current and previous contracts accompanied by appointment letters and referral letters which should be for the clients indicated in the table below and **ONLY** those relevant to the background screening required in the bid specifications.

Only the relevant experience shall be considered for bid evaluation purposes.

Name of client / organization is being executed/was executed	Contract period (indicate start and end dates) e.g. 1 April 2013 to 31 March 2014	Nature of services provided (qualification verifications, Id Document, Driver's license, Financial Checks (ITC), Criminal record, Citizenship)	Contact persons and telephone numbers of your client	Value of the Contract