

**SASSA: 10-25-FM-EC**

**INVITATION TO BID**

**SUPPLY, COMMISSIONING AND INSTALLATION OF CLOSED-CIRCUIT TELEVISION (CCTV) SYSTEM, FOR THREE (3) OFFICES (REGIONAL OFFICE, IDUTYWA LOCAL OFFICE AND QONCE LOCAL OFFICE) AT SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION**

**A Compulsory Briefing Session will take place on 20 February 2026 at 11:00 at the following address:**

**SASSA Eastern Cape Regional Office  
Second Floor Boardroom  
Cnr Fitzpatrick and Merino Avenue  
BKB Building  
Quigney, East London  
5201**

**PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:**

**SASSA REGIONAL OFFICE  
BKB BUILDING,  
CONR FITZPATRICK & MERINO ROAD  
QUIGNEY  
EAST LONDON  
5201**

**CLOSING DATE: 6 MARCH 2026**

**TIME: 11:00**

**ENQUIRIES CAN BE DIRECTED TO THE FOLLOWING SASSA OFFICIALS:**

a) Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
EC Region	043 707 6378	Mr Isaac Kala	<a href="mailto:TenderQueriesEC@sassa.gov.za">TenderQueriesEC@sassa.gov.za</a>

b) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
EC Region	043 707 3628	Mr Tanduxolo Tyaliti	<a href="mailto:TenderQueriesEC@sassa.gov.za">TenderQueriesEC@sassa.gov.za</a>

**BID DOCUMENTS CAN BE OBTAINED FROM:**

[www.etenders.gov.za](http://www.etenders.gov.za)  
<https://www.sassa.gov.za>

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**SUPPLY, COMMISSIONING AND INSTALLATION OF CLOSED-CIRCUIT TELEVISION (CCTV) SYSTEM, FOR THREE (3) OFFICES (REGIONAL OFFICE, IDUTYWA LOCAL OFFICE AND QONCE LOCAL OFFICE) AT SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION**

<b>NO</b>	<b>DESCRIPTION OF DOCUMENT</b>
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<b>3</b>	<b>SBD 4</b>
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# PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SASSA:10-25-FM-EC	CLOSING DATE:	6 March 2026	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, COMMISSIONING AND INSTALLATION OF CLOSED-CIRCUIT TELEVISION (CCTV) SYSTEM, FOR THREE (3) OFFICES (REGIONAL OFFICE, IDUTYWA LOCAL OFFICE AND QONCE LOCAL OFFICE) AT SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
SASSA, BKB BUILDING, CNR FITZPATIRCK & MERINO ROAD, QUIGNEY, EAST LONDON, 5201					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr T Tyaliti	CONTACT PERSON	Mr I Kala		
TELEPHONE NUMBER	043 707 6328	TELEPHONE NUMBER	043 707 6378		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	<a href="mailto:TenderQueriesEC@sassa.gov.za">TenderQueriesEC@sassa.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:TenderQueriesEC@sassa.gov.za">TenderQueriesEC@sassa.gov.za</a>		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>[[IF YES ENCLOSE PROOF]]</i>		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No <i>[[IF YES, ANSWER THE QUESTIONNAIRE BELOW]]</i>
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>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.</b>					

# 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, 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: <b>SASSA: 10-25-FM-EC</b>
Closing Time 11:00	Closing date: <b>6 March 2026</b>

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
			R .....

- Required by: **SASSA EASTERN CAP**
- At: **SASSA Regional Office East London**
- Brand and model **Not Applicable**
- Country of origin **Not Applicable**
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery **As per Purchase Order**
- Delivery basis \*Delivery: 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 interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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:

.....  
 .....

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

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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

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

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.

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

### 1.2 To be completed by the organ of state

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

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

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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
- (a) 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3 - 4 contributor with at least 51% 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 ownership	12	

B-BBEE Status Level 3 - 4 contributor	8	
B-BBEE Status Level 5 - 8 contributor	4	
Non-compliant	0	
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points		

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

### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## LOCAL CONTENT DECLARATION DOCUMENT

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2017 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2017 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2017 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.**

2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Item No.	Description of services, works or goods	Stipulated minimum threshold
1	<b>CAT6 network cables</b>	<b>90 %</b>
2	<b>Fibre Optic</b>	<b>90 %</b>
3	<b>Power cables low voltage</b>	<b>90 %</b>

3. Does any portion of the goods or services offered have any imported content?

*(Tick applicable box)*

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dtic must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2017; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2017, the rates of exchange indicated in

paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2017.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2017.

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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





**Supply, Commissioning and installation of Closed-Circuit Television (CCTV) System, for Three  
(3) Offices (Regional Office, Idutywa Local Office and Qonce Local Office) at South  
African Social Security Agency (SASSA)  
Eastern Cape Region**

## **1. PURPOSE**

The purpose of this TOR is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids to supply, commission and install Closed Circuit Television (CCTV) for SASSA at three (3) offices (Regional Office, Idutywa and Qonce Local Offices) in the Eastern Cape Region. Service providers will be invited to respond to the request, and submit proposals to Supply, commission and install CCTV system at three (3) identified SASSA Offices in the Eastern Cape Region.

## **2. BACKGROUND**

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

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

SASSA Eastern Cape Region is currently structured as follows:

2.3.1 Regional Office:

2.3.2 District Offices;

2.3.3 Local Offices;

2.3.4 Service Points; and

2.3.5 Record Management Centre.

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

**3.1 Bidder(s) must comply, but not limited to, with the following relevant legislation:**

3.1.1 The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);

3.1.2 The Private Security Industry Regulations, 2002 dated 14 February 2002;

3.1.3 Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993);

3.1.4 The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);

3.1.5 The Criminal Procedure Act, 1977 (Act no. 51 of 1977)

3.1.6 The Firearms Control Act, 2000 (Act no. 60 of 2000);

3.1.7 The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);

3.1.8 The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);

3.1.9 National Treasury Implementation Guide – Preferential Procurement Regulations, 2022.

3.1.10 Protection of Personal Information Act, 2013 (Act no.4 of 2013)

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

**3.3 All bidder(s) must be registered with/in the following:**

3.3.1 Private Security Industry Regulatory Authority (PSIRA),

3.3.2 Central Supplier Database (CSD),

3.3.3 Compensation for Occupational Injuries and Diseases Act (COIDA)

3.3.4 Unemployment Insurance Fund (UIF).

3.4.5. South African Revenue Services (SARS).

#### **4. CONFIDENTIALITY**

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

#### **5. GENERAL BID CONDITIONS**

- 5.1 SASSA reserves the right to cancel the contract forthwith and to terminate the services of the bidder(s) without prior notice to do so if the bidder(s) becomes unable for any reason whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful **bidder(s)**. In such an event, the bidder(s) shall, when called to do so, hand over to SASSA all documents which are related to the contract.
- 5.2 SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.
- 5.3 The bidder(s) undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as is practically possible before the commencement of this agreement.

- 5.4 The bidder(s) shall notify SASSA in writing of any change of address within five days hereof.
- 5.5 The bidder(s) shall be responsible for all transport costs incurred during the installation of CCTV.
- 5.6 SASSA reserves the right to inspect the services rendered by the bidder(s) at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 5.7 The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.
- 5.8 The bidder(s) shall take all possible steps to ensure that the contract and the intended execution take place.
- 5.8 Bidders must also outline the activities that will be undertaken in order to implement and manage the relevant communicable disease protocols as well as the risks associated herewith.
- 5.9 SASSA reserves the right to conduct security background checks in respect of the recommended bidder(s) and its directors or members as well as registered security officers by the State Security Agency (SSA). The successful bidder(s) will be subject to background checks.
- 5.10 The successful bidder(s) will enter into a Service level Agreement (SLA) with SASSA.
- 5.11 SASSA reserves the right to negotiate price(s) with the successful bidder(s).
- 5.13. The successful bidder will be required to provide service in a courteous and professional manner.
- 5.14. The successful bidder must ensure that all staff working under this contract are in good health and pose no risk to any SASSA employees.
- 5.15. The successful bidder will comply with SASSA security emergency policies, procedures and regulations.
- 5.16. SASSA will only pay the work or installation that has been successfully concluded.

## **6. PUBLIC LIABILITY**

The bidder(s) indemnifies SASSA from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the bidder or any other person that may result from or be related to the execution of this contract.

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

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

## **7. EVALUATION OF PROPOSALS**

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

<b>Stage One</b>	<b>Phase One:</b> Mandatory Requirements <b>Phase Two:</b> Administrative Compliance <b>Phase Three:</b> Functionality
<b>Stage Two</b>	Price and Specific Goals

### **7.1 STAGE ONE**

7.1.1 The proposals shall be evaluated in accordance with the 80/20 principle.

- **PHASE ONE: MANDATORY REQUIREMENTS**

a) Bidder(s) should submit the following documents:

Mandatory Compliance
1. A valid certified copy of the company registration certification with Private Security Industry Regulatory Authority (PSIRA)
2. A valid certified copy of the company's director's registration with PSIRA
3. A valid certified copy of Letter of good Standing with PSIRA
4. Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM) letter.
5. Attendance of Compulsory briefing session

**NB: Bidders who fail to comply with the above listed mandatory requirements will be disqualified. Certification of copies must not be older than 3 months.**

- **PHASE TWO: ADMINISTRATIVE REQUIREMENTS**

1. SBD forms fully completed and signed by the bidder (SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 6.2 and Annexure C
2. Proof of registration with National Treasury Central Supplier Database (CSD)
3. Valid Tax PIN document
4. Certified copy of identity document for all directors (certification must not be older than 3 months)
<p><b>5. LOCAL PRODUCTION AND CONTENT</b></p> <p>Only locally produced goods and services with stipulated minimum threshold for local production and content will be considered on the following items:</p> <p><b>5.1 CAT6 network cables = 90%</b></p> <p><b>5.2 Fibre optic = 90%</b></p> <p><b>5.3 Power cables low voltage = 90%</b></p>

6. For exemption requests on designated products and the minimum threshold for local content that cannot be met for various reasons, bidders must apply for exemption from the DTI.
7. Bidders must complete Declarations D and E (Supporting Schedule to Annexure "C") and consolidate the information on Annexure "C". SASSA reserves the right to request the completed Declaration "D" and "E"
8. The exemption approval must be attached to the bid on the closing day and time
9. **Non-Compliance with the Local Content provisions as stipulated may render the Bid non-responsive.**

- **PHASE THREE- FUNCTIONALITY**

Bidder(s) will be evaluated in the following manner:

- 1) Poor, 2) Average, 3) Good, 4) Very good, 5) Excellent.

No	Phase Two – Functionality Criteria	Weight													
1.	<p><b>(a) Experience: Values of the security services projects (Installation of CCTV Systems) not older than five (5) years.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #cccccc;">Values of Contracts</th> <th style="background-color: #cccccc;">Score</th> <th rowspan="6" style="background-color: #cccccc; text-align: center; vertical-align: middle;"><b>20</b></th> </tr> </thead> <tbody> <tr> <td>R 1 – R 1 000 000</td> <td style="text-align: center;">1</td> </tr> <tr> <td>R 1 000 001 – R 2 000 000</td> <td style="text-align: center;">2</td> </tr> <tr> <td>R 2 000 001 – R 3 000 000</td> <td style="text-align: center;">3</td> </tr> <tr> <td>R 3 000 001 – R 4 000 000</td> <td style="text-align: center;">4</td> </tr> <tr> <td>R 4 000 001 and above</td> <td style="text-align: center;">5</td> </tr> </tbody> </table>	Values of Contracts	Score	<b>20</b>	R 1 – R 1 000 000	1	R 1 000 001 – R 2 000 000	2	R 2 000 001 – R 3 000 000	3	R 3 000 001 – R 4 000 000	4	R 4 000 001 and above	5	<b>40</b>
Values of Contracts	Score	<b>20</b>													
R 1 – R 1 000 000	1														
R 1 000 001 – R 2 000 000	2														
R 2 000 001 – R 3 000 000	3														
R 3 000 001 – R 4 000 000	4														
R 4 000 001 and above	5														
2.	<p><b>(b) Experience: Number of security services projects (Installation of CCTV Systems) not older than five (5) years.</b></p>														

Number of Contracts	Score	<b>20</b>				
1 to 2 projects	1					
3 to 4 projects	2					
5 to 6 projects	3					
7 to 8 projects	4					
9 and more projects	5					
<p>Bidder should provide/attach a table outlining current and previous clients in government, State-Owned Entities and Private Entities reflecting names and contact details of client(s), the types of services rendered, start, end dates and the values of the contracts.</p> <p>Bidder should provide or attach award letters/contracts/purchase orders in respect of each of the contracts reflected in table (a) above. Such award letters from the clients must reflect names and contact details of client(s); the types of services rendered, start, end dates and values of the contracts as signed by the client. The bidder should provide a reference letter/ certificate of completion for each award letter/contract/ purchase order attached.</p>						
3.	<p><b>Project Implementation Plan:</b></p> <p>Comprehensive Project Implementation Plan with a delivery date not later than 25 March 2026</p> <p>The Comprehensive Project Implementation Plan must cover the following:</p> <table border="1" data-bbox="337 1587 1330 1841"> <thead> <tr> <th data-bbox="337 1587 1091 1661">PLAN</th> <th data-bbox="1091 1587 1330 1661">SCORE</th> </tr> </thead> <tbody> <tr> <td data-bbox="337 1661 1091 1841"> <ul style="list-style-type: none"> <li>Installation Plan with 12 months warranty on equipment and installations to cover the following elements:</li> </ul> </td> <td data-bbox="1091 1661 1330 1841" style="text-align: center;">40</td> </tr> </tbody> </table>	PLAN	SCORE	<ul style="list-style-type: none"> <li>Installation Plan with 12 months warranty on equipment and installations to cover the following elements:</li> </ul>	40	<b>60</b>
PLAN	SCORE					
<ul style="list-style-type: none"> <li>Installation Plan with 12 months warranty on equipment and installations to cover the following elements:</li> </ul>	40					

	<p>(Dummy drawings and/ positioning of cameras) and (Contingency plan )</p> <ul style="list-style-type: none"> <li>Bidder(s) will score a five (5) for a plan reflecting both drawings and contingency and a value of two (2) if the plan reflects one element and a value of one (1) will be allocated for a plan with no reflection of the drawings and contingency.</li> </ul>					
	<table border="1"> <thead> <tr> <th>PLAN</th> <th>SCORE</th> </tr> </thead> <tbody> <tr> <td>Training plan</td> <td>20</td> </tr> </tbody> </table> <p>The bidder(s) must demonstrate how they will provide a thorough training to the identified users and support to the users in the three(3) offices after the installation of the system.</p> <p>The bidder(s) will score a five (5) for providing a plan and one (1) for failure to provide a training plan.</p>	PLAN	SCORE	Training plan	20	
PLAN	SCORE					
Training plan	20					
	<b>TOTAL</b>	<b>100</b>				
	<b>Bidder(s) who misrepresents themselves in the bidding documents shall be eliminated for further evaluation.</b>					

**NB: Bidders must score a minimum of 70 points out of 100 on functionality. Bidders who score less than 70 points for functionality shall be disqualified and shall not be subjected to further evaluation.**

- STAGE TWO: PRICE AND SPECIFIC GOALS**

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

<b>Price and Specific Goals</b>	<b>100</b>
<b>Price</b>	<b>80</b>
<b>Specific Goals</b>	<b>20</b>

(a) SASSA Supply Chain Policy paragraph 14.3.2 has determined the following specific goal point system that will be used to calculate the score out of 20. Points awarded for BBEE Status level of contribution on specific goals will be evaluated accordance to the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3 - 4 contributor with at least 51% 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 ownership	12	
B-BBEE Status Level 3 - 4 contributor	8	
B-BBEE Status Level 5 - 8 contributor	4	
Others (Non-Compliant)	0	
<b>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.</b>		

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

## **8. SCOPE OF WORK**

Bidder(s) are expected to supply, commission and install CCTV System at three SASSA Offices (Regional Office, Idutywa and Qonce Local Office) in line with technical specification on **Annexure 'A'** as well as **Annexure B** list and addresses of Offices.

## **9. BID AWARD & CONTRACT**

9.1 The contract will be concluded between SASSA and the successful Bidder(s).

9.2 SASSA reserves the right to award the bid to one or more service providers.

9.3 SASSA reserves the right to award the bid in whole or only partial

9.4 SASSA reserves the right to reduce / increase the required goods during the contract period.

9.5 The successful bidder(s) will be subject to background checks.

## **10. TERMINATION AND WITHDRAWAL**

10.1 The contract may be terminated immediately should the successful bidder no longer qualify as service provider in terms of the PSIRA Act, 2001 (Act 56 of 2001).

10.2 SASSA reserves the right to cancel the contract forthwith and to terminate the services of the successful bidder without prior notice, if the successful bidder becomes unable for any reason whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder. In such an event, the successful bidder shall, when called to do so, hand over to the Agency all documents which are related to the contract.

10.3 Should SASSA property or any part(s) of SASSA property be damaged or destroyed, SASSA will, in its discretion determine which part(s) of the property will no longer be bound by the stipulations of this agreement and no claim for indemnification in favour of one party against the other shall result from there.

10.4 In respect of the remaining part(s) of the premises, which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change. If the damaged property is repaired, SASSA can request the service provider to complete the installations.

#### **10.5 Guarantee and Service**

10.5.1 The successful bidder must guarantee a minimum 12 months warranty from the date of delivery to site, successful commissioning and handing over of the system.

10.5.2 During the period of guarantee, the successful bidder shall, at his own expense, carry out all necessary repair work, including material and labour, (excluding work required due to damage by others) in order to maintain the unit in a working condition.

10.5.3 The successful bidder shall, during the period of guarantee, repair the equipment to the satisfaction of the Agency, within 24 hours after the notification of the fault.

#### **10.6 Bid Pricing Schedule**

**Note: Bidders must complete the bid pricing schedule in the attached spread sheet format provided and include this as part of submission (see Annexure A).**

### **11. MONITORING AND EVALUATION**

Monitoring and evaluation of this service will be undertaken by Security Management, Local Office Managers and Admin Support Managers at District Offices, as well as by the Service Provider on a daily basis (during the installation process).

## **12. ABBREVIATIONS**

<b><u>Abbreviation</u></b>	<b><u>Description / Explanation</u></b>
<b>TOR</b>	<b>Terms of reference</b>
<b>UIF</b>	<b>Unemployment Insurance Fund</b>
<b>COIDA</b>	<b>Compensation For Occupational Injuries and Diseases ACT</b>
<b>PSIRA</b>	<b>Private Security Industry Regulatory Authority</b>
<b>PPPFA</b>	<b>Preferential Procurement Policy Framework Act</b>
<b>CCTV</b>	<b>Closed Circuit Television</b>
<b>NVR</b>	<b>Network Video Recorder</b>
<b>GB</b>	<b>Gigabyte</b>
<b>mm</b>	<b>Millimetre</b>
<b>CAT6</b>	<b>CAT6 means CAT6 Typically, CAT6 claims to: double transmission frequency from 250MHz to 500MHz or even 550MHz; be equipped with a grounded foil shielding that helps data transmission reach up to 10 Gigabit Ethernet; and extend to a maximum length of 1500 meters</b>
<b>m</b>	<b>Meter</b>
<b>RJ45</b>	<b>Registered Jack 45</b>
<b>OEM</b>	<b>Original Equipment Manufacturer</b>
<b>CSD</b>	<b>National Treasury Central Supplier Database</b>

### **13. CLOSING OF BIDS**

The bid close on **6 March 2026 at 11h00** and need to be submitted as per the advert at the following address:

**SASSA Eastern Cape Regional Office**  
BKB Building  
Cnr Fitzpatrick and Merino Avenue  
Quigney  
East London  
5201

**No late bids will be accepted**

### **14. COMPULSORY SITE BRIEFING**

A Compulsory Briefing Session will take place on **20 February 2026 at 11:00** at the following address:

**SASSA Eastern Cape Regional Office**  
**Second Floor Boardroom**  
**Cnr Fitzpatrick and Merino Avenue**  
**BKB Building**  
**Quigney, East London**  
**5201**

### **15. BID ENQUIRIES**

**15.1 The following contact details in respect of enquiries will apply:**

c) Technical enquiries

<b>Name of Region</b>	<b>Contact Number</b>	<b>Contact Person</b>	<b>Email Address</b>
EC Region	043 707 6378	Mr Isaac Kala	<a href="mailto:isaack@sassa.gov.za">isaack@sassa.gov.za</a>

d) Supply Chain Management

<b>Name of Region</b>	<b>Contact Number</b>	<b>Contact Person</b>	<b>Email Address</b>
EC Region	043 707 3628	Mr Tanduxolo Tyaliti	<a href="mailto:tanduxolot@sassa.gov.za">tanduxolot@sassa.gov.za</a>

## Desktop Specification

<b>Specifications for Desktop</b>	
<b>No:</b>	<b>Description</b>
1	CPU: Intel® Core™ i7-12700T Processor (25M Cache, up to 4.70 GHz) or equivalent
2	Chipset: Intel
3	Memory: 32GB DDR4 / DDR5
4	Video: Integrated HDMI
5	Audio: Integrated sound card with integrated speakers
6	Network: Integrated Gigabit Ethernet
7	Optical Drive: DVD-Rom
8	HDD: 512GB SSD and 4TB SATA HDD
10	Graphics Card: Gigabyte GeForce GTX 1660 Ti OC 6GB or equivalent
11	Energy Compliance: Star Energy Rating
12	Warranty: 3 Years onsite
13	Software: Microsoft Windows 10 / 11 Professional 64-bit pre-installed (SASSA will upgrade in accordance to it MS Enterprise Agreement  All relevant OEM Drivers and Applications
14	All components to be installed, configured and tested before delivery to SASSA.
<b>Desktop Base Unit Accessories</b>	
14	Monitor: 27" HDMI LED (HDMI cable to be included)
15	Security: Cable Lock: Security Mount to Wall or Desk
16	Wireless Keyboard and Mouse (Batteries included)

### SASSA Desktop Branding

17 BIOS/Start-up Logo: The following Logo to be embedded in the BIOS and appear on start-up:



### UPS Specification

#### Specifications for UPS

No:	Description
1	UPS to be installed onto the server cabinet on rack mounts. In the event that the UPS cannot be installed on the rack mounts then the UPS must be fitted with a tower stand and kept as close as possible to the server cabinet
2	UPS to be strictly dedicated for CCTV, NVR and Switches.
3	If UPS is 5KVA or less then UPS to be hardwired with a 2.5mm cable from its dedicated circuit breaker  If UPS greater than 5KVA or less than 8KVA then UPS to be hardwired with a 4mm cable from its dedicated circuit breaker
4	Power rails on the cabinet to be electrified by the UPS therefore the existing plug will need to be removed and power cable connected to the UPS
5	Isolator to be installed on the UPS
6	COC required for the connection of the UPS to the DB Board

7

Service provider to install an Earth Bar as per SASSA standards which must be earthed to server cabinet





# **ANNEXURE A**

**ANNEXURE A**

**INSTALLATION CCTV SYSEM SASSA EC REGION**

Item	Description	Unit	Qty per site	No. of Sites	Total Qty	Supply	Install	Unit Price	Total Price			
<b>1 3 x SASSA EC Offices (Regional Office, Idutywa and Qonce local Office)</b>												
1.1	4MP PTZ 25x zoom Darkfighter H.265/H.264 Camera HD-1520P, Triple Streams, array IR LEDs (150m), 3D Noise Reduction, Wide Dynamic Range Extreme (120dB), Audio in/out, Alarm in/out, SD card slot 128GB, Smart Video Content Analytics, IP66, DC 12V, POE.	Each	1	<b>3</b>	3	Supply	Install					
1.2	True Day Night IP H.265 Bullet Panoramic 180 degree Camera, Sony StarVis Starlight/Equivalent 8.0MP, Triple Streams, 4x 2.8mm lenses internally stitched, array IR LEDs (30m), 3D Noise Reduction, Wide Dynamic Range Extreme (120dB), Audio in/out, Alarm in/out, IP66, DC 12V, POE.	Each	2		6	Supply	Install					
1.3	Junction box for panoramic style bullet IP Cameras	Each	2		6	Supply	Install					
1.4	CAT6 Network cable and point installation for Controller to main building security network	Meter	8400		25200	Supply	Install					
1.5	9" Equipment rack. 9U floor standing including 2x 5way power distribution, extraction fans, sides and lockable doors front and back. 600mm deep. Sufficient blanking panels included. 19" trays for equipment.	Each	1		3	Supply	Install					
1.6	All required equipment including, trays, cassettes, SM pig tails, SM patch leads, patch panels, brush panels, labelling and management	LOT	2		6	Supply						
1.7	4 Core single mode fibre optic cable installed, spliced both ends including sleeves and trenching if required. OTDR Test.	Meter	100		300	Supply	Install					
1.8	Layer 2 Managed 24Port 100/1000 PoE Switch with 4x Gigabit uplinks SFP - 400 watt internal power supply	Each	1		3	Supply	Install					
1.9	Gigabit GBIC 1.25G, 1310nm SMF, 20km LX, Duplex LC, DDM	Each	2		6	Supply	Install					
1.10	32 Channel Realtime 4K Network Video Recorder (NVR), H.265/H.264/MJPEG, HDMI, USB Backup, 4 Alarm input/1 Alarm outputs, 1X E-SATA, RS-485, VGA & Smart phone access (FSEYE App), SMART VIDEO ANALYSIS, 8 X SATA HDD, DC 12V, 2U (NO STORAGE INCLUDED), RAID support. Supports 36 channels @ 1.3MP, 2MP, 3MP, 4MP, 5MP & 4K	Each	2		2	Supply	Install					
1.11	8TB SATA Surveillance specified hard drives (installed and tested)	Each	4		12	Supply	Install					
1.12	16 Channel Realtime 4k Network Video Recorder(NVR)H.265/H.264/MPEG/HDMI...	Each	2		2	Supply	Install					
1.13	RJ 45 Connectors & boots, cable labelling, cable ties, sprag, PVC Conduit (internal), Bosal conduit (external) and required CAT6 accessories	LOT	1		3	Supply	Install					
1.14	Sundries and consumables	LOT	1		3	Supply						
1.15	Travelling, transport, delivery, accommodation, meals, subsistence allowances	LOT	1		3							
1.16	Project management, Commissioning and commercial costs	LOT	1		3							
1.17	Installation of existing cameras at 3 Offices	LOT	3		84	N/A	Install					
<b>2 Linking of 2 x Sites systems to the IT infrastructure of SASSA including setting up of Admin PC</b>												
2.1	27" LED Displays and Desktop PC mount including cables	Each	1	2	Supply	Install						
2.2	Allow for all factors required for the testing, commissioning and handover of the system as specified	LOT		1								
2.3	System Commissioning	Lot		1								
2.4	Project Management	Lot		1								
2.5	Setup Testing and Commissioning	Lot		1								
2.6	Integration testing	Lot		1								
<b>3 DOCUMENTATION</b>												
3.1	As-built drawings for the systems	Each		3	Supply							
<b>JBTOTAL</b>							<b>R</b>	<b>-</b>	<b>R</b>	<b>-</b>	<b>R</b>	<b>-</b>
							<b>VAT</b>					
							<b>Grand Total</b>			<b>R</b>		<b>-</b>

**NB: Please note this SASSA Bill of quantities consists of 2 x remote sites with a total of 20 x cameras + 2 NVR installations , Regional office has a total of 64 x cameras and 2 X NVR installations.  
Atleast 12 months warranty on supplied equipment**



# **ANNEXURE B**

**LIST OF SASSA 3 OFFICES FOR CCTV SYSTEM INSTALLATION**

<b>Name of Building</b>	<b>Office</b>	<b>Municipal Area</b>	<b>Name and Physical Address / Location of Building</b>
Idutywa	Local Office	Mbhashe Local Municipality	No 89 King Street, IDUTYWA, 5000
Qonce	Local Office	Buffalo City Metro Municipality	Erf 10665, Unit 1,5,35 Smith Street KWT 5600
Regional Office	Office	Buffalo City Metro Municipality	08 Merino Street, Quigney East London, 5201



# **SASSA FLOORPLANS**



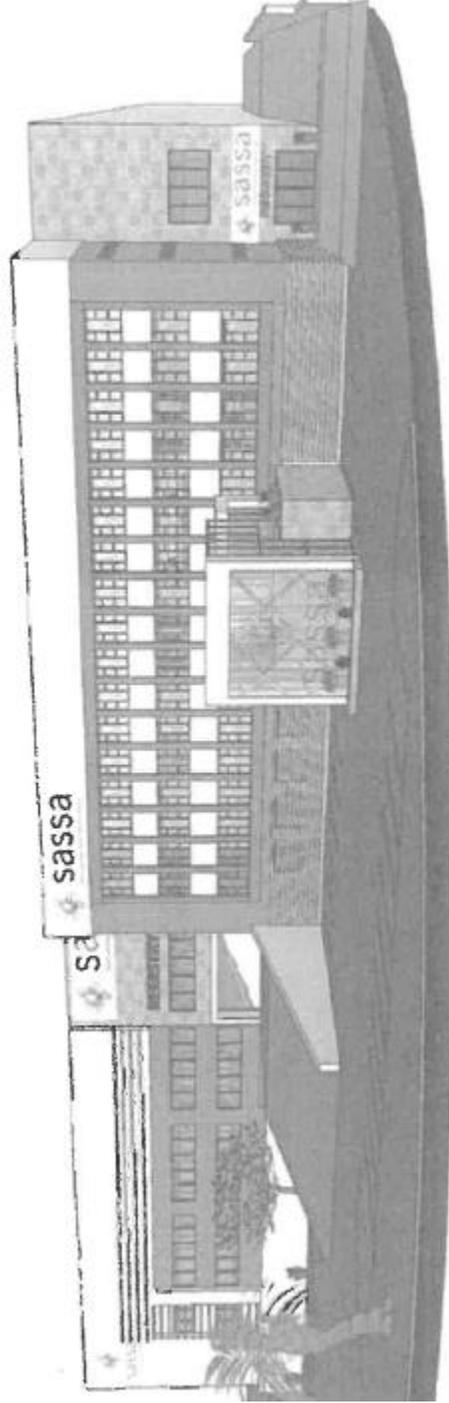


**EASTERN CAPE REGIONAL OFFICE**

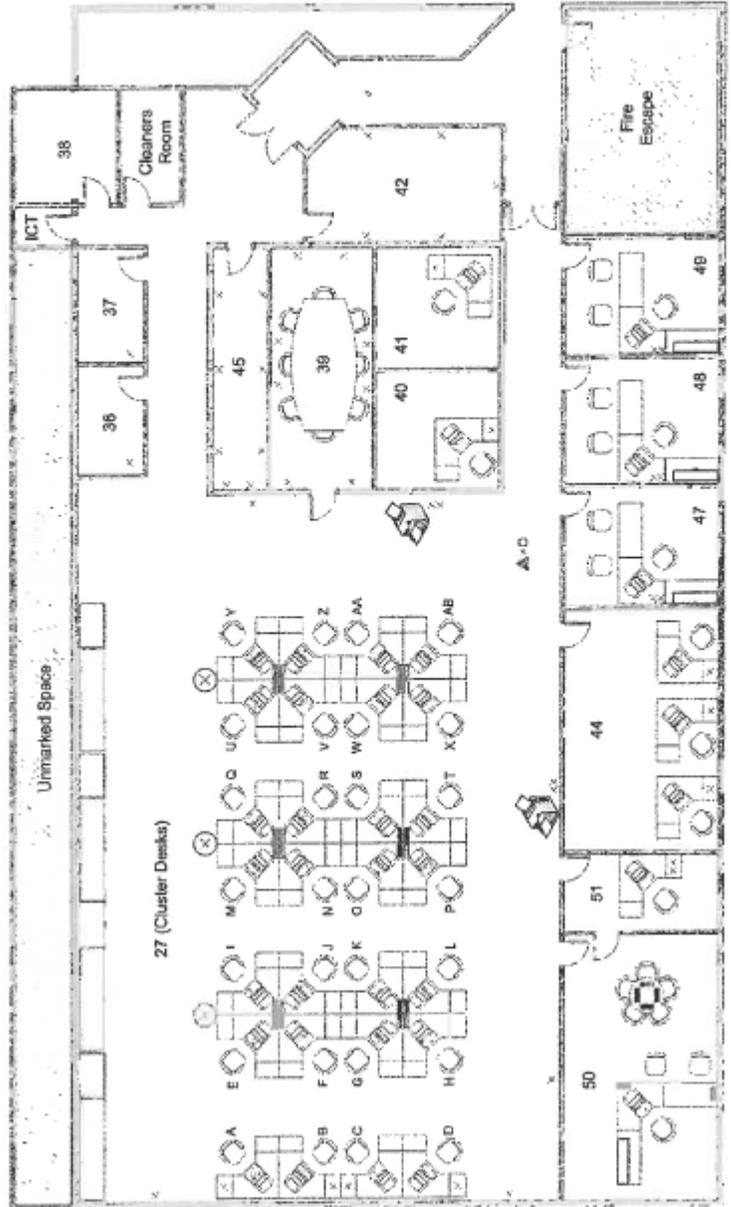
**FINAL ICT FLOOR PLAN**



**sassa**



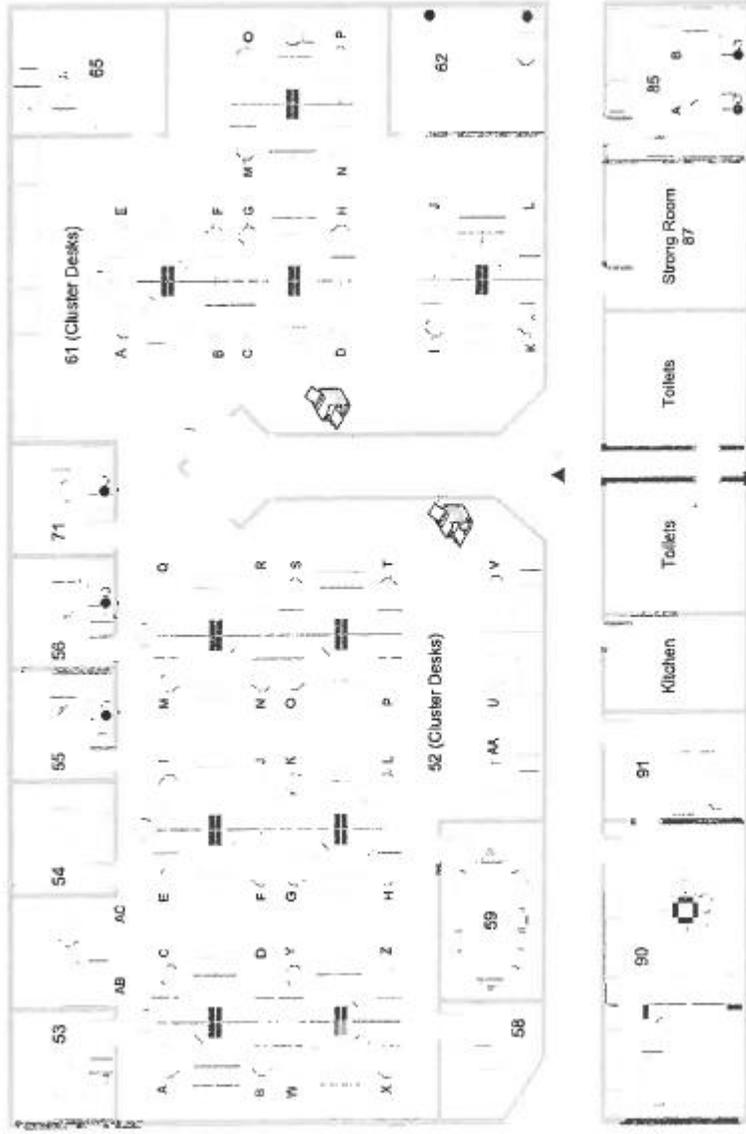
**SITE: REGIONAL OFFICE – FIRST FLOOR - FINANCE**  
**ICT INFRASTRUCTURE FLOOR PLAN**



- LEGEND**
- Server Rack Point
  - Unmarked Point
  - Reception Counter
  - Computer Cluster
  - Power Pole
  - △ Network AP
- ICT EQUIPMENT**
- 70 Data Points
  - 10 Unmarked Power Points
  - 1 Reception Counter
  - 30 Computer Cluster
  - 8 Power Poles
  - 1 Network AP

Author: Reza Mahmood  
 Date Compiled: 05/11/2012  
 Date Amended: 09/11/2012

**SITE: REGIONAL OFFICE – FIRST FLOOR – CORPORATE SERVICES**  
**ICT INFRASTRUCTURE FLOOR PLAN**



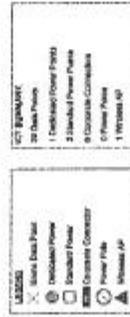
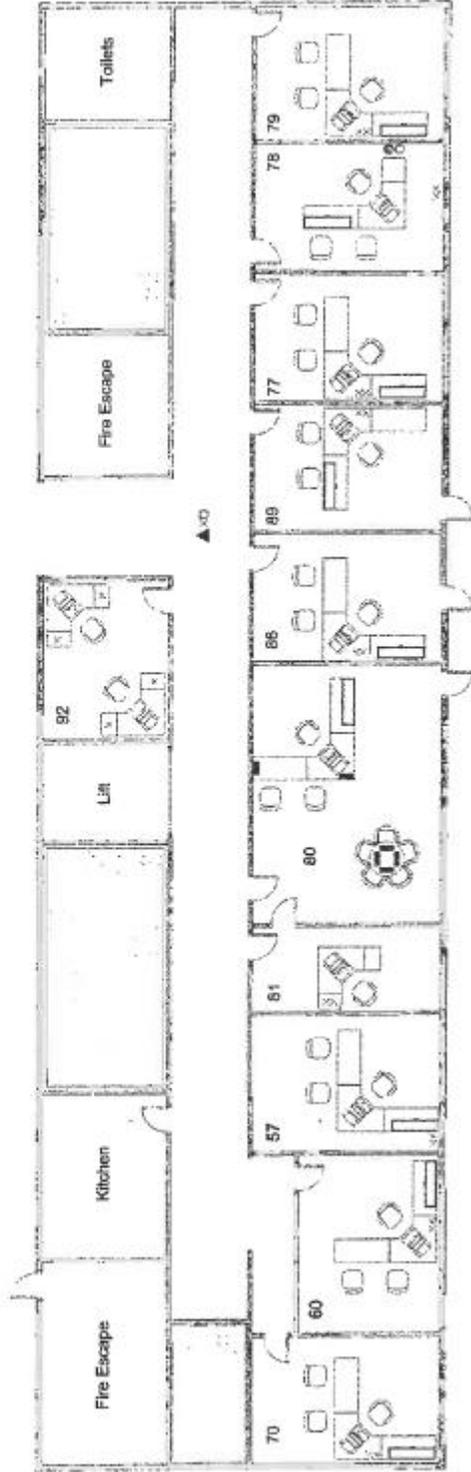
- LEGEND**
- ICT INFRASTRUCTURE
  - Server Rack Panel
  - Clustered Desks
  - Breakroom Panel
  - Clustered Desks
  - Power Plug
  - Internet AP
  - ICT INFRASTRUCTURE
  - Server Rack Panel
  - Clustered Desks
  - Breakroom Panel
  - Clustered Desks
  - Power Plug
  - Internet AP

Author: Reza Mishra  
 Date Compiled: 05/11/2012  
 Date Amended: 08/11/2012



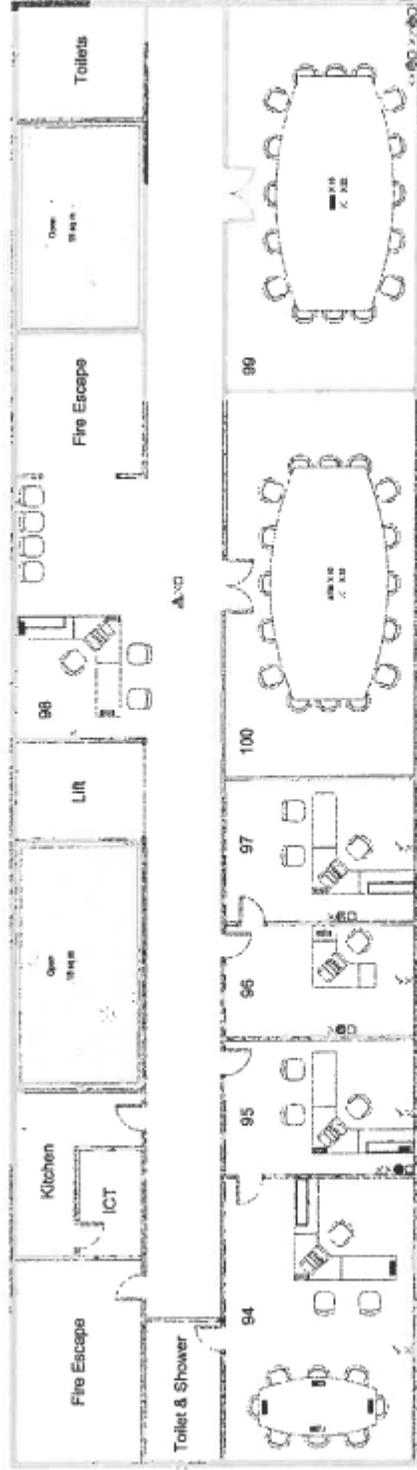


**SITE: REGIONAL OFFICE – FIRST FLOOR – MANAGEMENT**  
**ICT INFRASTRUCTURE FLOOR PLAN**



Author: Reza Mahmood  
 Date Compiled: 05/11/2012  
 Date Amended: 06/11/2012

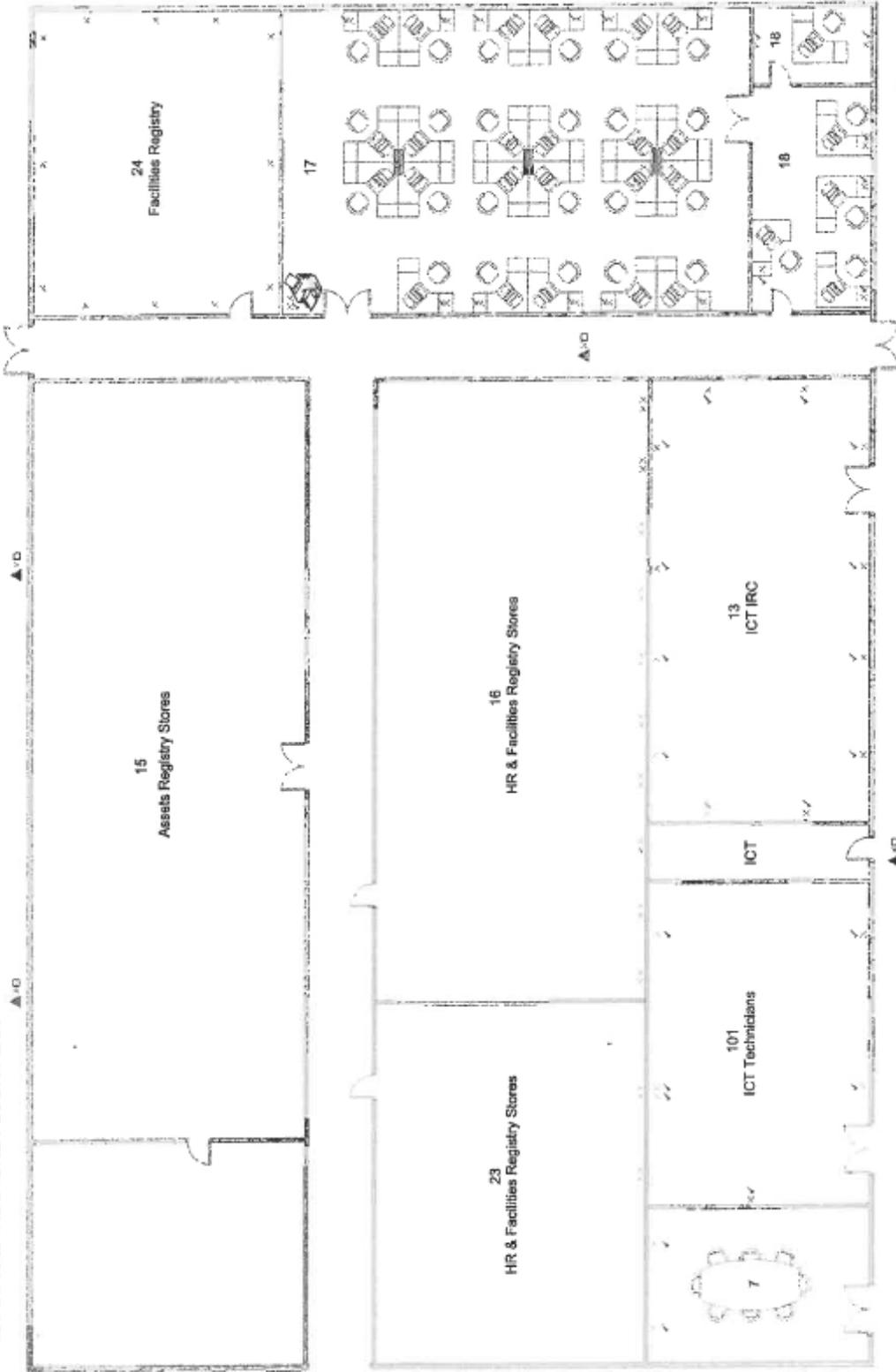
**SITE: REGIONAL OFFICE – SECOND FLOOR – REM**  
**ICT INFRASTRUCTURE FLOOR PLAN**



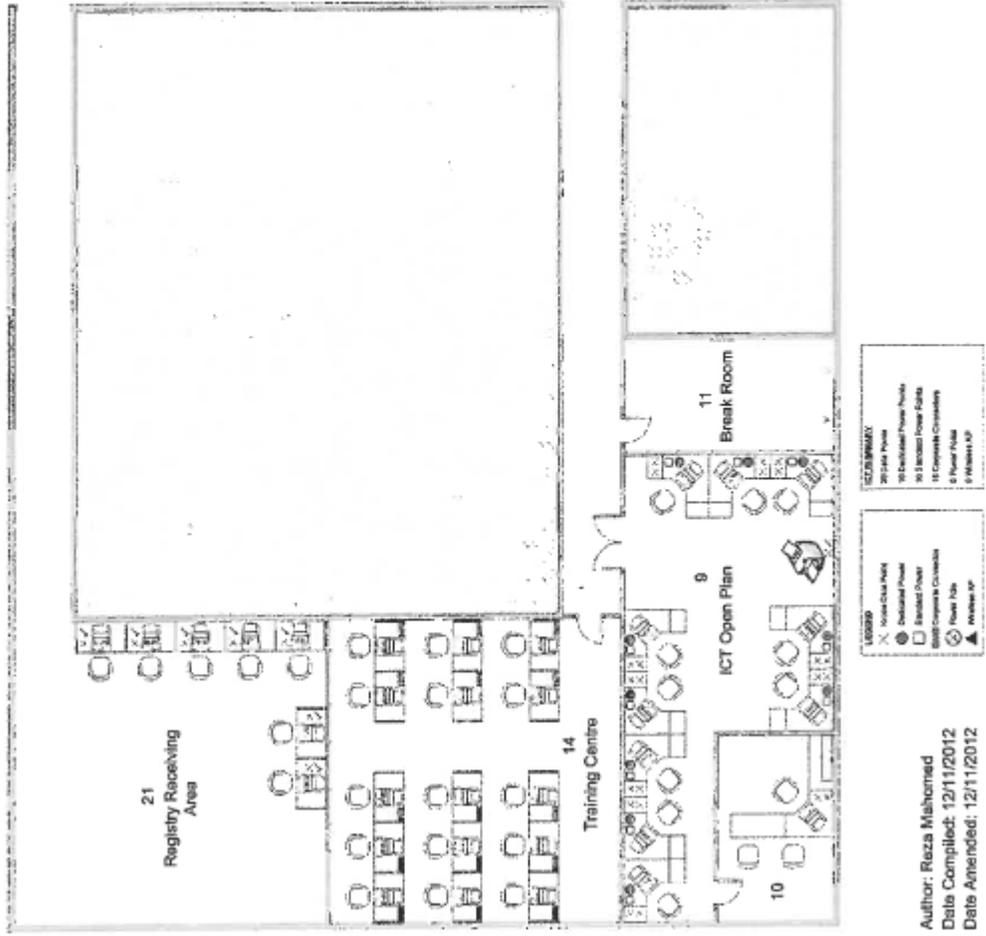
<b>LEGEND</b>	<b>ICT SUMMARY</b>
X - Server Rack	97 - Data Centre
○ - Individual Printer	98 - Educational/Power Office
□ - Shared Printer	99 - Educational/Power Office
■ - Network Storage	100 - Educational/Power Office
○ - Shared Printer	101 - Educational/Power Office
○ - Shared Printer	102 - Educational/Power Office
A - Access Point	103 - Educational/Power Office

Author: Reza Mahomed  
 Date Compiled: 05/11/2012  
 Date Amended: 09/11/2012

**SITE: REGIONAL OFFICE – GROUND FLOOR – 1**  
**ICT INFRASTRUCTURE FLOOR PLAN**



**SITE: REGIONAL OFFICE – GROUND FLOOR – 2**  
**ICT INFRASTRUCTURE FLOOR PLAN**



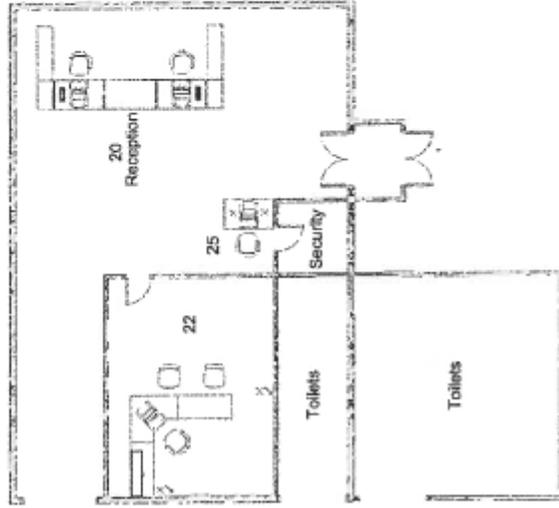
Author: Reza Mahomed  
 Date Compiled: 12/11/2012  
 Date Amended: 12/11/2012

**SITE: REGIONAL OFFICE – GROUND FLOOR – 3**  
**ICT INFRASTRUCTURE FLOOR PLAN**



Author: Reza Mahomed  
 Date Compiled: 12/11/2012  
 Date Amended: 12/11/2012

**SITE: REGIONAL OFFICE – GROUND FLOOR – 4**  
**ICT INFRASTRUCTURE FLOOR PLAN**



**LEGEND**

X	Room Door Mark
●	Individual Power
□	Standard Power
⊞	High Capacity Connector
○	Power Pole
▲	Thermal AP

**CLERK/STAFF**

4	Desk Area
○	Individual Power Point
□	Standard Power Point
⊞	High Capacity Connector
○	Power Pole
▲	Thermal AP

Author: Raza Mahmood  
 Date Compiled: 12/11/2012  
 Date Amended: 12/11/2012

## **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 complied 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**

## **GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CLAUSES**

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11. Insurance
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22. Penalties
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27. Settlement of disputes
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## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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 provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the provider 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 the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider'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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.

1.25 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 X 85, Pretoria 001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

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

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider 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 provider'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 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 success 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 provider'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 clause 8.2 & 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider 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. Packaging**

- 9.1 The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, 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 the 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 the 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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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:

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and

- 2) in the event of termination of production of the spare parts:
  - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider 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 provider, 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 the 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the provider 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 provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the provider's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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 provider'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 good 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 judgement 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 provider 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 person prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offense as contemplated in section 12 or 13 of the Prevention and Combatting 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 Counter-Vailing 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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 provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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 provider if the

provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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 provider 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation Of Liability**

- 28.1 Except in cases of criminal negligence or wilful 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 provider to pay penalties and / or damages to the purchaser; and
  - (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable Law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

### **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the provider 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 provider 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 provider shall be entirely responsible for all taxes, duties, and license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. .

### **33. National Industrial Participation Programme (NIP)**

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

### **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.