



**SASSA: 49-22-GA-EC**

## **INVITATION TO BID**

**APPOINTMENT OF ACCREDITED SERVICE PROVIDERS ON THE SASSA DATABASE FOR THE PROVISION OF HUMANITARIAN RELIEF IN THE EVENT OF DISASTER AND/OR INCIDENTS BY MEANS OF EXPRESSION OF INTEREST OVER A PERIOD OF 36 MONTHS IN THE EASTERN CAPE**

**BRIEFING SESSION: THERE WILL BE NON-COMPULSORY BRIEFING ON  
30 NOVEMBER 2022 AT 10:00  
(PLEASE SEE PARAGRAPH 13)**

**PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:  
SASSA  
BKB BUILDING,  
CONR FITZPATRICK & MERINO ROAD  
QUIGNEY  
EAST LONDON  
5201**

**CLOSING DATE: 14 DECEMBER 2022**

**TIME: 11:00**

**ENQUIRIES CAN BE DIRECTED TO:**

- Technical enquiries

<b>Name of Region</b>	<b>Contact Number</b>	<b>Contact Person</b>	<b>Email Address</b>
Eastern Cape	043 707 6318	Mr H Rynford	<a href="mailto:Hubertr@sassa.gov.za">Hubertr@sassa.gov.za</a>

- Supply Chain Management

<b>Name of Region</b>	<b>Contact Number</b>	<b>Contact Person</b>	<b>Email Address</b>
Eastern Cape	043 707 6366	Mr Leslie Bezuidenhout	<a href="mailto:LeslieBe@sassa.gov.za">LeslieBe@sassa.gov.za</a>

**BID DOCUMENTS CAN BE OBTAINED FROM:**

**<https://etenders.treasury.gov.za>  
<https://www.sassa.gov.za>**

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### APPOINTMENT OF ACCREDITED SERVICE PROVIDERS ON THE SASSA DATABASE FOR THE PROVISION OF HUMANITARIAN RELIEF IN THE EVENT OF DISASTER AND/OR INCIDENTS BY MEANS OF EXPRESSION OF INTEREST OVER A PERIOD OF 36 MONTHS IN THE EASTERN CAPE

<b>NO</b>	<b>DESCRIPTION OF DOCUMENT</b>
<b>1</b>	<b>SBD 1</b>
<b>2</b>	<b>SBD 4</b>
<b>3</b>	<b>SBD 6.1</b>
<b>4</b>	<b>SBD 6.2 with Annexure C, D, E</b>
<b>5</b>	<b>TERMS OF REFERENCE</b>
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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA)</b>					
BID NUMBER:	<b>SASSA: 49-22-GA-EC</b>		CLOSING DATE:	<b>14 December 2022</b>	CLOSING TIME: <b>11H00</b>
DESCRIPTION	<b>APPOINTMENT OF ACCREDITED SERVICE PROVIDERS ON THE SASSA DATABASE FOR THE PROVISION OF HUMANITARIAN RELIEF IN THE EVENT OF DISASTER AND/OR INCIDENTS BY MEANS OF EXPRESSION OF INTEREST OVER A PERIOD OF 36 MONTHS IN THE EASTERN CAPE</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
<b>SASSA, BKB BUILDING, CNR FITZPATIRCK &amp; MERINO ROAD, QUIGNEY, EAST LONDON, 5201</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr L Bezuidenhout		CONTACT PERSON	Mr H Rynford	
TELEPHONE NUMBER	043-707 6366		TELEPHONE NUMBER	043 707 6318	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:LeslieBe@sassa.gov.za">LeslieBe@sassa.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Hubertr@sassa.gov.za">Hubertr@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-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<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		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
<i>For ease of reference, Bidders shall enter their Price in the space provided below:</i>

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

## 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.

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

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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.
- 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

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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.

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The total value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS



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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

##### 80/20

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: = .....(maximum of **20** points)  
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

#### 7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- 7.1.1 If yes, indicate:

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

YES		NO	

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

**SBD 6.2****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) 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. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. 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: 2011 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) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Mattresses	100%
Blankets	100 %
Face Cloths	100 %
Wet Wipes	100 %

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 on the date of advertisement of the bid.

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

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

<b>Currency</b>	<b>Rates of exchange</b>
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 dti 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.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). 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 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 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 3.1 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 1286:2011.
- (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 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

## Annex C

## Local Content Declaration - Summary Schedule

(C1)	Tender No.	SASSA-49-22-GA-HO						<u>Note:</u> VAT to be excluded from all calculations
(C2)	Tender description:	APPOINTMENT OF ACCREDITED SERVICE PROVIDERS ON THE SASSA DATABASE FOR THE PROVISION OF HUMANITARIAN RELIEF IN THE EVENT OF DISASTER AND/OR INCIDENTS BY MENAS OF EXPRESION OF INTEREST OVER A PERIOD FO 24 MONTHS IN THE EASTERN CAPE						
(C3)	Designated product(s)							
(C4)	Tender Authority:	SASAA						
(C5)	Tendering Entity name:							
(C6)	Tender Exchange Rate:	Pula		EU		GBP		
(C7)	Specified local content %	100%						

  

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

  

(C20) Total tender value								
(C21) Total Exempt imported content								
(C22) Total Tender value net of exempt imported content								
(C23) Total Imported content								
(C24) Total local content								
(C25) Average local content % of tender								

  

Signature of tenderer	
Date:	



## Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No: \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: \_\_\_\_\_

NOTE: VAT to be excluded from all calculations

EU R 9.00 GBP R 13.00

## A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D18) Total exempt imported value

This total must correspond with Annex C - C 21

## B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D19)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

## C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

## D. Other foreign currency payments

				Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange		Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)		(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: \_\_\_\_\_

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: \_\_\_\_\_



**APPOINTMENT OF ACCREDITED SERVICE PROVIDERS ON THE  
SASSA DATABASE FOR THE PROVISION OF HUMANITARIAN  
RELIEF IN THE EVENT OF DISASTER AND/OR INCIDENTS BY  
MEANS OF EXPRESSION OF INTEREST OVER A PERIOD OF 36  
MONTHS IN THE EASTERN CAPE**

**ACRONYMS**

<b>B-BBEE</b>	<b>:</b>	<b>Broad Based Black Economic Empowerment</b>
<b>CIPC</b>	<b>:</b>	<b>Companies and Intellectual Property Commission</b>
<b>CSD</b>	<b>:</b>	<b>Central Supplier Database</b>
<b>DTI</b>	<b>:</b>	<b>Department of Trade and Industry</b>
<b>EME</b>	<b>:</b>	<b>Exempted Micro Enterprise</b>
<b>SABS</b>	<b>:</b>	<b>South African Bureau of Standards</b>
<b>SANAS</b>	<b>:</b>	<b>South African National Accreditation System</b>
<b>SASSA</b>	<b>:</b>	<b>South African Social Security Agency</b>
<b>SBD</b>	<b>:</b>	<b>Standard Bidding Documents</b>
<b>SLA</b>	<b>:</b>	<b>Service Level Agreement</b>
<b>SRD</b>	<b>:</b>	<b>Social Relief of Distress</b>
<b>TCC</b>	<b>:</b>	<b>Tax Clearance Certificate</b>
<b>VAT</b>	<b>:</b>	<b>Value Added Tax</b>
<b>EC</b>	<b>:</b>	<b>Eastern Cape</b>

## GLOSSARY

1. **Agency:** The South African Social Security Agency established by the South African Social Security Agency Act, 2004.
  
2. **Co-operatives:** means an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations through a jointly owned and democratically controlled enterprise organized and operated on co-operative principles
  
3. **CSD:** Is a single database that will serve as the source of all supplier information for organs of state. The supplier information will be verified with institutions such as the South African Revenue Service, Companies and Intellectual Property Commission, Department of Home Affairs etc.
  
4. **Disaster:** A disaster is when an unforeseen event impacts on a community, household or individual to the extent that available resources cannot cope with the problem effectively.
  
5. **Incident:** A disastrous event/s that occurs in an area before such area is declared a disaster area, and includes a disastrous event which affects only a single family/ household.
  
6. **Local Content:** Means that portion of the bid price which is not included in the imported content, provided that local manufacturing does take place.
  
7. **SASSA:** South African Social Security Agency mandated by the Social Assistance Act No. 3 of 2004
  
8. **SBD:** Standard Bidding Form for the procurement of goods and services.

- 9. Service provider:** Any person or entity excluding employees of the Agency, who renders service for and on behalf of the Agency.
- 10. SLA:** Is a contract between a service provider and its internal or external customers, that documents what services the provider will furnish, and defines the service standards the provider is obligated to meet.
- 11. Small Business:** means a separate and distinct business entity, including co-operative enterprises and non-governmental organisations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or subsector of the economy mentioned in column 1 of the Schedule and which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying the criteria mentioned in column 3, 4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Schedule (Act no: 102 of 1996 National Small Business Act).
- 12. SRD:** Refers to immediate in response to a crisis situation in respect of an individual, a family, or a community.
- 13. Stipulated minimum:** Means that portion of local production and content as stipulated by Dept. of Trade and Industry.
- 14. Threshold:** determined by the Department of Trade and Industry

## 1. **INTRODUCTION**

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

## 2. **PURPOSE**

To secure the services of suitable service provider(s) to be accredited to supply and issue immediate social relief at both district and local office levels to eligible person(s) who have been affected by a disaster/Incident in the Eastern Cape (EC). The suitable service provider(s) that is/are interested should note that the duration for the required services will be for a period of 24 months or as determined by the Agency.

## 3. **BACKGROUND**

Social Relief of Distress (SRD) means the meeting of the basic needs of indigent persons by means of the rendering of temporary and immediate material assistance. SRD is an immediate response to a crisis situation in respect of an individual (adult or child), a family or a community in the case of a disaster; or undue hardship. A disaster incident is a situation that may lead to a disruption, loss, emergency or crisis of a magnitude that exceeds the ability of those affected by the incident to cope with its effects using only their own resources.

Regulation 11(1)(a) of the Social Assistance Act dictates that a person affected by disasters and /or incidents whether declared or not declared may qualify for social relief of distress, in terms of Disaster Management Act 2002 ( Act No. 57 of 2002). Therefore, the Agency has a mandate to provide the necessary but temporary relief, in collaboration with other key stakeholders to individuals, households, and communities affected by disaster.

#### 4. **LEGISLATIVE FRAMEWORK**

SASSA is obliged to respond and assist the affected persons in accordance with the following enabling legislation:

**Act No. 16 of 2020: Social Assistance Amendment Act, 2020**

13. (1) A person is, subject to section 5, eligible for social relief of distress if the person qualifies as prescribed.

(2) Notwithstanding subsection (1) and sections 27, 41 and 55 of the Disaster Management Act, any person may qualify for social relief of distress if his or her household has been affected by a disaster.

(3) The Agency must, subject to subsections (1) and (2), disburse the social relief of distress as prescribed.

(4) Notwithstanding subsection (2), the Agency may in the event of a disaster and depending on the magnitude of the disaster and the availability of resources, determine as prescribed, the needs of the affected communities and disburse the social relief of distress.”.

- \_Disaster Management Act, 2002 (Act 57 of 2002)
- The Disaster Management Act 2002 (Act No. 57 of 2002) defines a disaster as “... a progressive or sudden, widespread or localized, natural or human-caused occurrence which-(a) causes or threatens to cause- (i) death, injury or disease; (ii) damage to property, infrastructure or the environment; or, (iii) disruption of the life of a community; and, (b) is of a magnitude that exceeds the ability of those affected by the disaster to cope with its effects using only their own resources.”

#### 5. **SCOPE OF WORK**

**The suitable service provider(s) will be required on activation to:**

- 5.1 Deliver on the required quantities and qualities of items as per Annexure A as determined by the Agency through an assessment of a disaster incident.



5.2 Deliver and issue the required items at the identified disaster site within the specified timeframe falling under these indicated District/Local offices:

5.2.1 Alfred Nzo District (Bizana, Matatiele, Mount Ayliff, Mount Frere, Ntabankulu)

5.2.2 Amathole District (Alice, Butterworth, Centane, Duncan Village, East London, Fort Beaufort, Keiskammahoek, Stutterheim, Mdantsane 1 & Mdantsane 2, King Williamstown/ Zwelitsha/ Dimbaza, Peddie, Elliotdale, Willovale, Idutywa, Middledrift, Ngqamakwe )

5.2.3 Chris Hani (Cala, Cofimvaba, Tsomo, Cradock, Engcobo, Ladyfrere, Indwe, Middleburg, Whittlesea, Queenstown/ Tarkastad)

5.2.4 Joe Gqabi District (Aliwal North, Maclear, Mount Fletcher, Burgersdorp, Sterkspruit,)

5.2.5 NMM District ( Bethelsdorp , Ibhayi/ Zwide, Motherwell, Uitenhage, Walmer)

5.2.6 OR Tambo District (Flagstaff, Libode, Lusikisiki, Mqanduli, Ngqeleni, PSJ, Qumbu, Tsolo, Umtata)

5.2.7 Sarah Baartman (Graaff Reinet, Grahamstown, Humansdorp, Kareedouw, Kirkwood, Port Alfred, Somerset East, Willomore

5.3 The service provider (s) will comply with the requirements outlined in (Annexure B).

## 6. **EVALUATION OF BID**

It is compulsory for all bid proposals submitted to include the following Mandatory Documents:

## **6.1 Phase One: Mandatory Requirements**

6.1.1 Business profile (maximum of two (2) pages) must include the following:

- Core business
  - Years of experience
  - Business references (minimum of Two signed confirmation letters for service rendered).
- Official business address

6.1.2 Signed Annexure A and B

## **6.2 Phase Two: Local Production and Content**

6.2.1 Only locally produced goods and services with the stipulated minimum **threshold for local production** and content will be considered.

6.2.1.1 Mattresses – 100% local content

6.2.1.2 Blankets – 100% local content

6.2.1.3 Face Cloths – 100% local content

6.2.1.4 Wet Wipes – 100% local content

6.2.2 A bid will be disqualified if:

6.2.2.1 it fails to achieve the minimum threshold for local production and content; and

6.2.2.2 a declaration certificate for local content is not submitted as part of the bid documentation (Annexure C).

## **6.3 Phase Three: Administrative Compliance**

6.3.1 Completed and signed SBD 1 (Invitation to Bid);

6.3.2 Completed and signed SBD 4 (Declaration of Interest);

6.3.3 Completed and signed SBD 6.1 (only in instances where the bidder will subcontract) which also include the subcontractors CSD report and BBBEE rating certificate;

6.3.4 Completed and signed SBD 6.2 (local content production) and Annexure C;

6.3.5 Tax compliance status pin number certificate; and

6.3.6 Central Supplier Database (CSD) registration report.

**Failure to submit all of the above administrative compliant documents and ensuring that completion of bidding documents are fully met, will invalidate your bid. Kindly note that late bids will not be considered.**

## **7. SPECIAL CONDITIONS**

### **7.1 The service provider responsibilities:**

7.1.1 Have means to transport the required goods to the identified disaster site (s);

7.1.2 Conduct business in a courteous and professional manner;

7.1.3 Ensure that performance is rendered within cost structures and within the agreed timeframes; and

7.1.4 Bid proposals are valid for 90 calendar days after the closing of the bid.

### **7.2 SASSA's responsibilities:**

7.2.1 Brief the accredited service provider(s) on the requirements for rendering immediate social relief prior to commencement of duties;

7.2.2 Monitor compliance for the duration of the contract and institute penalties for non-compliance;

7.2.3 Manage the contract in a professional manner;

7.2.4 Monitor the service provider(s) services in line with the Service Level Agreement (SLA) and specifications provided and take steps against the service provider(s) if there is non-compliance;

7.2.5 Upon request, the service provider(s) must provide information when required in order to fulfill their duties;

7.2.6 Not accept any responsibility for any damages and or losses suffered by the service provider(s) or their staff for the duration of the contract;

7.2.7 Not accept any responsibility for accounts/expenses incurred by the service provider(s) that was not authorized/agreed upon by the contracting parties;

7.2.8 Reserves the right to adjust the values and type of immediate social relief from time to time, and will provide service providers adequate notice thereof; and

7.2.9 Random compliance checks of the quality and quantity of items of immediate social relief onsite.

## **8. BID SUBMISSION**

8.1. The Agency reserves the right to conduct a security screening by the State Security Agency ("SSA") of all shortlisted bidders. If a negative result is provided by the SSA, the Agency will follow the necessary steps;

8.2 Bidders must submit their bids on or before the stipulated closing date, place and time. Late bids will not be considered;

8.3 The Agency reserves the right to return late bids unopened;

8.4 The Agency reserves the right to cancel or not to award the bid to any bidder;

8.5 The Agency will not be held liable for any expenses incurred by a bidder in preparing and submitting the bid;

8.6 In order to evaluate and adjudicate bids effectively, all bids must be responsive. To ensure a bid will be regarded as responsive, it is imperative to comply with all conditions pertaining to the evaluation criteria;

8.7 Each bidder must attach all applicable documents in support of its bid;

- 8.8 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended or withdrawn after its date of submission;
- 8.9 SASSA is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and SASSA may reject any bid. SASSA reserves the right to accredit more than one bidder whose bid successfully conforms to the criteria and the requirements as well as aligns to the terms and conditions contained in SASSA's terms of reference;
- 8.10 After careful consideration and thorough examination of the proposals, SASSA shall select the successful Bidder/s whose proposal most closely satisfies the criteria and the requirements;
- 8.11 Bidders shall be disqualified if found to have misrepresented information in their bid proposals;
- 8.12 The appointment/ accreditation? of the successful Bidder is subject to the conclusion of the SLA between SASSA and the successful Bidder, governing all rights and obligations related to the required services. The SLA shall be prepared by SASSA to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by SASSA (whether arising from the specifications of the successful bidder's proposal or otherwise);
- 8.13 Interested bidders may ask for clarification during business hours (**8:00-16:00**), and no less than 2 (two) days before the deadline for submission of the BID. All requests for clarification must be submitted via e-mail to Mr.H.Rynford ([QuotationsEC@sassa.gov.za](mailto:QuotationsEC@sassa.gov.za)); and
- 8.14 Bidders to indicate area of operation per SASSA's district only, please complete Annexure B (note point 5.2).

## **9. CONDITIONS OF CONTRACT**

- 9.1 Appointed service provider(s) must take full responsibility and accountability to execute functions attached to the contract. Under no circumstances will the Agency engage itself with sub-contractors or parties associated with the service provider, including bidders' main suppliers or manufacturers;
- 9.2 Should the service provider(s) sub-contract to an agent or organization for the fulfillment of its activities under this contract, the service provider(s) shall not be entitled to claim for agent's commission. Sub-contracting should not exceed 25% of the activation instruction;
- 9.3 A contingency plan to be implemented by service provider(s) to ensure that services are provided according to the set standards as per the SLA; such as but not limited to industrial actions, power outages/load shedding, water shortages;
- 9.4 Delivery notes should be sent together with consignment of immediate social relief to delivery points. These should be signed for by the receiving official upon receipt and verification of goods. (Immediate relief with faults or not complying with the specifications will not be received / accepted; therefore no payment will be made for such items);
- 9.5 An itemized Goods Received Voucher must be completed and signed by an authorized SASSA official;
- 9.6 The service provider(s) must provide the SASSA with an itemized invoice in respect of goods supplied to as agreed within 30 days after services rendered;
- 9.7 Only when beneficiaries received and signed for the immediate social relief can service provider(s) submit their delivery note and invoice;
- 9.8 Service provider(s) must sign a Service Level Agreement with SASSA before providing any service. Upon being satisfied that the service provider(s) is

legally entitled to such payment, the Agency shall pay the service provider(s) the total amount invoiced within thirty (30) days of receipt of an original valid tax invoice; and

- 9.9 The successful accredited service provider(s) will have to comply with all requirements agreed with SASSA EC, as stipulated in the Service Level agreement (SLA).
- 9.10 All bidders are expected to arrive to their bids independently and without consultation, communication, agreement or arrangement with any competitor.
- 9.11 The condition in (9.10) therefore discourages any bidder from submitting multiple bids (as a sole supplier then as a Joint Venture and or bidding for more than one District) as this will be considered as collusive bidding.
- 9.12 It is the intention of SASSA to advertise the bid in targeted areas to appoint a minimum of two Bidders per Local Office Area.

**9.13 In the event that the minimum of two (2) Bidders is not achieved, SASSA reserves the right to appoint and re-advertise the bid to meet the minimum requirement**

## **10. PRICE**

- 10.1 The price as indicated in Annexure A: the fixed price is inclusive of VAT and all variable (operational costs) costs such as overhead costs, preparation of the food, transportation, storage, security, packaging of immediate social relief, loading and off-loading, staffing etc. The price is inclusive of delivery and includes delivery anywhere within the boundaries of the Eastern Cape. Where an accredited service provider is not VAT registered the fixed price will be reduced with the VAT amount; and
- 10.2 Prices will be adjusted in accordance with SASSA-HO directive. The values and relief to be provided may change from time to time, as directed by SASSA.

## 11. **PENALTIES**

- 11.1 The Agency reserves the right to cancel the contract if the quality of immediate social relief of distress items does not meet the requirements of the specification;
- 11.2 The Agency reserves the right to invoke penalties for non delivery/ partial delivery or late delivery of items as per Annexure A;
- 11.3 The Agency reserves the right to continue with the next available service provider when a service provider cannot deliver items as and when required by the Agency;
- 11.4 A penalty clause will be enforced to discourage lowering of standards. The quality of the goods should not be compromised or not be of inferior or sub-standard. The service provider should ensure a delivery of good quality immediate social relief items that will not impact negatively on the Agencies integrity; and
- 11.5 Penalties may also be applied to contractors in terms of provisions of the General Conditions of Contract. Service providers may also be blacklisted if sub-standard performance by the contractor is experienced, in this case the service provider(s) may be barred from doing business with Government altogether. The service provider(s) shall be served with a (30) thirty days written notice for termination of contract in case of dissatisfactory performance.

## 12. **TERMINATION OF CONTRACT BY THE SOUTH AFRICAN SOCIAL SECURITY AGENCY(SASSA)**

SASSA shall have the right to terminate this contract at any time by giving (30) thirty days written notice to the service provider(s) in any of the following events:-



**12.1 On breach:**

If the service provider(s) commits any breach of any terms or conditions of this contract.

**12.2 On liquidation or insolvency:**

If the service provider(s) shall be subjected to any provisional or final order of liquidation or sequestration or judicial management with its creditors or under execution to be levied on its goods or fail to pay any of its sub-contractors appointed in terms herein on due date for payment.

**12.3 On Criminal Conduct:**

If the service provider(s) is found to have been reasonably and sufficiently implicated in any criminal conduct.

**12.4 On bringing the Agency into disrepute:**

If the service provider(s), through omission or commission brings the name of the Agency into disrepute. This is inclusive of the service provider failing to honour their financial obligations to their suppliers and thereby dragging the South African Social Security Agency to courts of law as respondent.

**13. BRIEFING SESSIONS**

A Non- Compulsory briefing session will be conducted on **30 November 2022** at **10:00** as follows:

**Second Floor Boardroom – Regional Office  
The South African Security Agency  
BKB Building  
Corner Fitzpatrick and Merino Road  
Quigney  
East London  
5201**

#### 14. COMMUNICATION

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

- Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
Eastern Cape	043 707 6318	Mr H Rynford	<a href="mailto:Hubertr@sassa.gov.za">Hubertr@sassa.gov.za</a>

- Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
Eastern Cape	043 707 6366	Mr Leslie Bezuidenhout	<a href="mailto:LeslieBe@sassa.gov.za">LeslieBe@sassa.gov.za</a>

#### 15. CLOSE OF BIDS

Submission of expressions of interest must be submitted on 14 December 2022 at 11h00 as per the advert at the following address:

**SASSA - Eastern Cape Regional Office**

Old BKB Building  
8 Merino Road  
Quigney  
East London  
5201

***No late bids will be accepted by SASSA Eastern Cape.***

**LIST OF ANNEXURES ATTACHED:**

- ANNEXURE A: Specifications, Pricing
- ANNEXURE B: Delivery Points

### **ANNEXURE A- HUMANITARIAN SUPPORT SPECIFICATION AND PRICING**

<b>SRD Amounts for items to be issued during a disaster /incident</b>		
<b>No</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE</b>
1	Tea, sandwiches or/ and porridge ( Breakfast)	R 55.00
2	A fruit, sandwich & fruit juice(lunch)	R 75.00
3	Tea, meat or chicken stew with vegetables, rice or pap(Dinner)	R 110.00
4	Maximum meals per day( maximum 3 days)	R 220.00
5	1 Single Blanket(200cm X 230cm)	R 450.00
6	1 Single thick foam mattress/sponge (minimum of 150mm, width singly 910mm, length 1880mm, 20mm high density single foam mattress/sponge).	R 650.00
7	1 Baby Pack( 30 disposable nappies, 100g baby soap, 100g Vaseline, face cloth, pack of 40 baby wipes, 250g baby cereal and 900g baby formula at an amount not exceeding the value of a child support grant)	Equivalent to CSG Amount
8	1 Vanity Pack( 1 toothbrush, 100ml toothpaste, shaving blades , 1 roll toilet paper, face cloth, roll-on deodorant, 1 bar of soap and 100g Vaseline( <b>Men</b> )	R 250.00(sanitary pads removed, replaced with shaving blades
9	1 Vanity Pack( 1 toothbrush, 100ml toothbrush, 20 x sanitary pads, 1 roll toilet paper, face cloth, roll-on deodorant, 1 bar of soap and 100g Vaseline( <b>Women</b> )	R 300.00

**Name of Bidder:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ANNEXURE B: DELIVERY POINTS**

District	Local Office	Minimum number
<b>Alfred Ndzo</b>	Bizana	2
	Matatiele	2
	Mount Ayliff	2
	Mount Frere	2
	Tabankulu	2
<b>Amathole</b>	Butterworth	2
	Centane	2
	Dimbaza/Qonce/Zwelitsha	2
	Duncan Village/ East London	2
	Fort Beaufort	2
	Idutywa	2
	Keiskammahoek	2
	King Williams Town	2
	Mdantsane	2
	Alice/Middledrift	2
	Ngqamakwe	2
	Peddie	2
	Stutterheim	2
	Willowvale	2
	Xhora / Elliotdale	2
<b>Chris Hani</b>	Cala	2
	Cofimvaba/Tsomo	2
	Cradock	2
	Engcobo	2
	Indwe	2
	Lady Frere	2
	Middelburg	2
	Komani/Tarkastad/Whittlesea	2
<b>Aliwal North</b>	Aliwal North	2
	Maclear	2
	Mount Fletcher	2
	Sterkspruit	2
	Burgersdorp	2
District	Local Office	Minimum number
<b>NMM</b>	Bethelsdorp	2
	Ibhayi/Zwide	2
	Motherwell	2
	Uitenhage	2

	Walmer	2
<b>OR Tambo</b>	Flagstaff	2
	Libode	2
	Lusikisiki	2
	Mqanduli	2
	Ngqeleni	2
	Port St Johns	2
	Qumbu	2
	Tsolo	2
	Mthatha	2
<b>Sarah Baartman</b>	GraafReinet	2
	Grahamstown	2
	Humansdorp	2
	Kareadow	2
	Kirkwood	2
	Port Alfred	2
	Somerset East	2
	Willowmore	2

**Name of Bidder:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **GOVERNMENT PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

**JULY 2010**

#### **NOTES**

**The purpose of this document is to:**

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

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

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

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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.

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....



**CONTRACT FORM - PURCHASE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity  
as.....  
accept your bid under reference number ..... dated.....for the supply of  
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and  
conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the  
delivery note.

<b>ITEM NO.</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>BRAND</b>	<b>DELIVERY PERIOD</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....