



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

SASSA: 03-25-CS-LP

INVITATION TO BID

SASSA:03-25-CS-LP: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE AND REPAIRS AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) OFFICES IN LIMPOPO REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

NON-COMPULSORY BRIEFING SESSION WILL BE HELD ON THE 03 July 2025 AT 11H00 VIRTUAL THROUGH MICROSOFT TEAMS:

Interested bidders should send their email address to MorepiwaS@sassa.gov.za for the link of the meeting.

The tender document can be downloaded from the E-Tenders (<https://www.etenders.gov.za/>) or SASSA Website (<https://www.sassa.gov.za/>)

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

: **SASSA Limpopo Regional Office
48 Landros Maré Street
Polokwane
0699**

**CLOSING DATE : 16 July 2025
TIME : 11:00am**

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

**CONTACT : Mr. Justice Mabote @ (015) 291-7473
JusticeMab@sassa.gov.za**

SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

**CONTACT : Mr. Morepiwa Senwamadi @ (015) 291 7428
MorepiwaS@sassa.gov.za**

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**South African Social Security Agency
Limpopo Region**

**48 Landros Mare Street • Polokwane 0699
Private Bag X9677 • Polokwane 0700
Tel: +27 15 291 7400 • Fax: +27 15 291 7996
www.sassa.gov.za**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA:03-25-CS-LP	CLOSING DATE:	16 July 2025	CLOSING TIME:	11h00
DESCRIPTION	TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE AND REPAIRS AT THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) OFFICES IN LIMPOPO REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA, 48 LANDROS MARE STREET					
POLOKWANE, 0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Morepiwa Senwamadi		CONTACT PERSON	Mr. Justice Mabote	
TELEPHONE NUMBER	015 291 7428		TELEPHONE NUMBER	015 291-7473	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MorepiwaS@sassa.gov.za		E-MAIL ADDRESS	JusticeMab@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

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

.....

DATE:

.....



SBD 3.1

sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)****NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED****IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number SASSA:03-25-CS-LP
Closing Time 11:00	Closing date 16 July 2025

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

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

- | | | |
|---|--|--------------------------|
| - | Required by: | |
| - | At: | |
| - | Brand and model | |
| - | Country of origin | |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | |
| - | Period required for delivery | |
| | | *Delivery: Firm/not firm |
| - | Delivery basis | |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.**** "all applicable taxes"** includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.***Delete if not applicable**

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**

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

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

[illegible]

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STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

.....

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

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

21. Delays in the supplier'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 an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

Js General Conditions of Contract (revised July 2010)



**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE
PROVIDERS FOR THE MAINTENANCE AND REPAIRS AT THE SOUTH
AFRICAN SOCIAL SECURITY AGENCY (SASSA) OFFICES IN LIMPOPO
REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Table of Contents

	Pages
1. INTRODUCTION	3
2. PURPOSE	3
3. BACKGROUND	3
4. SCOPE OF WORK	3
5. KEY ASPECTS / BID CONDITIONS.....	3-4
6. EXECUTION OF WORK	4
7. FEES AND PAYMENT TERMS.....	5
8. PRICING SCHEDULE.....	5
9. EVALUATION CRITERIA.....	6
9.1. MANDOTARY REQUIREMENTS.....	6
9.2. ADMINISTRATIVE REQUIREMENTS.....	6
9.3. FUNCTIONALITY.....	7
9.4. PRICE AND SPECIFIC GOALS.....	8-9
10. INDICATION ON DISTRICT/S.....	9
11. BRIEFING SESSION.....	9
12. PERIOD OF CONTRACT.....	9
13. BID SUBMISSION AND ENQUIRIES.....	10
14. ANNEXURE A.....	11

1. INTRODUCTION

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

2. PURPOSE

Appointment of service providers for the day-to-day maintenance and repairs at the South African Social Security Agency (SASSA) offices in Limpopo Region for a period of thirty-six (36) months.

3. BACKGROUND

The SASSA Limpopo Region is committed to ensuring that the environment at District & Local Offices are conducive for delivery of services and working at all times.

SASSA has fifty five (55) offices which include Regional , District & Local Offices.

Ergonomics studies have over the years proved that well maintained facilities have a high impact on the quality of service. Employees in a good environment tend to perform more than those who are exposed to dilapidated working environment.

4. SCOPE OF WORK

- 4.1. The scope of work is for the execution of building maintenance and repairs of SASSA offices in the Limpopo Region on an “as-and-when-required-basis” for a period of 36 months.
- 4.2. The services will be rendered in the following five (05) SASSA districts within Limpopo Region. (Refer to **Annexure A: List of Offices**).
- 4.2.1. Capricorn District
- 4.2.2. Mopani District
- 4.2.3. Sekhukhune District
- 4.2.4. Vhembe District
- 4.2.5. Waterberg District

5. KEY ASPECTS/ BID CONDITIONS

Bidders' attention is drawn to the following key aspects of the bid.

- 5.1. Any misrepresentation of information will lead to disqualification of the bid.
- 5.2. The Agency reserves the right to appoint one (1) or more service providers or not to appoint any service provider at all.
- 5.3. The Agency reserves the right to award the bid in whole or only partially.
- 5.4. The Agency reserves the right to cancel this bid at any time.
- 5.5. The Agency reserves the right to negotiate the price with the successful bidder/s.
- 5.6. The Agency will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bid.
- 5.7. The Agency may conduct reference check to verify the information provided.
- 5.8. The service provider may be required to undergo security vetting.

- 5.9. The service provider will be expected to enter into a service level agreement with SASSA, which will form the basis of compliance monitoring.
- 5.10. The Agency intent to award the bid per district unless there are other justifiable reasons.
- 5.11. The successful bidder\ s will be required to comply with Local Production and Content Regulations, where applicable. Completion of the SBD 6.2 and Annexure C will be required as and when these requirements apply.

6. EXECUTION OF WORK

- 6.1. The successful bidders will be expected to comply with, but not limited to, the following prescripts when executing the work:
 - 6.1.1. Occupational Health Safety Act: Act No. 85 of 1993.
 - 6.1.2. National Building Regulations
 - 6.1.3. Municipal By-laws and any special requirements of the Local Authority.
 - 6.1.4. Standard Specification for Central Heating Installations Issue X January 1982.
 - 6.1.5. Standard Specification for Air-conditioning and Ventilation Installations Issue XI, 1994.
 - 6.1.6. Standard Specification for Electrical Equipment and Installations for Mechanical Services Issue VIII December 1984.
 - 6.1.7. The S.A. Bureau of Standards Codes of Practice S.A.B.S. 0400 of 1990, for the application of the national building regulations, S.A.B.S. 0105
 - 6.1.8. SANS 10142-1: 2003 (all as amended).
 - 6.1.9. Standard Wiring Regulations, S.A.B.S. 0142
- 6.2. All work shall be executed as and when required.
- 6.3. No work will be executed without a job card issued by the agency.
- 6.4. The service provider in conjunction with the project manager will determine the program and delivery period as and when required.
- 6.5. SASSA reserves the right to reject and not to pay for work that does not meet the required standard.

6.6. COMPETENT STAFF

- 6.6.1. Bidders shall satisfy SASSA that competent personnel will be utilized for execution of the works.
- 6.6.2. Bidders shall satisfy SASSA that all personnel who will perform specialized work have recognized qualifications and are registered with the relevant authorities in terms of applicable prescripts.
- 6.6.3. SASSA reserves the right to verify with the bidder if its personnel are competent or qualified.

6.7. MATERIAL

- 6.7.1. All materials must conform to South African National Standards (SANS).
- 6.7.2. The warranties for all work, parts, material and components shall be dealt with in line with the Joints Building Contracts Committee (JBCC) latent defect liability.

7. FEES AND PAYMENT TERMS

- 7.1. Labour rate per hour for an artisan will be fixed at a rate of R450,00 and of an assistant artisan will be fixed at a rate of R210,00 for normal working hours. Rates are subjected to be reviewed annually by the agency in line with the National minimum wage.
- 7.2. Labour rate per hour for an artisan will be fixed at a rate of R675,00 and of an assistant artisan will be fixed at a rate of R315,00 for after hours and Saturdays.
- 7.3. Labour rate per hour for an artisan will be fixed at a rate of R900,00 and of an assistant artisan will be fixed at a rate of R420,00 for Sundays and public holidays.
- 7.4. One (01) artisan will be accompanied by two (02) Assistant Artisans or general workers.
- 7.5. Three (03) quotations for Material cost obtained from hardware/dealers must be submitted to the agency, the agency will reimburse the appointed contractor for the lowest quotation together with the approved mark-up.
- 7.6. In rare circumstances where the contractor is unable to obtain three (03) quotations, the contractor will in writing request a deviation from the Project Manager.
- 7.7. Provisional sum of R6 000,00 for the approval of the safety file. The safety file will be done once off by the appointed bidder.
- 7.8. Transport costs shall be claimed for the distance from bidders' office to the designated site and return. The maximum kilometers to be paid by the Agency will not exceed 260km per single trip.
- 7.9. Rate per Kilometer will be fixed at R5,20 and will be reviewed annually, in accordance with the applicable rate issued by the National Department of Transport on the anniversary month of the contract.
- 7.10. Transport costs will not exceed the cost of a single-cab motor vehicle with an engine capacity of 2500cc; and
- 7.11. Accurate records of kilometers travelled are provided to the Agency with google maps attached.

8. PRICING SCHEDULE

Item	Description		Estimated Value	Percentages	Price
8.1	Percentage Mark-Up for hire or use of his own specialized equipment (proof of cost per/hr must be submitted with invoices)	Percentage Mark-Up	R12 400 000.00	% - - -	R
8.2	Percentage Mark-Up for material used (Submit proof of invoice from the hardware or dealer)	Percentage Mark-Up		% - - -	R
TOTAL BID PRICE					R

District Name:	
Bidder's signature:	

NB: The Bidders must note that the value depicted in the pricing schedule template is an estimate as the actual contract price will be determined during the contract period. Bidders must further note that the estimated value is provided to ensure comparable price and preference point evaluation purpose. Each Mark-Up percentage should be inclusive of all costs. Bidders to note that no other costs will be accepted after the award.

Bidders bidding for more than one District must submit separate pricing schedules on the same terms of reference (TOR).

9. EVALUATION CRITERIA

The bid will be evaluated in phases as per the table below:

Phase 1	Phase 2	Phase 3	Phase 4
Mandatory Requirements	Administrative Compliance	Functionality	Price And Specific goals

9.1. PHASE 1 - MANDATORY REQUIREMENTS

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

	Mandatory Requirements
9.1.1.	Copy of valid Construction Industry Development Board (CIDB) registration with grade 1SO or 1EB or Higher.
9.1.2.	Certified Trade Certificates in Electrical Wireman's license in the name of the employee.
9.1.3.	Certified Trade Certificates in Plumbing.in the name of the employee.
9.1.4.	Certified Trade Certificates in Air-Conditioning/ Mechanical in the name of the employee.
9.1.5.	The reference letter/s for General Building or Electrical or Plumbing or Air conditioning or Mechanical exceeding the value of R200 000.00 per purchase order. A copy of the purchase order to be attached for each reference letter. The reference letter/s must indicate client's name and contact details, project description, value or amount of the contract and must be signed by a designated official who is at managerial level or above.

Bidders who fail to comply with the above requirements will be disqualified.

9.2. PHASE 2 - ADMINISTRATIVE COMPLIANCE

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

- Valid Central Supplier Database Report (CSD) Report (Tax compliant)

- Fully completed, dated and signed Standard Bidding Document Forms (SBD1, SBD 3.1, SBD 4 and SBD 6.1).
- Valid Compensation for the Occupational Injuries and Disease Act (COIDA) Letter of Good Standing.
- Where a joint venture or consortium are formed, a copy of the joint venture or consortium agreement must be attached.

NB: Failure to comply with the above may disqualify the bid.

9.3. PHASE 3 - FUNCTIONALITY

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

- 9.3.1. Experience in Building Related Works
- 9.3.2. Company Capacity
- 9.3.3. Technical Expertise and Competency

The table below contains details of the evaluation criterion and the weights of each functional component. The criteria below will be evaluated according to the following values:

Criteria:	Functionality criteria:	Weighting factor:
1	<p><u>Experience</u></p> <p>All bidders must provide reference letters for General Building or Electrical or Plumbing or Air conditioning or Mechanical exceeding the value of R200 000.00 per award.</p> <ul style="list-style-type: none"> • 1 reference letter = 1 point • 2 reference letters = 2 points • 3 reference letters = 3 points • 4 reference letters = 4 points • 5 or more reference letters = 5 points 	40
2	<p><u>Company Capacity</u></p> <p><u>Vehicles</u></p> <p>Attach proof of vehicle ownership in the name of the bidder or company director or intent to lease (intent to lease signed by the bidder and the lessor). Copies of Motor Vehicle Record (MVR1).</p> <ul style="list-style-type: none"> • 0 Vehicle = 1 • 1 Vehicle = 2 • 2 Vehicles = 3 • 3 Vehicles = 4 • 4 Vehicles or more = 5 	10

3.	<u>Locality</u> Proof of address of the area of operation / site (Lease agreement signed by both bidder and lessor) or municipal bill in the name of the bidder or tribal authority letter in the name of the bidder (not older than six months) or letter from ward councilor attached: <ul style="list-style-type: none"> • No proof of address =1 • Proof of address outside the province = 2 • Proof of address outside the district bidding = 3 • Proof of address within the district bidding = 4 • Proof of address in two or more district bidding =5 	20
4	<u>Technical Expertise and Competency</u> <u>Qualifications</u> Number of different trades in the built environment that the bidder has qualified personnel for. Provide copies of the qualifications/ certificates as part of the company profile. <ul style="list-style-type: none"> • No Electrical, Plumbing & Air-Conditioning Certificate = 1 • 01Electrical or 01Plumbing or 01Air-Conditioning Certificate = 2 • 01 Electrical, 01 Plumbing & 01 Air-Conditioning Certificate = 3 • 02 Electrical, 02 Plumbing & 02 Air-Conditioning Certificate = 4 • 03 Electrical, 03 Plumbing & 03 Air-Conditioning Certificate or above = 5 	30
Total		100

NB: Bidders must obtain a minimum of 70 points on functionality evaluation to qualify for further evaluation on price and specific goals.

9.4. Phase Four- Price and Specific Goals

The applicable preference point system for this tender is the 80/20 preference point System:

The bid will be evaluated using 80/20 preference point system

Phase four - Price and Specific goals	100
Price	80
Specific goal	20

(a) Preference points will be awarded to a bidder for attaining the specific goal in accordance with the table below:

LEVEL	NUMBER OF POINTS
1. B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20

2. B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18
3. B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16
4. B-BBEE Status Level 1 - 2 contributor	14
5. B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12
6. B-BBEE Status Level 3 - 4 contributor	8
7. B-BBEE Status Level 5 - 8 contributor	4
NON-COMPLIANT CONTRIBUTOR	0

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

(b) Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or a Sworn Affidavit signed by Emerging Micro Enterprise (EME)/Qualifying Small Enterprise (QSE) representative and attested by a Commissioner of Oath.

(c) Failure to submit a certificate from accredited verification agency, sworn affidavit or BBEE Certificate substantiating the specific goals or is a non-compliant contributor, such bidder shall claim 0 points out of the allocated maximum points for specific goals.

- 10.** Bidders should indicate with a tick or cross in their bid documents as to which District/s they wish to be placed:

District	Tick or Cross
Capricorn	
Mopani	
Sekhukhune	
Vhembe	
Waterberg	

11. BRIEFING SESSION

A non-compulsory briefing session will be held virtually through Microsoft teams. Interested bidders must send their email address to the supply chain representative for the link. (MorepiwaS@sassa.gov.za)

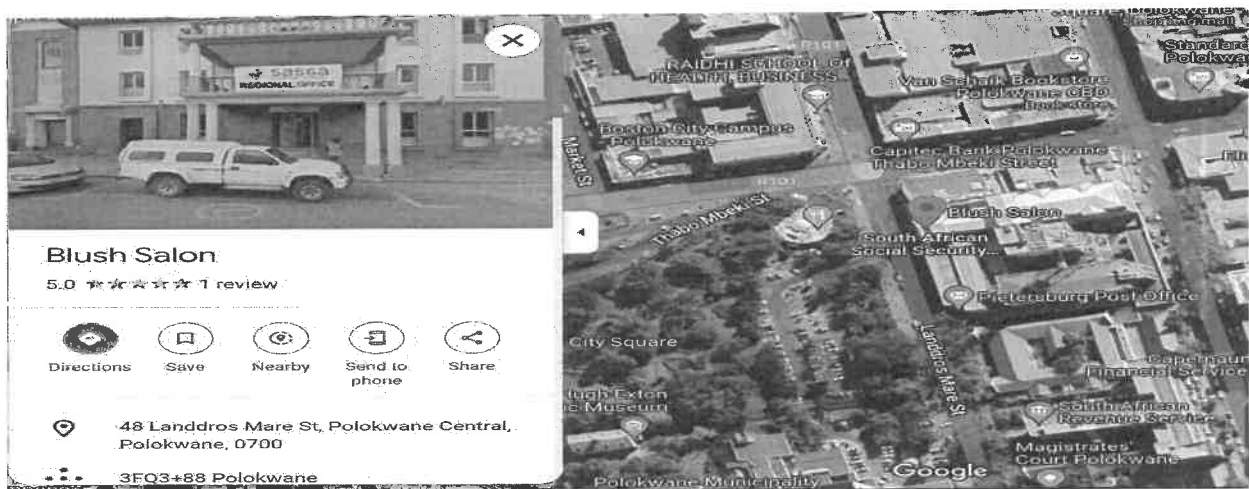
12. PERIOD OF CONTRACT

The duration of the contract shall be for a period of three years (36 months).

13. BID SUBMISSION AND ENQUIRIES

All Bid documents must be deposited in the tender box situated at:
SASSA Limpopo Regional Office:

48 Landros Mare Street, Polokwane, 0699
Coordinates: -23.911385, 29.453520



All enquiries regarding the bid may be directed to the following officials:
For technical enquiries:

Name: Maphuti Mabote
Tel: 015 291 7473
Email: JusticeMab@sassa.gov.za

For bid administration enquiries
Name: Morepiwa Senwamadi
Tel: 015 291 7428
Email: MorepiwaS@sassa.gov.za



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

LIST OF SASSA LIMPOPO OFFICES WITH PHYSICAL ADDRESSES AND CO-ORDINATES

No	OFFICE NAME	PHYSICAL ADDRESS	CO-ORDINATES
CAPRICORN DISTRICT			
1	Bahananoa Local Office	SASSA Local Office, Next To Bahananoa Clinic, Bahananoa, 0806	S23.15038 E28.92592
2	Capricorn District Office	22 Schoeman St, Pietersburg, Pietersburg, 0699	S23.91591 E29.45517
3	Ceres Local Office	1020 Stand St, Aganang, Lonsdale, 0710	S23.63361 E29.11913
4	Mankweng Local Office	Farm Suiferskuil 921 LS, Next To Paledi Mall, Mankweng, 0727	S24.30258 E29.47799
5	Maraba Local Office	SASSA 1-Stop Centre, Ga-Maraba, Kalkspruit, 0705	S23.77692 E29.16296
6	Molemole Local Office	Department Of Health And Welfare, 1107 Stand St, Mmatseke, Dwars River, 0812	S23.49214 E29.74221
7	Senwabanwana Local Office	750 Stand Rd, Bochum 145ls, Bochum	S23.49214 E29.74221
8	Seshego Local Office	7946 Stand St, Seshego A, Seshego, 0751	S23.28714 E29.14004
9	Thabamooopo Local Office	Police Head Quater, 38 Stand St, Lebowakgomo Unit Ba, Lebowakgomo, 07	S23.85488 E29.39679
10	Zebediela Local Office	SASSA, Tribal Office, Moletlane, Zebediela	S24.31192 E29.33360
MOPANI DISTRICT			

11	Dr CN Phatudi Local Office	SASSA, 1 Mohlahlareng Rd, Mohlahlareng, Lenyenye	S24.02709 E30.28121
12	Dzumeri Local Office	Dzumeri Tribal Office, Dzumeri, 0833	S23.57590 E30.70813
13	Giyani Local Office	387 Giy A 3 St, Giyani Unit A, Giyani, 0826	S23.31658 E30.72114
14	Kgapane Local Office	632 Stand Rd, Khaphamadi, Gakgapane, 0838	S23.69764 E30.13880
15	Lulekani Local Office	Stand 56, Lulekani-B, Phalaborwa, 1392	S23.85943 E31.08735
16	Mokwakwaila Local Office	Mokwakwaila Centre, Ground 2, 18 Khumeloni Village St, Khumeloni Village, Lapa Risa, 0885	S23.52296 E30.42442
17	Mopani District Office	2 Derde Av, Tzaneen, Tzaneen, 0850	S22.97810 E30.46299
18	Namakgale Local Office	3419 Namakgale B St, Namakgale B, Namakgale, 1391	S23.92473 E31.03857
19	Nkowankowa Local Office	1009 Lydenburg Rd, Tzaneen, Tzaneen, 0850	S23.88882 E30.28691
20	Sekororo Local Office	1 Stand Rd, Trichardsdal, Trichardsdal, 0890	S24.25230 E30.44880
21	Senwamokgope Local Office	73 Senwamokgope St, Senwamokgope, Senwamokgope, 0815	S23.40921 E30.15585

SEKHUKHUNE DISTRICT

22	Apel Local Office	Stand 1 Apel Rd, Apel, Apel, 0739	S24.42307 E29.79032
23	Grobiersdal Local Office	1 Klip St, Grobiersdal, Grobiersdal, 0470	S25.16893 E29.40088
24	Leboeng Local Office	SASSA, Saps Leboeng, R6 Road, Leboeng, 1120	S24.50947 E30.64766
25	Leeuwfontein Local Office	814 Moganyaka Rd, Moganyaka, Nebo, 1057	S24.99525 E29.39978
26	Luckau Local Office	Stand 43, Luckau,	S25.01011 E29.61113
27	Manganeng Local Office	SASSA Local Office, Stand No2, Manganeng, Opposite Kgolane Secondary School	S24.68483 E29.95646
28	Moroke Local Office	Meckeenburg Cost Centre, 1 Mureke Cost Centre Rd, Moroke, Atok, 0749	S24.38865 E30.07596
29	Moutse East Local Office	Agricultural Offices, Dennilton, Elandsdoorn Township, Elandsdoorn Rd, 1	S25.28588 E29.21607
30	Moutse West Local Office	Next To Rephafogile Secondary School, Zamenkomst, Matlerekeeng	S24.98380 E29.05868
31	Nebo Local Office	Public Works Building, 1 Stand Rd, Nebo, Nebo, 1059	S24.90980 E29.76136

32	Praktiseer Local Office	SASSA Praktiseer, Driekop, Gamarota, Next To Gamarota Exchange Building	S24.58224 E30.32343
33	Schoonoord Local Office	Schoonoord 1 Stop Centre, Next To Schoonoord Magistrate, Schoonoord, 1133	S24.74901 E30.01479
34	Sekhukhune District Office	Sekhukhune District Office, 1 Sekhutlong St, Sekhutlong, Jane Furse	S24.73235 E29.85963
VHEMBE DISTRICT			
35	Ha-Mutsha Local Office	SASSA, Local Office, Rembander, Mashamba, 0985	S23.05422 E30.35486
36	Hlanganani Local Office	Next To Bungeni Primary School, Bungeni, 0960	S23.20882 E30.20937
37	Makhado Local Office	New Checkers Centre, 32 Shongwosi St, Louis Trichardt, Louis Trichardt, 0920	S23.05598 E29.90501
38	Malamulele Local Office	Stand 774, Malamulele Zone A, Malamulele	S23.00623 E30.68777
39	Musina Local Office	806 Isaac Singo St, Nancefield X 1, Messina, 1811	S22.33495 E30.02343
40	Mutale Local Office	South Africa Social Security Agency, Tshilamba, 2 Stand St, 0956	S22.73445 E30.52608
41	Rabali / Dzanani Local Office	SASSA 1 Stop Centre, 11 Rabali Road, Next To Rabali Clinic, Rabali, 0993	S22.89491 E30.03759
42	Thulamela Local Office	4 Makwarela Rd, Makwarela, Sibasa, 0970	S23.83606 E30.16663
43	Tshaulu Local Office	SASSA Local Office, Next To Tshaulu Primary School, Gaba, 0987	S22.79967 E30.74787
44	Vhembe District Office	378 Thohoyandou Unit P East Rd, Thohoyandou Unit P East, Thohoyandou, 0950	S23.31657 E28.01321
45	Vuwani Local Office	SASSA Local Office, Social Development Complex, Vuwani, 0952	S23.13482 E30.42039
WATERBERG DISTRICT			
46	Bakenberg Local Office	SASSA Local Office, Next To Police Station, Bakenberg	S23.86178 E28.76675
47	Bela Bela Local Office	Bela Bela Diens Sentrum, 31 Van Der Merwe St, Warmbaths, Bela Bela, 0480	S24.88993 E28.29820
48	Lephalale Local Office	2/503 Chris Hani Avenue, Ellisras X16, Lephalale	S23.67941 E27.70183

49	Mokerong Local Office	Mokerong Magistrate Court, 1863 Z. Mahwelereng Rd, Mahwelereng, Mahwelereng, 0626	S24.15587 E28.98698
50	Mokopane Local Office	34 Geyser Rd, Potgietersrus, Mokopane, 0601	S24.19416 E29.00936
51	Mookgopong Local Office	Saps Naboomspruit, 39 Fourth St, Naboomspruit, Naboomspruit, 0560	S24.52394 E28.70791
52	Thabaleshoba Local Office	Thaba Leshoba Clinic, 1 N111 Fw, Thaba Leshoba, Rebone	S23.48694 E28.65862
53	Thabazimbi Local Office	SASSA Local Office, Rel316 Shairy St, Thabazimbi, 0387	S24.59075 E27.39057
54	Waterberg District Office	Mdr Tb Hospital, 157\1 Thabo Mbeki St, Nylstroom, Nylstroom, 0510	S24.70845 E28.39349
55	Witpoort Local Office	123 Stand Rd, Witpoort, Seleka	S23.31657 E28.01321