

SASSA: 01-24-HCD-KZN

INVITATION TO BID

SASSA: 01-24-HCD-KZN: ACCREDITATION OF ACCREDITED SERVICE PROVIDER/S FOR PROVISION OF TRAINING AND DEVELOPMENT SERVICES WITHIN SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KZN REGION FOR THE PERIOD OF THIRTY SIX (36) MONTHS

NO BRIEFING SESSION

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

: SASSA KwaZulu Natal Regional Office
Reception Area (Ground Floor)
No. 1 Bank Street
Pietermaritzburg
3201

PUBLICATION DATE : 17 May 2024
CLOSING DATE : 10 June 2024
TIME : 11:00 am
TECHNICAL ENQUIRIES : Ms Unathi Mntungwa
CONTACT NUMBER : 033 846 3332
EMAIL ADDRESS : unathim@sassa.gov.za

SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON : Mr Lucky G Shandu
CONTACT NUMBER : 033 846 9532
EMAIL ADDRESS : LuckyGS@sassa.gov.za

Stamp Out Social Grants Fraud and Corruption
Call 0800 60 10 11/ 0800 701 701



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

South African Social Security Agency
Northern Cape Region

SASSA REGIONAL OFFICE • 33 Du Toitspan Road
Cnr Du Toit Span Road & Phakamile Mabija
Permanent Perm Building
Kimberley 8301

DESCRIPTION		REQUIRED AT	ADVERT No.	CLOSING DATE
SASSA: 01-24-HCD-KZN: ACCREDITATION OF ACCREDITED SERVICE PROVIDER/S FOR PROVISION OF TRAINING AND DEVELOPMENT SERVICES WITHIN SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KZN REGION FOR THE PERIOD OF THIRTY SIX (36) MONTHS				
NO BRIEFING SESSION			SASSA: 01-24-HCD- KZN	10 June 2024
VENUE AND PHYSICAL ADDRESS	DATE AND TIME			
N/A	N/A			

NB: Documents are to be downloaded from the website: www.sassa.gov.za / www.etenders.gov.za

ENQUIRIES

Enquiries may be directed to Manager SCM: Mr Lucky G Shandu at (033 846 9532) and or Assistant Manager: Ms Unathi Mtungwa (033 846 3332) during office hours (Monday to Friday) 08H00 to 16:00

BIDS SUBMISSION

Bid documents must be deposited in the tender Box situated on Ground Floor of SASSA Offices, No 1 Bank Street, Pietermaritzburg, 3201. Bid documents submitted by electronic mail, facsimile or other similar apparatus will not be accepted for consideration. Bidders should ensure that their bids are delivered in due date and time. Any bid documents received after the closing date and time will not be accepted.

Advert placement date: 17 May 2024

BID ADVERTISEMENT FORM

Bid Description	SASSA: 01-24-HCD-KZN: ACCREDITATION OF ACCREDITED SERVICE PROVIDER/S FOR PROVISION OF TRAINING AND DEVELOPMENT SERVICES WITHIN SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KZN REGION FOR THE PERIOD OF THIRTY SIX (36) MONTHS			
Bid Number	SASSA: 01-24-HCD- KZN			
Name of Institution	South African Social Security Agency			
The place where goods, works or services are required	KZN REGION			
Closing date and time	Date	10 June 2024	Time	11:00 am
Contact details	Postal Address	Private Bag X 9146 Pietermaritzburg 3201		
	Physical Address	No 1 Bank Street Pietermaritzburg 3201		
	Telephone	(033) 846 9532	(033) 846 3332	
	Fax	N/A	N/A	
	E-mail	LuckyGS@sassa.gov.za	Unathim@sassa.gov.za	
	Contact Person	Mr. Lucky G Shandu	Ms. Unathi Mntungwa	
Where bids can be collected	Downloaded from the website: www.sassa.gov.za / www.etenders.gov.za			
Where bids should be delivered	No 1 Bank Street Pietermaritzburg 3201 Ground Floor, Tender Box			
Category	General (HCD)			
Sector	Public			
Region	KZN			
Compulsory Briefing Session/ site visit	NO BREIFING SESSION			

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA:01-24-HCD-KZN	CLOSING DATE:	10 June 2024	CLOSING TIME:	11:00
SASSA: 01-24-HCD-KZN: ACCREDITATION OF ACCREDITED SERVICE PROVIDER/S FOR PROVISION OF TRAINING AND DEVELOPMENT SERVICES WITHIN SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) KZN REGION FOR THE PERIOD OF THIRTY SIX (36) MONTHS					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Lucky G Shandu		CONTACT PERSON	Ms Unathi Mntungwa	
TELEPHONE NUMBER	033 846 9532		TELEPHONE NUMBER	033 846 3332	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	LuckyGS@sassa.gov.za		E-MAIL ADDRESS	Unathim@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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:



PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Bid number **SASSA: 01-24-HCD-KZN**

Closing Time: **11:00 AM**

Date: **10 June 2024**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
.....	.....	.....	R.....
-	Required by:	.....	.....
-	At:	.....	.....
-	Brand and model	.....	.....
-	Country of origin	.....	.....
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	.....
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	.....	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

*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.

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

.....

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
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:

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

80/20 or 90/10

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership		20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership		18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership		16		
B-BBEE Status Level 1 - 2 contributor		14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership		12		
B-BBEE Status Level 3 - 4 contributor		8		
B-BBEE Status Level 5 - 8 contributor		4		
Others (Non-Compliant)		0		
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.				

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

TERMS OF REFERENCE

Accreditation of accredited service providers for provision of training and development services within South African Social Security Agency (SASSA) KZN Region for the period of three (3) years, (36 months).

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1. ABBREVIATIONS

ATR	Annual Training Report
B-BBEE	Broad Based Black Economic Empowerment Act, Act no 53 of 2003 as amended
CPI	Consumer Price Index
CSD	Central Supplier Database
CV	Curriculum Vitae
DHET	Department of Higher Education and Training
EME	Exempted Micro Enterprises
ETDSETA	Education Training and Development SETA
HRDSSA	Human Resource Development Strategy of South Africa
HCM	Human Capital Management
RHDCD	Regional Human Capital Development Committee
PDPs	Personal Development Plans
NQF	National Qualification Framework
QCTO	Quality Council for Trades & Occupation
SAQA	South African Qualification Authority
IRBA	Independent Regulatory Board of Auditors
JV	Joint Venture
NESPF	National Environmental Skills Planning Forum
PFMA	Public Finance Management Act, Act No1 of 1999 (as amended by Act 29 of 1999)
PPPFA	Preferential Procurement Policy Framework Act , No5 of 2000
PPR	Preferential Procurement Regulations, 2017
QSE	Qualifying Small Enterprises
SANAS	South African National Accreditation System
SASSA	South African Social Security Agency
SSA	State Security Agency
SBD	Standard Bidding Documents
SCM	Supply Chain Management
SLA	Service Level Agreement
TOR	Terms of Reference
VAT	Value Added Tax

1.2. Other definitions of descriptive, (on a scale of 1-3) kindly note the following concepts:

1.2.1. Outcome based training interventions – refers to non NQF aligned interventions therefore a certificate of attendance must be issued.

1.2.2. NQF aligned interventions – a certificate of achievement which is aligned to the requirements of SAQA.

2. INTRODUCTION AND BACKGROUND

2.1 The South African Social Security Agency (SASSA) is a public entity established by the South African Social Security Agency Act, 2004 (Act No.9 of 2004) and is classified as Schedule 3A in terms of the Public Finance Management Act 1999 (Act No. 1 of 1999 as amended). The act is responsible for the management, administration and payment of social assistance to all beneficiaries.

2.2 SASSA's vision is to become: A leader in the delivery of social security services. Thus its mission is to administer social security services to eligible children, older persons and people with disabilities.

2.3 Through the unit of Human Capital Management (HCM), SASSA has a mandate to equip all its employees through the provision of quality education and training with values, knowledge and skills that will enable them to contribute more effectively and efficiently within the Agency.

2.4 These terms of reference (TOR) were introduced to assist in identifying credible and accredited service providers with extensive experience and necessary resources to train SASSA employees through the identified training interventions.

2.5 SASSA KwaZulu Natal Region is currently structured as follows:

2.5.1 Regional Office

2.5.2 District Offices

2.5.3 Local Offices

3. PURPOSE

To support the unit of Human Capital Management in order to fulfill the Agency's goals of building a capacity in a strategic manner through integration and coordination of education and training initiatives. This can be done through identifying suitable accredited service

provider/s to provide training and development services through implementing the identified skills development interventions aimed at enhancing the knowledge and skills of SASSA officials in KwaZulu-Natal Region for a period of 36 months.

4. OBJECTIVE

To ensure that all SASSA employees that are identified to undergo particular skills development interventions; whether generic trainings or Personal Development Plans (PDPs), are trained by accredited facilitators and training institutions who will meet all the necessary requirements as per specification designed by the unit of HCM.

5. SCOPE OF THE WORK

- 5.1 The scope of work for the Bidder's will be limited to the KZN Region.
- 5.2 The accreditation project scope will be based on the annual training plan to be developed by Regional Human Capital Development Committee (RHCDC).

6. BID CONDITIONS

- 6.1 SASSA is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation to this bid. SASSA reserves the right to appoint a bidder whose bid most successfully conforms to the criteria and the requirements set out in the terms and conditions described in the TOR.
- 6.2 Prospective service provider/s shall treat all available data provided by the Agency in the process as strictly confidential. Such data remains the property of the Agency.
- 6.3 Training not delivered according to specification, will not be accepted by SASSA.
- 6.4 Service provider/s may be required to undergo security vetting.
- 6.5 Bidders will be disqualified if found to have misrepresented information in their bid proposals.
- 6.6 All prices must be quoted in South African Currency (ZAR).
- 6.7 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 6.8 Under no circumstances will the Agency engage itself with parties associated with the service provider.
- 6.9 SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.
- 6.10 The bidder(s) shall notify SASSA in writing within 5 days of any changes on the company profile that might impact on the execution of the contract
- 6.11 The bidder(s) should cater for the different needs of person (employees) with disabilities.

- 6.12 SASSA reserves the right to request quotations from the accredited service providers beyond their scope of accreditation thus including of Personal Development Plan (PDPs) and other critical operational training interventions.
- 6.13 SASSA will request quotations from the panel of accredited service providers in form of competitive bid.
- 6.14 SASSA reserves the right to inspect the services rendered by the bidder(s) at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 6.15 The norms and quality of the services rendered must be in accordance with the acceptable standards of Training.
- 6.16 Bidders must also outline the activities that will be undertaken in order to implement and manage the relevant Occupational Health and Safety (OHS) protocols as well as risks associated herewith.
- 6.17 The accreditation of the successful bidder is subject to a conclusion of a Service Level Agreement (SLA) between SASSA and the successful bidder governing all rights and obligations related to the required services.
- 6.18 The performance of the service provider/s will be monitored based on the Service Level Agreement entered into between the appointed service provider/s and SASSA.
- 6.19 SASSA reserves the right to negotiate price(s) with the successful bidder(s).
- 6.20 SASSA may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.

7. PUBLIC LIABILITY:

- 7.1 The bidder(s) indemnifies SASSA from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the bidder or any other person that may result from or be related to the execution of this contract.
- 7.2 The bidder(s) will be held responsible for any damage or theft by their employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by SASSA against the bidder. SASSA reserves the right to claim for damages against the bidder arising out of negligence and/or poor performance by the bidder or its employees.
- 7.3 In the case of the loss or damage to property resulting from providing service, the bidder(s) undertakes to repair/rectify the damage immediately after the notification by the

Agency. If the bidder(s) fails to act after such notification, SASSA will rectify the damages and the costs will be recovered from the bidder(s).

8. DELIVERABLES

- 8.1 The Bidder/s will be expected to perform in accordance with the standards set out by the South African Social Security Agency.
- 8.2 The Bidder/s will be expected to provide training and development services according to the agreed specifications designed by SASSA.
- 8.3 The Agency will place orders as and when required during the contract period.
- 8.4 The service provider/s will be required to deliver within 14 working days of placing of an official order.
- 8.5 Upon completion of the programmes/ interventions the Bidder/s must issue relevant certificates to HCD&T for employees.
- 8.6 Ensure that the attendance register is signed by each learner on a daily basis for the duration of the training.
- 8.7 The service provider will be responsible for travelling costs of facilitators.
- 8.8 Learner enrolment forms must be completed and copies provided to SASSA.
- 8.9 The bidder(s) shall conduct themselves in a courteous and professional manner.
- 8.10 Learning Programme is facilitated, assessed, moderated and verified.
- 8.11 Training(s) programmes rendered must meet the accreditation and be NQF aligned depending on the training required.

9. SASSA RESPONSIBILITIES

- 9.1 SASSA will be expected to provide the selected accredited service providers with a training plan in every financial year.
- 9.2 SASSA to arrange the necessary logistics to ensure attendance including but not limited to issuing of invites, nomination forms.
- 9.3 SASSA to pay the Bidder/s within 30 working days upon receipt of the invoice.

10. CONTRACT PERIOD

- 10.1 The South African Social Security Agency will sign a three years (36 month) contract with the service provider/s.

11. SPECIAL CONDITIONS OF CONTRACT

Failure to meet the following special conditions will result in the disqualification of the bid.

11.1 Bidders should have a valid relevant SETA accreditation or QCTO and sectorial accreditation requirements which reflects the courses for which they are accredited for and in line with SAQA requirements. **(Annexure A)**

11.2 Bidders must submit a signed reference letter supported by purchase order / award letter for the provision of training with the minimum value of R300 000.00 per order. A signed reference letter must be in the company/organization's (Bidders client) letterhead with the following information:

- the name of the company/organization serviced,
- name and contact details (contact number and e-mail address) of the person to be contacted,
- start & end date of service
- With the monetary value of R300 000.00
- Number of learners per training with the minimum of Twenty Five (25).
- The service performed must not be older than 5 years from the closing date of the bid.

12. BID EVALUATION CRITERIA

Bids will be evaluated in terms of the below-mentioned criteria:

12.1 Stage one

Phase One: Special Conditions

Phase Two: Functionality Criteria

Phase Three: Administrative compliance

13. Stage one - Phase one: Special Conditions

Failure to meet the following special conditions will result in the disqualification of the bid.

13.1 Bidders should have a valid relevant SETA accreditation and/or QCTO and sectorial accreditation requirements which reflects the courses for which they are accredited for and in line with SAQA requirements.

13.2 Bidders must submit a signed reference letter, purchase order / award letter for the provision of training with the minimum value of R300 000.00 per order. A signed reference letter must be in the company/organization's (Bidders client) letterhead with the following information:

- the name of the company/organization serviced,
- name and contact details (contact number and e-mail address) of the person to be contacted,
- start & end date of service
- With the monetary value of R300 000.00
- Number of learners per training with the minimum of Twenty Five (25).
- The service performed must not be older than 5 years from the closing date of the bid.

13.3 Stage one - Phase 2: Functionality Criteria

Suppliers who score less than 70 out of 100 points may be disqualified.

	The functionality evaluation will be conducted using the weighted average method. The table below contains details of the evaluation criterion and the weights of each Functional Requirements component. Criteria below will be evaluated according to the following values: <i>1=Poor 2=Average 3=Good 4=Very Good 5=Excellent</i>	
NO	FUNCTIONALITY CRITERIA	WEIGHTING

1	Experience Track record of having completed a single project of training and development services with monetary value as outlined below: Bidders must provide reference letters supported by purchase order / award letter for training and development services with the minimum value of R300 000.00 per order. (The service performed must not be older than 5 years from the closing date of the bid). • 1 completed project with R300 000.00 or above = 1 point. • 2 completed projects with R300 000.00 or above = 2 points. • 3 completed projects with R300 000.00 or above = 3 points. • 4 completed projects with R300 000.00 or above = 4 points. • 5 or more completed projects with R300 000.00 or above = 5 points NB: Reference letter must contain the following required information: Bidders must submit a signed reference letter must be supported by purchase order / award letter for the provision of training with the minimum value of R300 000.00 per order. A signed reference letter must be in the company/organization's (Bidders client) letterhead with the following information: • the name of the company/organization serviced, • name and contact details (contact number and e-mail address) of the person to be contacted, • start & end date of service • With the monetary value of R300 000.00 • Number of learners per training with the minimum of Twenty Five (25). • Failure to provide reference letter with all minimum information as requested above, your reference letter will not be considered. • The South African Social Security Agency reserves the right to contact the reference for validation.	40
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2	Capacity to deliver: Demonstrate the ability to provide training in the listed programmes as per annexure A not limited to by submitting the following: Total learners enrolled per annum per approved unit standards by relevant SETA (Reference letter / Purchase order/award letter with number of learners trained) 1. 50 - 100 learners =1 points 2. 101 - 200 learners = 2 points 3. 201 - 300 learners = 3 points 4. 301 - 400 learners = 4 points 5. 401 and more learners = 5 points The service performed must not be older than 5 years from the closing date of the bid).	15
	Total learners declared competent per annum per approved unit standards by relevant SETA. (Database of competent learners) 1. 50 - 100 learners =1 points 2. 101 - 200 learners = 2 points 3. 201 - 300 learners = 3 points 4. 301 - 400 learners= 4 points 5. 401 and more learners = 5 points The service performed must not be older than 5 years from the closing date of the bid).	15
3	Project Methodology and Contingency Plan: • Provide a detailed methodology to cover the proposed scope of work including how such work will be performed.	30

13.4 Stage one Phase Three: Administrative compliance

Administrative Compliance
Tax compliant status (Tax Pin Letter/CSD MAAA)
Proof of Registration on the Central Supplier Database (CSD) with National Treasury (CSD Registration Report)
Originally Certified Identity Documents of all directors as per (CIPC) (certified within 6 months).
Fully completed and signed Standard Bidding Document Forms (SBDs). • SBD 1, SBD 3.1, SBD 4 and SBD 6.1

14. MONITORING AND EVALUATION

- 14.1 The Bidder/will be expected to enter into a service level agreement (SLA) with the South African Social Security Agency. This SLA will form the basis for compliance monitoring.
- 14.2 There will be proper compliance with delivery timelines.
- 14.3 There will be provision for quality service and compliance to standards
- 14.4 The performance of the Bidder/s will be assessed regularly, and should the required standards not be met, the contract may be terminated.

15. JOINT VENTURE AND CONSORTIUM

- 15.1 Where a joint venture or consortium are formed, a copy of the joint venture or consortium agreement must be attached with the bid.
- 15.2 Companies will be individually required to comply with administrative compliance requirements (Companies must submit individual or separate CSD Reports, Tax Pin Letter).
- 15.3 In the event of a Joint venture and Consortium, must submit a consolidated BBBEE Status Level Contributor in the name of a Joint Venture and not for individual bidders/companies).

16. SUB-CONTRACTING

16.1 A bidder awarded a contract may only enter into a sub-contracting arrangement with the approval of the SASSA and a sub-contracting agreement must not exceed 25%

16.2 It should be noted that the SASSA expects appointed service provider/s to take full responsibility and accountability to execute functions attached to the contract.

17. SECURITY AND CONFIDENTIALITY OF INFORMATION

17.1 The successful bidder/s must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, during the contract period and beyond. Information may only be disclosed to outside parties with prior, written approval from the Agency.

18. BRIEFING SESSION

18.1 There will be no briefing session for this Bid

19. SUBMISSION OF BIDS:

Address of the Region where bids should be submitted:

SASSA KZN REGIONAL OFFICE

1 BANK STREET

PIETERMARITZBURG

3200

The following contact details in respect of enquiries will apply:

a) Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
SASSA KZN REGION	033 846 3332	Ms. Unathi Mntungwa	unathim@sassa.gov.za

b) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
SASSA KZN REGION	033 846 9532	Mr. Lucky G Shandu	luckygs@sassa.gov.za

ANNEXURE A

LIST OF IDENTIFIED TRAINING INTERVENTIONS

**SERVICE PROVIDERS MUST ALSO COMPLY WITH PARAGRAPH 13.1 AND 13.2
MANDATORY COMPLIANCE FOR TRAINING INTERVENTIONS**

No	Type of Skills Development Programme	NQF Level
1	Report Writing and Minute Taking	4
2	Basic Project Management	5
	Advanced Project Management	5
3	Conflict and Negotiation Management	5
4	Supervisory	4
5	OHS: Fire Fighters / Marshall	1
	First Aid	1
	Evacuation	2
	SHE Reps	1
6	Incident & Crisis Response Communication Skills	3
7	Employment Equity Training	3
8	Presiding and Investigating Officers	N/A
9	Advanced Report Writing	5
10	Advanced Acquisition Management	5
11	Monitoring and Evaluation	5
12	Grievance and Disciplinary Procedures	5
13	Advanced Labour Relations for Managers in Public Service	5
14	Dispute Resolution Skills	N/A
15	Computer Packages for Intermediate : Ms Word, Ms Excel, Ms Access and Powerpoint	3

16	Advanced Computer Packages: Ms Excel, Ms Word	3
17	Reception & Telephone Etiquette	3
18	Excellent Customer Care Service	4
19	Contract Management	5
20	Finance for Non-Finance Managers	4
21	Coaching and Mentoring	5
22	Risk Response and Reporting	5
23	Skills Development Training	5
24	Bid Committee Training	5
25	Archiving and Records Management	5
26	Strategic Management and Leadership	5
27	Diversity Management	5
	Emotional Intelligence and Advanced Communication Skills for Leaders	5
28	Fleet and Transport Management Master class	3
29	HR Leadership Development Training Program	5
30	Public Sector Budgeting Round table Mastering Financial Planning and Management in the Public Sector	5
31	Social Media as source and platform	5
32	Graphic Designing	5
33	Strategic Sourcing	5

34.	Public Finance Management Act	3
35.	Creative Writing	5
36.	Train the trainer	5
37.	Conscious Living	N/A
38.	Training on how to effectively manage employees with disabilities	5
39.	Executive Development Programme (EDP)	8
40.	Development Programme for Senior Managers	7
41.	Women in Leadership	5
42.	Bid Adjudication Training	5
43.	Managing Virtual Teams	N/A
44.	Crowd Control	N/A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices 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.

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

- 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.