

SASSA: 60-22-CS-NW

INVITATION TO BID

SASSA: 60-22-CS-NW TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER AND/ OR SERVICE PROVIDER(S) FOR SUPPLY, INSTALLATION AND COMMISSIONING, OF X-RAY MACHINES AND WALK THROUGH METAL DETECTORS AT SASSA NORTH WEST REGIONAL, DISTRICTS AND LOCAL OFFICE(S).

A Compulsory Briefing session will be held as follows:

Venue: New SASSA BUILDING Corner Sekame and Dr James Moroka Road Megacity Mmabatho 2745

Date: 28 November 2022

Time: 11:00

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

: SASSA House Master Centre
1st Street Industrial Site
Mahikeng
2745

ADVERTISING DATE: 22 November 2022

CLOSING DATE: 05 December 2022

TIME : 11:00

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON : Mr Thuso Sesinyi
CONTACT NUMBER : 018 397 3399

SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON : Mr Muzi Mdlalose
CONTACT NUMBER : 018 397 3341

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 60-22-CS-NW	CLOSING DATE: 05 December 2022	CLOSING TIME:	11:00	
DESCRIPTION	Terms of reference for the appointment of a service provider and/ or service provider(s) for supply, installation and commissioning, of x-ray machines and walk through metal detectors at SASSA North West regional				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA House, Master Centre, 1st Street Industrial Site, Mahikeng 2745					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR Muzi Mdlalose		CONTACT PERSON	MR Thusho Sesinyi	
TELEPHONE NUMBER	018 397 3341		TELEPHONE NUMBER	018 397 3399	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	muzimd@sassa.gov.za		E-MAIL ADDRESS	thushos@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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
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, 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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
 - 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number SASSA: 60-22-CS-NW
Closing Time 11:00	Closing date : 05 December 2022

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)
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-
- 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.

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

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

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER AND/ OR SERVICE PROVIDER(S) FOR SUPPLY, INSTALLATION AND COMMISSIONING, OF X-RAY MACHINES AND WALK THROUGH METAL DETECTORS AT SASSA NORTH WEST REGIONAL

1. PURPOSE

The main objective is to appoint a service provider(s) and/or Service Provider(s) for supply, installation and commissioning, of X-Ray Machines and Walk through Metal Detectors at SASSA North West Regional, Districts and Local Office(s).

2. BACKGROUND

2.1 SASSA was established in terms of South African Social Security Agency Act, 2004 (Act No. 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act No. 13 of 2004) and is listed as a schedule 3A Public Entity in terms of the Public Finance Management Act (9 of 1999), is an extension of government's delivery arm that administers the delivery of grants to the eligible beneficiaries in South Africa. Through SASSA the government ensures improvement of the social security services delivery system.

2.2 SASSA North West Region is currently structured as follows:

- Regional Office
- District Offices
- And Local Offices

Bidders Initials

2.3 The Control of Access to Public Premises and Vehicles Act 53 of 1985 as amended, Criminal Procedure Act 51 of 1977, Minimum Information Security Standard (MISS), Minimum Physical Security Standard (MPSS), SASSA Security Policy and other legislations that regulate security within Organs of the State (OS), defines the implementation of security measures as the most crucial in protecting assets of Organs of the State and ensuring business continuity. Installation of X-Ray Machines and Walk through Metal Detectors, is one of the significant measures to be implemented in achieving the protection of assets (personnel, property, visitors, beneficiaries and information).

2.4 The Security Management Unit as mandated by the Agency is responsible for the protection of assets (personnel, property, visitors, beneficiaries and information) and is providing security services throughout the Region, hence requiring the services of a service provider with a reputable track record to install the X-Ray Machines and Walk Through Metal Detectors systems at identified Offices.

3 LEGAL REQUIREMENTS.

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

3.2 Bidder and/or Bidder(s) must comply, but not limited to, with the following relevant legislation(s):

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

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

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

Bidders Initials

- 3.2.4 The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
- 3.2.5 The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
- 3.2.6 The Firearms Control Act, 2000 (Act no. 60 of 2000);
- 3.2.7 The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
- 3.2.8 The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);
- 3.2.9 National Treasury Implementation Guide – Preferential Procurement Regulations, 2017.
- 3.3 Should any of the above be amended or replaced, such replacement or amendment should be adhered to.

4 COMPULSORY SITE - BRIEFING SESSION

- 4.1 A compulsory Site - briefing session will be held as follows:

- 4.1.1. North West Regional Office

NB: The purpose of conducting this compulsory site - briefing session on site, is to design and provide information quickly and effectively about a desired procurement to influence decisions and offer solutions. Furthermore, this will bring bidders together with the SASSA team on a face to face basis, so that the information on exact locations where the required installations can be delivered, questions asked and feedback collected.

OFFICE NAME
Mafikeng Regional Office (X-ray Machine)

5. QUANTITIES AND EXPECTED DELIVERABLES

- 5.1. It is expected that quantities as reflected on the **Schedule of Sites, price structure and technical specifications** will be delivered during the period of contract. **Refer to the Attached Annexure A: Schedule of Sites, Annexure B: Price Structure and Annexure C: Technical specifications**

Bidders Initials

6. SCOPE OF WORK

6.1. The scope of work shall entails, the following aspects:

6.1.1. Installation of X-Ray Machines and Walk Through Metal Detectors, supplied with the following:

- Built in UPS with power back up of at least 10 hours
- Monitors for viewing automatically comes with the scanners
- Twelve (12) months warranty and twenty-four (24) months maintenance (and must run-concurrently) on the installed equipment's.

7. Responsibilities

7.1. Service Providers responsibilities

The successful service provider and/or service provider(s) shall be expected to:

- 7.1.1. Enter into a service level agreement for the twelve (12) months warranty and twenty-four (24) months maintenance plan (and must run – concurrently) on the installed equipment's after the award.
- 7.1.2. Enter into a service level agreement to remove and/or transfer the installed systems in case SASSA Office(s) and/or Services relocate to a new premises or reprioritisation of office accommodation at no further costs to SASSA within the period of maintenance and warranty contract.
- 7.1.3. The successful bidder and/or successful bidder(s) will be required to provide an operational manual on a soft copy and provide practical training on the usage of the installed equipment's to SASSA Security Personnel Staff, after the award and installation of the system.
- 7.1.4. The successful service provider and/or successful service providers will be required to provide certificate of compliance (COC) after installation, testing and commissioning.
- 7.1.5. The X-Ray Machines and Walk Through Metal Detectors must be installed with both software and hard ware, and the licencing must be registered with SASSA name as the installed equipment's shall become SASSA's properties from the beginning until the end of the contract.

Bidders Initials

- 7.1.6. The service provider 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 service provider or any other person that may result from, or be related to the execution of this contract.
- 7.1.7. The service provider will be held responsible for any damages or theft by his 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 service provider.
- 7.1.8. In the case of damages to property resulting from providing the service, the service provider undertakes to rectify/repair the damage immediately after notification by the Security Management in the Agency.
- 7.1.9. If the service provider and/or service providers fails to act after notification, SASSA will rectify the damages and costs will be recovered from the service provider.
- 7.1.10. The successful bidder will be required to provide service in a courteous and professional manner
- 7.1.11. The successful bidder and/or successful bidders must ensure that all staff working under this contract are in good health and pose no risk to any SASSA employees.
- 7.1.12. The successful bidder and/or bidders will comply with SASSA security emergency policies, procedures and regulations.
- 7.1.13. Should SASSA property or any part(s) of SASSA property be damaged or destroyed by the employees of the service provider, SASSA shall, in its discretion shall recover the cost of the damaged or destroyed property from the service provider.
- 7.1.14. SASSA reserves the right to reduce / increase the required goods during the contract period.
- 7.1.15. The successful bidder and/or bidders must guarantee a twelve (12) months warranty and twenty-four (24) months maintenance plan (that must concurrently) from the date of delivery and successful commissioning of the unit.
- 7.1.16. During the period of guarantee, the successful bidder and/or bidders shall, at his own expense, carry out all necessary repair work,

Bidders Initials

including material and labour, in order to maintain the units in a working condition.

- 7.1.17. The successful bidder and/or bidders must guarantee a twelve (12) months warranty and twenty-four (24) months maintenance plan (that must run concurrently). Repairs, maintenance and replacement of the equipment should be done and rendered within 24 hours after the notification of the fault SASSA.

7.2. SASSA's responsibilities

- 7.2.1 The Agency reserves the right to claim for damages against the Service Provider arising out of negligence and/or poor performance by the Service Provider.
- 7.2.2 SASSA reserves the right to terminate the contract immediately should the successful bidder and/or bidders no longer qualify as service provider in terms of the PSIRA Act, 2001 (Act 56 of 2001) or CIPC.
- 7.2.3 SASSA reserves the right to terminate the contract, in the event that the successful bidder becomes unable for any reason or whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder.
- 7.2.4 Pay the service provider within the period of 30 days in line with the requirements of the PFMA.
- 7.2.5 SASSA reserves the right to subject the successful service provider and/or to screening.

7. EVALUATION CRITERIA

The bid proposals shall be evaluated in accordance with the 80/20 preference point systems as prescribed in the Preferential Procurement Regulation of 2017. The evaluation process comprises of the following two (2) stages:

7.1. Stage 1

- 7.1.1. Phase 1: Special Conditions
7.1.2. Phase 3: Functionality Criteria
7.1.3. Phase 4: Administrative Compliance

Bidders Initials

7.2. Stage 2: Price and BBBEE Preference Points

Phase 1 - Special Conditions
1. A Compulsory Site - Briefing Session
2. A certified copy of the company registration certification with Private Security Industry Regulatory Authority (PSIRA)
3. A certified copy of the company's directors registration with PSIRA
4. Certified and valid letter of good standing with PSIRA
5. Certified copy of valid compensation for occupational injuries and diseases Act (COIDA) certificate
6. Certified copy of valid Unemployment Insurance Fund (UIF)
7. Maintenance and warranty Plan Bidders must submit proposal for service, maintenance and warranty of installed equipment's reflecting the following: <ol style="list-style-type: none">1. 36 months service and maintenance (including repairing and replacement of parts) on the installed equipment's and services. (Written confirmation letter(s) on a company letter head confirming that the installed equipment's will come with maintenance and warranty).

NB: Certification of certificates must not be older than six (3) months. Failure to submit the above mandatory documents, will lead to bidders being disqualified and will not be considered for further evaluation.

Bidders Initials

NB: Failure to comply with the above requirements will result in the bid being disqualified.

Phase 3 – Functionality Criteria	Score	Weight
1. Experience in the installation of X-Ray Machines and Walk Through Metal Detectors: Number of Contracts (Purchase orders, or Award letters matching with reference letters)		50
1 to 2 contracts	1	
3 to 4 contracts	2	
5 to 7 contracts	3	
8 to 10 contracts	4	
11 and above contracts	5	
Poor = 1, Average = 2, Good = 3, Very Good = 4, Excellent = 5		
2. Cumulative Value of Contracts	Score	50
R1- R 1 500 000	1	
R1 500 001- R3 000 000	2	
R3 000 001-R4 500 000	3	
R4 500 001- R6 000 000	4	
R6 000 001 and above	5	
Poor = 1, Average = 2, Good = 3, Very Good = 4, Excellent = 5		
TOTAL		100

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

Bidders Initials

Phase 4 - Administrative Compliance
Proof of registration with Central Supplier Database (CSD)
A certified copy of the identity documents of all the Directors / members
A valid tax compliance status pin
SBD forms fully completed and signed by the bidder
Each party in joint venture or consortium related to this project must comply with the following requirements:- <ul style="list-style-type: none">• Registered on the Central Supplier Database• Submission of a valid Tax Compliance Status Pin• Proof of certified ID Copies for all Company Directors• Consolidated and Valid B-BBEE Status Level Verification Certificates or Sworn Affidavit signed by the Commissioner of Oaths together with their bids

N.B Failure to submit the above mentioned documents may result in the disqualification of the bid

Stage 2 – Price and Preference	100
Price	80
BBBEE Status Level of Contribution	20

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

Bidders Initials

Points awarded for B-BBEE Status Level of Contribution, bid will be evaluated for preference as follows:

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

Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS); or sworn affidavit.

Failure to submit a certificate from accredited verification agency substantiating the BBEEE status level of contribution or is a non-compliant contributor, such bidder shall score Zero point out of the allocated maximum points for BBEEE. This does not mean that such a bidder must be disqualified from evaluation process as it will constitute unfair practice.

8. BID AWARD & CONTRACT CONDITIONS

- 8.1. The contract will be concluded between SASSA and the successful service provider(s).
- 8.2. SASSA reserves the right to award the bid to one or more service providers.
- 8.3. SASSA reserves the right to award the bid in whole or only partially.

Bidders Initials

9. MONITORING AND EVALUATION

Monitoring and evaluation of this service will be undertaken by Security Management and managers' administration support at District offices.

10. PROJECT CO-ORDINATION ARRANGEMENTS

The Security Management Unit, based at SASSA North West Regional Office shall be responsible for the coordination of this project. The physical address is as follows:

North West Office
SASSA Master Centre Building
1st street Industrial Site
MAHIKENG.
2745

11. PROJECT PERIOD

The project will commence after signing the contract. The supply and installation of the security equipment will be a once-off procurement. The service provider will be expected to provide maintenance and warranty for the installed equipment for the period of thirty-six (36) months, comprehensive project plan to be requested upon award.

12. ENQUIRIES

Technical enquiries

Mr. Thusho Sesinyi
Tel: 018 397 3399
Email address: ThushoS@sassa.gov.za

Bid Administration enquiries

Mr. Muzi Mdlalose
Tel : 018 397 3341
Email: MuziMd@sassa.gov.za

Bidders Initials

**ANNEXURE A:
LIST OF OFFICES, ADDRESSES AND NUMBER OF THE
DELIVERABLES**

NAME OF OFFICE	X-RAY MACHINES	WALK THROUGH METAL DETECTORS
Regional Office, Mega city building	2	2
Ngaka Modiri Molema District and Mafikeng L/O 1st Street, Industrial Site, Albany Building, Mafikeng	2	2
Madibeng Local Office "11 Tom Street Brits"	1	1
Rustenburg Local Office, 18 Hystek Str	1	1
Taung Local Office 1066 KFC Street Taung	1	1
Total Number	7	7

**ANNEXURE B: PRICE SCHEDULE
INSTALLATION OF X-Ray Machines and Walk Through Metal
Detectors AT REGIONAL OFFICE, DISTRICTS AND LOCAL OFFICES**

No	ITEM	QUANTITY	UNIT	TOTAL
1	X-Ray Machines	7		
2	Walk Through Metal Detectors	7		
Total Excl VAT				
Vat @ 15%				
TOTAL				

NB: The quotation must be on a Letter Head of the Company

South African Social Security Agency
North West Region

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Tel: +27 11 241 8323 • Fax: +27 11 241 8301
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Annexure C:

TECHNICAL SPECIFICATION OF THE BID

Technical specification for X-Ray Machine Unit

Description	
Construction Details	The unit must incorporate a facility to be controlled either from the right or the left-hand side.
	Maximum height including the tunnel shall not exceed 1400mm from the floor level, including the height of the stand referred to below.
	The unit must be quiet when in operation.
	The maximum X-ray, high-voltage must be 75kV.
	Ambient conditions, under which the unit must operate: -0°C to 40°C -relative humidity 95%, non-condensing
	Control elements (pushbuttons, switches, etc.) are to be of sturdy design, selected for severe operating conditions.
	The unit must be of steel base construction suitable for mounting on the fixed stand, to be supplied together with the unit, to raise the level of the top of the conveyor belt to 600mm above floor level and not exceeding 200kg in total weight.
	Discharge rollers to be included with the unit. The discharge roller platform shall be long enough to prevent articles being X-rayed from falling off before it is recovered by the owner passing through, the adjacent metal detector.
	The conveyor belt must be designed for 24 hour, heavy-duty operation.
	The unit shall not be longer than 800mm wide and 2000mm in overall length, including the conveyor belt platform.
Power ratings	The unit has to operate from 230V ±5%, 50 Hz, single phase power supply.
	The maximum running current shall be less than 5A.

	A suitable power point will be provided on the site by others.
Image presentation	Objects of the following dimensions must be able to enter the tunnel: <ul style="list-style-type: none"> - Height: at least 320mm - Width: at least 515mm - Length: unlimited
	Monitor display shall cover not less than 500mm of the object length.
	Full scan volume must be seen on the screen, without any corner cut-off.
	Imaging scale of all objects should be constant with the minimum distortion.
	A zoom facility is essential. The optimum requirement is for the push-button selection of at least 9, independent zoom sectors. The selected sector must be identified by light frame before zoom is activated.
	A colour monitor (non-interlaced), screen size of at least 34cm, is required. Parallel operation of additional monitors, without modification to the unit, must be available.
	The image on the monitor screen must be flicker free.
	Control of brightness and of contrast must be provided on the front panel of the TV monitor.
	Possibility of switching over from "POSITIVE" to "NEGATIVE" image should be available as an option.
	A digital memory is essential.
	The capacity of the digital memory must exceed 1Mbyte.
The number of solid state detectors shall be not less than 448.	
Resolution and penetration	A sample wire with diameter of 0.16mm (AWG 34) must be distinguished on a monitor.
	A minimum number of 256 shades of grey are required to be distinguished on a monitor.
	The image quality on the monitor must be uniform, without distortion in the centre or the edges.

	Penetration of 25mm steel minimum must be guaranteed.
Controls	A mains key switch for 230V main power supply is required.
	Push button – power “ON”.
	3 Push buttons for conveyor control, “GO”, “STOP” & “REVERSE”.
	As a minimum, 9 push button keyboard for zoom sector selection and a separate push button for zoom activation is required.
	A robust, RED, emergency stop push button, fitted in a prominent position on the keyboard, as well as on the X-ray unit.
	Light symbols indicating “X-ray on”.
	Easy operation of the unit is essential.
Passage of luggage through X-ray unit	Objects must be able to be conveyed through the unit in any orientation.
	All objects, also those which are only partially lying flat on the conveyor belt (e.g. laptops, guns, knives, etc.) must be fully screened.
Object representation	The conveyor belt speed should be such that each point of an object, when passing through the unit, will be visible for at least 5 seconds
CONVEYOR BELT	
Loading	At least 70kg over-all weight.
	The conveyor belt must be driven by an almost noiseless drum-motor.
Dimensions	Belt length: < 2000mm
	The height of the top of the conveyor belt above floor level shall not exceed 600mm.
Speed and duty cycle	Conveyor belt speed: approximately 0.18 m/sec.
	Up to 2400 objects must be screened per hour.
Operation	Duty cycle: no warm-up period will be accepted.

Article trays	Article trays (e.g. small and big items) must be provided for per unit.
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Technical specification for Walk-Through Metal Detector Units

Description		
GENERAL	The metal detector shall consist of a free standing walk-through frame with an integral control unit, and shall be suitable to detect metallic objects on a person by means of the magnetic field principle.	
	The metal detector shall be suitable to detect ferrous and non-ferrous metals.	
	The metal detector shall be equipped to eliminate false alarms.	
	The metal detector shall scan the entire area of the walk through area and detect metal objects on a person passing through to the levels as specified.	
	The metal detector should incorporate self-test button to confirm that the system is operating correctly.	
	The metal detector shall be completely tamper proof.	
	The programme and sensitivity push buttons shall be so arranged that tampering by unauthorised persons is entirely eliminated.	
	The metal detector shall not be adversely affected by stationary metal bars or structures in the vicinity of the unit or moving metal near the archway.	
	The metal detector shall be capable of operating adjacent to an X-Ray Machine unit.	
	The detector is intended for indoor use at an altitude of up to 1800m above sea level.	
	The operation of the metal detector shall not be adversely affected by repositioning of the frame within certain limits of its original adjusted position.	
	CONSTRUCTION	The metal detector shall comprise a free standing walk-through frame containing the detector coils and the control unit, complete with a 5m length of flexible cable and 16A 3-pin plug top. The cord and plug top shall comply with the relevant SABS specifications.
		The frame and the control unit shall be of robust construction and the base of the frame shall be designed to ensure rigidity.
The unit shall be able to execute a full body scan and detect metal objects down to the lower feet level within the settings specified.		

	<p>The finish shall be durable and maintenance free.</p> <p>The type of material used for the construction of the frame and control unit must be stated by the Bidder.</p> <p>The colour range in which the metal detectors are available must be stated by the Bidder. SASSA will select a colour finish to suit the environment.</p> <p>All material consisting of metal shall be treated against corrosion.</p> <p>The approximate internal dimensions of the frame shall be as follows: Walk-through height : 2m State Walk-through width</p>
CONTROL SYSTEM	<p>The system shall operate by means of automatic level control adjustable to environmental changes, Without the need to reset.</p> <p>The control unit shall be equipped with the following: "ON-OFF" main switch and "MAINS ON" indicator light.</p> <p>Selector switch with at least ten sensitivity settings, with a maximum sensitivity to consistently detect metal at least the size of a smallest coin.</p> <p>The sensitivity settings shall be consistent at average walking speed.</p> <p>Visual indication in the form of an LED Bar graph indicator having at least five green lights and five red lights representing the "PROCEED" and "ALARM" zones respectively. The indicator shall give an indication of the volume of metal on a person in accordance with the sensitivity settings of the selector switch. When the "ALARM" zone is activated it shall simultaneously activate an audible alarm having a continuous tone and adjustable volume. The alarm system will automatically reset after the metal has passed through the frame.</p> <p>The system shall be modular to facilitate maintenance and repairs.</p>
SAFETY FEATURES	<p>All electronic and electrical components shall be protected by lockable panels.</p> <p>The detectors shall not have any effect on heart pacemakers.</p> <p>The detector shall not effect magnetic storage media or camera film</p>
THROUGHPUT	<p>The system shall accept a passage of at least 50 persons per minute without functional overload.</p>
PLACING IN POSITION AND TESTING	<p>The detector shall be placed in position, tested, commissioned and adjusted to the SASSA requirements by the successful Bidder.</p>

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.

TABLE OF CLAUSES

1. Definitions
2. Application
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5. Use of contract documents and information; inspection
6. Patent rights
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15. Warranty
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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.

- 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.