

NOTIFICATION OF TENDER ADVERT

Bid Number:SASSA:104-23-CS-HO

Bid Description:The South African Social Security Agency hereby invites proposals from potential service provider for the provision of supply and installation of electronic security system(ESS) and equipment at SASSA Head Office.

Name of Institution:South African Social Security Agency

Place where goods, works or services are required:

SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria

Date Published: 24 November 2023

Closing Date / Time: 14th December 2023 @11:00am

Enquiries:

Contact Person:Ms Mogafe Mphahlele

Email: MogafeM@sassa.gov.za

Telephone number: 012 400 2412

FAX Number:

Where bid documents can be obtained:

Website:<https://etenders.treasury.gov.za/>

<https://sassa.gov.za>

Physical Address:Where bids should be delivered:

Physical Address:SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria

Briefing Session

Compulsory briefing session will be held on:

Date:29th November 2023

Time:10:00 am

Venue: SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria



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

South African Social Security Agency
Head Office

SASSA House • 18 Ferreira Street
Nelspruit • Private Bag X55662 • Nelspruit. 1200
Tel: +27 12 754 9346 • Fax: 086 656 4166
www.sassa.gov.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 104-23-CS-HO	CLOSING DATE	14-12-2023	CLOSING TIME	11:00 AM
DESCRIPTION	The South African Social Security Agency hereby invites proposals from potential service provider for the provision of supply and installation of electronic security system(ESS) and equipment at SASSA Head Office.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO Oscar Levendal <OscarL@sassa.gov.za> O:		
CONTACT PERSON	Mogafe Mphahlele		CONTACT PERSON	Moyahabo Mokakabye	
TELEPHONE NUMBER	(012)400 2412		TELEPHONE NUMBER	12 400 2587	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MogafeM@sassa.gov.za		E-MAIL ADDRESS	MoyahaboM@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 PART B:3]
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 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:104-23-CS-HO
Closing Time 11:00 am	Closing date : 14 December 2023

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 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:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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	10	20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9	18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8	16		
B-BBEE Status Level 1 - 2 contributor	7	14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	5	12		
B-BBEE Status Level 3 - 4 contributor	4	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
Others (Non-Compliant)	0	0		
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.				

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

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)...**SOUTH AFRICAN SOCIAL SECURITY AGENCY**.... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number... **SASSA: 104-23-CS-HO** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



TERMS OF REFERENCE:

**APPOINTMENT OF A SERVICE
PROVIDER FOR SUPPLY AND
INSTALLATION OF ELECTRONIC
SECURITY SYSTEMS (ESS) AND
EQUIPMENT AT SASSA HEAD
OFFICE**

1. OBJECTIVE

The main objective of this terms of reference is to invite bids from bidders for the supply and installation of electronic security systems and equipment at SASSA Head Office in Pretoria.

2. BACKGROUND

- 2.1 SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act 13 of 2004).
- 2.2 SASSA Head Office occupies two buildings, namely, Prodinsa and Pencardia 2.
- 2.3 The Control of Access to Public Premises and Vehicles Act 1985, Act No. 53 of 1985 as amended; the Criminal Procedure Act 1977, Act No. 51 of 1977; the Minimum Information Security Standards (MISS); the Minimum Physical Security Standards (MPSS); the SASSA Security Policy and various other legislations that regulate security within the Organs of State, prescribe the implementation of security measures as the most crucial in protecting assets of the state and ensuring business continuity.

3. SCOPE OF WORK AND EXPECTED DELIVERABLES

- 3.1. The supply and installation of the electronic security systems and equipment will include the following:
 - 3.1.1. Decommissioning and removal of the old electronic surveillance and access control system;
 - 3.1.2. Installation of a fully functional electronic surveillance and access control system at the SASSA Head Office, installed and commissioned in line with the scope of work contained herein;
 - 3.1.3. Architectural design charts/documents/plans of the entire electronic surveillance and access control system;
- 3.2. To supply and install electronic security systems and equipment as per the scope of work which must be completed on or before 15 March 2024. Bidders must confirm in writing in their proposals that they will be able to complete the

- required scope of work on the date indicated in the Terms of Reference (**A letter must be attached to the bid document**). Failure to commit to the date of completion of the scope of work will lead to the disqualification of the bid
- 3.3. The bidder must design, supply, install and commission a new IP based access control system. The system must be able to activate IP surveillance cameras to monitor access control events and alarms and display such events at the operator stations. The access control system must control access by means of door status monitoring and biometric access control readers (with card function as well) and must follow a Client-Server Architecture with Multi-site capability.
- 3.4. All bidder(s) are expected to submit the price structure (**Bill of quantities**) and cost breakdown that cover ESS specifications as reflected in the bid document. **Refer to Annexure A (Bill of Quantities)**. Bidders are expected to complete the bill of quantities and submit their pricing based on the items contained therein.
- 3.5. Bidder(s) to submit bid proposals for both buildings at Head Office, as per the attached Annexure (**Annexure B – CCTV and EACS areas**).
- 3.6. All bidder(s) are expected to submit the price structure and cost breakdown that cover security equipment (x-ray machines and walk-through metal detectors) as reflected in the bid document. **Refer to Annexure C (Security Equipment)**.
- 3.7. Installation of the Electronic Access Control System (EACS) which has the following functions:
- 3.7.1. Ability to integrate with Building Management Systems (BMS);
 - 3.7.2. Ability to integrate and manage intruder alarm systems;
 - 3.7.3. Ability to integrate with Perimeter Intrusion Detection System;
 - 3.7.4. Ability to integrate with Microsoft Active Directory;
 - 3.7.5. Must have Compliance Management Functionality with System Health Check Dashboard.
- 3.8. Installation of the Electronic Access Control System which has the following key components:
- 3.8.1. **Internet Protocol (IP) System Controller:** The network-based door controllers must be suitable for management of the doors both on- and

off-line to ensure continuity of operation in an event of connection loss to the server. Each controller must be supplied with a lockable battery back-up cabinet, with back-up power to sustain the controller for a minimum of eight (8) hours;

- 3.8.2. **Reader Interface Door Controllers:** The Reader Interface must be installed inside a lockable cabinet as the IP System Controller and must be clearly labelled for each corresponding door. The door controllers must have anti-pass back functionality;
- 3.8.3. **Biometric readers (high volume/capacity):** The biometric readers must also support access (proximity) cards. The biometric readers must be fully Power-Over-Ethernet compatible;
- 3.8.4. **Proximity readers:** The proximity reader must support for custom encryption keys and support for multiple card technologies such as Mifare DESfire EV1/EV2 and normal 125 kHz proximity and Bluetooth technology;
- 3.8.5. **Magnetic door locks:** 600kg, including accessories. The magnetic locks must be supplied with separate backup power for each access-controlled door;
- 3.8.6. Emergency escape break-glass units;
- 3.8.7. Door status monitors and Sound Bomb
- 3.8.8. **Proximity exit buttons:** No-touch push buttons
- 3.8.9. **Turnstiles:** Turnstiles must be/have the following:
 - a) Full-height, toughened glass (wings and side panels) with brushed stainless-steel frame;
 - b) Bi-directional and electronically controlled in both directions;
 - c) Mechanical key override feature in both directions;
 - d) Lithium battery back-up to eight (8) hours;
 - e) Compatible with any electronic access control system for ease of integration;
 - f) No mid-rotation locking or trapping in case of power failure; etc.
- 3.8.10. **Client PC (Access Control/Security Administrator's workstation);**

3.8.11. 21-inch LED monitor, i7, 16GB upgradable, pre-installed with Operating System, Access Control and Surveillance software (with software client capability), with enrolment reader (cards and biometric) and licensed anti-virus;

3.8.12. **Software programming:**

- a) The system must enable authorized operators to modify access control parameters;
- b) The system must have multiple programmable time schedules, including holiday facilities to enable automatic locking and unlocking of the system;
- c) Assigned passwords must define different levels of access for each individual operator.

3.8.13. **Graphical User Interphase Dashboard:**

Each floor of the building covered by the access control system under this project must be graphically displayed on the access control workstation indicating each door monitored (e.g. card readers and cameras). This interface will also be able to associate access control event with video feeds and alarm event with video feeds.

3.8.14. **Site testing and commissioning**

- a) The final testing of the entire system must be conducted in the presence of, and to the satisfaction of the Senior Manager: Security Management, and/or his/her delegate representing the Agency.
- b) System testing must include, but not limited to functionality of system features and physical components of the system to prove efficiency of all aspects of the system to the satisfaction of the Agency.
- c) All necessary testing equipment must be supplied by the bidder.
- d) The bidder must conduct own commissioning tests prior to the final test to satisfy themselves that every aspect of the system is

working in line with these Terms of Reference, to confirm readiness for final testing;

- e) After a successful final testing the bidder must notify the Agency, in writing that the installation is complete, tested and in working order. All test reports are to form part of the hand-over pack to the Agency.

3.8.15. Training and Induction

- a) During commissioning, the bidder must provide skills transfer to nominated personnel from Security Management and Information Technology or any other section of the Agency;
- b) The bidder must further provide comprehensive off-site training to four (4) officials of the Agency to a level that they will be competent in the operation of the systems and adequately trained to be able to train others;
- c) The bidder will be required to provide induction to the Agency staff on the date, time and venue to be determined by the Agency

4. GENERAL DUTIES AND RESPONSIBILITIES OF THE SUCCESSFUL BIDDER(S)

- 4.1. To supply the quantities and meet the requirements as required without any deviation.
- 4.2. To train SASSA staff on the usage of the system.
- 4.3. The Bidder(s) will be responsible for the hardware/software integration to ensure optimal functioning of all operating systems.
- 4.4. To provide in a Portable Document Format (PDF), all project related report/s as may be requested by SASSA.
- 4.5. To engage and communicate with all technical teams, including SASSA representatives and other stakeholders.
- 4.6. To at all times be responsible for the acts and omissions of his employees providing installation services to SASSA in terms of this agreement while they are acting within the course and scope of their duties and employment.

- 4.7. The successful bidder(s) shall take all possible steps to ensure that the project and the intended execution take place.

5. MANAGEMENT AND SUPERVISION

- 5.1. The bidder(s) must make provision for the Project Manager who shall exercise supervision of project members and technicians and/or activities on behalf of the bidder(s). SASSA shall be notified in writing of the appointment of the Project Manager.
- 5.2. SASSA may delegate to any person any of its powers or functions in terms of this agreement and on receiving notice in writing of such delegation, the bidder(s) shall recognize and obey the delegated person to whom any such powers or functions have been delegated.
- 5.3. The bidder(s) shall exercise adequate supervision over the services rendered and shall be represented by a representative having full power and authority on behalf of the Project Manager. Such representative shall be competent and responsible and shall have adequate experience in carrying out the functions provided in terms of this agreement.
- 5.4. This project must be implemented in line with the scope of work, and must be managed as follows:
- 5.4.1. The bidder must report to the Senior Manager: Physical Security and Vetting or his/her delegate.
- 5.5. The bidder must attend compulsory meetings with the Senior Manager: Physical Security and Vetting or his/her delegate for the duration of the project period. In case of emergency, either party may propose a meeting and both parties must reasonably avail themselves for such a meeting.

6. PENALTIES

- 6.1. In the event that a bidder fails to perform any or all of the service(s) within the agreed timeframes, SASSA has the right, without prejudice to its other remedies under the project, to deduct from the amounts payable, as a penalty.

- 6.2. The bidder will not be entitled to any service credits should the service be delivered within or ahead of target timeframes.
- 6.3. No penalties will be imposed against the bidder in instances where due dates are not met as a result of services that fall outside the scope of the project with the bidder.
- 6.4. The enforcement of a penalty does not exempt the bidder from resolving a problem nor does it stop the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty shall be enforced for subsequent periods of non-performance until resolved.
- 6.5. A maximum penalty principle will be applied when levying penalties for non-performance on the part of the bidder.
- 6.6. Service dispute resolution processes may be triggered due to consistent non-performance on the part of the bidder. During a service dispute, the bidder shall continue to render services in accordance with the service levels. In instances where a service dispute arises, SASSA undertakes to pay such invoices which are not the subject of the service dispute.
- 6.7. Notwithstanding the aforementioned, and without prejudice to any other rights SASSA has, SASSA reserves the right to enter into dispute resolution process at any point in time with the view of project cancellation.

7. LEGAL REQUIREMENTS

- 7.1. The project 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 project shall be settled within the courts of the Republic of South Africa.
- 7.2. Bidder(s) must comply, but not limited to, with the following relevant legislation:
 - a) The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);
 - b) The Private Security Industry Regulations, 2002 dated 14 February 2002;

- c) Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993);
- d) The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993;
- e) The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
- f) The Firearms Control Act, 2000 (Act no. 60 of 2000);
- g) The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
- h) The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);

7.3. Should any of the above be amended or replaced, such replacement or amendment must be adhered to.

7.4. All bidder(s) must be registered with/in the following:

- a) Private Security Industry Regulatory Authority (PSIRA),
- b) Central Supplier Database (CSD),
- c) Compensation for Occupational Injuries and Diseases Act (COIDA),
- d) Unemployment Insurance Fund (UIF).

7.5. SASSA shall not tolerate any unfair labour practices that happen during the duration of the project. Labour disputes are the sole responsibility of the service provider. In the event of a labour dispute the service providers will continue to deploy alternative registered personnel.

8. CONFIDENTIALITY

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

9. GENERAL PROJECT / BID CONDITIONS

- 9.1. The project shall be terminated immediately should the successful bidder(s) no longer qualifies as a service provider in terms of the PSIRA Act, 2001 (Act 56 of 2001).
- 9.2. Any project supplies may on or after delivery be inspected, tested or analysed and may be rejected if found to not be in compliance with the requirements of the bid. Such rejected supplies shall be held at the cost and risk of the bidder who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which meet the requirements of the bid. Should the bidder fail to provide the substitute supplies forthwith, SASSA may, without giving the bidder further opportunity to substitute the rejected supplies, procure such supplies as may be necessary at the expense of the bidder.
- 9.3. SASSA reserves the right to cancel the project forthwith and to terminate the services of the successful bidder(s) without prior notice to do so if the successful bidder(s) becomes unable for any reason whatsoever to implement any terms of the project due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder(s). In such an event, the successful bidder(s) shall, when called to do so, hand over to SASSA all documents which are related to the project.
- 9.4. Should SASSA property or any part(s) of SASSA property be damaged or destroyed, SASSA will, in its discretion determine which part(s) of the property no longer be bound by the stipulations of this agreement and no claim for indemnification in favour of one party against the other shall result from there. In respect of the remaining part(s) of the premises, which will still be used, the stipulations of this agreement will remain in force, but the project amount will be reduced with a relevant sum as mutually agreed to, as of date of such change. If the damaged to property is repaired, SASSA can request the service provider to resume the services. SASSA will provide the service provider with one-month prior notification in which case the stipulations of the project in respect of the rendering of the service and the project price will be applicable.
- 9.5. SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the projecting parties.

- 9.6. The bidder(s) undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as is practically possible before the commencement of this agreement.
- 9.7. To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with the information contained in the **Bill of Quantities** issued by SASSA. Deviation from **Bill of Quantities** could result in a bid being declared non-responsive.
- 9.8. The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.
- 9.9. SASSA reserves the right to conduct security background checks in respect of the recommended bidder(s) and its directors or members and technicians by the State Security Agency (SSA). Appointment of successful bidder(s) will be subject to positive background checks.
- 9.10. All copyright and Intellectual Property herein vests with SASSA.
- 9.11. All deliverables (e.g. documents) produced out of the project will remain the sole intellectual and copyright property of SASSA and will only carry the brand (corporate identity) of SASSA. No co-branding will be allowed.
- 9.12. SASSA may request written clarification regarding any aspect of the proposal (e.g. price confirmation and clarification, verification of certifications, clarification of technical aspects, etc.) The bidders must supply the requested information in writing within the specified time-frames after the request has been made, failing which the bidder's proposal shall be disqualified.
- 9.13. SASSA reserves the right to cancel or reject any proposal and not to award the proposal to the lowest bidder or not to award at all.
- 9.14. SASSA reserves the right to inspect the services rendered by the successful bidder(s) at any time, in order to ensure that the service is rendered in accordance with the conditions of project and applicable specifications.
- 9.15. SASSA reserves the right to ascertain from the Private Security Regulatory Industry (PSIRA) whether the personnel in service are registered with PSIRA.
- 9.16. Each bid shall once they have been submitted and after closure, constitute a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended or withdrawn.
- 9.17. Bid proposals submitted must be bound or in a lever arch file and properly indexed. SASSA will not be held responsible for any information that goes

missing or disappears due to improper packaging and/or indexing of bid documents.

- 9.18. SASSA reserves the right to verify and authenticate all the information supplied in the bid documents by the bidder. If SASSA discovers that fraudulent or unverifiable document was submitted during the bidding process, such will lead to disqualification or cancellation.
- 9.19. SASSA reserves the right to award the bid partially or in full.
- 9.20. SASSA may, for any reason during relevant evaluation stage(s), request any bidder to supply further information and/or documentation.
- 9.21. The appointment of the successful Bidder is subject to the conclusion of Service Level Agreement (SLA) between SASSA and the successful bidder. The SLA shall be prepared by SASSA to include such terms and conditions commonly included in agreements of such nature, with any other terms and conditions which are required by SASSA (whether arising from the specifications of the successful bidder's proposal or otherwise).
- 9.22. SASSA reserve the right to negotiate with the preferred bidder.
- 9.23. Due Diligence:
 - a) SASSA reserves the right to conduct due diligence before the award of the project, to confirm the existence and availability of the services previously or currently rendered by such bidders. Should it be found that the bidder does not meet the prescribed requirements, SASSA will exercise the right to disqualify the bid, as such bid will be deemed as misrepresentation of facts and therefore incapacity on the part of the bidder to render the required services.
 - b) Any bidder(s) found to have misrepresented facts or information in the bidding documents after the due diligence process shall be disqualified and blacklisted in terms of relevant/applicable National Treasury Practice Note(s).
- 9.24. Delays in the performance by the bidder:

- a) Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by SASSA in the bid documents or project;
- b) If at any time during performance of the project, the bidder should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify SASSA in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, SASSA shall evaluate the situation and may at his discretion extend the bidder'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 project;
- c) No provision in a project shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority;
- d) SASSA reserves the right to procure outside of the project small quantities or to have minor essential services executed if an emergency arises and the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available;
- e) Except if provided for, a delay by the bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of penalties, pursuant to relevant clauses in the project, unless an extension of time is agreed upon without the application of penalties;
- f) Upon any delay beyond the delivery period in the case of a supplies project, the bidder shall, without cancelling the project, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformance with the project and to return any goods delivered later at the bidder's expense and risk, or to cancel the project and buy such goods as may be required to complete the project and without prejudice to his other rights, be entitled to claim damages from the supplier.

10. PUBLIC LIABILITY

- 10.1. 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 service provider or any other person that may result from or be related to the execution of this project.
- 10.2. The bidder(s) will be held responsible for any damage 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. SASSA reserves the right to claim for damages against the service provider arising out of negligence and/or poor performance by the service provider or its registered security officers.
- 10.3. Bidder(s) must have public liability insurance with R 5 million cover or a letter from the insurer indicating intention to take up cover at the time of submitting the bid documents.
- 10.4. In the case of the loss or damage to property resulting from providing service, the bidder(s) undertakes to repair/rectify the damage immediately after the notification by Security Management in the Agency. If the bidder(s) fails to act after such notification, SASSA will rectify the damages at will and the costs will be recovered from the bidder(s).
- 10.5. The goods supplied under the project shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the specified manner.

11. WARRANTY

- 11.1. The bidder warrants that the goods supplied under the project 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 project. The bidder further warrants that all goods supplied under this project shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by SASSA's specifications) or from any act or omission of the bidder, that may develop under normal use of

the supplied goods in the conditions prevailing in the country of final destination.

- 11.2. The bidder must provide a **three-year** Original Equipment Manufacturer (OEM) warranty on the Electronic Security System and Equipment provided.
- 11.3. This warranty shall remain valid for **thirty-six months (36) 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 project, and for **thirty-six (36)** months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 11.4. SASSA shall promptly notify the bidder in writing of any claims arising under this warranty.
- 11.5. Upon receipt of such notice, the bidder shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to SASSA.
- 11.6. If the bidder, having been notified, fails to remedy the defect(s) within the specified period, SASSA may proceed to take such remedial action as may be necessary, at the bidder's risk and expense and without prejudice to any other rights which SASSA may have against the bidder under the project.

12. EVALUATION OF PROPOSALS

THE PROPOSALS WILL BE EVALUATED IN LINE WITH THE FOLLOWING CRITERIA:

- 12.1. A compulsory physical briefing session and site inspection will be held at Head Office (Pretoria). Failure to attend the compulsory briefing session and site inspection will lead to the disqualification of the bid.
- 12.2. STAGE ONE: Mandatory and Administrative Requirements

Phase One: Mandatory Requirements

NB: Failure to comply with the following requirements will result in the disqualification of bid proposals. SASSA will conduct due diligence on before the award of the project, to confirm the existence and availability of the services previously or currently rendered by such bidders. Any misrepresentation of facts or information will lead to disqualification of the bid.

Mandatory Requirements	Yes/No
Certified valid Grade B PSIRA Certificate of the Project Manager	
Certified valid Grade B PSIRA Certificate of the Technicians/Team Members	
Certified valid Company PSIRA Registration Certificate	
OEM Certification or Authorization Letter on both the Electronic Security System and Equipment provided.	
Public Liability insurance with R 5 million cover or a letter from the insurer indicating intention to take up the cover	
Valid Certified copy of COIDA certificate or letter of good standing	
Bidders must confirm in writing in their proposals that they will be able to complete the required scope of work on the date indicated in the Terms of Reference (A letter must be attached to the bid document). Failure to commit to the date of completion of the scope of work will lead to the disqualification of the bid.	

Phase Two: Administrative Compliance

Bidder(s) must submit the following documents:

Failure to submit the following documents may lead to the disqualification of the bid.

Administrative Criteria Requirement	Yes/No
A valid B-BBEE Certificate	
A valid Tax Compliance Verification PIN	
Fully Completed and Signed SBD forms	
Proof of CSD registration	
Valid certified copies of identification document of the Project	

Administrative Criteria Requirement	Yes/No
Manager/Team Leader and Team members or technicians	
Company profile attached to the bid document;	

12.3. STAGE TWO: Technical Evaluation Criteria (Functionality)

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

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

A criterion to be considered in evaluating the bid 80/20 in terms of the Preferential Procurement Policy Framework Act is applicable. Table below will be applied in order to evaluate each bid.

Phase 1: Technical Evaluation

CRITERIA		WEIGHT											
Company experience in the supply and installation of electronic security systems and equipment. Bidder(s) must provide or attach award letters/projects/purchase orders in respect of each of the projects completed. A list of contactable references reflecting particulars of projects successfully rendered or existing projects must accompany the bid(s) - reference letters must reflect contact numbers of the current and previous clients. Failure to submit the required proof of experience also relating to the projects completed will disadvantage the bid and a rating of 1 will be allocated.		60											
<table><tr><th>Number of Projects</th><th>Score</th></tr><tr><td>0 to 2</td><td>1</td></tr><tr><td>3 to 4</td><td>2</td></tr><tr><td>5 to 6</td><td>3</td></tr><tr><td>7 to 8</td><td>4</td></tr><tr><td>9 and more projects</td><td>5</td></tr></table>	Number of Projects	Score	0 to 2	1	3 to 4	2	5 to 6	3	7 to 8	4	9 and more projects	5	60
Number of Projects	Score												
0 to 2	1												
3 to 4	2												
5 to 6	3												
7 to 8	4												
9 and more projects	5												

CRITERIA	WEIGHT												
Project plan and methodology Project Implementation Plan outlining 1) how the project will be executed/followed during the implementation phase; 2) specific activities and 3) responsible person(s), 4) timeframes for each activity and 5) further outlining but not limited to the frequency of the meetings between the bidder and the SASSA Senior Manager: Physical Security and Vetting and/or his/her delegate during the installation phase of the project.	40												
<table> <tr> <th>Number of Elements</th><th>Score</th></tr> <tr> <td>1</td><td>1</td></tr> <tr> <td>2</td><td>2</td></tr> <tr> <td>3</td><td>3</td></tr> <tr> <td>4</td><td>4</td></tr> <tr> <td>5</td><td>5</td></tr> </table>	Number of Elements	Score	1	1	2	2	3	3	4	4	5	5	
Number of Elements	Score												
1	1												
2	2												
3	3												
4	4												
5	5												

Bidders must obtain a minimum of 70 points on technical evaluation to qualify for further evaluation on Price and Specific Goals.

Phase two: Price and Specific Goals

Pricing must be in line with the attached bill of quantities (Annexure A) and Annexure C. Bidders must submit a fixed bid price for the required services/quantities.

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

Price and Specific Goals	100
Price	80
Specific Goals	20

Points awarded for Specific Goals will be evaluated for preference as follows:

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

Specific Goals	Number of points (80/20)
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.	

- a) Bidders must submit a B-BBEE verification certificate from a verification agency accredited by the South African National Accreditation System (SANAS) or certified copies thereof and/or a CSD MAAA number and/or an original sworn affidavit indicating the percentage of ownership of all shareholders and/or owners and signed by the commissioner of oaths.
- b) Failure to submit the required documents shall be interpreted to mean that preference points for specific goals are not claimed. The BBEE verification certificate and the original sworn affidavit must have been issued within twelve months.

13. BID AWARD AND PROJECT

The project will be concluded between SASSA and the successful bidder.

SASSA reserves the right to award or not award the tender.

14. ANTI BRIBERY AND CORRUPTION CLAUSES

- a) The bidder represents that it is familiar with (i) the South African Prevention and Combatting of Corrupt Activities Act, Act 12 of 2004, and (ii) other public and commercial anti-bribery laws which may apply ("Anti-Bribery Laws").
- b) The bidder represents that this tender process will be done in compliance with the Anti-Bribery Laws.

- c) The bidder warrants that it and its affiliates have not made, offered, or authorized and will not make, offer or authorize with respect to the matters which are the subject of this tender, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any officer or employee of SASSA or any public official (i.e., any person holding a legislative, administrative or judicial enterprise) office, including any person employed by or acting on behalf of a public agency, or a public or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.
- d) The bidder shall not make any payment (facilitation payment) to any employee of SASSA to solicit a pre-determined outcome on a procurement matter or to speed up an administration process in the realization of a pre-determined outcome.
- e) The bidder represents that, to the best of its knowledge and belief, and save as disclosed to SASSA, neither it nor any of its personnel have been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any breach of the Anti-Bribery Laws by any law enforcement, regulatory or other government agency or any customer or supplier; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any breach of the Anti-Bribery Laws, or been debarred from bidding for any project or business; or are public officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of the company. The bidder agrees that if, at any time, it becomes aware that any of the representations set out in this clause are no longer correct, it will notify SASSA of this immediately in writing.
- f) Any breach of or failure to comply with the provisions of this clause shall be deemed material and shall entitle SASSA to disqualify the bidder.

15. SECURITY PROJECT ARRANGEMENTS

The Security Management at Head Office, Pretoria will be responsible for the overseeing of security project. Address of where bids must be submitted:

SASSA House

501 Prodinsa Building
Corner Pretorius and Steve Biko Street
Arcadia
Pretoria

The following contact details in respect of enquiries will apply:

Technical enquiries

Contact Person
Mr. Moyahabo Mokakabye

Supply Chain Management

Contact Person
Ms. Mogafe Mphahlele

16. BRIEFING / INFORMATION SESSION

A compulsory physical information/briefing session will be held at SASSA Head Office on the date to be determined by SASSA, i.e. at **SASSA House**

501 Prodinsa Building
Corner Pretorius and Steve Biko Street
Arcadia
Pretoria

Prospective bidders must sign the attendance register during briefing session as proof of their attendance.

Prospective bidders that do not attend the compulsory briefing session will be disqualified from the bid evaluation process

All enquiries, questions and requests for clarification that may arise in relation to this Bid will be addressed during the briefing session.

Project Price List

#	Description	QTY
1	Access Control, Exit Sensor - No Touch 12VDC	1
2	Access Control, Reset Break Glass +buz +LED, Green Triple Pole 12-24V	1
3	Access Control, Door Closer Heavy Duty 40-65Kg	1
4	Access Control, Bracket ZL for SP600 lbs LK118 Maglock	1
5	Access Control, Maglock SP600lbs (272Kg) 12/24VDC & LED	1
6	Access Control, Main Door Controller	1
7	Access Control, Card Reader, Mifare Desfire EV1 + iClass 125KHz	1
8	Access Control, Card Reader, Mifare Desfire EV1	1
9	Access Control, Reader Mount Box/Accessories	1
10	Access Control, Door Controller, Interface Module	1
11	Access Control, Key Box - Slim On / Off Key Switch	1
12	Containment, 25mm Galvanised Steel Bosal Conduit per meter	1
13	Access Control, Controller Enclosure	1
14	Access Control, Stainless Custom Fabricated Back Plate for Reader mounting	1
15	Cable, Mylar 4 Pair 0.2	1
16	Cable, Mylar 4 Pair 0.4	1
17	Turnstile, TRITON full height, three wing, octagonal, single glass turnstile - Single turnstile - SS - Fail Secure or similar	1
18	Turnstile, TRITON full height, three wing, octagonal, double glass turnstile - Single turnstile - SS - Fail Secure or similar	1
19	Full height aluminium and glass door - automatic (1 000mm wide x 2 125mm high) - Automatic - SS - Right Handed or similar	1
20	Cubicle	1
21	Camera Type1 (Dome)	1
22	Camera Type2 180 View Multi	1
23	Camera Type3 360 View Fisheye	1
24	Camera Type4 Bullet	1
25	Camera Type5 PTZ	1
26	Workstation i7 8GB Ram, Win 11 pro, 2x 21" LED	1
27	40" CCTV Screen 24/7/365	1
28	24-Port POE Switch 10/100/100 with 2SFP	1
29	16-Port POE Switch 10/100/100 with 2SFP	1
30	8-Port POE Switch 10/100/100 with 2SFP	1
31	Removal Of Existing Equipment and Disposal Thereoff per Hour	1
32	CAT 6 Cable per meter	1
33	CAT 5 Cable per meter	1
34	4-Core Fibre Cable Single Mode Per meter	1
35	8-Core Fibre Cable Single Mode Per Meter	1
36	Training of Operators and Users Per Hours	1
37	Senior Technician Per Hour	1
38	Junior Technician Per Hour	1
39	Assitant Labourer Per Hour	1
40	Engineer Per Hour	1

41	Project Manager Per Hour	1
42	Travelling per KM	1
43	Video Management Server to run 100 AI Camera	1
44	Access Control Server to Run 100 Doors	1
45	Camera License	1
46	Access Control Door License	1
47	Backup UPS System 5KVA load for 30 monutes	1
48	Design Drawing and As-builts per floor set	1
49	Monthly Maintenance Fee 2* Onsite Technicians (System uptime 99,99%)	1
50	Drilling though walls - Normal Wall	1
51	Core Drilling	1
52	Trenching & Close Hard Soil	1
53	Trenching & Close Concrete	1

FLOORS	NO. OF CAMERAS	CAMERA TYPE	NUMBER OF DOORS		BIOMETRIC
9th floor	3	180 Multi View		4	
8th floor passage	3	180 Multi View			
8th floor	0	Dome		3	
7th floor	3	180 Multi View		3	
6th floor	3	180 Multi View		3	
5th floor	3	180 Multi View		3	
4th floor	3	180 Multi View		3	
3rd floor server inside	1	Dome			
3rd floor	3	180 Multi View		3	
2nd floor	3	180 Multi View		3	
Courtyard Parking	2	Dome			
1st floor	3	180 Multi View		3	
Ground floor lifts	1	Multi View		4	
Reception	2	Dome		4	
Control room	1	Dome		1	
SCM Podium	1	Multi View		2	
Library Balcony	1	Multi View			
Pretorius	1	TPZ			
Staircases	18	Bullet			
Foyer	3				
HCM Back yard	1	180 Multi View			
Steve Biko	1	TPZ			
Main gate	1				
Basement one	3				
Basement lift lobby	1	Dome		1	
Basement stationery	1				
SASSA Vehicle Parking	1				
Basement two	1				
Basement Three	1				
Pencardia 4 lift lobby	1	Dome			
Pencardia 4 passage	1	Dome			
Beneficiary waiting	1	Dome			
Pencardia 3 lift lobby	1	Dome			
Pencardia 3&4	11	Dome & 180 Multi View		4	
Total	84			46	

READER		MAGLOCKS
8		4
6		3
6		3
6		3
6		3
6		3
6		3
6		3
6		3
8		4
8		4
2		1
4		2
2		1
8		4
92		44

ANNEXURE C

XRAY MACHINE SPECIFICATION Must provide optimal image quality for screening small objects such as purses, bags, pouches or packages. Design must offer high performance regarding steel penetration and wire resolution.	
Tunnel dimensions	620 (W) x 330 (H) [mm]
Max. object size	610 (W) x 320 (H) [mm]
Conveyor height	approx. 690 mm (27.2")
Conveyor speed at mains frequency 50 Hz / 60 Hz	approx. 0.2 / 0.24 [m/s]
Max. conveyor load even distributed over the whole conveyor	100 kg (220 lbs)
Resolution (wire detectability) 2	standard
X-ray dose	standard
Film safety	up to ISO 1600 (33 DIN)
Duty cycle	100 %, no warm-up procedure required

SPECIFICATIONS: WALK-THROUGH METAL DETECTOR

- Cellular-Free technology: elimination of nuisance alarms in General Public applications
- Minimum floor space required
- Direct selection of the Security Level (IS function)
- Acoustic and Visual Signaling
- Water resistant, suitable for indoor and outdoor use.
- Completely modular: quick installation without tools
- Very high Reliability
- Detection of magnetic, non-magnetic and mixed alloy metal weapons.
- All functions programmable and controlled by a microprocessor
- Programming via built-in keypad and display or RS-232 serial connection calibration
- Easy maintenance: modular control unit for a rapid replacement
- Programming access protected by hardware key
- High speed of detection

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- Very high immunity to electromagnetic and mechanical interference
- Control unit incorporated into the detector to Remote Control Unit (RCU2), a PC or a computer network

