

NOTIFICATION OF TENDER ADVERT

Bid Number:SASSA: 50-23-GA-MP

Bid Description:The South African Social Security Agency hereby invites proposals from potential service providers for the Appointment of service provider/s for issuing of Social Relief of Distress (SRD) through the provision of Humanitarian Aid and Hot Meals to disaster affected clients in SASSA Mpumalanga Region for a period of Thirty-Six(36) months.

Name of Institution:South African Social Security Agency

Place where goods, works or services are required:

SASSA Mpumalanga Regional Office, 18 Ferreira Street 1201

Date Published: 04 October 2023

Closing Date / Time: 26 October 2023 @11:00am

Enquiries:

Technical Enquiries

Contact Person: Ms LP Mthimunye

Email: lungilemt@sassa.gov.za

Telephone number: 013 754 9436

Administration Enquiries

Contact Person: Ms G Masango

Email: guguma@sassa.gov.za

Telephone number: 013 754 9356

Where bid documents can be obtained:

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

<https://sassa.gov.za>

Physical Address:Where bids should be delivered:

SASSA Mpumalanga Regional Office, 18 Ferreira Street 1201

Non-Compulsory Briefing Sessions

Venue: **41 Bester Street (Nelspruit 1200)**

Date:11 October 2023

Time:10:00 am

Venue: **35 Joubert Street (Ermelo 2350)**

Date:13 October 2023

Time:11:00 am



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

PART A INVITATION TO BID

| | | | | | |
|---|---|--------------|--|-------------------------------|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | SASSA:50-23-GA-MP | CLOSING DATE | 26 OCTOBER 2023 | CLOSING TIME | 11:00 |
| DESCRIPTION | Appointment of service provider/s for issuing of Social Relief of Distress (SRD) through the provision of Humanitarian Aid and Hot Meals to disaster affected clients in SASSA Mpumalanga Region for a period of Thirty-Six(36) months. | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| SASSA House Mpumalanga Regional Office 18 Ferreira Street, Nelspruit, 1200 | | | | | |
| | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Gugu Masango | | CONTACT PERSON | Lungile Mthimunye | |
| TELEPHONE NUMBER | (013) 754-9356 | | TELEPHONE NUMBER | (013) 754-9436 | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | N/A | |
| E-MAIL ADDRESS | Guguma@sassa.gov.za | | E-MAIL ADDRESS | Lungilemt@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:

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

[illegible]

Stamp out social grants fraud and corruption
Call 0800 60 10 11 / 0800 701 791

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:

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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:

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{\max} = 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:

.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goodsStipulated minimum threshold

Blankets

100%

Mattress

90%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula EU GBP

| Calculation of local content | | | | | | Tender summary | | | | | |
|------------------------------|---------------|--------------------------------|-------------------------|--|----------------|----------------|----------------------------|------------|--------------------|---------------------------------|------------------------|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value- net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
| 1 | | | | | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | | | | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | | | | | | | | | | | |
| 15 | | | | | | | | | | | |

Signature of tenderer from Annex B

Date:

(C20) Total tender value
 (C21) Total Exempt imported content
 (C22) Total Tender value net of exempt imported content

(C23) Total imported content
 (C24) Total local content
 (C25) Average local content % of tender

| EXAMPLE | | Annex C | | SATS 1286.2011 | |
|--|---------------------------|---|--|---|--|
| Local Content Declaration - Summary Schedule | | | | | |
| (C1) | Tender No. | The number of the tender you are responding to | | Note: VAT to be excluded from all calculations | |
| (C2) | Tender description: | Summarized description of current tender | | | |
| (C3) | Designated products: | The designated product listed in Paragraph 2 of SBD 6.2 | | | |
| (C4) | Tender Authority: | The Organ of State which issued the tender | | | |
| (C5) | Tendering Entity name: | Your company / enterprise name | | | |
| (C6) | Tender Exchange Rate: | US \$ or EU € or GBP £ or any other currency | The rate in Rand of the currencies you use to buy the goods from foreign suppliers | | |
| (C7) | Specified local content % | The designated percentage listed in paragraph 2 of SBD 6.2 in the tender document | | | |

| Calculation of imported content. | | | | | | | | Summary | | | | |
|---|---|---|---|---|---|----------------------------|---|--|-----------------------------------|-----------------------------------|-----------------------------------|--|
| Tender item no's | List of items | Tender price - each (incl. VAT) | Exempted imported value | Tender value-net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Quantity | Total tender value | Total exempted imported content | Total imported content | |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) | |
| Number of each line item in your price list | List each line item subject to designated group | The tender price for each line item per line item | Exempted value of imported goods per line item - Annexure D Section A | Column C10 less column C11 | Imported value of goods per line item - Annexure D Section B, C & D | Column C12 less column C13 | Column C14 divided by column C12 as a % | The total number of goods per line item | Column C10 multiply by column C16 | Column C11 multiply by column C16 | Column C13 multiply by column C16 | |
| | | | | | | | | (C20) Total tender value (Total of column C17) | | | | |
| | | | | | | | | (C21) Total Exempt imported content (Total of column C18) | | | | |
| | | | | | | | | (C22) Total Tender value net of exempt imported content (Sum of C20 Less C21) | | | | |
| | | | | | | | | (C23) Total Imported content (Total of column C19) | | | | |
| | | | | | | | | (C24) Total local content (Sum of C22 less C23) | | | | |
| | | | | | | | | (C25) Average local content % of tender ($C25 = [1 - \frac{C23}{C22}] \times 100$) | | | | |

| | |
|---|-------------------------------------|
| Signature of bidder from Annexure B <u>The authorized person's signature</u> | Date: <u>The date of completion</u> |
|---|-------------------------------------|

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | TOTAL PREFERENCE POINTS CLAIMED | POINTS CLAIMED FOR EACH SPECIFIC GOAL |
|----------|---------------------------------------|-------|-----------------|---------------------------------|---------------------------------------|
| | | | | | |

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

| | |
|-----|---|
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| 6. | Patent rights |
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| 8. | Inspections, tests and analysis |
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| 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 consignee's 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 markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

- | | |
|---|---|
| 16. Payment | <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 | <p>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</p> <p>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.</p> |
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 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 | <p>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).</p> <p>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.</p> |

- 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.



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SOUTH AFRICAN SOCIAL SECURITY AGENCY

**TERMS OF REFERENCE FOR AN APPOINTMENTS OF SERVICE PROVIDER
FOR THE ISSUING OF SOCIAL RELIEF OF DISTRESS THROUGH THE
PROVISION OF HUMANITARIAN AID AND HOT MEALS TO DISASTER
AFFECTED CLIENTS FOR A PERIOD OF THIRTY SIX (36) MONTHS**

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ACRONYMS

| | | |
|---------------|----------|--|
| SASSA | : | South African Social Security Agency |
| MP | : | Mpumalanga |
| SBD | : | Supplier Bidding Documents |
| TCC | : | Tax Clearance Certificate |
| B-BBEE | : | Broad Based Black Economic Empowerment |
| CIPC | : | Companies and Intellectual Property Commission |
| CIPRO | : | Companies and Intellectual Property Registration Office |
| VAT | : | Value Added Tax |
| SABS | : | South African Bureau of Standards |
| HACCP | : | Hazard Analysis and Critical Control Points |
| OHS | : | Occupational Health and Safety |
| CSD | : | Central Supplier's Database |
| SRD | : | Social Relief of Distress |

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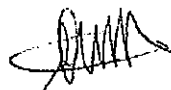
GLOSSARY

1. **Agency:** The South African Social Security Agency established by the South African Social Security Agency Act 2004
2. **Beneficiary:** Any person who receives social assistance in terms of the Social Assistance Act 2004
3. **CSD:** Central Supplier Database
4. **Disaster:** Any progressive or a sudden, widespread or localised natural or human-caused occurrence which cause or threatens to cause death, injury or disease, damage
5. **SASSA:** South African Social Security Agency
6. **Service provider:** Any person or entity excluding employees of the Agency, who renders service for and on behalf of the Agency.
7. **SRD (Social Relief of Distress):** Refers to short-term relief for addressing crisis.
8. **Procurator:** Any person appointed by a beneficiary or the Agency to receive assistance on the beneficiary's behalf.
9. **SBD:** Standard Bidding Form
10. **SARB:** South African Reserve Bank
11. **Local Content:** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place
12. **Stipulated minimum threshold:** means that portion of local production and content as determined by Department of Trade and Industry
13. **Retailer:** is a business that sells goods or services directly to consumers, with the goal of earning a profit.
14. **Service provider -** Organization, business or individual that offers service to others in exchange for payment.
15. **Supplier:** a person or organization that provides something needed such as a product or service

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1. INTRODUCTION

The South African Social Security Agency (SASSA) has been established in terms of Section 2 of the South African Social Security Agency Act, 2004 (Act No.9 of 2004). SASSA is a schedule 3A statutory body in terms of the Public Finance Management Act 1999 (Act No.1 of 1999, as amended), which is responsible for the management, administration and payment of social assistance.

2. PURPOSE

To secure the services of suitable service providers in various areas within Mpumalanga, at both district and local levels, to provide Humanitarian Aids and Hot meals to identified beneficiaries affected by disaster, for period of thirty six (36) months

3. BACKGROUND

3.1 Social relief of distress is one of the SASSA grant types yet to provide immediate relief to families in distress or in dire need, and are unable to meet their families' most basic needs. Part of the intervention in SRD is the provision of humanitarian aid and hot meals to identified beneficiaries affected by disaster. It is against this background that SASSA Mpumalanga region invite service providers to submit their bids to provide humanitarian aid and hot meals to identified beneficiaries affected by disaster for the period of 3 years.

3.2 During disaster some beneficiaries might be accommodated in Community halls/Churches, neighbors and schools due to the extent of the disaster, and they might have lost all their belongings hence assistance from SASSA might be required .

4. OBJECTIVES

4.1 To appoint service providers from suitable bidders to contract with SASSA for the provision of humanitarian Aid and Hot meals to identified beneficiaries when there is a disaster.

4.2 Supply provision according to SASSA approved specification.

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5. DELIVERABLES

- 5.1 The bidder must have the ability to deliver the humanitarian services when there is any form of disaster.
- 5.2 Humanitarian relief is provided where victims are displaced, and might be housed in community halls, communal facilities, churches or any other alternative accommodation such as neighbours.
- 5.3 Humanitarian relief should be delivered within 12 hours according to the SASSA specification
- 5.4 Delivery note will form part of the substantiating documents for the payment of Invoice(s) for the provision of hot meals and other humanitarian Aid/relief.

6. SASSA'S RESPONSIBILITIES

- 6.1 SASSA shall provide the service provider with all data required to render the services such as:
 - 6.1.1 Number of people affected
 - 6.1.2 Physical Addresses where goods should be delivered.
 - 6.1.3 Contact details of the site co-ordinator/ Local office manager,

7. MONITORING AND EVALUATION

- 7.1. The service provider will be expected to enter into a service level agreement with SASSA and the following will be done:
 - 7.1.1. Compliance with SLA/Contract will be strictly monitored as per the SASSA contract management and administration.
 - 7.1.2. Beneficiaries will be interviewed to validate quality of service rendered and bidder's ability to provide the required services will be evaluated and reviewed.
 - 7.1.3. Ad-hoc inspections will be conducted at random intervals.

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8. BID CONDITIONS

- 8.1 Any misrepresentation of information will lead to disqualification of the bid.
- 8.2 The Agency reserves the right to award a bid based on the best value for money, even if such a bid is not of the lowest price.
- 8.3 The Agency reserves the right to cancel or not to award the bid to any service provider.
- 8.4 The Agency reserve the right to cancel this bid at any time with no cost implications.
- 8.5 The Agency reserves the right to appoint one (1) or more service providers or not to appoint any service provider at all.
- 8.6 The Agency reserves the right to award the whole bid or part of it to one service provider
- 8.7 Ability to issue goods on credit, and carry costs for a period of at least 30 days
- 8.8 The Agency will not be liable for any costs incurred by the bidder in the preparation, presentation and submission of the bid.
- 8.9 The Agency reserves the right not to accept any of the proposals submitted by service providers.
- 8.10 Service providers will be rotated as and when there is a need.
- 8.11 The contract shall be concluded between SASSA and the successful service provider(s).
- 8.12 The contract period is from the date of the last signatory.
- 8.13 The goods to be supplied must indicate the expiration dates.
- 8.14 Food prepared for beneficiaries should be inspected by local environmental health practitioners to ensure food safety standards
- 8.15 Environmental Health practitioners to issue certificates
- 8.16 No delivery shall be made prior receipt of a purchase order from the agency
- 8.17 No delivery shall take place without the representative from SASSA

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- 8.18 The agency shall pay the service provider within 30 days of receipt of a valid invoice
- 8.19 Each bid, once submitted constitutes a binding and Irrevocable offer to provide the services on the terms set out in the bid, which cannot be amended after its date of submission.
- 8.20 SASSA may, for any reason and at any time during the selection process, request any bidder to supply further information and/ or documentation.
- 8.21 Any information must be regarded as confidential and may not be used for any purpose other than the one intended without a written consent of the agency.
- 8.22 The successful bidder will be published on e-tender or SASSA website
- 8.23 Bidders must initial every page of the bid specification and bid proposal
- 8.24 The goods supplied should conform to the standards of the approved specification.

9. NON-COMPULSORY BRIEFING SESSION

All interested service providers are encouraged to attend the non-compulsory briefing sessions that will take place in Gert Sibande and Ehlanzeni as per the addresses indicated below:

Venue 41 Bester Street (Nelspruit 1200)

Venue: 35 Joubert Street, (Ermelo 2350)

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10. BID EVALUATION CRITERIA

Bid proposals shall be evaluated in accordance with the 80/20 principle.

The evaluation shall be conducted as follows:

The bid proposals shall be evaluated in accordance with the 80/20 principle. The evaluation shall be conducted as follows:

Phase One: Special Condition

Phase Two: Administrative compliance

Phase Three: Functionality Criteria

Phase Four: Price and Specific goals

10.1 Phase One: Special Condition

Failure to meet the following special condition will result in the Disqualification of the bid.



- Bidder to submit reference letters from companies where the work was successfully executed stating contract period, of similar nature of service (not older than 5 years from the closing date of the bid)
- Bidders to submit project plan with contingencies.

Local Content evaluation

A bid may be disqualified if the tender failed to achieve the stipulated threshold for local production and content and the declaration certificate for local content (SDB 8.2 and Annexure C).

| Industry/ Sector/Sub-sector | Minimum threshold for local Content |
|-----------------------------|-------------------------------------|
| Blankets | 100% |
| Mattress | 90% |

- The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the SARB at 12:00 on the day of the advertisement of the tender.

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- The following is the formula to calculate local production and content:

$$LC = 1 - (X+Y) \times 100$$

LC=Local Content

X=Imported price

Y=Bid price excluding value added tax (VAT)

- Prices referred to in the determination of X must be converted to South African Rand by using the exchange rates published by SARB at 12:00 on the day of the advertisement of the tender.
- Fully completed and signed Annexure C

10.1.2 Phase Two: Administrative Compliance

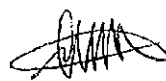
| NO | Administrative Compliance |
|----|---|
| 1. | Proof of Registration on the Central Supplier Database (CSD) with National Treasury |
| 2. | Tax verification PIN and TAX compliant status on CSD |
| 3. | Certified copy of CIPC registration(not older than 3 months) |
| 4. | Certified Identify Documents of Directors/Members as per CSD registration report (certified within 3 months). |
| 5. | Fully completed, dated and signed Standard Bidding Document forms(SBDs),SBD4, SBD 6.1 ,SBD 6.2 (Annexure C) , SBD 7.1 |

NB: Failure to comply with the above requirements may lead to disqualification of the bid.

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10.1.3 Phase three FUNCTIONALITY CRITERIA

Bids will be evaluated based on the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criteria will be:

1=poor, 2=average, 3=good, 4=very good and 5=excellent

| Description of criteria | Weight |
|---|--------|
| Experience Bidders past number of projects on supply and delivery of humanitarian aids and hot meals or any other related projects | 35 |
| <ul style="list-style-type: none">• 0-2 projects(1)• 3-5 projects(2)• 6-8 projects(3)• 9-11 projects(4)• 12 projects and above(5) Bidders highest value of past project on supply and delivery of humanitarian aid and hot meals or any other related projects(35) | 35 |
| <ul style="list-style-type: none">• R0-R30000(1)• R30 001-R100 000(2)• R100 001-R200 000(3)• R200 001-R400 000(4)• R400 001 and above (5) Bank letter of good standing or letter of intent signed by the Financial Credit Service Provider registered with NCR | 10 |
| <ul style="list-style-type: none">• Letter grade F(1)• Letter grade E(2) | |

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| <ul style="list-style-type: none"> • Letter grade D (3) • Letter grade C (4) • Letter grade A or B (5) | |
| <p>Methodology</p> <p>Detailed methodology to cover the scope of work on how it will be performed.</p> <p>Execution strategy</p> <p>The Bidders must indicate as to how they will deliver to the agency when awarded with the tender. They should outline the capacity at their disposal and how that will make them succeed in providing Humanitarian aid and hot meals in line with our SASSA requirements. Below are aspects to be covered on the execution strategy:</p> <p>A) Sourcing of Goods</p> <p>B) Delivery capacity</p> <p>C) Infrastructure/ Warehouse facilities</p> <p>D) Transportation plan</p> <ul style="list-style-type: none"> • No execution strategy(1) • Strategy detailing one aspect(2) • Strategy detailing two aspects(3) • Strategy detailing three aspects (4) • Strategy detailing all aspects (5) <p>Contingency plan</p> <p>The bidders must be in a position to outline how they will deliver when given an order; bearing in mind that load shedding is ravaging our country. Determine whether the bidders will be in a position to deliver on our requirements despite the challenges or any other unforeseen circumstances. Below are aspects to be</p> | 20 |

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| covered on the contingency plan: | |
| A) Alternative source of supply | |
| B) Alternative transportation on damaged infrastructure | |
| C) Business premises (back-up power) | |
| <ul style="list-style-type: none"> No contingency plan(1) Contingency plan detailing one aspects (1) Contingency plan detailing two aspects (2) Contingency plan detailing three aspect (3) Contingency plan detailing four aspects (4) Contingency plan detailing more than the three aspects (5) | |
| Total | 100 |

NB: Bidders that fail to score a minimum of 70 points for functionality will be disqualified

Phase Four: Price and Specific goals

Bidders to submit prices schedule on the below listed items:-

ANNEXURE A

11. PRICING STRUCTURE WITH LIST OF ITEMS

11.1 HUMANITARIAN AID

| No | Item Description | Price Exclusive of VAT | VAT | Price Inclusive of VAT |
|----|--|------------------------|-----|------------------------|
| 1 | 1 Single bed blanket (1ply embossed super soft mink blanket (width 910mm and length 1880mm) packaged in a zipped clear plastic pocket; | | | |
| 2 | 1 single bed thick foam mattress (minimum of 150mm, width singly 910mm and length 1880mm. 20mm high density single foam mattress) per | | | |

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| | single thick foam mattress per person; | | | |
| 3 | Baby pack: 30 disposable nappies, 100g baby soap, 100g Vaseline, face cloth, pack of 40 baby wipes, 250g baby cereal and 900g baby formula (box packaging); | | | |
| 4 | Vanity pack (male) Vanity Pack per person containing – 1 toothbrush, 100ml toothpaste, 2x razor packs, 1 roll single ply toilet paper, face cloth, roll-on deodorant, 1 bar of soap and 100g Vaseline. These vanity packs should be packaged in a zipped up vanity bag; | | | |
| 5 | Vanity pack (female) vanity pack per person containing - 1 toothbrush, 100ml toothpaste, 1 roll single ply toilet paper, 20x sanitary pads, face cloth, roll-on deodorant, 1 bar of soap and 100g Vaseline. These vanity packs should be packaged in a zipped up vanity bag. | | | |

11.2 HOT MEALS

| No | Item Description | Price Exclusive of VAT | VAT | Price Inclusive of VAT |
|----|---|------------------------|-----|------------------------|
| | Breakfast (tea/coffee/juice/soup, x2 sandwiches (4 slices); with assorted filling or/and porridge and a fruit) per person (individually wrapped: using biodegradable packaging) | | | |
| | Hot meals – Lunch (a fruit, x2 sandwiches (4 slices) + 1 piece of meat chicken/wors & fruit juice per person; (individually wrapped: using biodegradable packaging) | | | |
| | Hot meals – Dinner (tea/coffee/juice/soup, beef/chicken stew with x2 vegetables, rice/pap/samp per person.) (individually wrapped: using biodegradable packaging) | | | |

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12. ENQUIRIES

12.1 Technical enquiries may be directed to the Project Manager:

- Name & Surname: Mthimunya LP
- E-mail: Lungilemt@sassa.gov.za
- Contact: 013 754 9436

12.2 Supply Chain Management queries may be directed to:

- Name & Surname: Masango G
- E-mail: GuguM@sassa.gov.za
- Contact: 013 754 9358

Annexure A.



Name of Service Provider: _____

District: _____

Local Municipality: _____

Village / Township: _____

Contact Name: Cell No: _____

| Assessment Tool | Yes/No | Comments |
|--|--------|----------|
| 1. Location site & surroundings | | |
| Is the warehouse located away from environmentally polluted areas | | |
| Surroundings (e.g. drainage, ground etc.) is clean & properly maintained. | | |
| Free from storage of waste & unused items. If building is surrounded by vegetation it shall be well tended. | | |
| 2. Structure, Design & maintenance | | |
| Wall, ceiling & indoors should be durable, impervious, smooth, clean, no flaking of paint. | | |
| Floors should be smooth, clean, durable, no hole, free from litter & stagnation of water | | |
| No damage or flaking of paint at the joint between wall & floor | | |
| All opening to exterior shall have tight-fitting doors, windows & effective screens | | |
| Overhaul fixtures are designed to prevent dirt & condensation accumulation & are clean | | |
| Adequate ventilation to prevent unacceptable accumulation of heat, condensation or odors | | |
| Lighting is adequate & in good condition | | |
| Lighting fixtures (inclusive used in electric fly-killing devices) located in areas where there are open products are polluted | | |

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| Assessment Tool | Yes/No | Comments |
|--|--------|----------|
| Effective loading & unloading system & appropriate areas are provided | | |
| 3. Storage Facilities & Practices | | |
| Appropriate shelving/racking system which is clean & in good repair | | |
| If wooden shelving is used, it must be maintained smooth & easily cleanable | | |
| Food items are stored off the floor & away from the wall. | | |
| Proper stock rotation (First In First Out) is practiced. | | |
| Food items are stored at appropriate temperatures with proper temperatures monitoring & recording. | | |
| Temperature monitoring devices are in good condition & calibrated periodically | | |
| All food items are covered properly | | |
| Appropriate segregation of cooked/ ready -to-be-consumed products from raw products. | | |
| Food items are stored separately from non-food items as well. | | |
| Chemicals, detergents & other cleaning material are stored in designated areas away from food items. | | |
| All non-conforming/damaged products are clearly identified & separate in designated area for appropriate disposition. | | |
| No storage of food items in food storage prohibited areas such as locker rooms, toilets, garbage rooms mechanical rooms, open exterior area & etc. | | |
| No gasoline/diesel driven forklift. | | |
| No eating, smoking spitting or any unhygienic practices in food storage area. | | |
| 4. Pest Control | | |
| No sign of pest infestation | | |
| Carried out by external pest controller/trained staff | | |
| Toxic rodent baits are not used in food storage area | | |



*paying the right social grant, to the right person,
at the right time and place. NJALOI*

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Mpumalanga Region

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| Assessment Tool | Yes/No | Comments |
|---|--------|----------|
| No insect-expelled type of fly-killing devices is used at open product areas | | |
| 5. Waste Disposal Adequate & appropriate refuse containers are provided. All waste is removed at regular intervals | | |
| Containers used for waste are clearly identified, covered. | | |
| 6. Staff Facilities Toilets shall be adequately segregated & shall not open directly into food storage area | | |
| Toilets shall be provided with hand washing facilities comprising of water taps, liquid soap & appropriate drying facilities. | | |
| Toilets are clean & kept close; toilet facilities are in good working order. | | |
| 7. Food Items Identification & Traceability All food items are properly labelled. | | |
| Effective traceability system & recall capability. | | |
| 8. Dispatch & Transport Food vehicles are internally lined with appropriate material & provided with suitable facilities. | | |
| Frozen/chilled food items are transported at proper temperatures with transportation temperature being monitored. | | |
| Vehicles are covered, clean free from pest infestation & other contaminants | | |
| Separate food vehicles are used for unpack/high-risk raw food items & packed finished product or vice versa | | |
| 9. Training programs Good warehouse practices /food handling training are provided to staff. | | |
| 10. Documentation & records Cleaning Schedule & records | | |



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at the right time and place. NJALO*

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| Assessment Tool | Yes/No | Comments |
|---|--------|----------|
| Calibration records for temperature monitoring/measuring equipment | | |
| Storage monitoring records | | |
| Pest control is documented & records are maintained | | |
| Food vehicles cleaning & maintenance records/container inspection records | | |
| Overall comments of the warehouse | | |
| | | |

Full Name & Surname of the Inspector

Signature

Date



Paying the right social grants, to the right person, at the right time and place. NJALO!

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Mpumalanga Region

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