

## **SASSA: 78-23-COM-NW**

### **INVITATION TO BID**

**SASSA: 78--23-COM-NW APPOINTMENT OF A SERVICE PROVIDER(S) FOR WRAPPING OF POOL VEHICLES FOR SASSA NORTH WEST.**

**PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:**

**: SASSA HOUSE (MEGA CITY BUILDING)  
CORNER SEKAME AND DR JAMES MOROKA  
MEGACITY MMABATHO  
2735**

**ADVERTISING DATE: 21 NOVEMBER 2023  
CLOSING DATE: 12 DECEMBER 2023  
TIME : 11:00**

**TECHNICAL ENQUIRIES CAN BE DIRECTED TO:**

**CONTACT PERSON : Ms Tsholofelo Morifi  
CONTACT NUMBER : 018 397 3847**

**SUPPLY CHAIN MANAGEMENT ENQUIRIES CAN BE DIRECTED TO:**

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

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



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South African Social Security Agency  
North West Cape Region

SASSA REGIONAL OFFICE • SASSA HOUSE (Mega City building  
Corner Sekame and Dr. James Moroka  
• Mmabatho 2745  
Tel: +2712 397 3368

## 10PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INAME OF DEPARTMENT/ PUBLIC ENTITY					
BID NUMBER:	SASSA: 78-23-COM.NW	CLOSING DATE:	12 DECEMBER 2023	CLOSING TIME:	11H00
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER(S) FOR WRAPPING OF POOL VEHICLES FOR SASSA NORTH WEST.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
SASSA HOUSE ERF 3139					
CNR SEKAME AND JAMES MOROKA ROAD MEGA CITY					
MMABATHO					
2735					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Muzi Mdlalose		CONTACT PERSON	Tsholofelo Morifi	
TELEPHONE NUMBER	018 397 3341		TELEPHONE NUMBER	018 397 3847	
FACSIMILE NUMBER			FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	muzimd@sassa.gov.za		E-MAIL ADDRESS	tsholofelomor@sassa.gov.za	
<b>SUPPLIER INFORMATION</b>					
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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
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**

<b>1. BID SUBMISSION:</b>
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).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

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

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

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

Name of bidder.....	Bid number SASSA:78-23-COM.NW
Closing Time 11:00	Closing date 12 December 2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by: .....
- At: .....
- Brand and model: .....
- Country of origin: .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery: .....  
\*Delivery: Firm/not firm
- Delivery basis: .....

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

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## STANDARD BIDDING DOCUMENT (SBD) 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

#### 2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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.

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



**STANDARD BIDDING DOCUMENT (SBD) 4**

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

**2.2.1** If so, furnish particulars:

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

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

**2.3.1** If so, furnish particulars:

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

**3. DECLARATION**

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

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

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

## STANDARD BIDDING DOCUMENT (SBD) 4

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

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<sup>2</sup> 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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

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

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
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		
<b>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.</b>				

<b>Returnable document to claim points</b>	<b>Please tick below for the attached document</b>
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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR WRAPPING OF POOL VEHICLES FOR SASSA NORTH WEST.

### 1. PURPOSE

The main objective is to appoint a service provider(s) for design, lay-out and branding (full wrap) of pool vehicles for SASSA North West.

### 2. BACKGROUND

- 2.1. SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act no. 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act no. 13 of 2004). The Agency is mandated to ensure effective and efficient delivery of service of high quality with regard to the management and administration of social grants such that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well as the integrity of the whole system.
- 2.2. The Agency has branded all vehicle and has the responsibility to brand and rebrand the old and the newly acquired vehicles.
- 2.3. As part of the Agency's branding strategies, the use of branded wrapped vehicles was adopted as a standard solution used by the Agency in order to enhance brand image of the same look and feel.

### 3. LEGAL REQUIREMENTS

- 3.1. The contract shall in all respects be construed in accordance with the laws of the Republic of South Africa and any disputes that may



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South African Social Security Agency  
North West Region

SASSA HOUSE, Corner Sekame and Dr James Moroka  
Mega City, Mmabatho 2735.  
[www.sassa.gov.za](http://www.sassa.gov.za)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR WRAPPING OF POOL VEHICLES FOR SASSA NORTH WEST.

arise between the bidder(s) and SASSA in regard to the contract shall be settled within the courts of the Republic of South Africa.

- 3.2. Bidder(s) must comply, but not limited to, with the following relevant legislation(s):
- 3.2.1. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993);
  - 3.2.2. The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
  - 3.2.3. The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
  - 3.2.4. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
  - 3.2.5. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);
  - 3.2.6. National Treasury Implementation Guide – Preferential Procurement Regulations, 2017.
  - 3.2.7. Should any of the above be amended or replaced, such replacement or amendment should be adhered to.

#### 4. NO BRIEFING SESSION WILL BE HELD

### 3. SCOPE OF WORK

4.1. **The appointed service provider will be required to do the following after the award:**

- Submit the quality digital designed artwork within five working days upon receipt of the award letter for approval by SASSA .Failure to provide design artwork as per agreed project plan timelines, SASSA will consider cancellation of the order.
- The supplier will be expected to wrap one vehicle as a prototype for approval within five days. Once approved, the rest of the 128 vehicles will be wrapped.



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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR WRAPPING OF POOL VEHICLES FOR SASSA NORTH WEST.

- Wrapping of vehicles of 129 pool vehicles in eight weeks upon approval of the designed artwork.
- Wrapping of vehicles should be done according to the guidelines provided, Only SASSA guidelines should be followed.
- Passenger and driver doors should carry the SASSA logo.
- The rear passenger doors (left and right) must carry SASSA services.
- The SASSA toll free line and website must appear across both sides of the vehicle.
- The fraud hotline must appear on the left of the boot (see picture).
- The SASSA Logo must appear on top of the bonnet.
- SASSA will only make payment on the completed and approved wrapped vehicles at the completion of the project.

## 5. QUANTITIES AND EXPECTED DELIVERABLES

5.1. It is expected that quantities, and quoted prices must be inclusive of layout design, print and application of full wrapping (See attached specification of branding and warehouse as **(Annexure A)**).

## 6. Responsibilities

### 6.1. Service Providers responsibilities

The successful service provider shall be required to:

- 6.1.1. Conduct business in a courteous and professional manner
- 6.1.2. The successful bidder(s) will be required to provide warranty of the material upon completion of wrapping the vehicles
- 6.1.3. The successful bidder(s) must be able to wrap maximum of fifteen (15) SASSA vehicles a week (Monday to Sunday)



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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR WRAPPING OF POOL VEHICLES FOR SASSA NORTH WEST.

- 6.1.4. The successful bidder(s) will be required to provide digital artwork of the vehicle for approval.
- 6.1.5. The successful bidders(s) will be required to provide security to the warehouse to safeguard SASSA Pool vehicles for the duration of the contract.
- 6.1.6. The successful bidder(s) will be required to utilise SABS approved cast vinyl laminated material.
- 6.1.7. The successful bidder(s) indemnifies SASSA from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the service provider or any other person that may result from, or be related to the execution of this contract.
- 6.1.8. Any damage/loss to the SASSA vehicles will be the sole liability of the successful bidder(s)
- 6.1.9. The successful bidder(s) will be held responsible for any damages or theft by his employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by SASSA against the successful bidder(s)
- 6.1.10. The successful bidder(s) will be expected to conduct pre and post inspection of the vehicles together with SASSA official when the vehicle is delivered and returned



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SASSA HOUSE, Corner Sekame and Dr James Moroka  
Mega City, Mmabatho, 2735.  
[www.sassa.gov.za](http://www.sassa.gov.za)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR WRAPPING OF POOL VEHICLES FOR SASSA NORTH WEST.

- 6.1.11. In the case of damages to the vehicles resulting from providing the service, successful bidder(s) undertakes to rectify/repair the damage immediately after notification by the delegated SASSA official.
- 6.1.12. If the successful bidder(s) fails to act after notification, SASSA will repair the damages and costs may be recovered the cost incurred from the bidder(s).
- 6.1.13. The successful bidder(s) must ensure that all staff working under this contract are in good health and pose no risk to any SASSA employees.
- 6.1.14. The successful bidder(s) will comply with SASSA branding guidelines of the vehicles.
- 6.1.15. Manage the internal disputes amongst his or her staff such that SASSA is not affected by those disputes
- 6.1.16. No deviation from the scope of work and technical specification allowed.
- 6.1.17. All vehicles shall be wrapped at secured warehouse determined by the bidder (s) within North West.
- 6.1.18. The secured warehouse must have natural or mechanical ventilation that is able to open and closed to prevent wind from damaging the wrapping.
- 6.1.19. The secured warehouse must be able to accommodate fifteen SASSA pool vehicles at the warehouse facility which must have dedicated parking facility for the vehicles for the duration of the project.



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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR WRAPPING OF POOL VEHICLES FOR SASSA NORTH WEST.

## 6.2. SASSA's responsibilities

- 6.2.1. The Agency reserves the right to claim for damages against the successful bidder(s) arising out of negligence and/or poor performance by the Service Provider and/or service providers.
- 6.2.2. SASSA reserves the right to terminate the contract immediately should the successful bidder(s) no longer adhere to the agreed project plan.
- 6.2.3. Pay the service provider within the period of 30 days in line with the requirements of the PFMA.
- 6.2.4. SASSA reserves the right to subject the successful bidder(s) personnel to screening.
- 6.2.5. SASSA will be expected to conduct pre and post inspection of the vehicles together with the successful bidder(s) when the vehicle is delivered/collected to/from the warehouse.

## 7. EVALUATION CRITERIA

Bids will be evaluated and adjudicated in terms of the PFMA, the SASSA Supply Chain Policy, Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) as amended and the Preferential Procurement Regulation (PPR), 2022.

### 7.1. Stage 1

- 7.1.1. Phase 1: Special Conditions
- 7.1.2. Phase 2: Functionality Criteria
- 7.1.3. Phase 3: Administrative Compliance



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**7.2. Stage 2: Price and BBBEE Preference Points (specific goals)**

**Phase 1 - Special Conditions**

Phase 1 - Special Conditions
1. The service provider shall submit confirmation letter of indemnity insurance to the value of R10 000 000.00 from reputable financial institution.
2. The service provider to provide SASSA with a five (5) to seven (7) years warranty certificate of cast Vinyl laminated from the production company.
3. Certified copy of valid compensation for occupational injuries and diseases (COIDA) certificate from the Department of Labour. <b>(certified copy not older than three (3) months)</b>
4. The reference letter for the provision of branding (wrapping of vehicles) exceeding the value of R 500 000 per purchase order. A copy of the purchase order or contract to be attached for each reference letter. Reference letter without value or amount will not be considered.  Reference letter(s) must indicate the name of the client, projects description and value and must be signed by delegated official manager or above.
5. Proof of ownership of the secured and lockable warehouse on the company letterhead or letter of intent to lease the secured and lockable warehouse within North West. The warehouse must be <b>600M<sup>2</sup></b> or above

**NB: Failure to submit the above mandatory documents, will lead to bidders being disqualified and will not be considered for further evaluation.**



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**Phase 2 – Functionality Criteria**

Phase Two – Functionality Criteria	Weight
<p><b>Experience</b></p> <p>1. The reference letter for the provision of branding (wrapping of vehicles) exceeding the value of R500 000 per purchase order. A copy of the purchase order or contract to be attached for each reference letter. Reference letter without value or amount will not be considered. The reference letter/s must be on the company letter head, it must indicate the name of the client, project description, value, contactable details and must be signed.</p> <p>1 Reference letters-1 point</p> <p>2 Reference letters-2 point</p> <p>3 Reference letters-3 point</p> <p>4 Reference letters-4 point</p> <p>5 Reference letters-5 point</p>	40
<p><b>NB. Uncontactable references may invalidate the particular experience</b></p> <p>2. Proof of ownership of the secured and lockable warehouse on the company letterhead or letter of intent to lease the secured and lockable warehouse within North West. The warehouse must be <b>600M<sup>2</sup></b></p> <p>(i) Lease agreement (<b>600M<sup>2</sup></b>)- 3</p> <p>(ii) Ownership <b>600M<sup>2</sup></b>- 5</p>	20
<p>3. Value of the current and / or previous contracts as per the submitted purchase order/reference letter/contracts</p> <p>(i) Above R500 000 to R1 500 000 = 2</p> <p>(ii) Above R1 500 000 to R2 500 000 = 3</p> <p>(iii) Above R2 500 000 to R 3 000 000 = 4</p> <p>(iv) Above R3 000 000 = 5</p>	20



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<p>NB: Bidders to submit reference letters or award letters or contracts or copy of purchase orders.</p> <p>4. Project implementation plan layout, design, printing and wrapping services. The project implementation plan must include, but not limited to the following:</p> <p>(i) Activities during Pre-Project Implementation Phase  (ii) Activities during Project Implementation Phase  (iii) Activities during Project Close-Out Phase</p> <p>Poor = 1, Average = 2, Good = 3, Very Good = 4, Excellent = 5</p>	20
<p><b><u>Site inspection</u></b></p> <ul style="list-style-type: none"> <li>➤ Site inspections may be conducted on the recommended bidder(s). The inspection is not part of the functionality criteria and is used to confirm the bidder's reference/s.</li> <li>➤ Bidders who are found to have misrepresented facts will be disqualified.</li> </ul>	
<b>TOTAL</b>	<b>100</b>

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

**Phase 3 - Administrative Compliance**

<b>Phase 3 - Administrative Compliance</b>
Proof of registration with Central Supplier Database (CSD)
A certified copy of the identity documents of all the Directors / members
A valid tax compliance status pin
SBD forms fully completed and signed by the bidder



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Each party in joint venture or consortium related to this project should comply with the following requirements:-

- Registered on the Central Supplier Database
- Submission of a valid Tax Compliance Status Pin
- Proof of certified ID Copies for all Company Directors
- Consolidated and Valid B-BBEE Status Level Verification Certificates or Sworn Affidavit signed by the Commissioner of Oaths together with their bids

**NB: All bidders who fail to submit Administrative compliance documents, will not be automatically disqualified, but will be awarded an opportunity to re-submit missing documents within 4 working days, failure to meet the deadline, will lead into disqualification.**

**Stage 2- Price and Preference points (Specific Goals)**

This stage of evaluation will be scored in terms of Regulation 4 of the Preferential Procurement Regulations (PPR), 2022. Bids will be evaluated in terms of the 80/20 Preference Point System, as follow:

AREAS	POINTS
Price	80
Specific Goals	20

**Price:**

In terms of Regulation 4. (1) of the PPR 2022, a maximum of 80 points is allocated for price and calculated using the formula:

$$P_s = 80 \left( 1 - \frac{P_f - P_{\min}}{P_{\min}} \right)$$



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**Where**

***Ps = Points scored for price of tender under consideration***

***Pt = Price of tender under consideration***

***Pmin = Price of lowest acceptable tender***

**Specific Goals:**

In terms of Regulation 4. (2) of the PPR 2022, a maximum of 20 points is allocated for the Agency's Specific Goals outlined below:

The following table must be used to calculate the score out of 20 (twenty) for special goals.

Number	SPECIFIC GOALS	NUMBER OF POINTS 80/20 SYSTEM
1.	B-BBEE Status Level 1 – 2 contributor with at least 51% black women ownership.	20
2.	B-BBEE Status Level 3 – 4 contributor with at least 51% black women ownership.	18
3.	B-BBEE Status Level 1 – 2 contributor with at least 51% youth or disabled ownership.	16
4.	B-BBEE Status Level 1 – 2 contributor	14
5.	B-BBEE Status Level 3 – 8 contributor with at least 51% youth or disabled ownership.	12
6.	B-BBEE Status Level 3 – 4 contributor	8
7.	B-BBEE Status Level 5 – 8 contributor	4
8.	Other	0



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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR WRAPPING OF POOL VEHICLES FOR SASSA NORTH WEST.

**Specific goals will be awarded as per the attached SBD 6.1**

**Ownership verification process:**

- The ownership information as per the CSD Report will be verified against a valid B-BBEE Status Level Verification Certificate and/or valid Sworn Affidavit to confirm the points claimed by the Tenderer, based on the Specific Goals outlined in this tender document and the SBD 6.1 form.
- Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS). Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

## 8. BID AWARD & CONTRACT CONDITIONS

8.1. The contract will be concluded between SASSA and the successful service provider

## 9. MONITORING AND EVALUATION

9.1. Monitoring and evaluation of this project will be undertaken by Communication and Marketing together with Transport unit.

## 10. PROJECT CO-ORDINATION ARRANGEMENTS

The project will commence after signing the service level agreement (SLA) and approved digital artwork.



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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE  
PROVIDER(S) FOR WRAPPING OF POOL VEHICLES FOR SASSA NORTH  
WEST.

**The Completed Bid documents will be deposited at:**

**SASSA House North West Office**

Corner Sekame and Dr James Moroka road

Megacity

Mmabatho

2735

-25.835603, 25.611815

**11. ENQUIRIES**

**Technical enquiries**

Ms Tsholofelo Morifi

Tel: 018 397 3847 / 066 480 4745

Email address: [tsholofelomor@sassa.gov.za](mailto:tsholofelomor@sassa.gov.za)

**Bid Administration enquiries**

Mr. Muzi Mdlalose

Tel : 018 397 3341

Email: [MuziMd@sassa.gov.za](mailto:MuziMd@sassa.gov.za)



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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR WRAPPING OF POOL VEHICLES FOR SASSA NORTH WEST.

**ANNEXURE A**

**1. WRAPPING SPECIFICATIONS**

**Description** : Layout, Design, Print and wrapping of 105 SASSA Vehicles 105 (46 x New vehicles and 59 x De-branding and Re-branding of old vehicles)

**Artwork and design:** Artwork, design and printing (wording) according to the make and model of the vehicles

**Material** : Cast Vinyl, UV Laminated, applied, full wrap

**Size** : As per make and model of the vehicle

**Printing** : Full colour

**Colour** : Full colour

**Warranty** : 5 to 7 years and more

**Quantity** : 105 (46 x New vehicles and 59 x De-branding and Re-branding of old vehicles)

**Sample picture of the artwork**



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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE  
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WEST.

**PRICING SCHEDULE**

**NEW VEHICLES**

Description	Quantity	Unit price	Total
<b>NEW WRAPPING</b>			
Mahindra (pick up 2.2 DC)	42 (8 with canopies)		
Mahindra Scorpion SUV	03		
VW Polo Sedan	01		
<b>Total</b>	<b>46</b>		

**OLD VEHICLES**

Description	Quantity	Unit price	Total
<b>DE-WRAP &amp; RE-WRAP</b>			
<b>BAKKIES</b>			
Nissan NP 300	23		
JAC NP 200	04 (with canopies)		
Mahindra Scorpion SUV	02		
Ford ranger clab cab	01		
<b>Total</b>	<b>32</b>		
<b>SEDANS &amp; HATCHBACK</b>			
Toyota Etios	04		
Renault Fluence	06		
VW Polo hatch	02		
VW Polo sedan	06		
Datsun Go	03		
<b>Total</b>	<b>22</b>		
<b>CADDYS</b>			
VW Caddys	02		
<b>MOBILE TRUCKS</b>			
FUSO	04		
<b>Grant Total</b>	<b>59</b>		

**Total vehicles to be wrapped = 105**



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**Notes to the bidder(s)**

**The quotation must be inclusive of the wording per vehicle as following:**

- Vehicle Wrapping should be done according to the guidelines provided, Only SASSA guidelines should be followed.
- Passenger doors, driver's doors and bonnet should carry the SASSA logo.
- The rear passenger doors (left and right) must carry SASSA services.
- The SASSA toll free line and website must appear across both sides of the vehicle.
- The fraud hotline must appear on the left rear of the vehicle (as per sample picture of the artwork provided)



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### Regional Office

No	REGISTRATION	MAKE	MODEL	Current Odometer	Reason for branding/re branding
1	SASSA 58 NW	NISSAN	HARDBODY NP 300	147140	To be re - branded, faded and peeled off
2	JZS 042 NW	NISSAN	NP200	100626	To be re - branded, the branding has peeling off
3	JZS 043 NW	DATSUN GO	GO	64281	To be re - branded, the branding has peeling off
4	SASSA 5 NW	POLO CLASSIC	SEDAN	137725	To be re - branded, the branding has peeling off
5	KHP 451 NW	NISSAN	NP 300 D/C	94488	To be re - branded, the branding has peeled off
6	KHP 517 NW	VW Polo	Hatchback	78225	To be re - branded - was not branded properly
7	SASSA 13 NW	MAHINDRA	SUV	42614	Need branding - was not branded
8	SASSA 29 NW	MAHINDRA	SUV	29838	Need branding - was not branded
9	KVZ 608 NW	MAHINDRA	PIK-UP	11627	Need branding - was not branded
10	KVZ 737 NW	MAHINDRA	PIK-UP	11362	Need branding - was not branded
11	KVZ 541 NW	MAHINDRA	PIK-UP	15195	Need branding - was not branded
12	KVZ 560 NW	MAHINDRA	PIK-UP	12714	Need branding - was not branded
13	KVZ 656 NW	MAHINDRA	PIK-UP	11355	Need branding - was not branded
14	KVZ 630 NW	MAHINDRA	PIK-UP	13043	Need branding - was not branded

### Ngaka Modiri Molema District

No	REGISTRATION	MAKE	MODEL	CURRENT KM	REASONS FOR BRANDING/RE-BRANDING
1	KMB 811 NW	VW POLO	SEDAN	47933	PEELING OFF
2	KHP 499 NW	VW POLO	SEDAN	62847	PEELING OFF
3	SASSA 99 NW	NISSAN	NP300 D/CAB	182180	FADED AND PEELING OFF
4	JZS032NW	DATSUN GO	HATCH BACK	70130	PEELING OFF
5	KHH 235 NW	JAC	D/C with Canopy	71707	HALF SIDE IS NOT BRANDED AFTER ACCIDENT REPAIRS
6	KHP455 NW	NISSAN	NP 300	112814	NEED RE-BRANDING AFTER ACCIDENT REPAIRS
7	SASSA18 NW	Nissan	NP300 D/CAB	122210	FADED AND PEELING OFF
8	SASSA 43 NW	NISSAN	NP300 D/CAB	63390	FADED AND PEELING OFF
9	SASSA B6 NW	RENAULT FLUENCE	SEDAN	103481	FADED AND PEELING OFF
10	SASSA 66 NW	TOYOTA ETIOS	SEDAN	88255	FADED AND PEELING OFF
11	SASSA 72 NW	NISSAN	NP300 D/CAB	121561	FADED AND PEELING OFF
12	JZS 044 NW	DATSUN GO	HATCHBACK	50846	PEELING OFF
13	KMB 812 NW	VW POLO	SEDAN	46361	PEELING OFF
14	SASSA 66 NW	TOYOTA ETIOS	SEDAN	88255	FADED AND PEELING OFF
15	SASSA 72 NW	NISSAN	NP300 D/CAB	121561	FADED AND PEELING OFF
16	SASSAC 1 NW	RENUALT FLUENCE	SEDAN	139202	WORNOUT,FADED AND PEELING OFF
17	KHP 473 NW	NISSAN	NP300 D/CAB	98411	PEELING OFF
18	SASSA 4 NW	MAHINDRA SCORPIO	SUV	33681	PEELING OFF
19	FXR 809 NW	MITSUBISHI	FUSO	73023	WORN OUT,FADED AND PEELING OFF,NEED BRAND INSIDE AND OUT AS IT IS USED AS STAGE
20	FYY 806 NW	MITSUBISHI	FUSO	49749	WORNOUT,FADED AND PEELING OFF
21	KHP 568 NW	FORD RANGER	CLAB CAB	73611	PEELED OFF AT THE BACK

22	KHP 515 NW	VW POLO	HATCHBACK	90949	TO BE REBRANDED AFTER REPAIRS
23	KVZ 742 NW	MAHINDRA	PICK UP	5249	NEW VEHICLE, NEVER BRANDED BEFORE
24	KVZ 640 NW	MAHINDRA	PICK UP	7944	NEW VEHICLE, NEVER BRANDED BEFORE
25	KVZ 627 NW	MAHINDRA	PICK UP	8177	NEW VEHICLE, NEVER BRANDED BEFORE
26	KVZ 636 NW	MAHINDRA	PICK UP	8216	NEW VEHICLE, NEVER BRANDED BEFORE
27	KVZ 689 NW	MAHINDRA	PICK UP	11150	NEW VEHICLE, NEVER BRANDED BEFORE
28	KVZ 508 NW	MAHINDRA	PICK UP	6426	NEW VEHICLE, NEVER BRANDED BEFORE
29	KVZ 536 NW	MAHINDRA	PICK UP	9845	NEW VEHICLE, NEVER BRANDED BEFORE
30	KVZ 727 NW	MAHINDRA	PICKUP	12201	NEW VEHICLE, NEVER BRANDED BEFORE

### Dr RSM District

No	REGISTRATION	MAKE	MODEL	CURRENT KM	REASONS FOR BRANDING/RE-BRANDING
1	FZP 489 NW	MITSUBISHI	FUSSO	111191	Branding not in good condition
2	KHP 565 NW	VW	CADDY	43466	Vehicle was never branded before as it was involved in accident
3	SASSA C3 NW	RENAULT FLUENCE	SEDAN	144011	Branding not in good condition
4	SASSA 44 NW	NISSAN	HARDBODY NP 300	137118	Branding not in good condition
5	SASSA 2 NW	MAHINDRA	SCORPIO SUV	12070	New vehicle
6	SASSA 77 NW	NISSAN	NP 300 D/C	140527	Branding not in good condition
7	KHP 509 NW	VW POLO	SEDAN	46158	Branded 2023, but quality of job not good, has air bubbles that might tear at any time.
8	KHH 254 NW	JAC	D/C WITH CNOPY	66005	Branding not in good condition
9	JZS 039 NW	NISSAN	NP 200	110757	Branding not in good condition
10	KVZ 512 NW	MAHINDRA	PICK UP	7728	New vehicle
11	KVZ 532 NW	MAHINDRA	PICK UP	4098	New vehicle
12	KVZ 722 NW	MAHINDRA	PICK UP	12324	New vehicle
13	KVZ 526 NW	MAHINDRA	PICK UP	11387	New vehicle
14	KVZ 552 NW	MAHINDRA	PICK UP	10068	New vehicle
15	KVZ 643 NW	MAHINDRA	PICK UP	8697	New vehicle
16	KVZ 556 NW	MAHINDRA	PICK UP	8771	New vehicle
17	KVZ 728 NW	MAHINDRA	PICK UP	10186	New vehicle
18	KVN 707 NW	MAHINDRA	PICK UP	10473	New vehicle
19	KVZ 688 NW	MAHINDRA	PICK UP	6845	New vehicle
20	KVZ 543 NW	MAHINDRA	PICK UP	7409	New vehicle
21	KVZ 546 NW	MAHINDRA	PICK UP	8784	New vehicle

### Dr KK District

No	REGISTRATION	MAKE	MODEL	CURRENT KM	REASONS FOR BRANDING/RE-BRANDING
1	SASSA 14 NW	MAHINDRA	SCORPIO SUV	13373	New vehicle. Poor wrap job from the start. Vinyl wrap loose, damaged on the rear, sides and front. Need to be branded properly.
2	KVZ 522 NW	MAHINDRA	PICK UP	6294	New, never branded & no branding required due to poor quality of workmanship
3	KVZ 651 NW	MAHINDRA	PICK UP	5142	New, never branded & no branding required due to poor quality of workmanship
4	KVZ 557 NW	MAHINDRA	PICK UP	5386	New, never branded & no branding required due to poor quality of workmanship

5	KVZ 616 NW	MAHINDRA	PICK UP	6600	New, never branded & no branding required due to poor quality of workmanship
6	KVZ 520 NW	MAHINDRA	PICK UP	10162	New, never branded & no branding required due to poor quality of workmanship
7	KVZ 743 NW	MAHINDRA	PICK UP	6691	New, never branded & no branding required due to poor quality of workmanship
8	SASSA 39 NW	NISSAN	NP300 D/C	134149	Vinyl wrap damaged, in fair condition.
9	SASSA B3 NW	VW	CADDY	105161	Vinyl wrap lifting on the rear, sides and front. Vehicle has a dented right rear corner.
10	SASSA B7 NW	RENAULT FLUENCE	SEDAN	116027	Vinyl wrap lifting on the rear, sides, roof and front.
11	SASSA 94 NW	RENAULT FLUENCE	SEDAN	109109	Vinyl wrapping damaged and peeling all around.
12	SASSA 37 NW	NISSAN	NP300 D/C	134670	Vinyl wrapping peeled off all around.
13	SASSA 87 NW	NISSAN	NP300 D/C	127485	Vinyl wrapping peeled off all around.
14	SASSA B8 NW	RENAULT FLUENCE	SEDAN	106643	Wrapping is dirty, peeling off all sides and roof.
15	SASSA 35 NW	NISSAN	NP300 D/C	107420	Wrapping is dirty, peeling off all sides and roof.
16	SASSA 36 NW	NISSAN	NP300 D/C	124381	Wrapping is dirty, peeling off all sides and roof.
17	SASSA 70 NW	NISSAN	NP300 D/C	110027	Wrapping is dirty, peeling off all sides and roof.
18	SASSA 90 NW	NISSAN	NP300 D/C	32330	Wrapping is dirty, peeling off all sides and roof.
19	SASSA 86 NW	NISSAN	NP300 D/C	125289	Wrapping is dirty, peeling off all sides and roof.
20	SASSA 42 NW	NISSAN	NP300 D/C	119541	Wrapping peeling off all sides and top.
21	SASSA 68 NW	TOYOTA ETIOS	SEDAN	137870	Wrapping peeling off all sides and top.
22	SASSA 78 NW	NISSAN	NP300 D/C	118882	Vinyl wrapping peeled off all around.

### Bojanala District

No	REGISTRATION	MAKE	MODEL	CURRENT RM	REASONS FOR BRANDING/RE-BRANDING
1	KMB 816 NW	VW POLO	SEDAN	32217	WAS NEVER BRANDED
2	KVZ 748 NW	MAHINDRA	PICK UP	248	NEW VEHICLE
3	KVZ 664 NW	MAHINDRA	PICK UP	3855	NEW VEHICLE
4	KVZ 658 NW	MAHINDRA	PICK UP	4410	NEW VEHICLE
5	KVZ 877 NW	MAHINDRA	PICK UP	3352	NEW VEHICLE
6	KVZ 510 NW	MAHINDRA	PICK UP	4547	NEW VEHICLE
7	KVZ 621 NW	MAHINDRA	PICK UP	6481	NEW VEHICLE
8	KVZ 683 NW	MAHINDRA	PICK UP	9955	NEW VEHICLE
9	KVZ 504 NW	MAHINDRA	PICK UP	8023	NEW VEHICLE
10	KVZ 668 NW	MAHINDRA	PICK UP	8246	NEW VEHICLE
11	KVZ 751 NW	MAHINDRA	PICK UP	1623	NEW VEHICLE
12	FZP 490 NW	MITSUBISHI	FUSO	73432	RE - BRANDING
13	SASSA 54 NW	NISSAN	NP 300 D/C	152840	RE - BRANDING
14	KHH 245 NW	JAC	D/CAB	71065	RE - BRANDING
15	KHP 488 NW	NISSAN	NP 300 D/C	76775	RE - BRANDING
16	KHH 238 NW	JAC	D/CAB	54662	RE - BRANDING
17	SASSA 69 NW	TOYOTA ETIOS	SEDAN	131835	RE - BRANDING
18	JZS 035 NW	DATSUN GO	HATCHBACK	70576	RE - BRANDING

**TOTAL NUMBER OF VEHICLES FOR BRANDING - 105**

Name of District/ Office	Total number of Vehicles	Re-branding	New vehicle
Regional Office	14	6	8
NMM District	30	22	8
Bojanala District	18	7	11
Dr KK District	22	16	6
Dr RSM District	21	8	13
<b>Total</b>	<b>105</b>	<b>59</b>	<b>47</b>

**MAKE AND MODEL OF VEHICLES =105**

MAKE & MODEL	PICK UPS	SEDANS	MOTOR UNITS	SUV	HATCH BACK	CLAB CAB
NISSAN NP 300	23					
NISSAN NP 200	2					
NISSAN DATSUN GO					4	
MAHINDRA PICK UP	42 (8 with canopies)					
MAHINDRA SUV				5		
VW POLO HATCHBACK		2				
VW POLO SEDANS		6				
VW CADDY				2		
TOYOTA ETIOS SEDAN		4				
MITSUBISHI FUSO			4			
JAC	4 (with Canopies)					
RENAULT		6				
FORD RANGER						1
<b>TOTAL</b>	<b>71</b>	<b>18</b>	<b>4</b>	<b>7</b>	<b>4</b>	<b>1</b>

**NB: The total number of vehicles presented is 105, the number of vehicles has been reduced due to the following:**

- 2 New vehicles were involved on accident (KVZ 516 NW & KVZ 647 NW)
- 1 Polo sedan (KHP 502) was branded, was taken out from the list.
- 1 Toyota etios (SASSA 65 NW) is damaged on left side door (when opening a left front door)
- 1 Hard body NP 300 (SASSA 91 NW) was removed from the list because it was over 160 000 km (184435)

## Annexure A

# GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

### NOTES

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,  
tests and  
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

#### **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

#### **10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### 14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

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

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