



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

SASSA: 06-25-CS-LP

INVITATION TO BID

SASSA:06-25-CS-LP: TERMS OF REFERENCE FOR THE ACQUISITION OF OFFICE ACCOMMODATION FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) REGIONAL OFFICE AND CAPRICORN DISTRICT OFFICE IN LIMPOPO REGION FOR A PERIOD OF FIVE (5) YEARS

A NON-COMPULSORY BRIEFING SESSION WILL BE HELD ON THE 05 DECEMBER 2025 AT 11H00 VIRTUALLY THROUGH MICROSOFT TEAMS:

Interested bidders should send their email address to MapudiM@sassa.gov.za for the link of the meeting.

The tender document can be downloaded from the E-Tenders (<https://www.etenders.gov.za/>) or SASSA Website (<https://www.sassa.gov.za/>)

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

: SASSA Limpopo Regional Office
48 Landros Maré Street
Polokwane
0699

CLOSING DATE : 19 January 2026
TIME : 11:00am

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

CONTACT : Mr. Mabote MJ@ (015) 291-7473
JusticeMab@sassa.gov.za

SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT : Mr. Makgolane MB@ (015) 291 7488
MapudiM@sassa.gov.za

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



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

South African Social Security Agency
Limpopo Region

48 Landros Mare Street • Polokwane 0699
Private Bag X9677 • Polokwane 0700
Tel: +27 15 291 7400 • Fax: +27 15 291 7996
www.sassa.gov.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA:06-25-CS-LP	CLOSING DATE:	19 JANUARY 2026	CLOSING TIME:	11h00
DESCRIPTION	TERMS OF REFERENCE FOR THE ACQUISITION OF OFFICE ACCOMMODATION FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) REGIONAL OFFICE AND CAPRICORN DISTRICT OFFICE IN LIMPOPO REGION FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA, 48 LANDROS MARE STREET					
POLOKWANE, 0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Makgolane MB		CONTACT PERSON	Mr. Mabote MJ	
TELEPHONE NUMBER	015 291- 7488		TELEPHONE NUMBER	015 291-7473	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MapudiM@sassa.gov.za		E-MAIL ADDRESS	JusticeMab@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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:



SBD 3.1

sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY**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:06-25-CS-LP
Closing Time 11:00	Closing date 19 January 2026

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**

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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: 06-25-CS-LP**

Closing Time **11:00** Closing date : 19 January 2026

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)
-	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

** "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

A NON-FIRM PRICES SUBJECT TO ESCALATION

- $$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

P_a	=	The new escalated price to be calculated.
$(1-V)P_t$	=	85% of the original bid price. Note that P_t must always be the original bid price and not an escalated price.
$D_1, D_2..$	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors $D_1, D_2...$ etc. must add up to 100%.
$R_{1t}, R_{2t}.....$	=	Index figure obtained from new index (depends on the number of factors used).
R_{1o}, R_{2o}	=	Index figure at time of bidding.
VP_t	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

- Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

- [illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**
- 2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

.....

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.**
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

- 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18	
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16	
B-BBEE Status Level 1 - 2 contributor	14	
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12	
B-BBEE Status Level 3 - 4 contributor	8	
B-BBEE Status Level 5 - 8 contributor	4	
Others	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. The highest points will be confirmed with the BBEE Certificate/Sworn Affidavit submitted by bidder/CIPC, etc.		

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:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)

**SASSA BID DOCUMENT
TERMS OF REFERENCE (TOR)**



**ACQUISITION OF AN OFFICE ACCOMMODATION
FOR SASSA LIMPOPO REGIONAL OFFICE AND CAPRICORN
DISTRICT OFFICE (COMBINED SPACE)
FOR A PERIOD OF FIVE (5) YEARS**

ACRONYMS

B-BBEE	:	Broad Based Black Economic Empowerment
BTU	:	British Thermal Unit (Air Conditioning)
CBD	:	Central Business District
CIDB	:	Construction Industry Development Board
CIPC	:	Companies and Intellectual Property Commission
CIPRO	:	Companies and Intellectual Property Registration Office
COC	:	Certificate of Compliance
COIDA	:	Compensation for Occupational Injuries and Disease Act
CPI	:	Consumer Price Index
EME	:	Emerging Micro Enterprise
GCC	:	General Conditions of Contract
LP	:	Limpopo Province
OHS	:	Occupational Health and Safety
SABS	:	South African Bureau of Standards
SANAS	:	South African National Accreditation System
SANS	:	South African National Standards
SASSA	:	South African Social Security Agency
SAPOA	:	South African Property Owners Association
SBD	:	Standard Bidding Documents
SCC	:	Special Conditions of Contract
SDL	:	Skills Development Levy
SMME	:	Small Micro Medium Enterprise
STATSSA	:	Statistics South Africa
SLA	:	Service Level Agreement
VAT	:	Value Added Tax
SAGGA	:	South African Glass and Glassing Association
HVAC	:	Heating, Ventilation, and Air Conditioning.

SASSA BID DOCUMENT
TERMS OF REFERENCE (TOR)

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TERMS OF REFERENCE

1. INTRODUCTION

- 1.1. The South African Social Security Agency (SASSA) was 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 grants.
- 1.2. The vision for SASSA is to be a leader in the delivery of social security services. For SASSA to realize its objectives, amongst others, is the provision of reasonable and suitable accommodation to conduct its activities.

2. BACKGROUND AND PURPOSE

- 2.1. The South African Social Security Agency (SASSA) is mandated to provide social assistance and related services to eligible beneficiaries throughout South Africa. To effectively deliver on this mandate, the Agency requires adequate, safe, and functional office accommodation that supports operational efficiency and ensures accessibility for clients and stakeholders.
- 2.2. Currently, the Limpopo Regional Office and the Capricorn District Offices operate from separate facilities, which has resulted in administrative inefficiencies, duplication of resources, and increased operational costs. To improve coordination, enhance service delivery, and optimize resource utilization, SASSA intends to secure a combined office accommodation that will house both the Regional and District Offices within a single building. The premises must be located in Polokwane, the Capital City of the Limpopo Province.
- 2.3. The proposed combined office space must provide a conducive working environment for staff, ensure compliance with the Department of Public Works Infrastructure (DPWI) space norms and standards for office accommodation used by Organ of State as published in Government gazette No. 27985, and adhere to all Occupational Health and Safety (OHS) and Accessibility requirements. The

SASSA BID DOCUMENT
TERMS OF REFERENCE (TOR)

building must also allow for efficient client flow, adequate parking, security provisions, and facilities for people with disabilities.

- 2.4. These Terms of Reference (TOR) therefore outline the background, objectives, scope, and technical requirements for identifying and securing suitable office accommodation to cater for both the Limpopo Regional and Capricorn District Offices under one roof.

3. BRIEFING SESSION

A non-compulsory briefing session will be held virtually through Microsoft Teams. Interested bidders must send their email address to the supply chain management representative for the meeting link (mapudim@sassa.gov.za).

4. PROJECT DURATION

4.1. Lease Duration

The lease agreement for the combined office accommodation is for a period of five (5) years. This duration is intended to ensure continuity and stability of operations, while enabling long-term planning, optimal utilisation of the leased premises, and effective maintenance of the facility in accordance with lease conditions.

4.2. Lease Commencement

The successful bidder is to ensure readiness of the premises for anticipated Beneficial Occupancy (BO) of 1 May 2027 and for lease commencement on 1 August 2027.

5. PROJECT OBJECTIVES

- 5.1. The main objective of this project is to:

- 5.1.1 Secure suitable and compliant office accommodation that combines both the Limpopo Regional Office and the Capricorn District Office into a single building in the Polokwane, the Capital City of the Limpopo Province.
- 5.1.2 Enhance administrative efficiency and coordination between the Regional and District operations.

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- 5.1.3 Improve accessibility for clients and the general public and for delivery service within the Limpopo Province.
- 5.1.4 Ensure compliance with DPWI's space norms, Occupational Health and Safety Act, and universal access standards.
- 5.1.5 Provide a modern, functional, and secure work environment conducive to productivity and staff wellness.
- 5.1.6 Achieve cost optimization by reducing operational duplication, resource fragmentation, and rental expenditure.

6. PROJECT SCOPE OF WORK

6.1. Accommodation Requirements

- 6.1.1 The successful bidder will be responsible for providing a fully compliant and operational office building to accommodate the Agency's needs.
- 6.1.2 The total combined office accommodation requirement for the Limpopo Regional Office and the Capricorn District Office is the office size of 4500m² (if the premises provided are more than 4500m², the Agency will only pay for 4500m²). This area includes all office spaces, client service areas, meeting rooms, storage facilities and circulation space.
- 6.1.3 SASSA requires a corporate office facility to be leased for a period of five (5) years, offering modern high-quality office accommodation **graded between P and B**, where:
 - **P** denotes *state-of-the-art premises with high-end finishes*,
 - **A** denotes *high-quality offices with modern services*, and
 - **B** denotes *medium-quality offices that may be slightly dated but well-maintained*.

The building should provide enhanced ventilation and lighting control systems to ensure a healthy and energy-efficient working environment.

- 6.1.4 The accommodation must comply with DPWI office space norms and standards (government gazette - No. 27985) and provide sufficient allocation for the following:
 - Administration Offices (management and support staff)
 - Open-plan Workstations for operational teams
 - Client Service Areas with reception, waiting area and service counters.
 - Meeting and Training Rooms

SASSA BID DOCUMENT
TERMS OF REFERENCE (TOR)

- Records and File Storage Areas
- Server / IT Switch Rooms
- Kitchenettes, Staff Lounge, and Ablution Facilities

6.1.5 The building must have;

- Adequate parking of **145** for staff, official vehicles, and visitors, including designated bays for persons with disabilities.
- Accessibility features compliant with standards for people with disabilities.
- It must have proper and adequate loading facilities (minimum floor load capacity of 350kg) to accommodate any movements.
- The building must be equipped with an emergency power solution to ensure essential areas, emergency lighting, emergency exit, and IT equipment are functioning in the event of a power failure, load shedding, etc.
- The building must be fully air-conditioned with suitable and effective system (zoned ducted or split unit air-conditioning) catering for the respective work areas. Warranty certificates and maintenance must be provided.
- The building must comply with: The National Building Regulations and Standards Act, 1977 (Act 103 of 1977), The Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended, together with the Regulations promulgated thereunder.
- The office area must be supplied with alternative power and water supply and always provided with backup system.
- All the mechanical, electrical and fire systems/hydrants and extinguishers inside the leased, premises including the HVAC systems, must be maintained by the owner of the building.
- The bidder should offer a space planning services for the floor layout, manage the full fit out project for SASSA, and offer a tenant installation contribution where required, which shall include and not limited to;
 - Flooring (Carpeting)
 - Painting
 - Ceilings
 - Blinds / window covers.

- Office Partition / Reconfiguration.
- Electrical repairs and replacement where required.
- Adequate lift/s must be available for both staff and goods to access the offices and/or work area
- The building shall be fully accessible to persons with disabilities in compliance with the requirements of SANS 10400-S: Facilities for People with Disabilities, and all other relevant provisions of the National Building Regulations. In addition, reasonable accommodation measures for employees with disabilities shall be provided in line with the Department of Public Service Administration's 'Handbook on Reasonable Accommodation for People with Disabilities in the Public Service' (2007), or any subsequent updates thereto.
- All emergency exit doors leading to the outside of the building to be fitted with a delayed action alarm locking mechanism, with an audible alarm and only resettable by means of a key.

6.2. Location Requirements

- The building must be situated in Polokwane, the Capital City of the Limpopo Province in a safe and accessible location that is easily reachable by clients, staff, service providers and the general public.
- The office premises should be close to public transport routes, main roads and essential services.
- The office premises must be clearly visible from the street to promote and support the SASSA brand.

7. PROJECT EXECUTION PLAN

- 7.1 It is a requirement that the proposed layout for the building tendered be submitted, as well as project plans showing how the service provider will meet the SASSA requirements as proposed including the provision of alternative energy supply and back up water supply suitable for the operations of the office.

7.2 Tenant Installation Allowance (TIA)

The Landlord to arrange and completes the fit-out on behalf of the Tenant for base building modifications, including flooring, walls, ceilings, and painting. The TIA

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amount shall be determined in accordance with the scope of work, lease rental, and duration of the lease. The Landlord shall be responsible for the cost of the TIA. The maximum Tenants Installation rate is R350.00 per square meter.

7.3 Landlord Standard Basic Offer:

The Landlord shall provide the following as a minimum:

- Open plan office with carpeted and/or tiled area
- Ceiling and standard lighting
- Raised floor with cable boxes (1 per 10m²)
- Air-conditioning and ventilation
- Power cabling and entrance door
- Fully fitted kitchenette cupboards
- Fire detectors and sprinklers
- Designated area for Tenant signage at the entrance
- Alternative energy and water supply

7.4 Landlord Maintenance Obligations:

The Landlord shall be responsible for the maintenance of:

- Heating, Ventilation, and Air Conditioning (HVAC) systems, electrical reticulation, and lifts
- Entrance, roller shutter, or rotating doors
- Plumbing, fire detection and suppression systems, and fire extinguishers
- Windows/glazing and ablution facilities
- Common areas, including cleaning, hygiene, pest control, and landscaping
- Lighting, structural repairs, waterproofing, and plumbing

8. BID CONDITIONS OF THE CONTRACT

- 8.1 The only or lowest offer will not necessarily be accepted.
- 8.2 The successful bidder shall enter into an agreement with SASSA.
- 8.3 It is a requirement that the accommodation offered, including all equipment and installations, must comply with the National Building Regulations and requirements

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of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended. A Certificate of Occupancy will be required prior to Beneficiary Occupancy.

- 8.4 Lettable areas have to be determined in accordance with the South African Property Owners Association (SAPOA) method for measuring floor areas in office buildings.
- 8.5 The lease agreement shall commence on the official Move-in Date, being the date on which SASSA takes possession of the premises for operational use. A three-month Beneficial Occupation shall be granted prior to the Move-in Date to allow access for fit-out purposes, during which no rental shall be payable unless otherwise agreed for utilities and consumables.
- 8.6 Rental payments shall commence from the Move-in Date and shall be adjusted annually on the twelve (12) month anniversary of the lease in accordance with the agreed escalation rate.
- 8.7 SASSA reserves the right to invite bidders that progressed to the functional evaluation phase to present their proposals to the relevant Regional Bid Evaluation Committee.
- 8.8 SASSA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 8.9 SASSA reserves the right to conduct reference checks and site inspections.
- 8.10 The successful bidder to submit the maintenance plan over the lease period.
- 8.11 The bidder to submit a detailed price structure. The pricing should be strictly done in line with the prescribed template.
- 8.12 The price must be inclusive of VAT (if applicable). If the price is not firm for the duration of the contract, this must be indicated clearly in the price template.
- 8.13 SASSA reserves the right to award the bid in whole or partially.
- 8.14 SASSA reserves the right to cancel the bid, should it be required to do so, at any time.

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8.15 Specifications and Technical Requirements:

Description
The tender must include a sketch plan showing: • Functional layout of rooms/offices and their floor areas in line with SASSA's approved space norms. • Floor-to-ceiling heights, indicated through a building section, with special client requirements (e.g, raised Judges' podium) accommodated. • Minimum floor-to-ceiling height of 2600 mm, unless otherwise specified. • Compliance with town planning zoning, municipal regulations (fire, parking, etc.), and SANS 10400.
Confirmation of the rentable area (issued by a registered person), as per SAPOA method of calculating rentable space.
Total rentable area for office accommodation is 4500m ² (if the premises provided are more than 4500m², the Agency will only pay for 4500m²)
Covered car parking bays consisting of: • Designated parking bays allocated for people living with disabilities = 2 bays • Parking bays for visitors ±10 bays • Seventy percent (70%) or more of the parking bays should be on-site and any off-site parking should be within 300 meters of the building.
The zoning certificate from the local municipality for the tendered building must be provided.
Proof of ownership / sale agreement for the tendered building to be provided i.e. proof of ownership of the building or land, or a contract to manage the building on behalf of the owner (must be valid at the date of the bid closing).
The entire building must be paraplegic friendly and fully accessible to both staff and clients and comply with SANS 10400-part S.
The building must be accessible through public transport and must in Polokwane, the Capital City of the Limpopo Province.
Comply with SASSA Corporate Interior Guidelines. (The SASSA Model will be provided to the Successful Bidder)
The following applicable certifications together with the Local Authority approved tenant installation drawings to be provided with the tender submission to the occupation of the building and comply with SANS 10400 requirements including Occupational Health and Safety Act No 85 of 1993 with Regulations: 1. Electrical compliance certificate. 2. An occupational certificate by the Local Authority.

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3. As-Is Building Floor layout/plans
GENERAL In terms of an appropriate layout the following will be considered: (i) The provision of natural light and natural ventilation throughout the building will be an advantage. (ii) Buildings deep in floor plans should be provided with light wells, atriums, etc. to promote natural light and ventilation into the building. (iii) Buildings must be designed to eliminate "sick building syndrome" (iv) Internal offices without natural lighting must be fitted with viewing panels (v) Allow for 2-hour fire rated doors in server and security surveillance rooms. (vi) The proposed accommodation must be secured. Access to the lease premises must be controlled for SASSA. (vii) To avoid traffic jams, ingress and egress into sites must be of 2-way driveways or controllable.
ELECTRICAL REQUIREMENTS
Each office /room to have a separate light switch.
External lighting must be controlled by a photocell to ensure automatic operation based on ambient light levels.
Each floor there must be a lockable distribution board with all circuits labelled (if applicable)
In the event we have different clients per building/per floor then each distribution board must be metered
All dedicated socket outlets must be wired via an emergency power supply
Installation of emergency power supply must comply with the Local Municipality Standards
Adequate and stable power supply to support all office operations, ICT equipment, air-conditioning systems, lighting and other electrical installations.
Electrical load capacity must meet or exceed SASSA's operational requirements for an office space of 4500m ² (if the premises provided are more than 4500m², the Agency will only pay for 4500m²).
Provision for alternative power supply such as standby-generator, solar panels, or uninterruptible power supply (UPS), to ensure continuity of critical operations during power outages.
The backup system must support at least essential services including ICT servers, lighting in key areas and client service zones.
Properly labelled distribution boards, circuit breakers, and wiring systems that comply with SANS and Municipal electrical codes.
Sufficient power outlets in all work areas, boardrooms and client service areas.
Installation of energy-efficient lighting (LED) and equipment in line with sustainable building practices.
Smart lighting controls or motion sensors where feasible to minimise energy waste (bathrooms, boardrooms, vacant cellular office, etc.)
All electrical installations must comply with the Occupational Health and Safety Act (Act 85 of 1993) and relevant SANS standards.

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Proper earthing, surge protection, and fire safety measures (such as circuit isolation for emergency power must be in place).
Dedicated circuits and separate power points for ICT servers and network equipment, with surge protection and UPS backup.
Adequate ventilation and cooling for equipment rooms to prevent overheating.
Supply and install an isolator per installation of split- air conditioner
The load factors must be taken into account in the electrical installation
The entire electrical wiring must comply to the SANS 0412 regulations
All user manuals must be handed over to the Agency representative.
The entire installation and lighting must be energy compliant. Use energy efficient equipment, fittings and applications and comply with SANS 10400 Part A, A6
A Certificate of Compliance must be issued on completion of the electrical installation
Allow for emergency backup for all dedicated socket outlets and critical equipment's.
MECHANICAL REQUIREMENTS
Air Conditioning (i) All rentable office spaces shall be provided with an adequate supply of conditioned air taking into consideration particularly with respect to altitude, ambient temperatures and atmospheric conditions, insuring a safe, health and hygienic working environment. (ii) The Air Conditioning shall generally be in accordance with SABS 1125-1977, SABS 0400 and Standard specifications. (iii) All HVAC systems must be energy-efficient and use a “green” refrigerant gas, such as R410A or an approved environmentally friendly alternative. (iv) The Air Conditioning Plant and equipment shall be regularly maintained, serviced and kept in full working condition. A maintenance register shall be kept of all servicing & repairs undertaken on the units. (v) The server room must be equipped with two wall-mounted split air-conditioning units, each capable of 100% of the server room’s cooling load, to ensure adequate protection of IT equipment.
ICT Installation Equipment (i) The building must provide secure and compliant ICT routes, including vertical risers and horizontal pathways from the server room to all floors, to support structured cabling and future expansion.
Fire Automatic Detection (If applicable) (1) All office spaces shall be provided with Smoke and Fire Detection devices, installed in accordance with National Fire Regulations. The systems shall be regularly maintained, serviced and tested annually in accordance with National Fire Regulations.
Fire Protection Equipment – where applicable (1) The entire rentable area shall be provided with Fire Extinguishers and Hose Reels which shall be

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regularly maintained, serviced and tested annually in accordance with the National Fire regulations. (2) A register of all the fire protection Equipment shall be kept and made available for inspection purposes and should be installed by South African Qualification & Certification Committee (SAQCC) compliant service provider.
Fire Sprinkler Automatic System (1) The entire rentable space shall be provided with a fully automatic sprinkler system. This shall be regularly maintained, serviced and tested in accordance with the National Fire Regulations. Note: The control systems, water pumps etc. shall all be on alternative backup power supply and should be installed by SAQCC service provider.
Lift – Passenger (Express) (1) A fully operational and regularly maintained, high speed passenger lift shall provide access to the rentable areas. (2) The lift shall be duly registered with the Department of Labour, be fully maintained in full working condition and have a complete service record for the past five (5) years with a registered lift company (where applicable). (3) A Service Record Book containing the details of all repairs, servicing and testing undertaken shall be kept in the lift Plant room and be available for inspection purposes. (4) The lift must be blind and paraplegic friendly and be fully accessible. (5) The Car shall be capable of carrying at least a loading of 1200 kg. Unless otherwise specified by the Lessee.
Alternative Energy Supply In the case where electricity is disrupted an alternative power supply source should be in place.
Alternative Water Supply In the case where water is disrupted an alternative water supply source should be in place.
Ventilation (Forced) (1) The entire rentable area shall be provided with an adequate volume of fresh air. In the event that natural ventilation is insufficient, then mechanical ventilation shall be in accordance with the National Building Regulations.

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9. RESPONSIBILITIES

Note: SASSA is not prepared to accept responsibility for services or costs involved as per the grey areas

9.1 Services (SASSA responsibility)	SASSA	LESSOR
9.1.1 Water consumption		
9.1.2 Electricity consumption		
9.1.3 Sanitary services		
9.1.4 Refuse removal		
9.1.5 Domestic cleaning services		
9.1.6 Consumable Supplies		
9.2 Maintenance	SASSA	LESSOR
9.2.1 Internal and External maintenance (normal wear and tear)		
9.2.2 Garden (if applicable)		
9.2.3 Air-conditioning		
9.2.4 Lifts		
9.2.5 Floor covering: normal wear and tear		
9.3 Rates and Insurance	SASSA	LESSOR
9.3.1 Municipal rates and Increases		
9.3.2 Insurance & increases		
9.3.3 South African Special Risk Insurance Association (SASRIA) Insurance +increases		
9.4 Other Responsibilities	SASSA	LESSOR
9.4.1 Contract Costs		
9.4.2 Stamp Duty		
9.4.3 Firefighting equipment		

10. EVALUATION OF THE TENDER

10.1. The evaluation shall be conducted as follows:

- 10.1.1. **Phase One** – Special Conditions
- 10.1.2. **Phase Two** – Administrative Compliance
- 10.1.3. **Phase Three** – Functionality Criteria
- 10.1.4. **Phase Four** – Price and Specific Goals

10.1.1 PHASE ONE – SPECIAL CONDITIONS

1. Proof of address of the building or land to be offered. The building or land should be located in Polokwane, the Capital City of the Limpopo Province.
2. Certified copies of approved building plan by the Local Municipality of not less than the required office space of 4500m² (if the premises provided are more than 4500m², the Agency will only pay for 4500m²) and 145 parking bays (if the premises provided have more than 145 parking bays, the Agency will only pay for 145 parking bays).
3. A certified copy of a confirmation letter issued by the bidder's architect certifying the building grading (must be between a grade B and grade P building) as according to the South African Property Owners Association (SAPOA) guidelines. For a new building, bidders must submit a certified letter from the architect confirming that the proposed designs will meet the SAPOA grading upon completion.
4. Proof of ownership of the building or the land (land where the bidder intends to build the premises to be leased to SASSA), or a contract to manage the building on behalf of the owner (must be valid at the date of the bid closing).
5. A certified copy of a Certificate of Occupancy issued by the Local Municipality in terms of the National Building Regulations and Building Standards Act (Act 103 of 1977). For a new building, the bidder must provide a written commitment on the company letterhead confirming that a valid Certificate of Occupancy will be provided prior to Beneficiary Occupancy.
6. A certified copy of the Certificate of Compliance (COC). The building's electrical installation must be compliant with the applicable South African National Standards (SANS) requirements. For a new building, the bidder must provide a written commitment on the company letterhead confirming that the electrical installation will meet SANS requirements.
 - All certified copies must not be certified older than six months.
 - All documents or certificates required must be of the premises the bidder intends to lease to the Agency and be located at the address indicated on the proof of address provided.

NB: FAILURE TO COMPLY WITH THE SPECIAL CONDITIONS WILL INVALIDATE THE BID

10.1.2 PHASE TWO – ADMINISTRATIVE COMPLIANCE CRITERIA

Bidders should submit the following:

1. Proof of a valid registration with the Central Supplier Database (Tax Compliant)
2. Tax compliance status PIN
3. Certified ID Copies of Property Owners together with a Title Deed or proof of purchase.
4. Certified ID copies of Directors of the bidding entity.
5. Submission of fully signed and completed Standard Bidding Documents (SBD) forms (SBD 1, SBD 3.1, SBD 3.2, SBD 4 and SBD 6.1)
7. Each party in a Joint Venture/consortium related to this project must comply with the following requirements:
 - Submission of a valid Tax Compliance Status Pin
 - Registered on the Central Supplier Database

All certified copies must not be certified older than six months.

Failure to meet the above criteria may invalidate the bid.

10.1.3 PHASE THREE – FUNCTIONALITY CRITERIA

	WEIGHT															
1. Bidder's Experience The bidder must provide reference letter\s (from previous or current clients) to whom the property leasing service was delivered. The lease should have not been less than three years. The letters should be signed by an official at managerial position or above and must indicate contact details, project value, project description, square meters (sqm) of the offices, as well as the duration of project. The size of square meters are allocated points as follows: Points will be allocated based on the highest individual square meters as follows: <table><tr><td>(i)</td><td>Reference letter not attached or not compliant</td><td>= 1 point</td></tr><tr><td>(ii)</td><td>Below 4000 sqm</td><td>= 2 points</td></tr><tr><td>(iii)</td><td>4000 sqm to 4500 sqm</td><td>= 3 points</td></tr><tr><td>(iv)</td><td>4501 sqm to 5000 sqm</td><td>= 4 points</td></tr><tr><td>(v)</td><td>5001 sqm and above</td><td>= 5 points</td></tr></table>	(i)	Reference letter not attached or not compliant	= 1 point	(ii)	Below 4000 sqm	= 2 points	(iii)	4000 sqm to 4500 sqm	= 3 points	(iv)	4501 sqm to 5000 sqm	= 4 points	(v)	5001 sqm and above	= 5 points	30
(i)	Reference letter not attached or not compliant	= 1 point														
(ii)	Below 4000 sqm	= 2 points														
(iii)	4000 sqm to 4500 sqm	= 3 points														
(iv)	4501 sqm to 5000 sqm	= 4 points														
(v)	5001 sqm and above	= 5 points														

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2. <u>Ownership of the Building to be Leased to SASSA</u> This requirement will be evaluated based on the proof of ownership of the building or the land (<i>land where the bidder intends to build the premises to be leased to SASSA</i>), or a contract to manage the building on behalf of the owner that is submitted by the bidder under the Special Conditions phase. Points will be allocated as follows: (i) Building or land is not owned by the bidder = 3 (ii) Building or land is owned by the bidder = 5	20
3. <u>Building Requirements – to be evaluated through site inspection</u> <u>Location of the property</u> The location of the property is as per the proof of the address provided by the bidder. <u>Lift for vertical movement:</u> (For new buildings, the criteria will be evaluated using the approved building plans). If the building has three or more storeys, a lift must be available for staff. <u>Access for People with Disability:</u> (For new buildings, the criteria will be evaluated using the approved building plans) Access is required to and from all entrances and exits from the proposed office area. • Ramps • Disabled parking is available and displayed <u>Parking:</u> (For new buildings, the criteria will be evaluated using the approved building plans). 145 parking bays should be available for SASSA. Seventy percent (70%) or more of the parking bays should be on-site and any off-site parking should be within 300 meters of the building. Building requirements will be allocated points as follows: (iii) Not complying with any of the building requirements or one building requirement met = 1 (iv) Two or three building requirements met = 3 (v) All building requirements met = 5	30
4. <u>Detailed Project Plan</u> All bidders are required to submit a detailed Project Implementation Plan as part of their proposal. This plan must demonstrate how the bidder intends to deliver office accommodation in line with the Agency's requirements and timelines. (i) Poor - irrelevant or no information provided = 1 (ii) Fair – limited information provided = 2 (iii) Good – information provided partially meets requirements = 3 (iv) Very Good – information provided meets requirements = 4 (v) Excellent – information exceeds requirements = 5	20
TOTAL	100

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SITE INSPECTION: EVALUATION OF FUNCTIONALITY CRITERIA NO.3

The demonstration of all functional requirements will be evaluated using a “**comply**”/ “**not - comply**” score.

The following will be evaluated during the site visit and the inspection of the property

No	Functionality that must be demonstrated	Evidence and evaluation criteria (will be used to evaluate bid)	Comply	Do not comply
1	Location of the property	The location of the property is as per the proof of the address provided by the bidder.		
2	Lifts for vertical movement	If the building has three or more storeys, a lift must be available for staff.		
3	Access for People with Disability	Access is required to and from all entrances and exits from the proposed office area. - Ramps - Parking for people with disabilities is available and displayed		
4	Parking	145 parking bays should be available for SASSA. Seventy percent (70%) or more of the parking bays should be on-site and any off-site parking should be within 300 meters of the building.		

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.

10.1.5 PHASE FOUR – PRICE AND SPECIFIC GOALS

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The price of the lowest acceptable tender will be used to determine the applicable preference point system once the tender is advertised.

Price and specific goal	100	100
Price	80	90
Specific goal	20	10

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- (a) Preference points will be awarded to a bidder for attaining the specific goal in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of Points (80/20 system)	Number of Points (90/10 system)
B-BBEE Status Level 1 – 2 contributor with at least 51% black women ownership	20	10
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18	9
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16	8
B-BBEE Status Level 1 - 2 contributor	14	7
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12	5
B-BBEE Status Level 3 - 4 contributor	8	3
B-BBEE Status Level 5 - 8 contributor	4	2
Others	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. The highest points will be confirmed with the BBBEE Certificate/Sworn Affidavit submitted by bidder

- (b) Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or a Sworn Affidavit signed by Emerging Micro Enterprise (EME)/Qualifying Small Enterprise (QSE) representative and attested by a Commissioner of Oath.

Failure to submit a certificate from accredited verification agency, sworn affidavit or BBBEE Certificate substantiating the specific goals or is a non-compliant contributor, such bidder shall claim 0 points out of the allocated maximum points for specific goals

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11. BID ENQUIRIES AND SUBMISSION

All requirements regarding the bid may be directed to the following officials:

Technical Enquiries:

Mr. MJ Mabote

Tel: (015) 291 7473

JusticeMab@sassa.gov.za

Bid Enquiries:

Mr. M Makgolane

Tel: (015) 291 7488

MapudiM@sassa.gov.za

All bid documents must be deposited in the tender box situated at:

SASSA Limpopo Regional Office

48 Landros Mare Street CBD

Polokwane

0699

Coordinates: -23.911607110164347, 29.45331539945342



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12. PRICING SCHEDULE – To be fully and accurately completed

ITEM	OFFICE	PARKING
Lettable Area	4500 m ²	
Number of Parking bays - covered		145
Rate per square metre / parking bay	R /m ²	R /parking bay
Rental per Month	R	R
VAT per Month	R	R
Total Rental Per Month (1)	R	R
Operational Costs per Month (if any) - provide details on what the costs entail	R /m ²	
VAT per Month	R	
Total Operational Cost per Month (2)	R	
TOTAL MONTHLY COST (1 + 2)	R	R
Escalation Rate	%	%

NB: Bidders must note that SASSA requires only 4500m² and that if the premises offered by the bidder are more than the required 4500m², SASSA will only pay for 4500m². It should further be noted that for purposes of evaluating price and specific goals, the rental per month will be based on 4500m² together with the rate per square metre provided by the bidder.

NB: The TOTAL MONTHLY COST (1+2) and the ESCALATION RATE in the above table are to be used in the table below for the calculation of the TOTAL BID PRICE (Year 1 to Year 5). Bidders are to ensure that the calculation is accurate.

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TOTAL BID PRICE FOR THE FIVE-YEAR LEASE PERIOD INCLUDING ESCALATIONS					
	Year 1 TOTAL	Year 2 TOTAL (incl. escalation)	Year 3 TOTAL (incl. escalation)	Year 4 TOTAL (incl. escalation)	Year 5 TOTAL (incl. escalation)
Total cost per year ((1+2)*12))					
TOTAL BID PRICE (Year 1 to Year 5)					

Name of owner /Duly Authorised representative	Signature	Date

ANNEXURE A

SPACE REQUIREMENTS / SPACE MATRIX

OFFICE SPACE REQUIREMENTS FOR THE REGIONAL AND CAPRICORN DISTRICT OFFICE 2026 - LIMPOPO

NO	DESCRIPTION	LEVEL	TOTAL NO OF OFFICIALS	STANDARD/ NORM	REQUIRED SPACE PER SM	REMARKS
	MANAGEMENT					
	Regional Executive Manager	15	1	52	52	Cellular Office required
	General Managers	14	3	52	156	Cellur Office required
	Senior and District Manager	13	12	42	504	Cellular office required
	Manager	12	25	20	500	Open plan space required
	PA	5	5	12	60	Cellular Office required
	Admin Support	1	1	16	16	Open plan space required
	Unit Coordinator	8	2	12	24	Open plan space required
	Assistant Manager	10	20	16	320	Open plan space required
	TOTAL		65		1632	
	ADMINISTRATION					
	Senior Admin Officer	8	40	12	480	Open plan space required
	Admin Officer	7	4	10	40	Open plan space required
	Admin clerks	5	36	10	360	Open plan space required
	TOTAL		80		880	

NO	DESCRIPTION	LEVEL	TOTAL NO OF OFFICES	STANDARD/ NORM	REQUIRED SPACE PER SM	REMARKS
	GENERAL ROOMS					
	Kitchen and Pause Area		6	30	180	Kitchen and Pause Area for staff
	Client Service Area		1	100	100	Customer Service Area
	Discussion room		5	16	80	Cellular in open plan area
	Boardrooms		4	40	160	16 seater
	Boardrooms		1	60	60	32 seater
	Registry room		4	20	80	Cellular office required
	Stationery Store		3	16	48	Cellular office required
	Storeroom		4	20	80	Storerooms (Wet Walls)
	Strong room		3	20	60	Strong Room (Wet Walls)
	Training room		2	40	80	16 seater
	Sick Bay		2	12	24	Cellular office required
	Canteen		1	80	80	Cellular space required

ICT Switch Rooms		4	8	32	Switch Rooms (Wet Walls)
ICT Main Server		1	40	40	Server room with lifted floor
TOTAL		41	502	1104	
PUBLIC SERVICE AREA					
Security Control Room		1	16	16	Cellular office for 2 X security personnel and equipment
Reception area /desk		3	12	36	General reception area
Security Guardroom		1	16	16	Cellular office for 2 X security personnel and equipment for access control
Executive Suite - Waiting Area		1	20	20	Executive Area
Waiting area - District Office		1	16	16	District Office Area
Waiting area - Main Hall		1	30	30	Visitors waiting area
TOTAL		8	110	134	
GRAND TOTAL				3750	
ASSIGNABLE AREA(80%)				3000	
Non assignable area(20%)				750	Room for Advancement (Future Growth)
PARKING					
Parking			145		Including 10 open parking for visitors
TOTAL SQUARE METERS				4500	

OTHER NEEDS		
Office Name	Limpopo Regional and Capricorn District Office	
Desired Locality	Polokwane	
Special Finishes	Tiles in common areas and office except regional executive office.	
Ablution Facilities	Male: Number Required with Urinals	9
	Female: Number Required	19
	Restrooms: Disabled Persons	2
Nature of Access to the premises	Ramp to be provided for people with disability and elderly people	

DESCRIPTION OF ROOM	REQUIRED SPACE PER SM	REMARKS
Security		Burglar proofing and guards to be included
Air conditioning		The entire premises should be air conditioned
Power Ducting		To be allowed for in all work areas and offices, and to support data cabling and IT telephonically
Blinds		All windows should be fitted with blinds
OHS Compliance		Building to comply with Building Standards and OHS Act
Tenant Installations		Refurbishment/ Renovations as per SASSA requirements.



Mr. Rikhotso TA

GENERAL MANAGER:FINANCE

DATE: 20 November 2025

Ms. Pheeha MP

REGIONAL EXECUTIVE MANAGER

DATE:

ANNEXURE B

COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY LAWS GOVERNING THE BUILT ENVIRONMENT CERTIFICATE

Bid no:		Closing Date:	
Advertising date		Validity period:	90 Days

COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY-LAWS GOVERNING THE BUILT ENVIRONMENT CERTIFICATE.

I _____ -duly authorised to represent
 _____ (the bidders name) acknowledge that I as
 _____ shall ensure that _____ (description of the property in question) complies in every
 respect with the requirements of the following Acts, Regulations and By-laws

- (3) Occupational Health and Safety Act, 1992 (Act 85 of 1993)
- (4) The National Building Regulations and Building standards Act, 1977 (Act 103 of 1977)
- (5) The Municipal by-laws and any special requirements of the local supply authority
- (6) The local fire regulation, to guarantee/ensure the health and safety of all SASSA employees occupying this/these premises and the public visiting the premises for business or any other business.

I furthermore agree to advise SASSA immediately in writing of any reason I am unable to perform in terms of this agreement and to apply necessary corrective measures.

Name of owner /Dully Authorised representative	Signature	Date
Name of witness	Signature	Date
Name of witness	Signature	Date

