

SASSA: 45-23-GA-WC

INVITATION TO BID

ACCREDITATION OF CO-OPERATIVES AND SMALL MEDIUM AND MICRO ENTERPRISES (SMME) FOR THE PROVISION OF SCHOOL UNIFORMS FOR A PERIOD OF THREE (3) YEARS.

COMPULSORY BRIEFING SESSION:

Bidders are invited to attend a compulsory information session as per the advert and details below:

DETAILS OF THE BRIEFING SESSION ARE AS FOLLOWS:

Venue: (First meeting) Cape Town Local Office
Matador Centre
62 Strand Street
Cape Town
Date: 05 October 2023
Time: 10:00

Venue: (Second meeting) Vredenburg District Office (West Coast).
85 Vergelegen Park
Main Road
Vredenburg
Date: 06 October 2023
Time: 10:00

Venue: (Third meeting) Worcester Local Office
Venue: (Third meeting)
No 70 Durban Street
Worcester
7230
Date: 09 October 2023
Time: 10:00

Venue: (Fourth meeting) George
Old Sars Building
Corner of St Johns and York Street Park Building
4th Floor Department of Transport and Public works
Date: 11 October 2023
Time: 10:00

NB: Please take note that attendees bring their IDs to present with security on the Ground floor, otherwise they will not be allowed to enter the building.



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

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

: South African Social Security Agency: Western Cape Region
20th Floor
Golden Acre Building
Adderley Street
Cape Town 8000

PUBLICATION DATE: 20 September 2023
CLOSING DATE : 18 October 2023
TIME : 11:00

TECHNICAL ENQUIRIES : WCBids@sassa.gov.za
EMAIL ADDRESS : WCBids@sassa.gov.za

SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON : N Mlonyeni
CONTACT NUMBER: : N/A
EMAIL ADDRESS : WCBids@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
Northern Cape Region

SASSA REGIONAL OFFICE • 33 Du Toitspan Road
Cnr Du Toit Span Road & Phakamile Mabija
Permanent Perm Building
Kimberley 8301

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 45-23-GA-WC	CLOSING DATE:	18 October 2023	CLOSING TIME:	11:00
DESCRIPTION	ACCREDITATION OF CO-OPERATIVES AND SMALL MEDIUM AND MICRO ENTERPRISES (SMME) FOR THE PROVISION OF SCHOOL UNIFORMS FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA WESTERN CAPE, 20 th Floor					
Golden Acre Building 9					
ADDERLEY STREET, FORESHORE CAPETOWN					
8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	N Mlonyeni		CONTACT PERSON	WCBids@sassa.gov.za	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	WCBids@sassa.gov.za		E-MAIL ADDRESS	WCBids@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE	086	NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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.

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.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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.

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;
- 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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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.

- 3.6 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 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

TERMS OF REFERENCE FOR THE ACCREDITATION OF CO-OPERATIVES AND SMALL, MEDIUM AND MICRO ENTERPRISES (SMME) FOR THE PROVISION OF SCHOOL UNIFORMS FOR A PERIOD OF THREE (3) YEARS.



**TERMS OF REFERENCE FOR THE ACCREDITATION OF CO-OPERATIVES AND SMALL,
MEDIUM AND MICRO ENTERPRISES (SMME) FOR THE PROVISION OF SCHOOL
UNIFORMS FOR A PERIOD OF THREE (3) YEARS.**

DOCUMENT RETURN CHECKLIST:

NB: Ensure that you as bidder have attended the compulsory briefing session and duly signed the attendance register as failure to do so will lead to disqualification.

DOCUMENTS BELOW TO BE RETURNED TO SASSA WHEN RESPONDING TO THIS BID	TICK (✓) IF SUBMITTED:
A sworn affidavit commissioned by a Commissioner of Oath declaring that the bidder is a co-operative or small business with no more than 250 employees and a turnover of not exceeding R170 000 000 (one hundred and seventy) million. SMME's and Cooperatives Funding Policy NO. 3353.	
Companies and Intellectual Property Commission (CIPC) registration certificate	
A B-BBEE Verification Certificate from a verification agency accredited by the South African National Accreditation System (SANAS) – <i>if opted for as per paragraph 5.1.3 below</i>	
An original B-BBEE sworn affidavit on the DTIC prescribed template commissioned by a Commissioner of Oath. – <i>if opted for as per paragraph 5.1.3 below</i>	
A printed CSD report featuring the type of the business registered by the bidder.	
Submission of the required SBD 1 (Invitation to Bid)	
Submission of the required SBD 4 (Declaration of Interest)	
Submission of the SARS Tax compliance status pin number certificate	
Submission of completed and signed Annexure A - Local Content Declaration	
Submission of completed and signed Annexure B - School Uniform specification list and quantities	

NB - All certified copies must not be older than 3 months from the date of the bid closing (Where applicable)

ACRONYMS

B-BBEE	:	Broad Black Based Economic Empowerment
CIPC	:	Companies and Intellectual Property Commission
CSD	:	Central Supplier Database
DTIC	:	Department of Trade and Industry
SABS	:	South African Bureau of Standards
SANAS	:	South African National Accreditation System
SASSA	:	South African Social Security Agency
SBD	:	Standard Bidding Documents
SA	:	Service Agreement
SMME	:	Small, Medium and Micro Enterprises
SRD	:	Social Relief of Distress
TCC	:	Tax Clearance Certificate
VAT	:	Value Added Tax
WC	:	Western Cape

GLOSSARY

Beneficiary:	Means a person who receives social assistance.
Co-operatives:	Means an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations through a jointly owned and democratically controlled enterprise organized and operated on co-operative principles.
CSD:	Is a single database that will serve as the source of all supplier information for organs of state. The supplier information will be verified with institutions such as the South African Revenue Service, Companies and Intellectual Property Commission, Department of Home Affairs.
Disaster:	A disaster is when an unforeseen event impacts on a community, household or individual to the extent that available resources cannot cope with the problem effectively.
Local Content:	Means that portion of the bid price which is not included in the imported content, provided that local manufacturing does take place.
Procurator:	Any person appointed by a beneficiary or the Agency to receive assistance on the beneficiary's behalf.
SASSA:	South African Social Security Agency established and mandated by the Social Assistance Act No. 3 of 2004
SBD:	Standard Bidding Form for the procurement of goods and services.
Service provider:	Any person or entity excluding employees of the Agency, who renders service for and on behalf of the Agency.
SA:	Is a contract between a service provider and its internal or external customers that documents what services the provider will furnish and defines the service standards the provider is obligated to meet.
SMME:	SMME as any independently owned and controlled enterprise that has less than 250 employees.
SRD:	Refers to immediate response to a crisis situation in respect of an individual, a family, or a community.
STIPULATED MINIMUM	Means that portion of local production and content as determined by the Department of Trade Industry and Competition

1. INTRODUCTION

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

2. PURPOSE

- 2.1 To accredit Co-operatives and Small, Medium and Micro Enterprises (SMME) for the provision of school uniforms over a three (3) year period as and when required by SASSA as a form of Social Relief of Distress (SRD) to eligible beneficiaries.

3. BACKGROUND

- 3.1 SASSA is mandated to provide forms of social relief of distress (SRD) as an immediate response to a crisis situation in respect of an individual (adult or child), a family or a community in the case of a disaster; or undue hardship. Legislation allows SASSA to provide temporary financial and non-financial assistance to vulnerable persons who are experiencing "undue hardship" Therefore SRD is a temporary means of social assistance and may be issued in the form of cash, vouchers or other non-financial items. The form in which the SRD will be issued, depends on the specific need the SRD is intended to meet and the availability of budget.

4. SCOPE OF WORK

4.1 The accredited Co-operatives and SMME service providers must:

- 4.1.1 Produce and / or supply and deliver all or some of the school uniform items as per the SASSA specification list (refer to annexure B attached) within the stipulated timeframe and rand value, subsequent to receiving an official order from SASSA.
- 4.1.2 Comply with the Department of Trade, Industry and Competition's (DTIC) local production and content designated sector requirements as well as its stipulated minimum thresholds. It's prescribed by the DTIC that the designated sector for textile, clothing, leather and footwear production has a stipulated minimum threshold of 100% local content.
- 4.1.3 Have own means of transporting the ordered goods (school uniform) to the identified SASSA local office. No delivery shall be made prior to receipt of an official purchase order from SASSA.

- 4.1.4 Upon receipt of an official purchase order, verify the following specification within ten (10) working days before producing / or supply and delivery of the ordered school uniform:
- Name of School and emblem;
 - Specification (quality, quantity and prescribed school specific colours);
 - List of learners; and
 - Delivery requirements in respect of place, date and time.
- 4.1.5 Allow for the return of the supplied school uniforms in the following instances:
- Where the delivered school uniform items do not meet the specific standard in respect of quality, quantity and prescribed school specification.
 - Where production defects are reported within 60 calendar days from date of delivery the school uniform, the options of either a refund or replacing the items must be permitted. The warranty period given by the service provider should be for 60 calendar days from date of receipt.
- 4.1.6 Note that any incomplete school uniform order will not be accepted at the time of delivery. Any incomplete school uniform order must be remedied within ten (10) working days from the date of identification by the Agency.
- 4.1.7 Deliver all the school uniform ordered in a transparent packaging per learner/beneficiary.
- 4.1.8 Ensure that the quality of the goods comply with the South African Bureau of Standards (SABS).
- 4.1.9 Provide school uniforms as approved by SASSA for the following offices:
- **Metro 1 District** (Athlone, Bellville, Khayelitsha, Wynberg Local Offices)
 - **Metro 2 District** (Cape Town, Eersteriver, Gugulethu, Mitchell's Plain Local Offices)
 - **Eden Karoo District** (George, Beaufort West, Oudtshoorn Local Offices)
 - **West Coast District** (Vredenburg, Vredendal Local Offices)
 - **Boland Overberg District** (Caledon, Paarl, Worcester Local Offices)

5. EVALUATION OF BID

5.1 Phase One: Mandatory Documents (Evaluation Criteria for Co-operative and SMME Confirmation).

It is compulsory for all bidders to submit the following Mandatory Documents:

- 5.1.1. A sworn affidavit commissioned by a Commissioner of Oath declaring that the bidder is a co-operative or small business with no more than 250 employees and a turnover of not exceeding R170 000 000 (one hundred and seventy) million. SMME's and Cooperatives Funding Policy NO. 3353.
- 5.1.2. A Companies and Intellectual Property Commission (CIPC) registration certificate which indicate the enterprise type (original or certified copy not older than three (3) months).
- 5.1.3. A B-BBEE Verification Certificate from a verification agency accredited by the South African National Accreditation System (SANAS) **or** an original B-BBEE sworn affidavit on the DTIC prescribed template commissioned by a Commissioner of Oath.

Note: The B-BBEE Verification Certificate submitted may be an original, digitally printed or a certified copy not older than three months.

Note: The B-BBEE sworn affidavit commissioned **must** be an original

Note: The B-BBEE Verification Certificate **or** the original B-BBEE sworn affidavit must be valid at the time of bid closure.

- 5.1.4. A printed CSD report featuring the type of the business registered by the bidder.

Failure to submit the above Mandatory Documents will result in bidders being disqualified and not proceeding to phase two of the evaluation.

5.2 Phase Two: Mandatory Requirement

- 5.2.1. Bidders must attend the compulsory briefing session. The briefing session will strictly commence at 10h00. **NO BIDDERS WILL BE ALLOWED TO ENTER THE BRIEFING VENUE AFTER 10H00. The signing of the attendance register will serve as confirmation of attendance.**

Failure to comply with the above Mandatory Requirement will result in bidders being disqualified and not proceeding to phase three of the evaluation.

5.3 Phase Three: Administrative Document Requirements

- 5.3.1 Submission of the required SBD 1 (Invitation to Bid);
- 5.3.2 Submission of the required SBD 4 (Declaration of Interest);
- 5.3.3 Submission of the SARS Tax compliance status pin number certificate; and
- 5.3.4 Business profile: maximum of two (2) pages and must include the following:
 - Core business
 - Years of experience
 - Business references
 - Official business address
- 5.3.5 Submission of completed and signed **Annexure A** - Local Content Declaration.
- 5.3.6 Submission of completed and signed **Annexure B** - School Uniform specification list and quantities.

Note: The above listed Administrative Document Requirements is compulsory to be submitted as part of the bid proposal when responding to this bid, however where incomplete and omission of signatures are found, SASSA may afford bidders the opportunity to rectify such at the time of evaluation.

6. CONDITIONS OF CONTRACT

- 6.1 The general conditions of contracts (GCC) as set out by National Treasury must be complied to and will form part of the service level agreement for the three (3) year period.

7. SPECIAL CONDITIONS OF CONTRACT

- 7.1 The accreditation of a successful bidder(s) is subject to the conclusion of a Service Agreement (SA) between SASSA and the successful bidder(s), governing all rights and obligations related to the required service. The SA will be prepared by SASSA to include terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by SASSA.
- 7.2 The accredited service provider(s) will be subjected to a competitive quotation procedure by the Agency for the provision of school uniform as per specification requirement list as and when the need arises for the procurement of school uniforms.

- 7.3 SASSA reserves the right to adjust the values and type of school uniform from time to time, and will provide service provider(s) adequate notice thereof.
- 7.4 Random checks may be conducted by SASSA to monitor compliance to local content and production.
- 7.5 The accredited service provider(s) must take full responsibility and accountability to execute functions attached to the service level agreement entered into. Under no circumstances will the Agency engage with any sub-contractors or other parties associated with the service provider.
- 7.6 A contingency plan is to be implemented by the service provider(s) to ensure that services are provided according to the specifications and delivery period in instances such as but not limited to industrial action, power outages/load shedding and water shortages.
- 7.7 All school uniforms orders should be accompanied by a delivery note confirming the content delivered which will also be verified by a SASSA local office official upon receipt thereof.
- 7.8 School uniform orders will be guided by the uniform specification requirements for each school and the available budget.

8. PRICING

- School Uniform for Girls must be an amount **not** exceeding: **R5 500.00**
- School Uniform for Boys must be an amount **not** exceeding: **R5 350.00**
- School Uniform for Children with special needs must be an amount **not** exceeding: **R5 500.00**
- All amounts cited above are vat inclusive for suppliers who are vat registered.
- Suppliers that are not VAT registered may not charge the agency any VAT.
- Quotations received from suppliers must be inclusive of all other costs built into the quotations.

9. BID SUBMISSION REQUIREMENTS:

- 9.1 Bidders must submit their bids on or before the stipulated closing date and time at the tender box location advertised by SASSA. **Late bids will not be considered.**
- 9.2 Bids submitted must be valid for 90 calendar days after the stipulated closing date.
- 9.3 Each bidder must attach all applicable mandatory and administrative documents in support of its bid submitted.
- 9.4 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.

- 9.5 Bidders may request clarification relating to this bid during business hours Monday to Friday (7H30- 16H00), and no less than 2 (two) working days before the closing date of the bid. All requests for clarification in relation to this bid must be sent via e-mail to (wcbids@sassa.gov.za).

10. BID CONDITIONS

- 10.1 SASSA reserves the right to cancel or not to award the bid to any bidder.
- 10.2 SASSA will not be held liable for any expenses incurred by a bidder in preparing and submitting the bid.
- 10.3 In order to evaluate and adjudicate a bid submitted effectively, the bid must be responsive to all conditions pertaining to the evaluation criteria.
- 10.4 SASSA is not obliged to accept or consider any bid in full or in part and reserves the right to accredit more than one bidder whose bid successfully conforms to the criteria as well as requirements aligned to this terms of reference.
- 10.5 Bidders shall be disqualified if found to have misrepresented information in their bid proposals.
- 10.6 Bids submitted will be subjected to the General Condition of Contract (GCC) which can be viewed on the National Treasury website: www.treasury.gov.za and the special conditions of contract stated by SASSA.

11. COMPULSORY BRIEFING SESSION(S)

A compulsory briefing session(s) will be held on a date, time and venue as determined by SASSA.

Note: It is compulsory for bidders to at least attend one (1) briefing session held.

12. LIST OF ANNEXURES ATTACHED:

- **Annexure A** - Local Content Declaration.
- **Annexure B** - School Uniform specification list



Signature of RBSC Chairperson:

ANNEXURE A

LOCAL CONTENT DECLARATION

The table below indicates the School Uniform items which may be provided per child.

Description of School Uniform items as per approved policy:			
NO:	GIRLS	BOYS	Stipulated minimum local content threshold.
1.	1 X Pair girls shoes	1 x Par boys shoes	100%
2.	3 x pairs of socks	3 x pairs of socks	100%
3.	2 x Tunics and skirts or culottes or short pants (applicable to school)	2 x shorts pants	100%
4.	2 x Long pants (girls trousers)	2 x Long pants (school trousers)	100%
5.	2 x shirts / golf shirts (applicable to school)	2 x shirts (short and/ or long sleeves) / golf shirts (as per required school uniform)	100%
6.	1 x Jersey	1 x Jersey	100%
7.	3 x Panties	3 x Underpants	100%
8.	2 x Vests	2 x Vests	100%
9.	1 x Tie (if applicable)	1 x Tie (if applicable)	100%
10.	1 x Tracksuits	1 x Tracksuits	100%
11.	2 x Short tights	1 x Belts	100%
12.	1 x Drimac (if required as part of uniform)	1 x Drimac (if required as part of uniform)	100%
13.	1 x Pull over jersey	1 x Pull over	100%
14.	1 x School bag (30L x 13W x 45H cm)	1 x School bag (30L x 13W x 45H cm)	100%
15.	1 x Raincoat	1 x Raincoat	100%

16.	1 x Gumboots	1 x Gumboots	100%
17.	1 x Blazer	1 x Blazer	100%
18.	1 x Sport short	1 x Sport short	100%
19.	1 x Sport t-shirt or golf shirt	1 x Sport t-shirt or golf shirt	100%

I,the undersigned hereby confirm that I/company will be able to manufacture the clothing items (school uniform) as per the specifications list received from SASSA.

Signature:

Date:

Bidder / Company / Co-Operative Name:

ANNEXURE B:

SCHOOL UNIFORM SPECIFICATION LIST AND QUANTITIES

- School Uniform for Girls must be an amount not exceeding: R5 500.00
- School Uniform for Boys must be an amount not exceeding: R5 350.00
- School Uniform for Children with special needs must be an amount not exceeding: R5 500.00
- All amounts cited above are vat inclusive for suppliers who are vat registered.
- Suppliers that are not VAT registered may not charge the agency any VAT.
- Quotations received from suppliers must be inclusive of all other costs built into the quotations.

The table below indicates the clothing items which may be provided per child once every two years:

No.	GIRLS	BOYS
1.	1 X Pair girls shoes	1 x Par boys shoes
2.	3 x pairs of socks	3 x pairs of socks
3.	2 x Tunics and skirts or culottes or short pants (applicable to school)	2 x shorts pants
4.	2 x Long pants (girls trousers)	2 x Long pants (school trousers)
5.	2 x shirts / golf shirts (applicable to school)	2 x shirts (short and/ or long sleeves) / golf shirts (as per required school uniform)
6.	1 x Jersey	1 x Jersey
7.	3 x Panties	3 x Underpants
8.	2 x Vests	2 x Vests
9.	1 x Tie (if applicable)	1 x Tie (if applicable)
10.	1 x Tracksuits	1 x Tracksuits
11.	2 x Short tights	1 x Belts
12.	1 x Drimac (if required as part of uniform)	1 x Drimac (if required as part of uniform)
13.	1 x Pull over jersey	1 x Pull over
14.	1 x School bag (30L x 13W x 45H cm)	1 x School bag (30L x 13W x 45H cm)
15.	1 x Raincoat	1 x Raincoat
16.	1 x Gumboots	1 x Gumboots
17.	1 x Blazer	1 x Blazer
18.	1 x Sport short	1 x Sport short
19.	1 x Sport t-shirt or golf shirt	1 x Sport t-shirt or golf shirt

NB It is important to note that schools do not necessary offer all items listed above therefore school uniform should be in line with the specific school requirements.

I hereby declare that I am fully aware of the specification indicated above.

Signature: _____

Date:

THE NATIONAL TREASURY

Republic of South Africa



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.

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General Conditions of Contract

1. Definitions

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

origin and which have the potential to harm the local industries in the RSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)