

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA: 17-26-FA-GP

BID DESCRIPTION: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR DEBT COLLECTION SERVICES ON BEHALF OF SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) GAUTENG FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Name of Institution: The South African Social Security Agency

Place where goods, works or services are required: SASSA Gauteng District Offices and Local Offices.

Date Published: 30 September 2026
Closing Date / Time: 22 October 2026 @11:00am

Bid Enquiries:
Contact Person: MR MMATHUME NKADIMENG

Email: Mmathumen@sassa.gov.za <[mailto: Mmathumen@sassa.gov.za](mailto:Mmathumen@sassa.gov.za)>
Telephone number: 011 241 8474 <[tel:011 241 8474](tel:0112418474)>

Technical Enquiries:
Contact Person: Ms TSHOLOFELO MOKGOPE <TsholofeloM@sassa.gov.za>

Email: TsholofeloM@sassa.gov.za <[mailto: TsholofeloM@sassa.gov.za](mailto:TsholofeloM@sassa.gov.za)>
Telephone number: 011 241 8382 <[tel: 011 241 8382](tel:0112418382)>

Where bid documents can be obtained:
Website: <https://etenders.treasury.gov.za> <<https://etenders.treasury.gov.za>> /
www.sassa.gov.za <<http://www.sassa.gov.za>>

Physical Address:

Where bids should be delivered:

Physical Address:
SASSA Gauteng Regional Office, 222 Smit Street, 5th Floor Tender Box, Braamfontein, 2001

Compulsory Briefing Session:

12 October 2026, 11h00 am at SASSA Benoni Local Office, 87 Elston Avenue

Special Conditions:
Yes



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

South African Social Security Agency
Gauteng Region

222 Smit Street • Braamfontein
Private Bag X120 • Marshalltown 2107
Tel: 011 241 8300
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: 17-26-FA-GP	CLOSING DATE: 22 OCTOBER 2026	CLOSING TIME:	11:00 am	
DESCRIPTION	THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR DEBT COLLECTION SERVICES ON BEHALF OF SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) GAUTENG FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA Gauteng Regional Office: 222 Smit Street, 5th Floor, Braamfontein, 2001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Mmathume Nkadameng		CONTACT PERSON	Ms Tsholofelo Mokgope	
TELEPHONE NUMBER	011 241 8474		TELEPHONE NUMBER	011 241 8382	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MmathumeN@sassa.gov.za		E-MAIL ADDRESS	MichaelNe@sassa.gov.za	
TsholofeloM@sassa.gov.za					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		(TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS 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, 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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Bid number: **SASSA: 17-26-FA-GP**

Closing Time **11:00**

Closing date: **22 October 2026**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
	1	DEBT COLLECTION	

- 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



SASSA

SBD4

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.

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.



sassa

SBD4

Full Name	Identity Number	Name of State institution

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.

SBD4



- 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 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.

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.

SBD4



I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

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

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10	20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9	18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8	16		
B-BBEE Status Level 1 - 2 contributor	7	14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	5	12		
B-BBEE Status Level 3 - 4 contributor	4	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
Others (Non-Compliant)	0	0		
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.				

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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)

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 | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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.

The appointment of a panel of service providers for debt collection services on behalf of South African Social Security Agency (SASSA) Gauteng for a period of thirty-six (36) months.



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR DEBT COLLECTION SERVICES ON BEHALF OF SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) GAUTENG FOR A PERIOD OF THIRTY-SIX (36) MONTHS.



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at the right time and place. NJALO!]*

South African Social Security Agency
Gauteng

222 Smit Street, Braamfontein Johannesburg 2000
Private Bag X120 Marshalltown 2107
Tel: +27 011 241 8300
www.sassa.gov.za

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Gauteng

222 Smit Street, Braamfontein Johannesburg 2000
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Tel: +27 011 241 8300
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ACRONYMS

1. B-BBEE : Broad Based Black Economic Empowerment
2. CSD : Central Suppliers Database
3. CIPC : Companies and Intellectual Property Commission
4. EME : Emerging Micro Enterprise
5. GCC : General Conditions of Contract
6. GP : Gauteng
7. SAA : Social Assistance Act
8. SABS : South African Bureau of Standards
9. SANAS : South African National Accreditation System
10. SANS : South African National Standards
11. SAPS : South African Police Services
12. SASSA : South African Social Security Agency
13. SBD : Standard Bidding Documents
14. SCC : Special Conditions of Contract
15. SSA : State Security Agency
16. VAT : Value Added Tax
17. ADRA : Association of Debt Recovery Agents



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Tel: +27 011 241 8300
www.sassa.gov.za

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1. INTRODUCTION

1.1. The South African Social Security Agency (SASSA) has been established in terms of the South African Social Security Agency Act, 2004 (Act No.9 of 2004). The Agency is responsible for the management, administration and payment of social assistance (social grants).

1.2. The Agency is a national Agency of government (comprised of Head Office located in Gauteng Province [Pretoria], and nine regional offices. SASSA Gauteng regional office is statutorily mandated to administer and pay the following social grants:

- a) Old Age Grant;
- b) Grant in Aid;
- c) War Veteran Grant;
- d) Disability Grant;
- e) Child Support Grant;
- f) Care Dependency Grant;
- g) Foster Child Grant;
- h) Social Relief of Distress and
- i) Child Support Grant Top-up

1.3. SASSA GP Regional office is responsible for social grant debts emanating from 1.2 (a-i) portfolio above and the staff debt portfolio. These portfolios are managed by the General Manager Finance.

1.4. The staff debt book and third-party debt book portfolios are managed at the SASSA GP Regional Office. These types of debts include, *inter alia*, the following:

- a) Supplier overpayments;
- b) Motor accidents;
- c) Salary overpayment;
- d) Contravention of bursary or study aid policy or contracts, and



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- e) Theft & losses of assets;

3. PURPOSE

- 3.1. To appoint a maximum of two (2) service providers to constantly manage, collect or recover all outstanding debts due to the Agency in accordance with, inter alia, the terms incorporated herein as well as applicable prescripts for the duration of 36 months.

4. BACKGROUND

- 4.1. In the execution of its mandate, the Agency experiences inclusion errors giving rise to debts owed to the Agency by either social grant beneficiaries or employees of the Agency.
- 4.2. These inclusion errors relate to instances where a beneficiary's financial status (which made him/her eligible to receive social grant) changes or improves, thereby rendering him or her not eligible to receive a social grant. Irrespective of any such change in the beneficiary's financial status, he or she continues to receive a social grant resulting in such a payment of social grant to that beneficiary regarded as a overpayment.
- 4.3. It is upon such instances that beneficiaries become liable to repay the social grant money (overpayment) received; and therefore, be identified as debtors.
- 4.4. There are also instances where, due to various circumstances (i.e. non-compliance with study aid contracts, overpayment of salaries, damages and loss of assets and so forth) that SASSA is responsible for recovering monies from its current or former employees.
- 4.5. The growth in the SASSA's debt book as well as the audit findings in relation to the social assistance (social grants) funds have necessitated the need for an immediate action to ensure the effective and efficient management of social assistance debts and staff (employees) debts to avoid any negative audit outcomes for both the Department of Social Development (DSD) and the SASSA.



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4.6. SASSA has, in terms of the Public Finance Management Act, (Act No. 1 of 1999); Social Assistance Debt Policy; the South African Social Security Agency Staff Debt Policy; and other applicable prescripts responsible to manage and collect or recover all debts.

4.7. SASSA has identified two major challenges, namely, wrong and outdated beneficiary personal information, such as addresses as well as the incorrect financial status of the debtor. These major challenges disadvantage SASSA in effective and efficient management, collection or recovery of the debts. Therefore, SASSA Gauteng seeks to appoint a maximum of two (2) service providers that will constantly manage, collect or recover all outstanding debts due.

5. DELIVERABLES

5.1. The debt collector must have the ability to deliver the following services:

5.2. Trace, collect and recover any outstanding amounts from the debtors as per SASSA instructions, and the defaulting debtors will be blacklisted with any registered credit bureau. However, debt collectors must ensure that the applicable processes are followed, and above all, debtors are notified of the intention to blacklist them.

5.2.1. Adhere and comply with all applicable legislation, including the SASSA Policies and DSD Policies when collecting or recovering the debts.

5.2.2. Record settlement arrangements made by the debtor and inform SASSA:

5.2.2.1. to update information regarding the debtor's particulars (e.g. postal, physical addresses; contact details and so forth).

5.2.2.2. of any information relating to the debtor, which has come to the attention of the service provider.



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- 5.2.3. Obtain such information (for no other purpose, whatsoever, except to collect any outstanding monies on behalf of SASSA) as it may be required regarding the debtor.
- 5.3. Follow up and collect from the targeted group (namely, public servants; social grant recipients or beneficiaries, employees, ex-employees or other debtors as per SASSA's instructions issued from time to time).
- 5.4. The debt collector must provide at own cost all hardware and software required to provide the necessary services to SASSA Gauteng.
- 5.5. A formal service level agreement (SLA) will be signed by both parties upon the award of contract.
- 5.6. The expected output or outcome from the rendering of the above services is the increase in the debts amount collected.

6. DEBT COLLECTION ACTIVITIES

- 6.1. The pre-legal debt collection services for the collection of revenue on overdue accounts of 60 days and above, on a commission basis, include the following:
 - 6.1.1. Debtor identification through an arrears extract or preferably through an interface with the SASSA's financial system.
 - 6.1.2. Filtering arrears information for import into the debt collector's system.
 - 6.1.3. Also be available to be on-site twice a week to ensure thorough communication and skills transfer on debtor related matters,
 - 6.1.4. Soft and hard tracing,
 - 6.1.5. Letter of demand,
 - 6.1.6. Telephonic, email and SMS interaction with debtor,
 - 6.1.7. Negotiating acceptable payment agreements in accordance with Credit Control and
 - 6.1.8. Debt Collection Policy, such agreements will apply to all debt arrangements,
 - 6.1.9. Follow up on negotiated agreements,
 - 6.1.10. Identification of defaults on negotiated agreements.



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The appointment of a panel of service providers for debt collection services on behalf of South African Social Security Agency (SASSA) Gauteng for a period of thirty-six (36) months.

6.2. The legal debt collection services for the collection of revenue on overdue accounts interpreted and handed off for legal collection, on a per service billing, include the following:

- 6.2.1. Soft and hard tracing
- 6.2.2. Preparation of summonses
- 6.2.3. Obtaining judgements

7. CONDUCT OF DEBT COLLECTOR

- 7.1. SASSA Gauteng expects a high standard of delivery and that all reasonable steps, to recover debt as speedily, cost effectively and appropriately as possible, will be instituted timeously and without undue delay.
- 7.2. The debt collector must assess and report to SASSA Gauteng on the prospects and cost effectiveness of the recovery of debt and shall immediately advise SASSA Gauteng, in writing, of irrecoverable matters and close its file upon instruction in respect hereof.
- 7.3. The debt collector will not accept work from the SASSA Gauteng when the debtor is their client, to avoid conflict of interest.
- 7.4. The debt collector will treat debtors humanely and with the utmost empathy and always uphold the dignity of debtors.
- 7.5. The debt collector will be required to take the necessary action against debtors placed under administration or debt review and act on behalf of SASSA Gauteng in business rescue and liquidation matters and in executions where SASSA Gauteng has a vested interest.
- 7.6. The debt collector shall not settle or compromise any claim or initiate litigation on behalf of SASSA Gauteng, without the necessary consultation and approval of SASSA Gauteng.



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7.7. The debt collector is not required to receive payments on behalf of SASSA Gauteng on any matter that has been handed over for legal proceedings.

8. COLLECTION INSTRUCTIONS & PROCEDURES

8.1. The debt collector shall accept all such instructions as may be handed over by SASSA Gauteng.

8.2. SASSA Gauteng shall be entitled from time to time and in its discretion to instruct the debt collector to collect any debt by delivering to the debt collector, electronically or any other form reasonably acceptable to the debt collector.

8.3. The following procedures shall be observed to ensure efficient and effective collection:

8.4. Should the debtor fail to pay or otherwise settle the matter in terms of a written demand, the debt collector shall institute action in a competent court for payment of the outstanding debt.

8.4.1. In the event of the debtor failing to pay or otherwise settle the matter on receipt of summons, the debt collector shall proceed with judgment and execution in terms of the rules of the court concerned, but with prior approval from the SASSA Gauteng.

8.4.2. In the event of the debtor defending any action instituted against him/her, the debt collector shall report such and shall not proceed with the prosecution of such action, unless otherwise instructed by SASSA Gauteng.

8.4.3. In the event of judgment being granted in favor of SASSA Gauteng, the debt collector shall proceed with execution and/or such further steps as may be available in terms of the Rules of the Court concerned for collecting the outstanding amount.

8.5. To SASSA Gauteng 's satisfaction:



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- 8.5.1. maintain adequate and correct records and details of payments by debtors, amount charged, legal fees charged on the debts and outstanding balances in respect of each debt.
- 8.5.2. collect each debt strictly on an "individual matter" basis and maintain a separate account, file and record in respect of each debt.
- 8.5.3. be entitled in circumstances where he/she is of the opinion after reasonable enquiry that the debtor is unable to pay the whole amount of the debt immediately, to accept payment in monthly instalments over a period not exceeding 36 months, provided that the debtor agrees to pay all costs as between the debt collector and client.
- 8.5.4. Inform SASSA Gauteng when the debt collector becomes aware of any change to the personal Information of the debtor's postal address and telephone details, or any other details.
- 8.5.5. request instructions from the SASSA Gauteng as to any settlement of any matter which may be proposed by the debtor.
- 8.6. Any request for instructions or any settlement proposal shall be transmitted by the debt collector electronically to SASSA Gauteng.
- 8.7. Regarding instructions relating to the facts of the matter to enable the debt collector to plead or to prepare to trial, the request for such instructions shall be hand delivered to SASSA Gauteng.
- 8.8. The debt collector shall have access to SASSA Gauteng Debt book handed over and any other related system reports.
 - 8.8.1. To check the balance outstanding on any account in respect of which he/she has been instructed to collect and for viewing and enquiries.
 - 8.8.2. To ascertain payments made by the debtor to SASSA Gauteng.



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- 8.8.3. To inform SASSA Gauteng to update information regarding the debtor's postal address and telephone details.
- 8.8.4. To record settlement arrangements made by the debtor with the debt collector.
- 8.8.5. To ascertain whether the debtor has made any settlement arrangement with SASSA Gauteng.
- 8.8.6. To inform SASSA Gauteng of any information relating to the debtor which has come to the attention of the debt collector.
- 8.8.7. To obtain such information as a debt collector may require regarding the debtor, and for no other purpose whatsoever.
- 8.9. The debt collector shall within five days (5) of the information becoming available, report to SASSA Gauteng electronically and provide SASSA Gauteng with the information regarding:
 - 8.9.1. Payments received from the debtor.
 - 8.9.2. Approved charges, in accordance with legislation, levied by debt collectors.
 - 8.9.3. Arrangements for payment of instalments should be concluded with debt collector and not SASSA Gauteng.
 - 8.9.4. Other settlements arrangements made with the prior consent of SASSA Gauteng.
 - 8.9.5. Any other information which the debt collector is entitled to record on the SASSA Gauteng 's computer system.
- 8.10. The debt collector shall ensure that debtors make payment direct to the SASSA Gauteng nominated bank account and not to the appointed debt collector's account or its agents.



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- 8.11. All amounts collected shall be paid directly into SASSA Gauteng nominated bank account.
- 8.12. Debt collectors are not allowed to receive or accept money on behalf of SASSA Gauteng.
- 8.13. The debt collector shall ensure that they put adequate internal control measures in place to ensure that the following information is regularly verified on the SASSA Gauteng 's financial system:
 - 8.13.1. any payment made direct to SASSA Gauteng by any debtor in respect of whom the debt collector has been instructed to collect any amount owing.
 - 8.13.2. any information relating to any such debtor which may come to the knowledge of SASSA Gauteng.

9. WITHDRAWAL OF INSTRUCTIONS

9.1. SASSA Gauteng may at any time:

- 9.1.1. Instruct the debt collector to cease proceedings against any debtor.
- 9.1.2. Withdraw any instruction in respect of the collection of the amount owing by any debtor.
- 9.1.3. After a period of six months, the debt collector shall report to SASSA Gauteng if the debt is not paid in full or if no satisfactory arrangement with the debtor to pay the debt has been concluded.
- 9.1.4. SASSA Gauteng shall be entitled to request reasons from the debt collector as to why no, or poor collection of debt was achieved.
- 9.1.5. The debt collector shall be obliged to furnish such reasons to SASSA Gauteng within 14 days of request for such information.
- 9.1.6. In event of SASSA Gauteng withdrawing the instruction of the debt collector in relation to any debtor, the debt collector shall nevertheless, be entitled to



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commission upon the amounts subsequently collected and paid directly to the SASSA Gauteng for a period not exceeding 30 (thirty) days from the date on which SASSA Gauteng issued the withdrawal notice.

9.2. SASSA Gauteng may set quarterly collection target.

10. REIMBURSEMENT FOR DEBT COLLECTION SERVICES

10.1. The fees payable to the debt collector in respect of any monies collected by them from any debtor in respect of whom the debt collector has received instructions shall be based on commission of amounts collected. Debt collectors should indicate their preferred percentage underneath (NB: insert commission rate below).

COMMISSION RATE _____ % (percent)

10.2. Payment will be based on commission of the amount collected. Debt collector should provide their own preferred amount of commission.

10.3. All amounts collected on the handed over accounts shall be entitled to a commission.

10.4. All commissions payable for the service shall be inclusive of Value Added Tax (VAT).

11. REIMBURSEMENT FOR LITIGATION

11.1. SASSA Gauteng may reimburse the debt collector on litigation matters against the debtor.

11.2. The debt collector shall obtain approval from SASSA Gauteng prior to instituting any legal action in the competent court of law against the debtor.

11.3. As part of price evaluation, the schedule of fees below must be completed to guide SASSA Gauteng on how to reimburse the debt collector on litigation matters against the debtor:



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A: UNDEFENDED CASES	TARIFF (R)
Registered Letter	
Summons (all cases to R399 999)	
Judgement (less than R10 000)	
Judgement (R10 000 - R50 000)	
Judgement (R50 000 - R200 000)	
Judgement (R200 000 - R399 999)	
Rules 12 & 54 notice (B&C)	
Rules 12 & 54 notice (D)	
Attending court (No Council) B	
Attending court (No Council) C	
Attending court (No Council) D	
Letter of Demand: Rule 57 (1) A & B	
Letter of Demand: Rule 57 (1) C & D	
Consent to judgement (B & C)	
Consent to judgement (D)	

B: PART III DEFENDED ACTIONS AND INTERPLEADER PROCEEDINGS	TARIFFS(R)		
	Scale B	Scale C	Scale D
Taking instructions to sue, defend, counterclaim, or defend a counterclaim,			
Summons			
Particulars of Claim or Declaration			
Appearance (Attendance e.g. to issue summons,)			
Notice under Rules 12 (2) and 21B (2)			
Plea			
Claim in reconvention			
Reply			
Drawing up of all documents not specifically mentioned			



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B: PART III DEFENDED ACTIONS AND INTERPLEADER PROCEEDINGS	TARIFFS(R)		
	Scale B	Scale C	Scale D
Production of documents for inspection or inspecting documents Per 15 min*			
Pagination and indexing of pleadings Per 15 min*			
Recording of statements by witnesses Per 15 min*			
Notice of trial or reinstatement			
Preparing for trial (if counsel is not employed)			
Attendance at settlement negotiations Per 15 min*			
Drawing up heads of argument Per 15 min*			
Attending court during trial, on-the-spot inspection, postponement,			
a) If counsel is not employed Per 15 min*			
b) If counsel is employed Per 15 min*			
Attending pre-trial conference Per 15 min*			
Attending court to hear reserved judgment			
Correspondence:			
a) Letter (per folio) Per 15 min*			
b) Letter received (perusal incl.)			
Attendance, not otherwise provided for			
Formal telephone call			
Telephone consultation Per 5 min*			
Consultation, not otherwise provided for Per 15 min*			
Refresher fee, in postponed or partly heard trial			
Waiting time at court per 15 min*			
Traveling time			

C: PART III OTHER MATTERS	TARIFFS(R)		
	Scale B	Scale C	Scale D
Consultations and settlement negotiations (opposed) (R)			
Taxation: Drawing up bill of costs (%)			



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C: PART III OTHER MATTERS	TARIFFS(R)		
	Scale B	Scale C	Scale D
Taxation: Attending taxation			
i. First R 10 000.00 or portion thereof			
ii. Second R 10 000.00 or portion thereof			
iii. Balance of the bill			
Taxation: Attending review of taxation or service			
Taxation: Affidavit			
i) Emoluments attachment order (Form 38)			
ii) Reissue (Certificates included)			
Application for costs on notice (Incl. appearance)			
Obtaining a certified copy of judgment			
Affidavit or certificate by judgment debtor or by his or her attorney			
Registered letters in terms of Sec 65 A (2), Sec 65 E (6) or Sec 65 J (2) by the creditor or by his or her attorney			
Rule 45 (7) affidavit or affirmation by debtor			
Request for an order under Sec 65			
Attending postponed proceedings in terms of Sec 65E (3) or proceedings pursuant to the arrest of a judgment debtor, director or officer or pursuant to a Sec 65A(8)(b) notice			

D: ATTENDANCE AND PERUSAL: MAGISTRATE COURT	TARIFFS(R)		
	Scale B	Scale C	Scale D
Affidavit, pleading, attorney's advice and drafts, report, important letter, notice or document			
- Attorney hourly rate			
- Candidate Attorney hourly rate			
Any formal letter, judgements or any material document not elsewhere specified			
- Attorney hourly rate			



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D: ATTENDANCE AND PERUSAL: MAGISTRATE COURT	TARIFFS(R)		
	Scale B	Scale C	Scale D
- Candidate Attorney hourly rate			
Any plan or exhibit or other material document necessary for the conduct of the action			
- Attorney hourly rate			
- Candidate Attorney hourly rate			
Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal (per 15 minutes)			
- Attorney hourly rate			
- Candidate Attorney hourly rate			
Necessary telephone calls, excluding actual costs (per 5 minutes)			
- Attorney hourly rate			
- Candidate Attorney hourly rate			
Drawing up, making necessary copies, and attending to settlement			
- Attorney hourly rate			
- Candidate Attorney hourly rate			
Drawing up, making necessary copies, and attending to settlement			
- Attorney hourly rate			
- Candidate Attorney hourly rate			

E: ATTENDANCE AND PERUSAL: HIGH COURT	TARIFFS(R)		
	Scale B	Scale C	Scale D
Affidavit, pleading, advocate advice and drafts, report, important letter, notice or document			
- Attorney hourly rate			
- Candidate Attorney hourly rate			
Any formal letter, judgements or any material document not elsewhere specified			



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E: ATTENDANCE AND PERUSAL: HIGH COURT	TARIFFS(R)		
	Scale B	Scale C	Scale D
- Attorney hourly rate			
- Candidate Attorney hourly rate			
Any plan or exhibit or other material document necessary for the conduct of the action			
- Attorney hourly rate			
- Candidate Attorney hourly rate			
Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal (per 15 minutes)			
- Attorney hourly rate			
- Candidate Attorney hourly rate			
Necessary telephone calls, excluding actual costs (per 5 minutes)			
- Attorney hourly rate			
- Candidate Attorney hourly rate			
Drawing up, making necessary copies, and attending to settlement			
- Attorney hourly rate			
- Candidate Attorney hourly rate			
Drawing up, making necessary copies, and attending to settlement			
- Attorney hourly rate			
- Candidate Attorney hourly rate			

F: DISBURSEMENTS	R		
Sherif, courier and cellular charges shall be charged at the actual cost thereof.			
Sheriff's fee			
Tracing Fee			
Telephone cost (per 5 minutes)			
Counsel Fee's (per hour)			



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F: DISBURSEMENTS	R		
Correspondent Fee			
Courier service fee			
Travelling fee (per km)			



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12. PERFORMANCE

12.1. Performance will be measured according to the following scale:

- 12.1.1. Performance assessment and evaluation will be conducted quarterly.
- 12.1.2. Outstanding or excellent performance may be rewarded by SASSA Gauteng.
- 12.1.3. Performance review will be conducted annually, and the services of poor performing debt collectors may be terminated.

12.2. Performance will be measured according to the following scale (%):

Excellent	Good	Fair
4 and above	2-3	0-1

- 12.2.1. Additional incentive will be allocated to outstanding performance.
- 12.2.2. An incentive of two (2) percent above the commission price will be paid to outstanding or excellent debt collectors who managed to collect 4 percent and above per quarter of the year of total debt handed over.

13. PAYMENT FILE

13.1. Within ten (10) working days at the end of each month, the debt collector shall prepare an account which shall be transmitted to SASSA Gauteng in electronic format in which the following entries for the month immediately appear:

- 13.1.1. The amounts collected from each debtor by the debt collector.
- 13.1.2. The amounts collected from each debtor in respect of which the debt collector had received instructions and had commenced the collection procedure.



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- 13.1.3. All matters that warrant litigation will be negotiated with the Project Manager.
- 13.1.4. The debt collector incurred debtor charges in respect of defended actions during, the course of the month concerned.
- 13.1.5. The debt collector shall submit the tax invoice and statement of account for SASSA Gauteng to effect a payment.

14. INSURANCE, AUDIT CERTIFICATES AND WARRANTIES

- 14.1. The debt collector shall maintain at its own cost insurance for a minimum amount covering the collection payments equivalent to two months' current payments made directly to the debt collector and any loss, liability or damage which the SASSA Gauteng may suffer arising out of non-compliance with any law and regulation pertaining to the collection of debt on behalf of the SASSA Gauteng.
- 14.2. SASSA Gauteng shall be entitled to inspect the records of the debt collector relating to the collection of debts on behalf of SASSA Gauteng.
- 14.3. The appointed attorney acting on behalf of SASSA Gauteng warrants that it shall always be registered in Gauteng with the Legal Practice Council (LPC).
- 14.4. The debt collector warrants that it shall always be a member of ADRA and registered as a debt collector under the provisions of the Debt Collectors Act and shall comply with all the provisions, code of conduct and regulations under the Act.

15. REPORTING REQUIREMENTS

- 15.1. The debt collector will be required to report to the following officials:
 - a) For operations: Senior Manager: Financial Accounting SASSA Gauteng.
 - b) For the implementation of the project: General Manager: Finance SASSA Gauteng and in accordance with the project plan.



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- 15.2. The debt collector will report as per SASSA Gauteng requirements (which shall be in electronic format - excel or any data source report).
- 15.3. The expected report shall be submitted to Gauteng Regional office monthly, and shall contain, inter alia, the following:
 - a) The list of debtors that have paid into SASSA bank account.
 - b) Debtors with arrangements as per the SASSA and DSD policies.
 - c) Debtors requesting arrangements outside the approved policies.
 - d) Debtors with once-off payment arrangement.
 - e) Debtors not found/untraceable.
 - f) Debtors who are deceased.
 - g) Monthly detailed reconciliation of a debt book
 - h) Any other information that is relevant and available.

16. SASSA RESPONSIBILITIES

- 16.1. SASSA shall:
 - a) Provide the debt collector with the Gauteng debt book database
 - b) Provide a bank report to debt collectors
 - c) Pay a commission fee on monthly basis
 - d) Recall all cases that are untraceable, unrecoverable and deceased cases.

17. BID CONDITIONS OF CONTRACT

- 17.1. Any misrepresentation of information will lead to disqualification of the bid.
- 17.2. Copy of a certified copy will not be acceptable (certified copies must not be more than Six (6) months old).
- 17.3. SASSA Gauteng reserves the right to award a bid based on the best value for money, even if such a bid is not the lowest price.



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- 17.4. SASSA Gauteng reserves the right to cancel or not to award the bid to any service provider.
- 17.5. SASSA Gauteng reserves the right to appoint one (1) or two (2) service providers or not to appoint any service provider at all.
- 17.6. SASSA Gauteng reserves the right to award the bid as a whole or only partially.
- 17.7. SASSA Gauteng reserves the right to cancel this bid at any time with no cost implications.
- 17.8. SASSA Gauteng will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bid.
- 17.9. Prospective service provider/s shall have to treat all available data provided by SASSA Gauteng in the process as strictly confidential. Such data remains the property of SASSA Gauteng.
- 17.10. The price must be all-inclusive of variable costs including travelling and accommodation, and any other related costs.
- 17.11. Any patents or copyright developed from this project will belong to SASSA Gauteng.
- 17.12. SASSA Gauteng may conduct site visits and reference checks to verify the information provided.
- 17.13. Obtained information shall be used for no other purposes, whatsoever, except to collect any outstanding monies on behalf of SASSA, as may be required regarding the debtor.
- 17.14. The debt collector shall ensure that all collection methods comply in all respects with the provisions of the Magistrate's Court Act No. 32 of 1944 as amended, and the Debt Collectors Act No. 114 of 1998 as amended, credit control and debt collection policy of SASSA and other applicable legislations.



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18. LATE SUBMISSION

18.1. Bids received at the address indicated in the bid documents, after the closing date and time, will not be accepted for consideration.

19. BID EVALUATION CRITERIA

19.1. Bids proposals will be evaluated in terms of the below-mentioned criteria in accordance with the **80/20** principle: The evaluation will be divided into two stages; -

STAGE ONE:

Phase One:	Mandatory Requirements
Phase Two:	Administrative Compliance
Phase Three:	Functionality Criteria
Phase Four:	Infrastructure Inspection

STAGE TWO:

Price and specific goals

19.2. STAGE ONE:

19.2.1. PHASE ONE: MANDATORY REQUIREMENTS

- (i) Compulsory briefing session.
- (ii) Bidder(s) must fully complete and meet all minimum requirements of the specification as per **Annexure A** (Experience), **paragraph 9** and **paragraph 10** (Pricing Schedule).
- (iii) Valid registration with Council for Debt Collectors or registration as member of the Association of Debt Recovery Agents "ADRA".

NB: Failure to meet the above special conditions of the contract will result in the disqualification of the bid.



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19.2.2. PHASE TWO: ADMINISTRATIVE COMPLIANCE

Administrative Compliance requirements	
Valid Tax compliant status (SARS Tax Pin Certificate)	
Proof of Registration on the Central Supplier Database (CSD) with National Treasury (CSD Registration Report)	
Certified copy of original Identity Document of each director as per (CIPC) (certified within 6 months). (A copy of a certified copy will not be accepted).	
A valid BBBEE Certificate/ Sworn Affidavit	
Fully completed and signed Standard Bidding Document Forms (SBDs).	
• SBD 1 • SBD 3.1 • SBD 4 • SBD 6.1	
NB: Failure to submit the above documents after being given an opportunity to re-submit will lead to disqualification of the bid.	

19.2.3. PHASE THREE: FUNCTIONALITY CRITERIA

1-Very Poor, 2-Poor, 3-Good, 4- Very Good, 5-Excellent

EVALUATION CRITERIA		WEIGHT
Experience in the debt collection industry		100
A. Capability and experience		
Bidders must provide:		30
Company profile detailing their organisational structure, offices within the jurisdiction of South Africa and infrastructure to render services and the bidder's background and expertise on debt collection services. (Reference letters in line with award letters)	Score	
0 to 1 years	1	
Above 2 years to 3 years	2	
Above 3 years to 4 years	3	
Above 4 years to 5 years	4	
Above 5 years	5	



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Gauteng

222 Smit Street, Braamfontein Johannesburg 2000
Private Bag X120 Marshalltown 2107
Tel: +27 011 241 8300
www.sassa.gov.za

The appointment of a panel of service providers for debt collection services on behalf of South African Social Security Agency (SASSA) Gauteng for a period of thirty-six (36) months.

EVALUATION CRITERIA		WEIGHT
Bidder to have successfully completed accumulative contracts to the value exceeding R1M in the field of debt collection within the last 5 years of the closing date of this bid. (Reference letters in line with award letters)		
Value of Contracts	Score	20
R0-R1M	1	
Above R1M – R2M	2	
Above R2M – R3M	3	
Above R3M – R4M	4	
Above R4M	5	
NB: Reference letter must have letter head, contact details, name of organization, nature of service, duration of contract, value of the contract and signed by the relevant project manager		
Experience & qualifications of key staff to execute the project (Project Manager and debt collection team)		
The bidder must provide a dedicated team of debt collectors led by the Project Manager who will attend to regular contract review meetings with the Agency.		
The bidder provides a CV of the Project Manager indicating years of experience in debt collection with a qualification in legal or debt collection (reference letter from the current organization and/or past):	Score	10
0 to 1 year	1	
Above 1 year to 3 years	2	
Above 3 years to 4 years	3	
Above 4 years to 5 years	4	
Above 5 years	5	
Years of experience of staff being an admitted attorney with the right to appear in High Court (reference letter from the current organization and/or past):	Score	10
0 to 1 year	1	
Above 1 year to 3 years	2	
Above 3 years to 4 years	3	
Above 4 years to 5 years	4	
Above 5 years	5	



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EVALUATION CRITERIA		WEIGHT	
Number of years registered as debt collector with a debt collection body (Association of Debt Recovery Agents "ADRA"):	Score	15	
Less than one year	1		
Above 1 year to 3 years	2		
Above 3 years to 4 years	3		
Above 4 years to 5 years	4		
Above 5 years	5		
Collection Process		15	
a) Bidder to demonstrate how the collection process will be conducted in ensuring that debt is collected efficiently and ethically. Explain the process from beginning to end.			
b) Bidder to demonstrate how the collection process will be conducted in ensuring that debt is collected efficiently and ethically. Explain the process from beginning to end.			
(i) A and B			
(c) Identify possible recovery challenges/risks, the impact of the risk, the likelihood of the risk and the risk magnitude. Explain how the risk will be mitigated and monitored.			
(ii) A,B and C			

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



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19.2.4. PHASE FOUR: INFRASTRUCTURE INSPECTION

19.2.4.1. SASSA will conduct Infrastructure Compliance Inspections on the three (03) highest recommended bidders on price and specific goals before the award of the contract. (Bidders should meet all requirements as per Annexure B, should any of the three highest scoring recommended bidders not meet any of requirements as per the Annexure B checklist, the next highest recommended bidders shall be considered).

19.3. STAGE TWO: PRICE AND SPECIFIC GOALS

19.3.1. Bidders will be evaluated on Price and Preference Points System based on Paragraph 9 and 10 and BBBEE Status Level of Contribution. Incomplete Paragraph 9 and 10 (Pricing Schedule) will not be evaluated and will be disqualified.

Price and specific goals	100
Price	80
Specific goals	20

Points awarded for B-BBEE Status Level of Contribution (specific goal)

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:

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

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 claimed (80/20 system) (To be completed by the tenderer)
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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 disable ownership	16	
B-BBEE Status Level 1-2 contributor	14	
B-BBEE Status Level 3-8 contributor with at least 51% youth or disable ownership	12	
B-BBEE Status Level 3-4 contributor	8	
B-BBEE Status Level 5-8 contributor	4	
Others (non-compliant)	0	

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

NB: Bidders must submit a BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System



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(SANAS) or a Sworn Affidavit signed by Emerging Micro Enterprise (EME) representative and attested by the Commissioner of Oaths, or CIPC BBBEE Certificate. Failure to submit a certificate from accredited verification agency or sworn affidavit or CIPC BBBEE Certificate substantiating the BBBEE status level of contribution or non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for BBBEE.

20. JOINT VENTURE AND CONSORTIUM

- 20.1. Where a joint venture or consortium are formed, a copy of the joint venture or consortium agreement must be attached.
- 20.2. Companies will be individually required to comply with administrative compliance requirements (Companies must submit individual or separate CSD Reports, Valid Tax Pin Certificate).
- 20.3. In the event of a Joint venture and Consortium, a Joint venture/Consortium must submit a consolidated BBBEE Status Level Contributor in the name of a Joint Venture and not for individual bidders/companies)

21. PROJECT COST/PRICE

- 21.1. Project Cost
 - 21.1.1. The bidder must provide price proposal (commission percentage and litigation costs) for the duration of the contract.
 - 21.1.2. Cost must be VAT inclusive and quoted in South African Rand for VAT registered companies.
 - 21.1.3. Commission rate must be an all-inclusive rate (direct and indirect costs) that may be incurred by the bidder in rendering the service. No other costs will be accepted after an award.



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22. METHOD OF PAYMENT / REMUNERATION OF THE DEBT COLLECTOR

- 22.1. Monthly billing as per the agreed commission percentage (%) on the total collected as per SASSA instructions.
- 22.2. The litigation cost reimbursement depends on agreed costs approved by SASSA Gauteng.

23. BRIEFING SESSIONS

- 23.1. Compulsory Briefing session will be held as an essential part of this bidding process, as it promotes efficiency, transparency and equality. The session further affords the bidders an opportunity to clearly understand the services required, and the environment in which the services will be rendered.
- 23.2. All supplier(s) to be present at the briefing session within fifteen (15) minutes of opening and stay throughout the duration of the session (No supplier(s) will be allowed in the venue fifteen (15) minutes after the opening of the briefing session). Upon completion of briefing session, a register will be circulated and will serve as proof as one of the mandatory conditions. An individual is prohibited from representing more than one service provider

24. ENQUIRIES

- 24.1. The following officials can be contacted with respect to bid enquiries, from the date of advert until five (5) days before the bid closing date.

Technical enquiries may be directed at Supply Chain Management and to:

Name and surname	Designation	Email	Contact
Ms. Tsholofelo Mokgope	Technical	TsholofeloM@sassa.gov.za	(011) 241 8382
Mr. Mmathume Nkadimeng	Supply Chain Management	MmathumeN@sassa.gov.za	(011) 241 8474



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25. SUBMISSION OF TENDER DOCUMENTS

Completed tender documents must be deposited in the tender box situated at

SASSA Gauteng Regional Office

222 Smit Street

5th Floor Tender Box

Braamfontein

Johannesburg



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ANNEXURE A

NB: SASSA shall verify the contents of this list directly with the bidders' clients. Bidders are required to complete this table in full.

TABLE OF EXPERIENCE CURRENT AND PREVIOUS CONTRACTS (CLIENT BASE)

A list of current and previous contracts not older than five (5) years, accompanied by referral letters as well as award letters, which are relevant to the service required in the bid specifications, must be attached to the bid proposal. This template must be used and must be completed in full.

Indicate all the current and previous contracts accompanied by referral letters as well as award letters, which should be from the clients indicated in the table below and **ONLY** those relevant to services required in the bid specifications.

Name of client / organization where services of similar nature has been rendered/implemented (Debt Collection Services)	Contract period (indicate start and end dates) e.g. 1 April 2020 to 31 March 2025	Nature of services provided in terms of values and number of transactions. (e.g. debt collection and R1 000 000)	Contact person and telephone numbers of your client (e.g. Name and Surname, email address and telephone number/s)



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NB: Bidders to submit proof of office ownership (Municipal Rates Account). In terms of leasing, the Bidder to submit the lease agreement signed by both the lessor and lessee.



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