

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA: 03-24-RI-GP

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO RECRUIT AND APPOINT SIXTEEN (16) CONTRACT WORKERS FOR A PERIOD UP 31 MARCH 2025 ON BEHALF OF SASSA GAUTENG REGION

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: 09 September 2024
Closing Date / Time: 30 September 2024 @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: MICHAEL NEVHARI

Email: MichaelNe@sassa.gov.za <[mailto: MichaelNe@sassa.gov.za](mailto:MichaelNe@sassa.gov.za)>
Telephone number: 011 241 8392 <[tel: 011 241 8392](tel:0112418392)>

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, Braamfontein, 2001

Compulsory Briefing Session:

17 September 2024, 11h00 am at SASSA Benoni Local Office, 5th Floor Boardroom, 87 Elston

Special Conditions:
Yes

South African Social Security Agency
Gauteng Region

222 Smit Street • Braamfontein
Private Bag X120 • Marshal town 2107
Tel: 011 241 8300
www.sassa.gov.za



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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 03-24-RI-GP	CLOSING DATE: 30 September 2024	CLOSING TIME:	11:00 am	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RECRUIT AND APPOINT SIXTEEN (16) CONTRACT WORKERS FOR A PERIOD UP 31 MARCH 2025 ON BEHALF OF SASSA GAUTENG REGION				
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	Mr Michael Nevhari	
TELEPHONE NUMBER	011 241 8474		TELEPHONE NUMBER	011 241 8392	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MmathumeN@sassa.gov.za		E-MAIL ADDRESS	MichaelNe@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: 03-24-RI-GP**

Closing Time **11:00**

Closing date: **30 September 2024**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
	16	CONTRACT WORKERS	**(ALL APPLICABLE TAXES INCLUDED)

- Required by:
- At:
.....
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- 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**

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 institution	State

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.



sassa

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**

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

POINTS	
PRICE	
SPECIFIC GOALS	
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

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

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:

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

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	3	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
Others	0	0		
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points. The highest points will be confirmed with the BBBEE Certificate/Sworn Affidavit submitted by bidder/CIPC, etc				

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

**TERMS OF REFERENCE FOR SOURCING OF A SERVICE PROVIDER TO RECRUIT AND APPOINT
SIXTEEN (16) CONTRACT WORKERS FOR A PERIOD UP 31 MARCH 2025 ON BEHALF OF SASSA
GAUTENG REGION**

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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.	DSD	:	Department of Social Development
5.	EME	:	Emerging Micro Enterprise
6.	GCC	:	General Conditions of Contract
7.	HR	:	Human Resources
8.	PFMA	:	Public Finance Management Act
9.	POPI	:	Protection of Personal Information (POPI)
10.	CV	:	Curriculum Vitae
11.	SLA	:	Service Level Agreement
12.	SARS	:	South African Revenue Services
13.	ID	:	Identity Document
14.	IRBA	:	Independent Regulatory Board for Auditors
15.	QSE	:	Qualifying Small Enterprise
16.	SAA	:	Social Assistance Act
17.	SANAS	:	South African National Accreditation System
18.	SASSA	:	South African Social Security Agency
19.	SBD	:	Standard Bidding Documents
20.	VAT	:	Value Added Tax
21.	TOR	:	Terms of Reference
22.	PPPFA	:	Preferential Procurement Policy Framework Act
23.	JV	:	Joint Venture
24.	GP	:	Gauteng Province
25.	SAPS	:	South African Police Services
26.	SABRIC	:	South African Banking Risk Information Centre
27.	LCRC	:	Local Criminal Record Centre

1. INTRODUCTION

- 1.1. The South African Social Security Agency (SASSA) seeks to appoint a recruitment agency to facilitate the hiring of sixteen (16) contract workers for period up to 31 March 2025.
- 1.2. 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 grant). It's statutorily mandated to administer and pay social grants.
- 1.3. SASSA is an Agency of the National Department of Social Development is comprised of Head Office and nine (9) Regional offices across the country. Gauteng Regional office is situated in Johannesburg, comprising of the following Municipalities: North Rand (Tshwane), Ekurhuleni, West Rand, Sedibeng and Johannesburg.
- 1.4. SASSA is, in terms of the Public Finance Management Act, (Act No. 1 of 1999); Social Assistance Act 13 of 2004 and Regulations and other applicable prescripts responsible to administer payments of social grants.

2. PURPOSE

- 2.1. The purpose of this request is to source a service provider to recruit and appoint sixteen (16) contract workers for a period of six (6) months on behalf of SASSA Gauteng Region.

3. BACKGROUND

- 3.1. SASSA is responsible for the administration of social grants in South Africa. It has been established that a social grant files verification exercise should be conducted in order to establish whether such files complied with application process as stipulated on the social assistance Act and Regulations.
- 3.2. The Agency is currently experiencing an increased number of social grant fraud related cases, which requires assessment as a mitigation strategy:

No.	Quantity (Social grant files)	Region
1.	20 000 social grant files.	Gauteng Region

3.3. It is in line with the above that services of a recruitment Agency are herewith required.

4. SCOPE OF WORK

4.1. The service provide will be responsible for Recruitment and placement of ten (10) Clerks, five (5) Investigators and one (1) Fingerprints Expert for the period of six months from the date of appointment not exceeding 31 March 2025 to execute as follows:

4.2. Duties of Clerks to be recruited are as follows:

- 4.2.1. Receive quad 7 files from the Manager: Beneficiary maintenance or a delegated official.
- 4.2.2. General file administration: arrange files per District, Local Office and financial years of applications.
- 4.2.3. Confirm the availability of the verification of section 24 permit documents with department of Home Affairs, such as the handwritten birth certificates, affidavits and fingerprint form.
- 4.2.4. Confirm the availability of the section 24 documents and handwritten birth certificates and make copies.
- 4.2.5. Authenticate/verify the section 24 Documents and handwritten certificates with home affairs.
- 4.2.6. Place the home affairs Authentication/verification in the file.
- 4.2.7. Separate the file according to the category they fall under (Failed Home Affairs Authentication/incomplete file with missing documents)
- 4.2.8. Update the spreadsheet of quad 7.
- 4.2.9. Using achiever files, file the cases in a numerical order as per the spreadsheet and the category they fall under.
- 4.2.10. Hand over the achiever files to Manager/Assistant Manager Investigations as per the list on the spreadsheet.
- 4.2.11. Hand Over the files to the Manager: RMC for review and lapsing. Submit stats of files verified and handed over to Manager: investigations or delegated official on monthly basis.

4.3. Duties of Investigators to be recruited are as follows:

- 4.3.1. Receive files from Manager or delegated official for investigations
- 4.3.2. Interact with the relevant stakeholders i.e., Department of Home Affairs/South African Post Bank/SABRIC/SAPS various units-Detectives, LCRC etc.
- 4.3.3. Conduct tracing of quad 7 beneficiaries and perform home visits with the intention to conduct interviews and obtain explanation statements.

- 4.3.4. Compile A1 statement for submission to SAPS containing evidence (register case at Police Station near the SASSA office where the quad 7 application was applied for).
- 4.3.5. Submit stats of cases registered to Manager/Assistant Manager Investigations
- 4.4. **Duties of Fingerprint Expert to be recruited are as follows:**
 - 4.4.1. Classification of Fingerprints: Systematically categorize fingerprints based on established patterns and characteristics.
 - 4.4.2. Comparison and Identification: Analyse and compare finger and palm prints to identify matches, ensuring accuracy and reliability in the identification process.
 - 4.4.3. Linking Fingerprints to Grant Applications: Identify and match similar fingerprint patterns, linking them to specific grant applications for verification and validation purposes.
 - 4.4.4. Issuing Expert Reports: Prepare and issue detailed analysis reports or expert statements, which may be presented as evidence in court.

5. RESPONSIBILITIES OF THE SERVICE PROVIDER

- 5.1. The bidder must have the ability to deliver the following services:
 - 5.1.1. Minimum three years of professional experience in the HR consulting field, mainly in recruitment and selection, preferably working in/with State entities.
 - 5.1.2. General approach planned methodology and proposed activities towards the undertaking of the project. Timeframe for completion of the project including the project plan.
 - 5.1.3. Advertisement of vacancies
 - 5.1.4. Recruitment strategy including headhunting for candidates.
 - 5.1.5. Placement of employees/contract workers within SASSA.
 - 5.1.6. Remuneration of employees/contract workers in line with SASSA salaries scales.
 - 5.1.7. Designated personnel should possess the following:
 - 5.1.7.1. Matric certificate.
 - 5.1.7.2. Experience in data capturing.
 - 5.1.7.3. Driver's licence will be an added advantage.
 - 5.1.7.4. Knowledge of Public Service Act and Regulations and the mandate of SASSA.
 - 5.1.7.5. Strong communication and interpersonal skills.

- 5.1.7.6. Flexible, creative, detail-oriented, and well-organized business acumen.
- 5.1.7.7. Ability to maintain the highest standards of confidentiality and professionalism and sound judgment.
- 5.1.8. Bidder(s) must adhere to the Protection of Personal Information (POPI) Act.
- 5.1.9. CVs & qualifications of key staff to be assigned to SASSA.
- 5.1.10. Provide a minimum of 3 recommendation letters from contactable current or previous clients to whom similar services were provided.
- 5.1.11. Proof of registration (provide certified certificates) from any HR professional bodies.
- 5.1.12. Detailed company profile demonstrating the capacity including personnel that will be responsible for the project (CVs and qualification).
- 5.1.13. Both parties will sign a formal Service Level Agreement (SLA) after the award of bid.

6. RESPONSIBILITIES OF SASSA

- 6.1. SASSA shall provide all necessary tools of trade, including on-boarding of personnel in the execution of the projects.
- 6.2. SASSA shall provide an oversight on the overall performance management of the projects.

7. TIMEFRAMES

- 7.1. These services will be required for a period of six (6) months from the date of the signing of the contract and maybe subject to extension should funds be available.

8. REPORTING REQUIREMENTS

- 8.1. The successful bidder will be required to report to the following officials:
 - a) For the implementation of the project: Senior Manager: Human Capital Management at the SASSA GP Regional Office and in accordance with the project plan.
 - b) For operations: Manager: Risk and Compliance SASSA GP Regional Office.
- 8.2. The contracted Service Provider must prepare a monthly progress report on verification exercise conducted, investigations conducted, and fingerprint verification/ analysis conducted and report on exceptions identified.

- 8.3. The service provider and SASSA will convene monthly operational meetings to discuss the monthly progress report, identifying challenges and providing solutions.

9. SKILLS AND EXPERIENCE

- 9.1. The bidder must have extensive experience in rendering services of a similar nature (advertisement, screening/vetting, shortlist and placement of personnel).

10. PROJECT MANAGER

- 10.1. Project Manager should have the knowledge and understanding of management principles in respect of the bid, as follows:

10.1.1. Project Plan / Methodology

10.1.2. Detailed Project plan with final outputs and identified timeframes.

10.1.3. Understanding of the project at hand and submission of the project plan based on the methodology

10.1.4. Record of relevant experience where similar service/s were rendered (previous and current projects with contactable references)

11. BID CONDITIONS

- a) Copy of a certified copy will not be acceptable (certified copies must not be more than six (6) months old).
- b) SASSA reserves the right to cancel or not to award the bid to any service provider with no cost implications.
- c) SASSA will not be held responsible for any costs incurred by the bidder in the preparation, presentation or submission of the bid.
- d) In accordance with the Protection of Personal Information Act (POPI Act), the winning bidder shall treat all available data provided by the SASSA and collected during the specified contract period as strictly confidential. Such data remains the property of the SASSA and it shall not be used without prior approval by SASSA Gauteng Region delegated authority.
- e) Any patent or copyright developed from this project will belong to the SASSA.
- f) At contracting stage, the winning bidder will be expected to sign a confidentiality form
- g) The price must be all-inclusive of variable costs including travelling within Gauteng Province.
- h) SASSA may conduct site visits and reference check to verify the information provided.
- i) SASSA reserves the right to appoint one (1) or more service providers.

- j) SASSA reserves the right to award the bid completely or partially.
- k) This bid and any contract emanating therefrom will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999), Preferential Procurement Policy Framework Act and its Regulations.
- l) No bid will be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters, or who have been listed on a list of restricted Suppliers administered by the National Treasury.
- m) SASSA reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.
- n) The service provider shall be required to undergo security vetting.
- o) Any misrepresentation of information will lead to disqualification of the bid.
- p) All returnable documents should be signed

12. JOINT VENTURE

- 12.1. This will be considered valid if there is proof of agreement signed by all parties involved. Submission of applicable: Resolution by the Legal Entity, or consortium / joint venture, authorizing a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. The following must be submitted:
- a) A consolidated valid tax clearance certificate and/or SARS issued pin code (which will be verified)
 - b) A signed teaming agreement must be submitted.
 - c) A consolidated B-BBEE certificate for all members.
 - d) A consolidated Central Supplier Database Registration (CSD).

13. BID REQUIREMENTS

- 13.1. Bidders must submit the following documents as part of the bid:
- a) Detailed company Profile demonstrating capacity including Personnel that will be responsible for the project (CVs and qualifications).
 - b) Certified copies of ID of company directors (Not older than 6 months).
 - c) Company experience in terms of the past and current projects.
 - d) Project Execution Methodology detailing how the project implementation will be rolled out.

- e) Certified copies of signed reference letters of past and current projects outlining nature of the projects, period and value.

14. EVALUATION CRITERIA

14.1. The bid will be evaluated in stages as per the table below:

Stage 1			Stage 2
Phase 1	Phase 2	Phase 3	Phase 1
Mandatory Requirements	Administrative Compliance	Functionality	Price and Specific Goals

A. STAGE 1

14.1.1. PHASE 1 - MANDATORY REQUIREMENTS

14.1.1.1. The following conditions apply to bidders, and if any of the conditions are not met, the bid will be disqualified:

Mandatory Requirements	Complaint	Non-compliant
Proposals must be submitted in line with the attached Pricing Schedule – Annexure A.		
COIDA (Valid and certified letter of Good Standing issued by Department of Employment and Labour)		
Compulsory attendance briefing session		

N.B Failure to submit the above will lead to the bid be disqualified not evaluated to next phase.

14.1.2. PHASE 2 - ADMINISTRATIVE COMPLIANCE

14.1.2.1. The bidder is required to submit the following administrative compliance documents: Bidders are required to submit their bids in the following manner: -

Administrative Requirement	Complaint	Non-compliant
Valid Tax compliant status PIN.		
BBBEE certificate or Sworn Affidavit		
The supplier must be registered with the Central Supplier Database (CSD).		
Standard bidding documents SBD 1, 3.1, 4 & 6.1 to be fully completed and signed by bidders		
Certified copies of the directors ID, not older than 6 months		
Dully signed agreement where applicable (Joint Venture or Consortium)		

N.B Failure to submit the above after having been given the opportunity to re-submit will lead to the bid be disqualified not evaluated to the next phase.

14.1.3. PHASE 3 – FUNCTIONALITY

14.1.3.1. The functionality will be used to test and establish the capability and ability of the bidder to deliver the required service.

- Only the bidders scoring a minimum of **70** points for functionality will proceed to the next stage.
- A bidder that scores less than **70** points out of **100** in respect of functionality will be regarded as non-responsive and will be disqualified.

14.1.3.2. Bidders will be evaluated in terms of the following values: 1 - Very Poor, 2 - Poor, 3 - Good, 4 - Very Good, 5 - Excellent

EVALUATION CRITERIA		WEIGHT
		100
Experience in the Recruitment Services Reference/recommendation letters from contactable current or previous clients to whom similar services were provided.	Score	40
0 – 1 No recommendation letters provided	1	
2 – 3 Less than 3 recommendation letters provided.	2	
A minimum of 3 recommendation letters provided by contactable references	3	
3 - 5 recommendation letters provided by contactable references.	4	
More than 5 recommendation letters provided by contactable references.	5	

Company Capacity	Score	25
Total value of the current and / or previous contracts as per the submitted purchase order/reference letter/completion certificate		
From R50 000 to R150 000	1	
From R150 001 to R175 000	2	
From R175 001 to R250 000	3	
From R250 001 to R500 000	4	
From R500 001 and above	5	

Bidder(s) must attach award letters or contracts or purchase orders in respect of each of the contracts. Such award letters or contracts or purchase orders from the client(s) must be in the company logo reflecting name(s) and contact details of client(s); the type of services rendered (specifically Recruitment services), start, end dates and values of the contracts as signed by the client. SASSA may verify the contents of the award letters or purchase orders or contracts with the bidders' clients.

EVALUATION CRITERIA		WEIGHT
Project Plan		
The bidder must provide a dedicated Project plan to cover the scope of work including how such work or services will be performed (must cover the following: initiation, planning, execution, monitoring, closing and risk management).		
General approach, planned methodology, and proposed activities towards the undertaking of the project. Timeframe for completion of the project including the project plan	Score	20
No project plan.	1	
Project plan-initiation and planning	2	
Project plan-initiation, planning and monitoring	3	
Detailed project plan- initiation, planning, execution, monitoring and closing.	4	
Comprehensive project plan- initiation, planning, execution, monitoring, closing and risk management	5	
PROJECT MANAGER'S EXPERIENCE – provide the CV/s and attached certified copies from a professional body of the project manager with relevant experience in recruitment Services.	Score	15
No CV submitted with relevant experience	1	
CV/s submitted with 1-3 years relevant experience	2	
CV/s submitted with above 3– 5 years relevant experience	3	
CV/s submitted with above 5 – 7 years relevant experience	4	
CV/s submitted with above 7 years and more relevant experience	5	

B. STAGE 2

14.2. PHASE 1: PRICE & SPECIFIC GOALS

- 14.2.1. Price and Specific Goals will be evaluated and awarded to the highest scoring bidder. The bid proposals shall be evaluated in accordance with the 80/20 principle. The evaluation shall be conducted as follows:

	Points
Price	80
Specific Goals	20
Total Points for Price and Specific Goals	100

14.2.1. POINTS AWARDED FOR SPECIFIC GOALS

- 14.2.1.1. 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:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16
B-BBEE Status Level 1 - 2 contributor	14
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled	12
B-BBEE Status Level 3 - 4 contributor	8
B-BBEE Status Level 5 - 8 contributor	4
Others	0

4.2.1.2. In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points. The highest points will be confirmed with the BBBEE Certificate/Sworn Affidavit submitted by bidder/CIPC, etc.

4.2.1.3. Bidders must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

- a) Bidders other than EMEs or QSE (Verification agencies accredited by SANAS)
- b) Bidders who qualify as EMEs or QSE (Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.)

4.2.2.2. Certificates issued by IRBA and Accounting Officers have been discontinued and bidder(s) who submit such certificate(s) will be considered invalid certificate and points for B-BBEE level of contribution will not be awarded.

NB: Failure of a bidder to submit proof or document required in terms of this tender to claim points for Specific Goals with the tender will be interpreted to mean that the preference points for Specific Goals are not claimed.

15. LATE SUBMISSION

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

15.2. COMPULSORY BRIEFING SESSION

17 September 2024, 11h00 am at SASSA Benoni Local Office, 5th Floor Boardroom, 87 Elston

16. PLACE OF DELIVERY/SUBMISSION OF THE BIDS

16.1. Address of where bids must be submitted:

All bids must be submitted to SASSA Gauteng Region between **07h00 and 18h00** at the following address:

SASSA Gauteng Regional Office

222 Smit Street 5th Floor

Braamfontein

2001

16.2. Note: The above submission arrangement seek to mitigate possible security risk.

17. ENQUIRIES

17.1. The following officials may be contacted in respect of bid enquiries, from the date of advert before the bid closing date.

Technical and Administrative enquiries may be directed to:

Name and Surname	Designation	Email	Contact	Physical Address
Michael Nevhari	Technical	MichaelNe@sassa.gov.za	011 241 8392	222 Smit Street Braamfontein 2001
Mmathume Nkadameng	Administrative	MmathumeN@sassa.gov.za	011 241 8474	222 Smit Street Braamfontein 2001

ANNEXURE A -Pricing Schedule

Service Providers are therefore requested to quote on the following:

Specification:

Quantity Required	Bill of material	Specification	Unit Cost	Monthly Cost (Inclusive of 15% VAT, if applicable)
1	Officials	Administration Costs: Once-Off (Advertisement, Data capturing and Screening, Selection, Interviews, Vetting and placement) NB: ONCE-OFF ADMINISTRATIVE COSTS		
	Total Administrative Costs:			
10	Clerks			
	Total Costs for Clerks:			
5	Investigators			
	Total Costs for Investigators			
1	Finger Print Expert			
	Total Cost for Finger Print Expert			
16	Monthly Grand Total of Contract			

ANNEXURE B

List of Current and Previous Experience(s)

Name of Client	Description of Service	Contract Value	Contract Period	Contact Name	Contact Number