

ERRATUM

Bid Number: SASSA: 52-22-GA-NC

Bid Description: - NC INVITATION TO SUITABLE SHOPS AND RETAILERS, SMALL MEDIUM AND MICRO ENTERPRISES (SMMEs) TO EXPRESS INTEREST FOR ACCREDITATION BY SASSA NORTHERN CAPE REGION FOR THE SUPPLY AND DELIVERY OF SOCIAL RELIEF OF DISTRESS HUMANITARIAN ITEMS (HOT MEALS, VANITY PACKS, BLANKETS AND MATTRESSES) AND THE REDEMPTION OF VOUCHERS DURING DISASTER PERIODS AND UNDUE HARDSHIPS ON AN “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS.

Date Published: 23 November 2022.

Closing Date and Time: 13 December 2022 11:00am

NB: The closing date will be extended from the 13 December 2022 to the 12 January 2023.

The TOR was advertised on the e-tender website on the 23 November 2022, with no Briefing Session. In view of the requirement of the bid and enquiries made by bidders a briefing session will be held as follows:

A **BRIEFING SESSION** will be held on 14 December 2022, The briefing session will be held virtually on Microsoft teams and any bidder who wishes to participate in the tender must submit their e – mail addresses to the following contact persons Mr Kagisho Tsomagae, Kagishot@sassa.gov.za, by **09 December 2022**, as an indication of request to attend.

Confirmation of attendance will be forwarded to prospective bidders with the link attached by **12 December 2022**.



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

South African Social Security Agency
Northern Cape Region

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	SASSA: SASSA: 52-22-GA- NC	CLOSING DATE:	12 January 2023	CLOSING TIME:	11:00		
DESCRIPTION	INVITATION TO SUITABLE SHOPS AND RETAILERS, SMALL MEDIUM AND MICRO ENTERPRISES (SMMEs) TO EXPRESS INTEREST FOR ACCREDITATION BY SASSA NORTHERN CAPE REGION FOR THE SUPPLY AND DELIVERY OF SOCIAL RELIEF OF DISTRESS HUMANITARIAN ITEMS (HOT MEALS, VANITY PACKS, BLANKETS AND MATTRESSES) AND THE REDEMPTION OF VOUCHERS DURING DISASTER PERIODS AND UNDUE HARDSHIPS ON AN "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF 36 MONTHS.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
Ground Floor, Permanent 'Perm' Building; 33 Du Toit Span Road (Cnr. Du Toitspan Road & Phakamile Mabija) Kimberley, 8301							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mr Kagisho Tsomagae			CONTACT PERSON	Ms. Motshidisi Mogamisi		
TELEPHONE NUMBER	053 802 4915			TELEPHONE NUMBER	082-804-8591		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Kagishot@sassa.gov.za			E-MAIL ADDRESS	MotshidisiMog@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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]		
	☐ Yes ☐ No				☐ 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."			
SIGNATURE OF BIDDER:		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

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

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: 52-22-GA- NC
Closing Time 11:00	Closing date...12 January 2023.....

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

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

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

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

*Delete if not applicable

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**

- 2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

STANDARD BIDDING DOCUMENT (SBD) 4

[illegible]

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

.....

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

STANDARD BIDDING DOCUMENT (SBD) 4

Investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

- | | |
|---------------------------------------|---|
| 25. Force Majeure | <p>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.</p> <p>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.</p> |
| 26. Termination for insolvency | <p>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.</p> |
| 27. Settlement of Disputes | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p style="padding-left: 40px;">(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p style="padding-left: 40px;">(b) the purchaser shall pay the supplier any monies due the supplier.</p> |
| 28. Limitation of liability | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p style="padding-left: 20px;">(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</p> |

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

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



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

TERMS OF REFERENCE

INVITATION TO SUITABLE SHOPS, RETAILERS AND MICRO ENTERPRISES (SMMES) TO EXPRESS INTEREST FOR ACCREDITATION BY THE SOUTH AFRICAN SOCIAL SECURITY AGENCY NORTHERN CAPE REGION FOR THE SUPPLY AND DELIVERY OF SOCIAL RELIEF OF DISTRESS HUMANITARIAN ITEMS (HOT MEALS, VANITY PACKS, BLANKETS AND MATTRESSES) AND THE REDEMPTION OF VOUCHERS DURING DISASTER PERIODS AND UNDUE HARDSHIPS ON AN "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF 36 MONTHS

INVITATION TO SUITABLE SHOPS AND RETAILERS, SMALL MEDIUM AND MICRO ENTERPRISES (SMMEs) TO EXPRESS INTEREST FOR ACCREDITATION BY SASSA NORTHERN CAPE REGION FOR THE SUPPLY AND DELIVERY OF SOCIAL RELIEF OF DISTRESS HUMANITARIAN ITEMS (HOT MEALS, VANITY PACKS, BLANKETS AND MATTRESSES) AND THE REDEMPTION OF VOUCHERS DURING DISASTER PERIODS AND UNDUE HARDSHIPS ON AN "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF 36 MONTHS

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ACRONYMS

B-BBEE	:	Broad Based Black Economic Empowerment
CIPC	:	Companies and Intellectual Property Commission
CSD	:	Central Supplier Database
HACCP	:	Hazard Analysis and Critical Control Points
NC	:	Northern Cape
OHS	:	Occupational Health and Safety
SABS	:	South African Bureau of Standards
SASSA	:	South African Social Security Agency
SARB	:	South African Reserve Bank
SBD	:	Supplier Bidding Documents
SRD	:	Social Relief of Distress
VAT	:	Value Added Tax

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GLOSSARY

1. Agency : The South African Social Security Agency established by the South African Social Security Agency Act 2004
2. Beneficiary : Any person who receives social assistance in terms of the Social Assistance Act 2004
3. Disaster : an unforeseen event that impacts on a community, household or individual to the extent that the available resources cannot support those affected to enable them to cope with the problem effectively
4. Procurator : Any person appointed by a beneficiary or the Agency to receive assistance on the beneficiary's behalf.
5. Service provider : Any person or entity i.e organization, business or individual excluding employees of the Agency, who renders or offers a service for and on behalf of the Agency in exchange for payment.
6. SRD (Social Relief of Distress) : Refers to short term relief for addressing crisis or disaster situation and undue hardships.
7. Supplier : a person or organization that provides something needed such as a product or service
8. Retailer : is a business that sells goods or services directly to consumers, with the goal of earning a profit.
9. Voucher : a payment instrument which is delivered to the beneficiary by hand, e-mail or mobile device and can be printed and redeemed in store, or redeemed online using a PIN code to pay for particular goods or services
10. Outcome Letter : is a document issued by SASSA explaining the services that a beneficiary will receive from the agency

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1. INTRODUCTION

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

2. PURPOSE

The purpose of this expression of interest is:

- 2.1 To secure services from potential Small Medium and Micro Enterprises (SMMEs) for the delivery of Social Relief of Distress Humanitarian Items (Hot Meals, Vanity Packs, Blankets and Mattresses) to SASSA approved beneficiaries affected by Disasters on an "as and when required" basis for a period of 36 months.
- 2.2 To secure services from Registered Groceries Shops and Retailers for the disbursement of grocery items on the redemption of SRD Vouchers to approved SASSA Beneficiaries affected by Disasters and Undue Hardships on an "as and when required" basis for a period of 36 months.

3. BACKGROUND

- 3.1 The Disaster Management Act 2002 (Act No. 57 of 2002) defines a disaster as:

"... (a) Progressive or sudden, widespread or localized, natural or human-caused occurrence, which – causes or threatens to cause-

- Death, injury or disease.
- Damage to property, infrastructure or the environment; and/or
- Disruption of the life of a community and

(b) Is of a magnitude that exceeds the ability of those affected by the disaster to cope with its effects using only their own resources."

An incident, for the purposes of this document refers to disastrous events, where the area is not declared a disaster area.

- 3.2 Social Relief of Distress (SRD) is a programme intended for meeting the basic needs of indigent persons by means of rendering temporary and

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immediate material assistance in response to a crisis situation (disaster or incidence) and undue hardships. The SRD programme is intended for persons who are in dire need and are unable to meet their or their families' most basic needs.

3.3 It is in this background that SASSA is inviting potential service providers through of an expression of interest to:

3.3.1 Suitable Small Medium and Micro Enterprises (SMMEs) for the delivery of Social Relief of Distress Humanitarian Items (Hot Meals, Vanity Packs, Blankets and Mattresses) to SASSA approved beneficiaries affected by Disasters on an "as and when required" basis for a period of 36 months.

3.3.2 Registered Groceries Shops and Retailers for the disbursement of grocery items on the redemption of SRD Vouchers to approved SASSA Beneficiaries to SASSA approved beneficiaries affected by Disasters or Undue Hardships on an "as and when required" basis for a period of 36 months.

3.4 It is important to note that this is an accreditation process to be registered on the provincial database, thus it does not guarantee a firm number of vouchers to be redeemed by the beneficiaries.

3.5 The agency does not expect service providers to over stock as it cannot guarantee the number of vouchers that will be redeemed i.e. Stock Levels should not be based on SASSAs contract with service providers

3.6 Accredited service providers will be required to submit an invoice accompanied with supporting documents on a monthly basis as and when beneficiaries have redeemed SASSA vouchers for groceries and/or have been issued with a list of affected households from the Disaster Management Office at Local, District or Provincial Committee for Social Relief of Distress Humanitarian Items.

4. OBJECTIVES

4.1 . To appoint the following potential service providers

- Suitable Small Medium and Micro Enterprises (SMMEs) for the delivery of Social Relief of Distress including Humanitarian Items (Hot Meals, Vanity Packs, Blankets and Mattresses) to SASSA

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approved beneficiaries affected by Disasters on an "as and when required" basis for a period of 36 months.

- Registered Groceries Shop and Retailers for the disbursement of grocery items on the redemption of SRD Vouchers to approved SASSA Beneficiaries affected by Disasters and Undue Hardships on an "as and when required" basis for a period of 36 months.
- 4.2. To enter into a service level agreement with accredited service providers for the services requested.
- 4.3. Provide listed items to approved beneficiaries in case of disasters or undue hardships.

5. SCOPE OF WORK

The successful service providers must be able to:

- 5.1. Provide Social Relief of Distress Humanitarian Items (Hot Meals will be provided with immediate effect, Vanity Packs, Blankets and Mattresses) within 12 hours to approved SASSA Beneficiaries affected by Disasters on an "as and when required" basis and have been issued with a list of affected households from the Disaster Management Office at Local, District or Provincial Committee for Social Relief of Distress Humanitarian Items and proof of identification for a period of 36 months. Provide items in accordance to the attached list (**List of Humanitarian Items page 20**).
- 5.2. Issuing of grocery items on the redemption of SRD Vouchers to approved SASSA Beneficiaries affected by Disasters and Undue Hardships on an "as and when required" basis on the presentation of a valid SASSA voucher, outcome letter for Social Relief of Distress Humanitarian Items and proof of identification for a period of 36 months. Provide items in accordance to the attached list
- 5.3. No upfront payment will be made to any suppliers.
- 5.4. All interested suppliers will be assessed using a pre-determined accreditation process as outlined in paragraph 10.

INVITATION TO SUITABLE SHOPS AND RETAILERS, SMALL MEDIUM AND MICRO ENTERPRISES (SMMEs) TO EXPRESS INTEREST FOR ACCREDITATION BY SASSA NORTHERN CAPE REGION FOR THE SUPPLY AND DELIVERY OF SOCIAL RELIEF OF DISTRESS HUMANITARIAN ITEMS (HOT MEALS, VANITY PACKS, BLANKETS AND MATTRESSES) AND THE REDEMPTION OF VOUCHERS DURING DISASTER PERIODS AND UNDUE HARDSHIPS ON AN "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF 36 MONTHS

6. DELIVERABLES

6.1 Provide Disaster Humanitarian Items within 12 hours from notification that of a disaster (List of Humanitarian Items page 20 of the Terms of Reference):

- 6.1.1 Delivery of Social Relief of Distress Humanitarian Items i.e. Hot meals, Vanity packs, Blankets and mattresses to the list of affected households received from the Disaster Management Office at Local, District or Provincial Committee;
- 6.1.2 Pre-packaging of Humanitarian Items (i.e. Hot meals, Vanity packs, blankets and mattresses);
- 6.1.3 Allow the beneficiary to purchase according to their personal requirements, within the basket of approved goods when producing a voucher
- 6.1.4 Pre-packaging of items on grocery voucher on behalf of the beneficiary is prohibited;
- 6.1.5 Issue goods to a beneficiary or a procurator, immediately upon the presentation of a valid voucher, outcome letter and positive identification for approved groceries
- 6.1.6 Prior to accepting the voucher or outcome letter, the supplier must confirm the identity document of the beneficiary/procurator presenting the voucher.
- 6.1.7 The value of goods issued by suppliers must not exceed the amount as stated on the voucher or outcome letter.
- 6.1.8 Vouchers or outcome letters cannot be redeemed for cash.
- 6.1.9 Ensure that the voucher or outcome letter presented by a beneficiary is not more than five (5) days old.
- 6.1.10 The quality of the goods should comply with South African Bureau of Standards.
- 6.1.11 Prices of goods issued should be market related, i.e. the prices thereof shall be comparative to that normally charged to customers of the Service Provider.

7. MONITORING AND EVALUATION

7.1 Beneficiaries and service providers may be interviewed to validate the quality of service rendered and the service providers' ability to provide the required services.

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- 7.2 Ad-hoc inspection will be conducted at random intervals at the facility of the service provider by the Project Manager, Supply Chain Management and any other relevant official in SASSA;
- 7.3 Quality assurance will be conducted at the points of delivery by SASSA
- 7.4 The service provider will be expected to enter into a service level agreement with SASSA, which will form the basis for compliance monitoring.

8. SPECIAL REQUIREMENTS/ MANDATORY REQUIREMENTS

Listed below are special/mandatory requirements that service providers need to comply with in relation to SRD Humanitarian Aid and SRD vouchers:

- 8.1. Social Relief of Distress Humanitarian Items (Hot Meals, Vanity Packs, Blankets and Mattresses):
 - Company profile with at least three trade references for similar projects undertaken (distribution of goods and services);
 - Supplier agreements to ensure availability of items when required
- 8.2 Redemption of SRD Vouchers to approved SASSA Beneficiaries:
 - The service provider should be a formally established business registered with SARS, Municipal Council and any other relevant organization specializing in the supply of groceries.
- 8.3 Signed letter of agreement between the supplier and wholesalers from which groceries will be procured, on the letterhead of the wholesalers confirming that they will be able to supply adequate stock to the suppliers. The letter must be signed by the supplier and the wholesalers from which items will be procured.

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9. SUPPLIER ACCREDITATION PROCESS

Activity
Advertisement of expression of interest on Government e-tender portal / print media / Tender Bulletin
Closing of expression of interest
Compliance Verification
Assessment on Evaluation criteria as outlined in section 10
Site Inspections
Approval of accreditation
Signing of Service Level Agreement
Note: Allocation of work will be done on, as and when required basis.
Admission to the suppliers' database does not guarantee work. The stock in the service providers' facility is NOT meant exclusively for SASSA; but the general public.

10. EVALUATION CRITERIA

Proposals will be evaluated in terms of the below-mentioned criteria.

10.1. PHASE 1: ADMINISTRATION COMPLIANCE

Potential service providers must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorized representative of the prospective bidders. During this phase, potential service providers' responses will be evaluated based on compliance with the listed mandatory, and administrative bid requirements. Service providers' proposal may be disqualified for non-submission.

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Table 1

Document that must be submitted	Non-submission may result in disqualification?		
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document	
Pricing Schedule Form Prices -SBD 3.1	YES	Complete and sign the supplied pro forma document	
Declaration of Interest (Effective 1 April 2022) – SBD 4	YES	Complete and sign the supplied pro forma document	
Tax Status Pin	YES	The accredited supplier must be tax compliant. A tax pin certificate to verify tax compliance of a bidder must be submitted. Bidders must be Tax compliant at the award stage of the tender.	
Registration on Central Supplier Database (CSD)	YES	Bidder(s) must be registered as a service provider on the Central Supplier Database (CSD). If a bidder is not registered, he/she should proceed to complete the registration of the company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain a vendor number. Submit proof of registration and CSD Master Registration Number (MAAA...)	
Proof of business address	YES	Certified copy of the municipal account or confirmation letter from the tribal council or lease agreement in the event the registered service provider is not the owner of the building.	

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Documents that must be submitted:

10.2 PHASE 2: FUNCTIONALITY CRITERIA FOR SMME's

Criteria	Guidelines for criteria application	Weight
Supplier Capacity	• Signed letter of agreement between the supplier and wholesalers from which the vanity packs, blankets and mattresses will be procured, on the letterhead of the wholesalers confirming that they will be able to supply adequate stock to the suppliers. The letter must be signed by the supplier and the wholesalers from which items will be procured. • If the wholesaler is a bidder, they must submit a letter confirming that they have adequate stock on the floor. • Adherence to turnaround times (12 hours) • Company Profile • Minimum of three trade references i.e. history of delivery on other contracts • Compliance with Health and Safety Standards i.e. Certificate of Acceptability and License of Authority or Trade (Annexure F OHS)	60
Reporting Capacity	Project Methodology/Plan indicating how the following will be executed: ○ Ability to submit invoices on time and reconcile with a list of affected households from the Disaster Management Office at Local, District or Provincial Committee ○ Ability to submit itemized billing on invoices ○ Ability to deliver services within the NC	40

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10.3 FUNCTIONALITY CRITERIA FOR SHOPS AND RETAILERS

Criteria	Guidelines for criteria application	Weight
Service Provider Facility	Pictures required to proof the following: ○ Availability of groceries shop related equipment - food storage cabinets and food freezers, ○ Automated cash tills Proof of ownership of the property: ○ Lease agreement/affidavit between the owner of the property and the tenant; ● Compliance with Health and Safety Standards I.e. Certificate of Acceptability and License of Authority or Trade. (Annexure F OHS)	40
Supplier Capacity	● Signed letter of agreement between the supplier and wholesalers from which groceries will be procured, on the letterhead of the wholesalers confirming that they will be able to supply adequate stock to the suppliers. The letter must be signed by the supplier and the wholesalers from which items will be procured. ● If the wholesaler is a bidder, they must submit a letter confirming that they have adequate stock on the floor. ● Capacity to deliver on walk-ins SRD requirements and supplies (Submit list of items sold currently in the shop and pictures of stock on shelves in the shop).	20
Accessibility	● The Service Provider must be accessible to the general community (within at least 40 Kilometres) ● Flexibility of operating hours (Minimum store operating hours should be 08h00 -	30

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	17h00 or 09h00 – 18h00 during weekdays / weekends	
Reporting Capacity	Ability to submit invoices on time and reconcile with vouchers	10

Suppliers who score less than 60 out of 100 points will be disqualified.

11. SITE INSPECTIONS

Inspections will be conducted by SASSA to confirm if the service provider will indeed be able to render the required services. Site inspections will ONLY be conducted at physical addresses of the service provider facility as given in the bid documents and to bidders whose bids have satisfied all requirements of the bid.

12. PERIOD OF CONTRACT

The duration of the service level agreement shall be for a period of 3 years (36 months).

13. VALUE OF THE CONTRACT

13.1. The Agency reserves the right to vary the amount and contents of the voucher under special conditions.

13.2. The Humanitarian items will be invoiced as per the amounts set by SASSA

14. GENERAL CONDITIONS OF CONTRACT

The following conditions apply to the accreditation, and if any of the conditions are not met the accreditation will not be considered: -

1. The Agency reserves the right to accredit one or more service providers; in whole or partially or not to accredit any service provider at all.
2. It should be noted that the Agency expects appointed service providers to take full responsibility and accountability to execute functions attached to the contract. Under no circumstances will the Agency engage itself with sub-contractors or parties associated with the service provider, including suppliers' main suppliers or manufacturers.

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3. The general conditions of contracts as set out by the National Treasury will be applicable in all instances.
4. The agency will ensure that the service providers will be provided with all data required to render the services.
5. Prospective service providers shall have to treat all available data provided by the Agency in the process as strictly confidential. Such data remains the property of the Agency.
6. The service providers shall invoice the Agency in respect of goods supplied to beneficiaries.
7. The invoice must include the original vouchers with the corresponding itemized cash register (till) slip or invoice.
8. The service providers shall invoice the agency as from the commencement date monthly, on or before the fifteenth (15th) day of each successive month.
9. Upon being satisfied that the service provider is legally entitled to such payment, the agency shall pay the service provider the total amount claimed within 30 days of receipt of the invoice. However, suppliers will carry the risk if they provide anything that is included on the list of exclusion items. The cost of the exclusion will be subtracted from the invoice, before payment is affected.
10. The successful suppliers will enter into a service level agreement with the Agency.
11. Service providers may be required to undergo security vetting.

15. SUMMARY TERMINATION OF AGREEMENT BY THE SOUTH AFRICAN SOCIAL SECURITY AGENCY

The South African Social Security Agency shall have the right to terminate the agreement at any time by giving **(30) thirty** days' written notice to the Supplier in any of the following events: -

- **On breach:** If the Supplier commits any breach of any terms or conditions of this bid/SLA.
- **On liquidation or insolvency:** If the Supplier shall be subjected to any provisional or final order of liquidation or sequestration or judicial management with its creditors or suffer execution to be levied on its goods or fail to pay any of its sub-contractors appointed in terms hereof on due date for payment.

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16. SPECIAL CONDITIONS OF THIS BID

The SASSA reserves the right:

- a. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- b. To correct any mistakes at any stage of the process that may have been in the Bid documents or occurred at any stage of the tender process.
- c. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

17. SASSA REQUIRES SERVICE PROVIDERS TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of SASSA(NC);
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat SASSA(NC) fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SASSA(NC);
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of SASSA(NC) as a client before any other consideration; and

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- h. To ensure that any information acquired by the bidder(s) from SASSA (NC) will not be used or disclosed unless the written consent of the client has been obtained to do so.

18. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

SASSA (NC) reserves its right to disqualify any bidder who:

- a. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
- b. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- c. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SASSA (NC)'s officers, directors, employees, advisors or other representatives.
- d. Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- e. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity.
- f. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity.
- g. Has in the past engaged in any matter referred to above; or
- h. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

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- i. If the Supplier is found to have been reasonably and sufficiently implicated in any criminal conduct directly linked to the Social Relief of Distress referred to above.
- j. If the service provider, through omission or commission brings the name of the South African Social Security Agency into disrepute. This is inclusive of the service provider failing to honour their financial obligations to their suppliers and thereby dragging the South African Social Security Agency to courts of law as respondent

19. COMMUNICATION

Any request for clarification must be submitted in writing to the following officials:

Contact Persons	Telephone	Email address	Location
Ms Motshidisi Mogamisi	082-804-8591	MotshidisiMog@sassa.gov.za	NC Regional Office
Mr Kagisho Tsomagae	053 802 4915	Kagishot@sassa.gov.za	NC Regional Office

Submission of expressions of interest must be made by 11h00 on the 12 January 2023 at the following addresses:

SASSA- Frances Baard District 39 Chapel Street Kimberley 8300 Tel: 053 802 7500 Fax: 053 802 7567	SASSA- ZF Mgcawu-District 46 Schroeder Street Upington 8800 Tel: 054 337 0400 Fax: 054 337 0453	SASSA- Pixley- Ka Seme District C/O Voortrekker Road & Mc Iver De Aar, 7000 Tel: 053 632 6000 Fax: 053 631 4825
SASSA- Namaqua-District 5 Hospital Road Springbok 8240 Tel: 027 718 1757 Fax: 027 712 3138	SASSA - Northern Cape Regional Office Permanent Bank Building 33 Du Toitspan Road Kimberley 8301 Tel: 053 802 4900 Fax: 053 832 5225	SASSA – JTG District Office 13-17 Mahindra Building, Main Road Kuruman (District Office) Tel: 053 802 4900 Fax: 053 832 5225

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EXCLUSIONS ON THE SRD VOUCHER

Social relief is intended to ensure that beneficiaries have basic necessities. A supplier who provides goods which are not considered basic necessities will carry the cost of the goods so provided, and may run the risk being removed from the data base of approved suppliers.

The cost price of any of the goods included on the list below will be removed from the invoice submitted by the supplier, **before** payment of the invoice is affected.

The beneficiary must not be allowed to purchase the following items:

1. Alcohol
2. Cigarettes
3. Air-time
4. Cellphones
5. Weaves
6. Beds
7. Magazines and Newspapers
8. Furniture
9. Tools
10. Jewellery and accessories
11. Spare parts for vehicle or bicycle
12. Beauty products.
13. Toys
14. Building materials
15. Radio's DVD and CD players
16. Computer consumables
17. Household utensils
18. Electrical equipment
19. Curtains/Linen materials
20. Petrol

NB: The accredited service providers must not allow any redemption of a voucher which includes the above mentioned items.

NB: In addition, vouchers may not be exchange for cash.

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HUMANITARIAN ITEMS

IN CASES OF A DISASTER AS DECLARED BY THE DISASTER MANAGEMENT CENTRE AT A LOCAL MUNICIPALITY, DISTRICT MUNICIPALITY OR PROVINCIAL LEVEL

No	ITEM DESCRIPTION	PRICE
1.	Tea, sandwiches or/and porridge(Breakfast)	R55.00
2.	A fruit, sandwich & fruit juice(Lunch)	R75.00
3.	Tea, meat or chicken stew with vegetables, rice or pap(Dinner)	R110.00
4.	Maximum meals per day(maximum 3 days)	R220.00
5.	1 Single Blanket	R450.00
6.	1 Single thick foam mattress	R650.00
7.	1 Baby Pack(30 disposable nappies, 100g baby soap, 100g Vaseline, face cloth, pack of 40 baby wipes, 250g baby cereal and 900g baby formula at an amount not exceeding the value of a child support grant)	Equivalent of CSG
8.	1 Vanity Pack (1 toothbrush, 100ml toothpaste, shaving blades, 1 roll toilet paper, face cloth, roll-on deodorant, 1 bar of soap and 100g Vaseline (MEN))	R250.00
9.	1 Vanity Pack (1 toothbrush, 100ml toothpaste, 20 x sanitary pads, 1 roll toilet paper, face cloth, roll-on deodorant, 1 bar of soap and 100g Vaseline (WOMEN))	R300.00