

SASSA: 20-23-GA-LP

INVITATION TO BID

SASSA: 20-23-GA-LP: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO SASSA LIMPOPO REGION FOR A PERIOD OF 36 MONTHS

NON-COMPULSORY BRIEFING SESSION WILL BE HELD ON THE 13 JULY 2023 AT 11H00 AT THE FOLLOWING VENUES:

SASSA Mopani District Office: Mopani District Boardroom, 300RD Avenue, Senior Hospital Street, Tzaneen.

SASSA Vhembe District Office: Vhembe District Main Boardroom, P-East 12, Thohoyandou.

SASSA Waterberg District Office: SASSA building next to MDR hospital, 54 Thabo Mbeki Drive, Modimolle.

SASSA Sekhukhune District Office: Boardroom, Jane Furse next to New Jane Furse Memorial Hospital.

SASSA Capricorn District Office: District Boardroom, 1st floor, 22 Schoeman Street, Polokwane.

The Tender Document Can be Downloaded from the E-Tenders (<https://www.etenders.gov.za/>) or SASSA Website (<https://www.sassa.gov.za/>)

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

: **SASSA Limpopo Regional Office**
48 Landros Mare Street
Polokwane
0699

CLOSING DATE : 28 July 2023
TIME : 11:00am



TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

CONTACT : Ms Dimakatso Manoko @ (015) 291-7592
DimakatsoM@sassa.gov.za

SUPPLY CHAIN MANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT : Mr Jimmy Maleka @ (013) 265-6042
JimmyMa@sassa.gov.za

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South African Social Security Agency
Limpopo Region

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Private Bag X9877 • Polokwane 0700
Tel: +27 15 291 7400 • Fax: +27 15 291 7896
www.sassa.gov.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: SASSA: 20-23-GA-LP		CLOSING DATE: 28 July 2023		CLOSING TIME: 11h00	
DESCRIPTION: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO SASSA LIMPOPO REGION FOR A PERIOD OF 36 MONTHS					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA, 48 LANDROS MARE STREET					
POLOKWANE, 0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Jimmy Maleka		CONTACT PERSON	Dimakatso Manoko	
TELEPHONE NUMBER	013 265-6042		TELEPHONE NUMBER	015 291-7592	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	JimmyMa@sassa.gov.za		E-MAIL ADDRESS	DimakatsoM@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:



SBD 3.1

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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: 20-23-GA-LP
Closing Time 11:00	Closing date 28 July 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)
----------	----------	-------------	---

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

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

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

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid number SASSA: 20-23-GA-LP
Closing Time 11:00	Closing date 28 July 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)
-	Required by:		
-	At:		
-	Brand and model		
-			
-	Country of origin		
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		
-	Delivery:		*Firm/not firm

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

*Delete if not applicable

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

- [illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. BIDDER'S DECLARATION

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

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



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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

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the 90/10 preference point system.
 - b) The applicable preference point system for this tender is the 80/20 preference point system.
 - c) **Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.**
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

3.2. 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:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = 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 BBEE Certificate/Sworn Affidavit submitted by bidder/CIPC, etc.				

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

Textiles, Clothing, Leather and footwear

100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Tender No.	
Tender description:	
Designated product(s)	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	
Specified local content %	

Note: VAT to be excluded from all calculations

	Poland	EU	GBP
1990	1.00	1.00	1.00
1991	1.00	1.00	1.00
1992	1.00	1.00	1.00
1993	1.00	1.00	1.00
1994	1.00	1.00	1.00
1995	1.00	1.00	1.00
1996	1.00	1.00	1.00
1997	1.00	1.00	1.00
1998	1.00	1.00	1.00
1999	1.00	1.00	1.00
2000	1.00	1.00	1.00
2001	1.00	1.00	1.00
2002	1.00	1.00	1.00
2003	1.00	1.00	1.00
2004	1.00	1.00	1.00
2005	1.00	1.00	1.00
2006	1.00	1.00	1.00
2007	1.00	1.00	1.00
2008	1.00	1.00	1.00
2009	1.00	1.00	1.00
2010	1.00	1.00	1.00
2011	1.00	1.00	1.00
2012	1.00	1.00	1.00
2013	1.00	1.00	1.00
2014	1.00	1.00	1.00
2015	1.00	1.00	1.00
2016	1.00	1.00	1.00
2017	1.00	1.00	1.00
2018	1.00	1.00	1.00
2019	1.00	1.00	1.00
2020	1.00	1.00	1.00
2021	1.00	1.00	1.00
2022	1.00	1.00	1.00
2023	1.00	1.00	1.00
2024	1.00	1.00	1.00
2025	1.00	1.00	1.00
2026	1.00	1.00	1.00
2027	1.00	1.00	1.00
2028	1.00	1.00	1.00
2029	1.00	1.00	1.00
2030	1.00	1.00	1.00
2031	1.00	1.00	1.00
2032	1.00	1.00	1.00
2033	1.00	1.00	1.00
2034	1.00	1.00	1.00
2035	1.00	1.00	1.00
2036	1.00	1.00	1.00
2037	1.00	1.00	1.00
2038	1.00	1.00	1.00
2039	1.00	1.00	1.00
2040	1.00	1.00	1.00
2041	1.00	1.00	1.00
2042	1.00	1.00	1.00
2043	1.00	1.00	1.00
2044	1.00	1.00	1.00
2045	1.00	1.00	1.00
2046	1.00	1.00	1.00
2047	1.00	1.00	1.00
2048	1.00	1.00	1.00
2049	1.00	1.00	1.00
2050	1.00	1.00	1.00
2051	1.00	1.00	1.00
2052	1.00	1.00	1.00
2053	1.00	1.00	1.00
2054	1.00	1.00	1.00
2055	1.00	1.00	1.00
2056	1.00	1.00	1.00
2057	1.00	1.00	1.00
2058	1.00	1.00	1.00
2059	1.00	1.00	1.00
2060	1.00	1.00	1.00
2061	1.00	1.00	1.00
2062	1.00	1.00	1.00
2063	1.00	1.00	1.00
2064	1.00	1.00	1.00
2065	1.00	1.00	1.00
2066	1.00	1.00	1.00
2067	1.00	1.00	1.00
2068	1.00	1.00	1.00
2069	1.00	1.00	1.00
2070	1.00	1.00	1.00
2071	1.00	1.00	1.00
2072	1.00	1.00	1.00
2073	1.00	1.00	1.00
2074	1.00	1.00	1.00
2075	1.00	1.00	1.00

[illegible][illegible]

Signature of tenderer from Annex B

Date:

	(C20) Total tender value	(C21) Total Exempt imported content	(C22) Total Tender value net of exempt imported content	(C23) Total	(C24) Average local content

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											R D

(D19) Total exempt imported value	R 0
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This total must correspond with
Annex C- C 21

B. Imported directly by the Tenderer

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											R.

(D32) Total imported value by tenderer	R 0
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C. Imported by a 3rd party and supplied to the Tenderer

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

(D45) Total imported value by 3rd party	R D
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D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R O

**This total must correspond with
Annex C - C23**

Signature of tenderer from Annex B

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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

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

Js General Conditions of Contract (revised July 2010)



TERMS OF REFERENCE

FOR

**THE APPOINTMENT OF SERVICE PROVIDER/S TO
SUPPLY AND DELIVER SCHOOL UNIFORM TO SASSA
LIMPOPO REGION FOR A PERIOD OF 36 MONTHS**

South African Social Security Agency
Limpopo Region

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1. INTRODUCTION

The South African Social Security Agency (SASSA) has been established in terms of the South African Social Security Agency Act, 2004(Act No. 9 of 2004). 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

It is for South African Social Security Agency to invite the potential bidders to bid for supply and delivery of school uniform in Limpopo Region.

3. BACKGROUND

- Social relief of distress (SRD) is one of the SASSA grant types geared to provide immediate relief to families in distress or in dire need and are unable to meet their family's most basic needs. Part of the intervention in SRD is the provision of school uniform to identified needy individuals.
- It is against this background that SASSA Limpopo Region invites suppliers to submit their bids for supply and delivery of school uniform.

4. SCOPE OF WORK

The successful bidder must be able to:

- Provide school uniform to the identified learners in different schools across the Region as requested by SASSA.
- Provide school uniform in accordance to the SASSA school uniform specification; as per attached **ANNEXURE A,B,C,D&E**

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5. DELIVERABLES

- Upon receipt of an official purchase order, contractor must take accurate measurement of learners before providing school uniform as per:
 - Name of School,
 - Specification (quantity, quality, sizes, and colours)
 - List of Learners
 - Delivery place, date and time
- Fitting of school uniform should be done by the contractor before packaging and distribution.
- Supplier should package and name each school uniform pack on behalf of the learners.
- Ensure that the school uniform is delivered within **60 days** or any other agreed timeframes upon receiving the order.
- The ordered items to be delivered at the place identified by the SASSA.
- **SASSA will not incur costs for returning items that do not meet the specification.**
- **The quality of the goods should not be inferior or sub-standard in comparison to that issued to general customers and the prices thereof shall be comparative to that normally charged to customers of the Bidder,**
- It should be noted that SASSA expects appointed bidder/s to take full responsibility and accountability to execute functions attached to the contract.
- Under no circumstances will SASSA engage itself with sub-contractors or parties associated with the bidder, including suppliers' main suppliers or manufacturers.
- SASSA to ensure that the bidder will be provided with all data required to manufacture and supply school uniform as confirmed by the relevant school.
- Prospective bidders shall have to treat all available data provided by SASSA in the process as strictly confidential. Such data remains the property of the Agency.
- The contractor shall invoice SASSA upon supply and delivery of the ordered items.
- The invoice must include the original SOCPEN lists corresponding to names of applicants/beneficiaries.
- SASSA shall pay the contractor within 30 days of receipt of a valid invoice.

- The Bid prices charged should be inclusive of labour, material, transport, consumables plus VAT if applicable, and must be as the pricing specification attached. Pricing should be included on the pricing schedules which is Annexure A,B,C,D,& E

6. MONITORING AND EVALUATION

- Beneficiaries may be interviewed to validate the quality of service rendered and the contractor's ability to provide the required services.
- Ad-hoc inspection will be conducted at the contracted service provider's site by the agency or any organ of state during the contract period.

7. BRIEFING SESSION

Non-compulsory (physical) briefing session will be held.

8. EVALUATION CRITERIA

Bid documents will be evaluated in terms of the below-mentioned criteria:

8.1. PHASE 1: SPECIAL CONDITION

Special Condition
1. Bidders must bid for all Districts contained in the Pricing Schedule (Annexure A to Annexure E)
2. Declaration Certificate for Local Production and Content in the Textile Sector (SBD 6.2 & Fully Completed Annexure C)
3. Bidder must provide the address of manufacturing site on annexure H

NB: Failure to comply with the above special conditions will invalidate the Bid.

Only locally produced or locally manufactured textiles, Clothing, Leather and footwear with a 100% minimum threshold for local production and content will be considered.

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the bid.

- Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = (1 - x/y) * 100$$

Where x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

- Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB on the date of advertisement of the bid.
- The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dtic's official website
http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.
- The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid.

8.2. PHASE 2: ADMINISTRATIVE COMPLIANCE

Administrative Compliance
1. Proof of Registration on the Central Supplier Database (CSD) with National Treasury(tax compliant)

THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO 7
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2. Certified Identity Documents of Directors/Members as per CSD registration report.(not older than 6 months)
3. Fully completed and signed Standard Bidding Document Forms (SBD1, SBD3.1 or SBD 3.2, SBD4, SBD6.1 & SBD7.1.
4. Tax Compliance Status Pin
5. Consortia and Joint ventures must have a signed agreement. Individually be on CSD, and be Tax compliant.

NB: Bidders who fail to comply with the above requirements may be disqualified.

8.3 PHASE 3: FUNCTIONALITY CRITERIA

No	Functionality Criteria	Weighting
1	Manufacturing equipment - The bidder must have manufacturing equipment's or a letter of support from textile manufacturer as listed in ANNEXURE G 0 of each machine both sewing & knitting = 1 point 1-4 of each machine both sewing & knitting = 3 points 5 of each machine and above = 5	(30 points)
2.	Transport - Must have the ability to transport school uniform to the designated location. Attach proof of vehicle ownership in the name of the bidder or company director or intent to lease signed by both the bidder and lessor and lessor to attach proof of ownership of the vehicles. 0 vehicles owned/leased/hired by the bidder – 1 point 1 -4 vehicles owned/Leased/hired by the bidder – 3 points 5 and above vehicles owned/leased or hired by the bidder - 5 points	(25 points)
3.	Capacity Bidders are required to attach proof of capacity in a form of reference letter with contactable reference as proof	(35 points)

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	that they have performed similar projects. The reference letter/s must indicate the value of the project. - o R 0 – R50,000 = 1 point - o R50,001 – R100,000 = 3 points - o R100,001 and above = 5 points	
4.	• Proof of address of the manufacturing site(Lease Agreement signed by both lesser and lessor) or Municipal Bill (not older than 6 months) or Tribal Authority letter not older than 6 months) or letter from Ward Councillor - o Address outside the Limpopo province = 1 - o Address within the Limpopo province =5	(10 Points)

NB: Suppliers who score less than 70 out of 100 points will be disqualified and will not be evaluated for Price and Preferential Points.

9. SITE INSPECTION

Site inspection will not form part of the evaluation criteria but will be conducted to confirm the existence of manufacturing equipment as stipulated in annexure G

Should it be found that the information on annexure G does not correspond with the outcomes of the inspection of the manufacturing site, SASSA reserves the right to disqualify the bidder.

The address to be provided on annexure H must be the address for manufacturer site where site inspection will be conducted.

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10. PHASE 3: PRICE AND SPECIFIC GOAL

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

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

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

The specific goals allocated points in terms of this tender	Number of Points (80/20 system)	Number of Points (90/10 system)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20	10
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18	9
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16	8
B-BBEE Status Level 1 - 2 contributor	14	7
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12	5
B-BBEE Status Level 3 - 4 contributor	8	3
B-BBEE Status Level 5 - 8 contributor	4	2
Others	0	0

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

- (b) Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or a Sworn Affidavit signed by Emerging Micro Enterprise (EME)/Qualifying Small Enterprise (QSE) representative and attested by a Commissioner of Oath.
- (c) Failure to submit a certificate from accredited verification agency ,sworn affidavit or BBEE Certificate substantiating the specific goals or is a non-compliant contributor, such bidder shall claim 0 points out of the allocated maximum points for specific goals.

11. PERIOD OF CONTRACT

The duration of the contract shall be for a period of three years (36 months).

12. BID CONDITIONS

- 12.1 The contract shall be concluded between SASSA and the preferred service provider(s)
- 12.2 SASSA reserves the right not to award the bid
- 12.3 SASSA reserves the right to award the bid fully or partially
- 12.4 SASSA reserves the right to award the bid to one or more service provider(s)
- 12.5 SASSA reserves the right to negotiate the price with the preferred bidder(s)
- 12.6 SASSA will enter into a contract with the successful bidder(s)
- 12.7 Bidders must comply with SASSA policies and regulations at all times during operations
- 12.8 Bidder may be required to undergo security vetting
- 12.9 The successful supplier will enter into a service level agreement with SASSA.
- 12.10 SASSA intent to award the bid per district unless there are other justifiable reasons.
- 12.11 SASSA reserves the right to appoint one or more suppliers per district

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13. CONTRACT ADMINISTRATION

13.1 The service provider must report to the project manager immediately when she/he becomes aware of any unforeseeable circumstances that will adversely affect the execution of the contract.

13.2 full particulars of such circumstances as well as the period of delay must be furnished to SASSA.

14. BID SUBMISSION AND ENQUIRIES

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

For Technical Enquiries:

Name: Dimakatso Manoko

Tel: 015 291 7592

Email: DimakatsoM@sassa.gov.za

For Supply Chain Enquiries:

Name: Jimmy Maleka

Tel: 013 265 6042

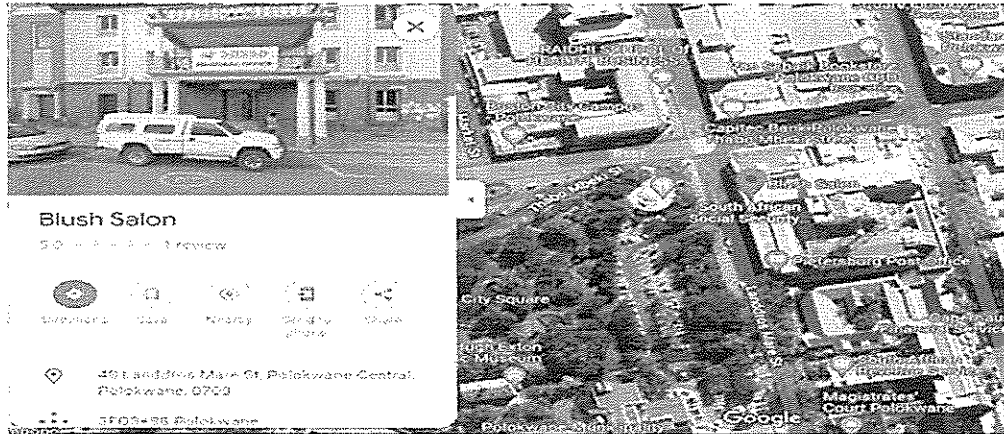
Email: JimmyMa@sassa.gov.za

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

SASSA Limpopo Regional Office
SASSA House
48 Landros Mare Street
CBD
Polokwane
0699

THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO 12
SASSA LIMPOPO REGION FOR A PERIOD OF 36 MONTHS

15. GPS Coordinates: -23.9117315, 29.4532041



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ANNEXURE: A (CAPRICORN DISTRICT)

Pricing Schedule:

No	List of school uniform	Quantity per learner	Unit Price	Price (VAT Incl.) Year 1
	BOYS			
1	Pair of Boys Shoes with laces	1		
2	Pairs of Socks	3		
3	Short pants	2		
4	Long pants (school trousers)	2		
5	Shirts (long and/or short sleeves)/Golf shirts as per required uniform) – with emblem where applicable	2		
6	Jersey - with emblem where applicable	1		
7	Underpants	3		
8	Vests	2		
9	Tie (if applicable)	1		
10	Track Suit - with emblem where applicable	1		
11	Belt	1		
12	Drimack(if required as part of uniform) - with emblem where applicable	1		
13	Pull over jersey - with emblem where applicable	1		
14	School bag(30L x 13W x 45H cm)	1		
15	Raincoat	1		
16	Gumboots	1		

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17	Blazer	1		
18	Sports short	1		
19	Sports T shirt or Golf shirt	1		
TOTAL PRICE FOR YEAR ONE				

No	List of school uniform	Quantity per learner	Unit Price	Price (VAT Incl.) Year 1
	GIRLS			
1	Pair of Girls Shoes	1		
2	Pairs of Socks	3		
3	Tunics and Skirts or culottes or short pants(with emblem where applicable) applicable to school	2		
4	Long pants(girls trousers)	2		
5	Shirt/Golf shirt (with emblem where applicable) applicable to school	2		
6	Jersey (with emblem where applicable)	1		
7	Panties	3		
8	Vests	2		
9	Tie (if applicable)	1		
10	Track Suit (with emblem where applicable)	1		
11	Short tights	2		

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**THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO 15
SASSA LIMPOPO REGION FOR A PERIOD OF 36 MONTHS**

12	Drimack (with emblem where applicable) if applicable to school	1		
13	Pull over jersey - with emblem where applicable	1		
14	School bag(30L x 13W x 45H cm)	1		
15	Raincoat	1		
16	Gumboots	1		
17	Blazer	1		
18	Sports short	1		
19	Sports T shirt or Golf shirt	1		
TOTAL PRICE FOR YEAR ONE				

NB: Please note that prices will be adjusted in terms of the consumer price index (CPI) in year 2 and year 3

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ANNEXURE: B (MOPANI DISTRICT)

Pricing Schedule:

No	List of school uniform	Quantity per learner	Unit Price	Price (VAT Incl.) Year 1
	BOYS			
1	Pair of Boys Shoes with laces	1		
2	Pairs of Socks	3		
3	Short pants	2		
4	Long pants (school trousers)	2		
5	Shirts (long and/or short sleeves)/Golf shirts as per required uniform) – with emblem where applicable	2		
6	Jersey - with emblem where applicable	1		
7	Underpants	3		
8	Vests	2		
9	Tie (if applicable)	1		
10	Track Suit - with emblem where applicable	1		
11	Belt	1		
12	Drimack(if required as part of uniform) - with emblem where applicable	1		
13	Pull over jersey - with emblem where applicable	1		
14	School bag(30L x 13W x 45H cm)	1		
15	Raincoat	1		

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THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO 17
SASSA LIMPOPO REGION FOR A PERIOD OF 36 MONTHS

16	Gumboots	1		
17	Blazer	1		
18	Sports short	1		
19	Sports T shirt or Golf shirt	1		
TOTAL PRICE FOR YEAR ONE				

No	List of school uniform	Quantity per learner	Unit Price	Price (VAT Incl.) Year 1
	GIRLS			
1	Pair of Girls Shoes	1		
2	Pairs of Socks	3		
3	Tunics and Skirts or culottes or short pants(with emblem where applicable) applicable to school	2		
4	Long pants(girls trousers)	2		
5	Shirt/Golf shirt (with emblem where applicable) applicable to school	2		
6	Jersey (with emblem where applicable)	1		
7	Panties	3		
8	Vests	2		
9	Tie (if applicable)	1		
10	Track Suit (with emblem where applicable)	1		
11	Short tights	2		

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**THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO 18
SASSA LIMPOPO REGION FOR A PERIOD OF 36 MONTHS**

12	Drimack (with emblem where applicable) if applicable to school	1		
13	Pull over jersey - with emblem where applicable	1		
14	School bag(30L x 13W x 45H cm)	1		
15	Raincoat	1		
16	Gumboots	1		
17	Blazer	1		
18	Sports short	1		
19	Sports T shirt or Golf shirt	1		
TOTAL PRICE FOR YEAR ONE				

NB: Please note that prices will be adjusted in terms of the consumer price index (CPI) in year 2 and year 3

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ANNEXURE: C (SEKHUKHUNE)

Pricing Schedule:

No	List of school uniform	Quantity per learner	Unit Price	Price (VAT Incl.) Year 1
	BOYS			
1	Pair of Boys Shoes with laces	1		
2	Pairs of Socks	3		
3	Short pants	2		
4	Long pants (school trousers)	2		
5	Shirts (long and/or short sleeves)/Golf shirts as per required uniform) – with emblem where applicable	2		
6	Jersey - with emblem where applicable	1		
7	Underpants	3		
8	Vests	2		
9	Tie (if applicable)	1		
10	Track Suit - with emblem where applicable	1		
11	Belt	1		
12	Drimack(if required as part of uniform) - with emblem where applicable	1		
13	Pull over jersey - with emblem where applicable	1		
14	School bag(30L x 13W x 45H cm)	1		
15	Raincoat	1		
16	Gumboots	1		
17	Blazer	1		

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**THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO 20
SASSA LIMPOPO REGION FOR A PERIOD OF 36 MONTHS**

18	Sports short	1		
19	Sports T shirt or Golf shirt	1		
TOTAL PRICE FOR YEAR ONE				

No	List of school uniform	Quantity per learner	Unit Price	Price (VAT Incl.) Year 1
	GIRLS			
1	Pair of Girls Shoes	1		
2	Pairs of Socks	3		
3	Tunics and Skirts or culottes or short pants(with emblem where applicable) applicable to school	2		
4	Long pants(girls trousers)	2		
5	Shirt/Golf shirt (with emblem where applicable) applicable to school	2		
6	Jersey (with emblem where applicable)	1		
7	Panties	3		
8	Vests	2		
9	Tie (if applicable)	1		
10	Track Suit (with emblem where applicable)	1		
11	Short tights	2		
12	Drimack (with emblem where applicable) if applicable to school	1		
13	Pull over jersey - with emblem where applicable	1		

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**THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO 21
SASSA LIMPOPO REGION FOR A PERIOD OF 36 MONTHS**

14	School bag(30L x 13W x 45H cm)	1		
15	Raincoat	1		
16	Gumboots	1		
17	Blazer	1		
18	Sports short	1		
19	Sports T shirt or Golf shirt	1		
TOTAL PRICE FOR YEAR ONE				

NB: Please note that prices will be adjusted in terms of the consumer price index (CPI) in year 2 and year 3

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ANNEXURE: D (VHEMBE DISTRICT)

Pricing Schedule:

No	List of school uniform	Quantity per learner	Unit Price	Price (VAT Incl.) Year 1
	BOYS			
1	Pair of Boys Shoes with laces	1		
2	Pairs of Socks	3		
3	Short pants	2		
4	Long pants (school trousers)	2		
5	Shirts (long and/or short sleeves)/Golf shirts as per required uniform) – with emblem where applicable	2		
6	Jersey - with emblem where applicable	1		
7	Underpants	3		
8	Vests	2		
9	Tie (if applicable)	1		
10	Track Suit - with emblem where applicable	1		
11	Belt	1		
12	Drimack(if required as part of uniform) - with emblem where applicable	1		
13	Pull over jersey - with emblem where applicable	1		
14	School bag(30L x 13W x 45H cm)	1		
15	Raincoat	1		
16	Gumboots	1		
17	Blazer	1		

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**THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO 23
SASSA LIMPOPO REGION FOR A PERIOD OF 36 MONTHS**

18	Sports short	1		
19	Sports T shirt or Golf shirt	1		
TOTAL PRICE FOR YEAR ONE				

No	List of school uniform	Quantity per learner	Unit Price	Price (VAT Incl.) Year 1
	GIRLS			
1	Pair of Girls Shoes	1		
2	Pairs of Socks	3		
3	Tunics and Skirts or culottes or short pants(with emblem where applicable) applicable to school	2		
4	Long pants(girls trousers)	2		
5	Shirt/Golf shirt (with emblem where applicable) applicable to school	2		
6	Jersey (with emblem where applicable)	1		
7	Panties	3		
8	Vests	2		
9	Tie (if applicable)	1		
10	Track Suit (with emblem where applicable)	1		
11	Short tights	2		
12	Drimack (with emblem where applicable) if applicable to school	1		

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**THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO 24
SASSA LIMPOPO REGION FOR A PERIOD OF 36 MONTHS**

13	Pull over jersey - with emblem where applicable	1		
14	School bag(30L x 13W x 45H cm)	1		
15	Raincoat	1		
16	Gumboots	1		
17	Blazer	1		
18	Sports short	1		
19	Sports T shirt or Golf shirt	1		
TOTAL PRICE FOR YEAR ONE				

NB: Please note that prices will be adjusted in terms of the consumer price index (CPI) in year 2 and year 3

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ANNEXURE: E (WATERBERG DISTRICT)

Pricing Schedule:

No	List of school uniform	Quantity per learner	Unit Price	Price (VAT Incl.) Year 1
	BOYS			
1	Pair of Boys Shoes with laces	1		
2	Pairs of Socks	3		
3	Short pants	2		
4	Long pants (school trousers)	2		
5	Shirts (long and/or short sleeves)/Golf shirts as per required uniform) – with emblem where applicable	2		
6	Jersey - with emblem where applicable	1		
7	Underpants	3		
8	Vests	2		
9	Tie (if applicable)	1		
10	Track Suit - with emblem where applicable	1		
11	Belt	1		
12	Drimack(if required as part of uniform) - with emblem where applicable	1		
13	Pull over jersey - with emblem where applicable	1		
14	School bag(30L x 13W x 45H cm)	1		
15	Raincoat	1		

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**THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO 26
SASSA LIMPOPO REGION FOR A PERIOD OF 36 MONTHS**

16	Gumboots	1		
17	Blazer	1		
18	Sports short	1		
19	Sports T shirt or Golf shirt	1		
TOTAL PRICE FOR YEAR ONE				

No	List of school uniform	Quantity per learner	Unit Price	Price (VAT Incl.) Year 1
	GIRLS			
1	Pair of Girls Shoes	1		
2	Pairs of Socks	3		
3	Tunics and Skirts or culottes or short pants(with emblem where applicable) applicable to school	2		
4	Long pants(girls trousers)	2		
5	Shirt/Golf shirt (with emblem where applicable) applicable to school	2		
6	Jersey (with emblem where applicable)	1		
7	Panties	3		
8	Vests	2		
9	Tie (if applicable)	1		
10	Track Suit (with emblem where applicable)	1		

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**THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER SCHOOL UNIFORM TO 27
SASSA LIMPOPO REGION FOR A PERIOD OF 36 MONTHS**

11	Short tights	2		
12	Drimack (with emblem where applicable) if applicable to school	1		
13	Pull over jersey - with emblem where applicable	1		
14	School bag(30L x 13W x 45H cm)	1		
15	Raincoat	1		
16	Gumboots	1		
17	Blazer	1		
18	Sports short	1		
19	Sports T shirt or Golf shirt	1		
	TOTAL PRICE FOR YEAR ONE			

NB: Please note that prices will be adjusted in terms of the consumer price index (CPI) in year 2 and year 3

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ANNEXURE: G

List of manufacturing equipment or equivalent

1. Sewing	Qty	2. Knitting	Qty
Straight line		Straight line	
Over locking		Over locking	
Button hole		Preparatory table	
Cutting table			
Ironing board			
Iron			

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ANNEXURE H

SITE INSPECTION



Name of Bidder	
Contact Person	
Contact number	
Manufacturer Site Address	
District	

Observations and Comments			
1.Does the business site exist	Yes	No	
2.Accessibility of business site	Yes	No	
3.Availability of sewing equipment	Straight line = Over locker = Button hole = Cutting table = Ironing board = Iron = Preparatory table = Straight line(knitting) = Over locker(knitting) =		

Comments: _____

Sign Off (full Names and Surname)	Signature	Date	Contact details
Regional Bid Evaluation Committee			
Bidder			