

CONFIDENTIAL



SASSA:13-24-FM-EC

INVITATION TO BID

INVITATION OF PROSPECTIVE BIDDERS FOR PROVISION OF GUARDING SERVICES FOR SASSA EASTERN CAPE REGION OVER A PERIOD OF 36 MONTHS.

COMPULSORY BRIEFING SESSION: 24 January 2025 AT 10:00

(A maximum of ten (10) minutes will be allowed for grace after which the doors will be closed and no other suppliers will be allowed to enter in for the briefing scheduled at the below address)

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:
SASSA
BKB BUILDING,
CONR FITZPATRICK & MERINO ROAD
QUIGNEY
EAST LONDON
5201

CLOSING DATE: 06 February 2025

TIME: 11:00

ENQUIRIES CAN BE DIRECTED TO:

Technical Enquiries:

Name: I. Kala

Tel: 043 – 707 6378

Email: TenderQueriesEC@sassa.gov.za

Supply Chain Management Enquiries

Name: Mr L. Bezuidenhout

Tel: 043 – 707 6366

Email: TenderQueriesEC@sassa.gov.za

BID DOCUMENTS CAN BE OBTAINED FROM:

<https://etenders.treasury.gov.za>

<https://www.sassa.gov.za>

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INVITATION OF PROSPECTIVE BIDDERS FOR PROVISION OF GUARDING SERVICES FOR SASSA EASTERN CAPE REGION OVER A PERIOD OF 36 MONTHS.

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA:13-24-FM-EC	CLOSING DATE:	6 February 2025	CLOSING TIME:	11:00
DESCRIPTION	INVITATION OF PROSPECTIVE BIDDERS FOR PROVISION OF GUARDING SERVICES FOR THE SASSA EASTERN CAPE REGION OVER A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA, BKB BUILDING, CNR FITZPATIRCK & MERINO ROAD, QUIGNEY, EAST LONDON, 5201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr L Bezuidenhout	CONTACT PERSON	Mr I Kala		
TELEPHONE NUMBER	043 707 6366	TELEPHONE NUMBER	043-707 6378		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	TenderQueriesEC@sassa.gov.za	E-MAIL ADDRESS	TenderQueriesEC@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 <i>[IF YES ENCLOSE PROOF]</i>		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No <i>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</i>
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:

CLUSTER 1 – AMATHOLE, REGIONAL OFFICE AND RMC
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:13-24-FM-EC
Closing Time 11:00	Closing date 06 February 2025

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)
			R
-	Required by:		SASSA EASTERN CAPE
-	At:		SASSA Regional Office East London, Amathole Office and RMC
-	Brand and model		Not Applicable
-	Country of origin		Not Applicable
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		*Delivery: 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**

CLUSTER 2 – ALFRED NZO AND OR TAMBO
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:13-24-FM-EC
Closing Time 11:00	Closing date 06 February 2025

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)
			R
-	Required by:		SASSA EASTERN CAPE
-	At:		Alfred Nzo & OR Tambo District
-	Brand and model		Not Applicable
-	Country of origin		Not Applicable
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		*Delivery: 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**

CLUSTER 3 – CHRIS HANI AND JOE GQABI
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:13-24-FM-EC
Closing Time 11:00	Closing date 06 February 2025

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)
			R
-	Required by:	SASSA EASTERN CAPE	
-	At:	Chris Hani & Joe Gqabi District	
-	Brand and model	Not Applicable	
-	Country of origin	Not Applicable	
-	Does the offer comply with the specification(s)?	*YES/NO	
-	If not to specification, indicate deviation(s)		
-	Period required for delivery	*Delivery: 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**

CLUSTER 4 – SARAH BAARTMAN AND NELSON MANDELA
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:13-24-FM-EC
Closing Time 11:00	Closing date 06 February 2025

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)
			R
-	Required by:	SASSA EASTERN CAPE	
-	At:	Sarah Baartman & Nelson Mandela	
-	Brand and model	Not Applicable	
-	Country of origin	Not Applicable	
-	Does the offer comply with the specification(s)?	*YES/NO	
-	If not to specification, indicate deviation(s)		
-	Period required for delivery	*Delivery: 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**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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.

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

..... Signature	 Date
..... Position	 Name of bidder

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.

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 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	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:

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

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:

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

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 claimed (90/10 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10	
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9	
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8	
B-BBEE Status Level 1 - 2 contributor	7	
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	5	
B-BBEE Status Level 3 - 4 contributor	3	

B-BBEE Status Level 5 - 8 contributor	2	
Non-compliant	0	
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points		

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

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 complied 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**

GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of Restrictive Practices

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 X 85, Pretoria 001, 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 provider 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 provider'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 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 success 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 provider'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 clause 8.2 & 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider 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. Packaging

- 9.1 The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, 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 the 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 the 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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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:

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and

- 2) in the event of termination of production of the spare parts:
 - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - b) 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 provider 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 provider, 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 the 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the provider's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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 cancelling 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 provider'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 good 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 judgement 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 provider 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 person prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offense as contemplated in section 12 or 13 of the Prevention and Combatting 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 Counter-Vailing 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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 provider 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 provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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 provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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 provider 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation Of Liability

- 28.1 Except in cases of criminal negligence or wilful 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 provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider 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.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the provider 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 provider 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 provider shall be entirely responsible for all taxes, duties, and 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.



TERMS OF REFERENCE:

**APPOINTMENT OF A SERVICE PROVIDER/S FOR THE
PROVISION OF GUARDING SERVICES AT THE SOUTH
AFRICAN SOCIAL SECURITY AGENCY EASTERN CAPE
(SASSA EC) REGION FOR A PERIOD OF THIRTY- SIX
(36) MONTHS**

DOCUMENT RETURN CHECKLIST:

Returnable Documents	SUBMITTED: YES OR NO
A compulsory briefing session will be held. Failure to sign the attendance register document will lead to disqualification.	
Completed and signed SBD 1 (CSD No and Tax Pin to be inserted)	
Completed and signed SBD 3.1 (Complete and signed SBD 3.1 for each cluster submitted)	
Completed and signed SBD 4	
Completed and signed SBD 6.1	
Annexure A – Schedule of offices and Personnel. (Fully Completed on chosen cluster/s) (Print and submit fully completed hard copy of annexure A. Bidder/s should note that other cells on the spreadsheet are protected and linked with formulars which cannot be tempered with. Bidder/s are required to populate information on unprotected cells.) NB: Incomplete price schedule will result in the disqualification of the bid	
Annexure B – Bidder must complete and submit the attached Infrastructure Capacity Checklist. Non-compliance to any of the prescribed Security Control Room compliance and infrastructure requirements on Annexure B will result in disqualification of the bid.	
Annexure C – Bidder must attach award letters/ contracts/ purchase orders in respect of each of the contracts completed/listed on this annexure for the last 5 years for the contract/reference listed to be considered for evaluation on experience. Such award letters/ contracts/ purchase orders from the current/previous clients must bear their company logo reflecting the name(s) and contact details of the client(s); the type of services rendered (specifically guarding services), values of the contracts as well as signed and issued by the previous/current client(s) within the five (5) years of the closing date of this bid. (NB for each award letter/contract/purchase order attached, bidder must submit a reference letter, failure which the award letter/contract/purchase order will not be considered).	
Valid and Certified copy of COIDA certificate or letter of good standing;	
Company Profile: inclusive of a Comprehensive Project implementation Plan which outlines the following; • Deployment plan • OHS plan • Contingency plan • Training plan	
CV of the Operational Manager with at least three (3) years of experience in carrying out security functions at a management level with contactable reference/s.	
Public Liability Insurance with R 10 million cover or a letter from the insurer indicating pre-approval of such intended cover.	
Original or certified copy of company registration with PSIRA (<i>Certificate digitally generated from official PSIRA website accepted</i>)	
Original or certified copy of PSIRA registration certificate of the Company directors'/member/ sole proprietors (<i>Certificate digitally generated from official PSIRA website accepted</i>)	

Returnable Documents	SUBMITTED: YES OR NO
Original or certified copy of a valid PSIRA letter of good standing not older than 3 months (<i>Certificate digitally generated from official PSIRA website accepted</i>)	
Submit a valid Lease Agreement(s)/title deed(s) indicating that the bidder has a physical presence in the Eastern Cape (virtual office lease not acceptable)/ letter of intention to lease an operational office in the Eastern Cape for the duration of the contract signed by both lessee and lessor.	
All certified copies must not be older than 6 months from the date of the bid closing.	

Abbreviations

24/7	24 hours / 7 days a week
CV	Curriculum Vitae
EME	Exempted Micro Enterprise
MPSS	Minimum Physical Security Standards
MISS	Minimum Information Security Standards
NQF	National Qualifications Framework
PSIRA	Private Security Industry Regulatory Authority
STRA	Security Threat Risk Analysis
SANAS	South African National Accreditation System
SASSA/AGENCY	South African Social Security Agency
SLA	Service Level Agreement
SOP	Standard Operating Procedure
SSA	State Security Agency
EC	Eastern Cape
SCM	Supply Chain Management
GCC	General Conditions of Contract
CSD	Central Supplier Database
NBCPSS	National Bargaining Council for the Private Security Sector

1. OBJECTIVE

- 1.1.** The main objective of this advertised bid is to invite prospective bidders to bid for the provision of guarding services for a period of thirty-six (36) months at all the listed Offices (**annexure A**) SASSA EC Region.

2. LEGISLATIVE FRAMEWORK

- 2.1.** SASSA was established in terms of the South African Social Security Agency Act 9 of 2004 to administer social security grants in terms of the Social Assistance Act 13 of 2004.
- 2.2.** The Control of Access to Public Premises and Vehicles Act 53 of 1985 as amended; the Criminal Procedure Act 51 of 1977; the Minimum Information Security Standards (MISS); the Minimum Physical Security Standards (MPSS); the SASSA Security Policy and various other legislation that regulate security within the Organs of State, prescribe the implementation of Security Threat Risk Assessments (STRA) as in protecting the assets of the state and ensuring business continuity.
- 2.3.** The SASSA EC Region is currently structured as follows:
- 2.3.1.** Regional Office;
 - 2.3.2.** District Offices;
 - 2.3.3.** Records Management Center (RMC)
 - 2.3.4.** Local Offices and Service Points;

**Please refer to Annexure A for a detailed listing of offices.*

3. SCOPE OF WORK - EXPECTED DUTIES/RESPONSIBILITIES AND DELIVERABLES

- 3.1.** This bid is for the appointment of a service provider/s for the provision of guarding services at the South African Social Security Agency Eastern Cape (SASSA EC) region for a period of thirty- six (36) months. A total of **234** Grade C security personnel is required as listed on Clusters covered in **Annexure A**.

- 3.2.** SASSA has for the purpose of this Bid clustered Districts as follows:

Cluster Name	Offices/ Districts in a cluster	Number of guards to Bid for per cluster
Cluster 1	Amathole District, Regional Office and RMC	70
Cluster 2	OR Tambo and Alfred Nzo Districts	59
Cluster 3	Chris Hani and Joe Gqabi Districts	56
Cluster 4	Nelson Mandela Metro and Sarah Baartman Districts	49
Total number of guards		234

NB: Bidders are allowed to bid for all clusters or chose one or more clusters to bid for. Bidders must ensure pricing schedule for each cluster chosen is fully completed.

3.3. The guarding services shall include, but not be limited to:

- 3.3.1.** Access control, including monitoring and controlling entry and exit points, searching, escorting and verifying identification of individuals entering the premises.
 - 3.3.2.** Surveillance, including monitoring and recording activities through CCTV cameras or other surveillance systems, where applicable.
 - 3.3.3.** Patrolling, including regular patrols of the premises to deter and detect unauthorized activities.
 - 3.3.4.** Incident response, including responding to alarms, emergencies, or security breaches, and taking appropriate actions.
 - 3.3.5.** Provide regular reports to the Agency on security incidents, activities, and observations.
 - 3.3.6.** Other security-related duties and ad hoc services as may be reasonably required by the Agency.
- 3.4.** The successful bidder must deploy PSIRA registered security officers that will render guarding services on a 24-hour (24/7) basis for a fixed term of 36 months.
- 3.5.** The deployed security officers are expected to act in terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985 as amended, as well as, apply and enforce relevant key SASSA policies, systems and procedures, which relate to the provision of guarding services in the following functions, but not limited to:
- 3.3.1** The successful bidder shall deploy trained and qualified PSIRA accredited personnel to perform the physical guarding security services in accordance with applicable laws, regulations, and industry standards.
 - 3.3.2** The successful bidder shall ensure that its personnel are appropriately licensed, certified, and trained to perform the required services.
 - 3.3.3** The successful bidder shall provide the Agency with a list of personnel assigned to the Agency's premises, including their names, qualifications, and contact information.
- 3.6.** The successful bidder should note that security personnel deployment and/or adjustments will be based on the security specification as confirmed by SASSA EC Regional Security Management.
- 3.7.** The successful bidder must make provision for an Operational Manager who shall supervise their security officers and/or activities on behalf of the successful bidder.
- 3.8.** The successful bidder shall be required to carry out supervision of personnel, by visiting the sites at least twice per week, one of which must be after hours.
- 3.9.** The successful bidder shall before the commencement date of services or as otherwise agreed upon between the parties, provide criminal record checks, proof of PSIRA certification and ID copies of all security personnel that will be utilized on the agreed contract, e.g. as Grade C.

4. SUCCESSFUL BIDDER'S OBLIGATIONS

The successful bidder must ensure the following, but not limited to;

- 4.1.** To maintain a 24/7 permanently manned office/control room for the duration of the contract to enable continuous communication with SASSA EC and the successful bidder's personnel. The successful bidder must have a security control room, and means of communication e.g. two-way radios, cellular phones, etc. for effective communication.

- 4.2. The afore-mentioned security control room must meet all of the basic requirements as contained in the **Annexure B – Infrastructure Capacity Check List** provided.
- 4.3. Ensure they have the ability to provide an armed response service upon request to respond to emergency situations.
- 4.4. Remunerate their security personnel in accordance with the norms and standards and all applicable benefits (Nightshift, Sunday allowances, etc.) as prescribed by the PSIRA and NBCPSS. SASSA EC reserves the right to request the payslips of security personnel to confirm compliance to the legislated remuneration rates.
- 4.5. Security personnel issued with firearms must receive refresher training for the said firearm(s) from an accredited service provider at least once every six months, **(where applicable)**.
- 4.6. To ensure that SASSA EC is informed of any removal or replacement of on-duty security officers.
- 4.7. Ensure that all registered security officers under the agreed contract are provided with corporate uniforms which state the name of the company and which can be clearly distinguished from other companies. SASSA EC reserves the right to order the immediate removal of a security officer/s who does not adhere to this arrangement.
- 4.8. The successful bidder agrees to security checks by the SSA on the company, registered security officers and all directors of the company or members of the close corporation.
- 4.9. Shall provide all necessary equipment, tools, and technology required to perform the guarding services, but not limited to;
 - 4.9.1. Occurrence Book and all other relevant access control registers;
 - 4.9.2. Fully operational radios (spare batteries and a charger on site);
 - 4.9.3. Fully operational magnetic torches (spare batteries and a charger on site),
 - 4.9.4. Panic buttons;
 - 4.9.5. Pocket Book per security guard;
 - 4.9.6. PSIRA Identification Cards per security guard;
 - 4.9.7. Pens;
 - 4.9.8. Handcuffs and keys per security guard;
 - 4.9.9. Handheld metal detectors;
 - 4.9.10. Baton per security guard;
 - 4.9.11. Whistle per security guard
 - 4.9.12. Security guard patrol checkpoint system, where applicable
 - 4.9.13. **One (1) POPIA Compliant license and ID digital Scanner per office**
- 4.10. The successful bidder shall ensure that all access control systems, communication devices, and other relevant security equipment used in the provision of services is properly maintained, repaired, and replaced as needed to ensure its effective operation where necessary.
- 4.11. The successful bidder shall remain solely responsible for the payment of all costs pertaining to their security personnel, including but not limited to salaries, bonuses, provident fund contributions, medical fund and insurance premiums, etc.
- 4.12. The successful bidder must grant SASSA EC access to its premises at any time for infrastructure compliance inspection(s) as per **Annexure B**.

- 4.13. The successful bidder shall provide audited proof that adjusted remuneration has been effected and paid over in line with legislated statutory wage determination.
- 4.14. The successful bidder shall allow his personnel to attend and if necessary, testify in court proceedings, as well as in disciplinary and arbitration proceedings should SASSA EC deem it necessary, provided SASSA EC has notified the service provider within a reasonable time before the start of the proceedings that the presence of the bidder's personnel is required.

5. CONTRACT CONDITIONS

- 5.1 The successful bidder must attach proof of footprint in the Eastern Cape, which shall include a valid lease agreement(s)/title deed(s) indicating that the successful bidder has an established physical presence in the Eastern Cape. (virtual lease not acceptable)/ intention to lease an operational office in the Eastern Cape for the duration of the contract signed by both lessee and lessor. **(NB Bidders with no footprints in the EC will be given 30 days to set up an office from the date of award, failure to acquire an operational office in the EC will lead to termination of the contract).**
- 5.2 The appointment of the successful bidder is subject to the conclusion of a signed and dated contract/SLA.
- 5.3 The contract entered into shall be terminated immediately should the successful bidder no longer qualify as a security service provider in terms of the PSIRA Act 56 of 2001.
- 5.4 SASSA EC reserves the right to cancel the contract forthwith and to terminate the services of the successful bidder in line with the General Conditions of Contract.
- 5.5 Should the successful bidder fail to deliver or perform any of the services within the prescribed period specified in the SLA, SASSA EC shall without prejudice to its other remedies under the SLA deduct from the contract price or monthly invoice, as a penalty a sum calculated on the delivered price of the unperformed service(s) using the amounts reflected and agreed upon within the SLA.
- 5.6 SASSA EC may increase or decrease the number of security personnel based on operational requirements. SASSA EC will, before effecting such a decrease or increase notify the service provider in writing.
- 5.7 The successful bidder will be required to provide proof of training, vetting, criminal checks, issuing of uniforms and equipment, SOP and capacity to deliver on their contingency plan within the specified timeframe before the commencement of services.
- 5.8 The successful bidder must have public liability insurance with a minimum **R 10 million** cover or a letter from the insurer indicating the intention to take up cover at the time of submitting the bid documents. In the case of the intended cover, proof must be provided within two months of the commencement of the service.
- 5.9 Price adjustment must not occur more than once in a year. Adjustments will only be reviewed when proof of increase from PSIRA / NBCPSS and any other recognized or legal structure(s) is presented and upon written request. SASSA will for the purposes of implementing annual adjustments as promulgated or pronounced by the relevant Minister consider and apply stipulations outlined in the recently issued circulars/sectorial determinations in line with the following:

5.9.1 Pricing for the first twelve (12) months should remain fixed. Increment will be effected at the anniversary of the contract. (Labour cost).

5.9.2 For the remaining twenty-four (24) months of the contract, Consumer Price Index (CPI) will be applied as issued by Statistics South Africa. (Operational cost)

6. BID CONDITIONS

- 6.1. Bid proposals are to be bound in a lever arch file/ sealed envelope, clearly marked with the relevant bid number and properly indexed, paginated and marked in accordance with the stipulation in the bid invitation. All documents must be submitted in original format into the tender box mentioned in the address.
- 6.2. Bidders should be tax compliant by the time of awarding this bid. Organs of State are not allowed to do business with suppliers whose SARS matters are not in order or satisfactory, arrangements must be made with the relevant entities prior to submission.
- 6.2. Bidders must be registered compliantly on the Central Supplier Database (CSD) at the close of the Bid.
- 6.3. SASSA reserves the right to negotiate the price with the preferred bidder/s.
- 6.4. The bid price must be inclusive of all relevant costs in terms of the NBCPSS illustrative structure/schedule in accordance with the areas and as determined by the Sectorial Wage Determination guidelines issued from time to time by the Department of Labour, as well as the running costs, public liability insurance and equipment, etc.
- 6.5. Bidders are expected to indicate on the cover of their bid document the cluster/s they are bidding for. The pricing schedule of the bidder should therefore also reflect a proposed pricing for each cluster the bidder chose to bid for.
- 6.6. Bidders to take note that evaluation and Bid award will be done per cluster. Four (4) separate contracts will be signed with successful bidder/s.
- 6.7. Any bidder who misrepresents itself in the bidding documents shall be disqualified and blacklisted in terms of relevant/applicable National Treasury Practice Note(s).

7. EVALUATION OF PROPOSALS

All bid proposals will be evaluated in line with the following criteria:

7.1. STAGE ONE: Mandatory And Administrative Requirements:

PHASE ONE: MANDATORY REQUIREMENTS

Bidders must submit the following documents:

Mandatory Requirement (Returnable Documents)	Yes/No
A compulsory briefing session will be held. Failure to attend and sign the attendance register will lead to disqualification.	
Annexure A – Schedule of offices and Personnel. (Fully Completed on chosen cluster/s) (Print and submit fully completed hard copy of annexure A). Bidder/s should note that other cells on the spreadsheet are protected and linked with formulars which cannot be tempered with. Bidder/s are required	

Mandatory Requirement (Returnable Documents)	Yes/No
to populate information on unprotected cells. NB: Incomplete price schedule will result in the disqualification of the bid.	
Annexure B – Bidder must complete and submit the attached Infrastructure Capacity Checklist. Non-compliance to any of the prescribed Security Control Room compliance and infrastructure requirements on Annexure B will result in disqualification of the bid.	
Annexure C – Bidder must attach award letters/ contracts/ purchase orders in respect of each of the contracts completed/listed on this annexure for the last 5 years for the contract/reference listed to be considered for evaluation on experience. Such award letters/ contracts/ purchase orders from the current/previous clients must bear their company logo reflecting the name(s) and contact details of the client(s); the type of services rendered (specifically guarding services), values of the contracts as well as signed and issued by the previous/current client(s) within the five (5) years of the closing date of this bid. (NB for each award letter/contract/purchase order attached, bidder must submit a reference letter, failure which the award letter/contract/purchase order will not be considered).	
Public Liability Insurance with R 10 million cover or a letter from the insurer indicating pre-approval of such intended cover.	
Bidders must be registered on CSD at the close of the Bid	
Original or certified copy of company registration with PSIRA (<i>Certificate digitally generated from official PSIRA website accepted</i>)	
Original or certified copy of PSIRA registration certificate of the Company directors'/member/ sole proprietors (<i>Certificate digitally generated from official PSIRA website accepted</i>)	
Original or certified copy of a valid PSIRA letter of good standing not older than 3 months (<i>Certificate digitally generated from official PSIRA website accepted</i>)	
Submit a valid Lease Agreement(s)/title deed(s) indicating that the bidder has a physical presence in the Eastern Cape (EC) (virtual lease not acceptable)/ intention to lease an operational office in the Eastern Cape for the duration of the contract signed by both lessee and lessor. (NB Bidders with no footprints in the EC will be given 30 days to set up an office from the date of award, failure to acquire an operational office in the EC will lead to termination of the contract).	
All certified copies must not be older than 6 months from the date of the bid closing.	

N.B. Failure to submit / comply with any of the above listed Mandatory Requirements will lead to your bid being disqualified.

PHASE TWO (2) ADMINISTRATIVE REQUIREMENTS

Administrative Requirement (Returnable Documents)	Yes/No
Completed and signed SBD 1 (CSD No and Tax Pin to be inserted)	
Completed and signed SBD 3.1 (Complete and signed SBD 3.1 for each cluster submitted)	
Completed and signed SBD 4	
Completed and signed SBD 6.1	
Valid and Certified copy of COIDA certificate or letter of good standing;	
Certified ID Copies of all the company directors	
B-BBEE Status of level of contribution	

Administrative Requirement (Returnable Documents)	Yes/No
CV of the Operational Manager with at least three (3) years of experience in carrying out security functions at a management level with contactable reference/s.	
Company Profile: inclusive of a Comprehensive Project implementation Plan which outlines the following; • Deployment plan • OHS plan • Contingency plan • Training plan	
All certified copies must not be older than 6 months from the date of the bid closing.	

7.2. STAGE TWO – TECHNICAL EVALUATION (FUNCTIONALITY)

Bidders will be evaluated in the following manner:

1) Poor / 2) Average / 3) Good / 4) Very Good / 5) Excellent

EVALUATION CRITERIA		WEIGHT												
Experience in the security industry		60												
(a) Experience: Total value (accumulative) of the projects in the last five (5) years.														
Values of Contracts	Score	30												
R1 – R 15 000 000	1													
R 15 000 001 – R 25 000 000	2													
R 25 000 001 – R 35 000 000	3													
R 35 000 001 – R 45 000 000	4													
R 45 000 001 and above	5													
(b) Experience: Number of projects in the industry in the last five (5) years														
Number of Contracts	Score	30												
1 to 3 projects	1													
4 to 5 projects	2													
6 to 7 projects	3													
8 to 9 projects	4													
10 and more projects	5													
Comprehensive Project Implementation		40												
The Comprehensive Project Implementation Plan must cover the following:														
Deployment Plan detailing but not limited to the following elements; Take-over activities, orientation, induction, recruitment, listing the project management team and relevant qualification of experience of members, handing over at exit stage and the time frames related to each activity.		10												
<table><tr><td>Element</td><td>Score</td></tr><tr><td>0-1</td><td>1</td></tr><tr><td>1-2</td><td>2</td></tr><tr><td>2-3</td><td>3</td></tr><tr><td>3-4</td><td>4</td></tr><tr><td>5- above</td><td>5</td></tr></table>			Element	Score	0-1	1	1-2	2	2-3	3	3-4	4	5- above	5
Element	Score													
0-1	1													
1-2	2													
2-3	3													
3-4	4													
5- above	5													
Occupational Health and Safety Plan outlining what the service provider will do to manage health and safety-related matters as provided for in the relevant prescripts including but not limited to the following elements; The appointment of OHS representatives, incident management, incident investigations, OHS reports and environmental pandemic as experienced with the communicable disease protocols as well as the risks associated herewith.		10												
<table><tr><td>Element</td><td>Score</td></tr><tr><td>0-1</td><td>1</td></tr><tr><td>1-2</td><td>2</td></tr></table>			Element	Score	0-1	1	1-2	2						
Element	Score													
0-1	1													
1-2	2													

EVALUATION CRITERIA			WEIGHT												
<table><tr><td>2-3</td><td>3</td></tr><tr><td>3-4</td><td>4</td></tr><tr><td>5- above</td><td>5</td></tr></table>			2-3	3	3-4	4	5- above	5							
2-3	3														
3-4	4														
5- above	5														
Contingency Plan outlining what actions and within what timeframe the service provider will do in crisis situations including but not limited the following elements; Staff shortages, strikes, shortage of equipment, emergency/crisis situation management and natural disasters. <table><tr><th>Element</th><th>Score</th></tr><tr><td>0-1</td><td>1</td></tr><tr><td>1-2</td><td>2</td></tr><tr><td>2-3</td><td>3</td></tr><tr><td>3-4</td><td>4</td></tr><tr><td>5- above</td><td>5</td></tr></table> Note: The capacity to implement the contingency plan must be illustrated as stipulated in the contingency plan within the set timeframe			Element	Score	0-1	1	1-2	2	2-3	3	3-4	4	5- above	5	10
Element	Score														
0-1	1														
1-2	2														
2-3	3														
3-4	4														
5- above	5														
Training Plan must cover the following elements, but not limited to; Content explaining specific target areas, intended audience, accredited service providers and course frequency and timeframe. <table><tr><th>Element</th><th>Score</th></tr><tr><td>0-1</td><td>1</td></tr><tr><td>1-2</td><td>2</td></tr><tr><td>2-3</td><td>3</td></tr><tr><td>3-4</td><td>4</td></tr><tr><td>5- above</td><td>5</td></tr></table>			Element	Score	0-1	1	1-2	2	2-3	3	3-4	4	5- above	5	10
Element	Score														
0-1	1														
1-2	2														
2-3	3														
3-4	4														
5- above	5														
TOTAL			100												

Bidder must obtain a minimum of 70 points on technical evaluation to qualify for further evaluation on Price and Specific goals.

7.3. STAGE THREE – PRICE AND SPECIFIC GOALS

7.3.1 SASSA will consider NBCPSS pricing structures. Therefore, bidder(s) who deviate from the applicable NBCPSS illustrative pricing structures/guidelines by quoting below the current year (2025/26) NBCPSS illustrative pricing structure threshold of A+B+C will be deemed non-compliant and therefore disqualified.

7.3.2 Price (90) and Specific Goals (10)

The 90/10 preference points system will apply in the evaluation of bid proposals submitted.

Price and Specific Goals	100
Price	90
Specific Goals	10

(a) Points awarded for Specific Goals contribution will be evaluated for preference as follows:

Specific goals for the tender and points claimed are indicated in the table below.

(Note: Where the 90/10 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 claimed (90/10 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10	
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9	
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8	
B-BBEE Status Level 1 - 2 contributor	7	
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	5	
B-BBEE Status Level 3 - 4 contributor	4	
B-BBEE Status Level 5 - 8 contributor	2	
OTHERS	0	
Note: In the event of a bidder claiming more than one specific goal category, the Agency 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.		

Returnable Document to Claim Points	Please tick below for the attached document
1. B-BBEE Certificate	
2. Sworn Affidavit (EME or QSE)	
3. CSD Registration number	

- (b) Bidder must submit a valid BBEE Verification Certificate from a verification agency accredited by the South African National Accreditation System (SANAS), or a valid original sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths, together with the bid. Failure to submit will be interpreted to mean that preference points for specific goals contribution are not claimed. The BBEE verification certificate and the sworn affidavit must have been issued within 12 months.

7.4. STAGE FOUR – INFRASTRUCTURE CAPACITY COMPLIANCE CHECK

7.4.1. Infrastructure Capacity Checklist (Control Room)

Infrastructure Compliance Inspection site visits will only be conducted in line with Annexure B to three (3) of the highest-scoring bidders on price and specific goals on each cluster.

Non-compliance with any of the prescribed requirements as per **Annexure B** will be disqualified.

8. SCHEDULE OF OFFICES AND PERSONNEL -ANNEXURE A

8.1 Bidders are requested to complete, print and submit fully completed hard copy of annexure A with the bid.

8.2 Bidder/s should note that some cells on the spreadsheet are protected and linked with a formula which cannot be tampered with.

8.3 Bidder/s are required to populate information on unprotected cells.

NB: Incomplete price schedule will result in the disqualification of the bid

9. BRIEFING SESSION

9.1 The Compulsory Briefing session provides bidders the opportunity to get clarity on aspects of the process as set out in the document and to address any substantive issues that bidders wish to raise.

9.2 Failure to attend briefing session and sign the register will lead to disqualification of the bid, Bidders are discouraged to capture more than one company name on the attendance register unless directorship for both companies can be proven.

A compulsory briefing session will be held as follows:

Date	Venue	Time
24 January 2025	SASSA Regional Office 2nd floor Boardroom Corner of Fitzpatrick & Merino Road Quigney East London	10:00

- a) A grace period of ten (10) minutes will be allocated to bidders arriving late at the briefing
- b) No late bidders will be allowed to enter the briefing venue after 10h10.

10. SUBMISSION OF BIDS

All bids must be deposited in the bid box on the closing date of **06 February 2025** at **11h00** as per the advert at the following address:

SASSA Eastern Cape Regional Office
BKB Building
Cnr Fitzpatrick and Merino Road
Quigney
East London
5201

11. VALIDITY OF BID

The bid will be valid for a period of 90 days from the closing date.

12. ENQUIRIES

All enquiries regarding the bid must be in writing to the below email address and all questions and answers emanating from the compulsory briefing will be published on the SASSA website under the same bid advert number and or responded to by SASSA officials. All enquiries can be directed to the following SASSA officials:

Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
EC Region	043 707 6378	Mr Isaac Kala	isaack@sassa.gov.za

Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
EC Region	043 707 636	Mr Leslie Bezuidenhout	LeslieBe@sassa.gov.za