

NOTIFICATION OF ERRUTUM TENDER ADVERT

Bid Number:SASSA: 51-22-SCM-MP

Bid Description:The South African Social Security Agency hereby invites service providers for the training and Development interventions for SASSA Mpumalanga Region for the Period of Thirty Six (36) Months

Name of Institution:South African Social Security Agency(SASSA)

Place where goods, works or services are required:

Mpumalanga

Date Published: 21 November 2022

Closing Date / Time: 13th December 2022 @11:00am

Enquiries:

Contact Person:Ms Gugu Masango

Email: GuguMa@sassa.gov.za

Telephone number: 013 754 9346

FAX Number:

Where bid documents can be obtained:

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

<https://sassa.gov.za>

Physical Address:Where bids should be delivered:

Physical Address:SASSA Mpumalanga, 18 Ferreira street, Nelspruit,1200

Briefing Session

Non-compulsory briefing session will be held on:

Date:01 December 2022

Time:11:00 am

Venue: Sassa, no 41 Bester Street, Nelspruit, 1200

NB!! Kindly note that the time of briefing session is updated.



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

South African Social Security Agency
Head Office

SASSA House • 18 Ferreira Street
Nelspruit • Private Bag X55662 • Nelspruit, 1200
Tel: +27 12 754 9346 • Fax: 086 656 4166
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: 51-22-SCM-MP	CLOSING DATE	13 December 2022	CLOSING TIME	11:00
DESCRIPTION	Provisioning Of The Accreditation Of Service Providers for the training and Development interventions for SASSA Mpumalanga Region for the period of Thirty six (36) months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: (STREET ADDRESS)					
SASSA House Mpumalanga Regional Office 18 Ferreira Street, Nelspruit, 1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Gugu Masango		CONTACT PERSON	Eric Mahlelela	
TELEPHONE NUMBER	(013) 754-9346		TELEPHONE NUMBER	(013) 754-9389	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	GuguMa@sassa.gov.za		E-MAIL ADDRESS	Ericm@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
TA B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number SASSA: 51-22-SCM-MP
Closing Time 11:00 am	Closing date 13 December 2022

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

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. BIDDER'S DECLARATION

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner

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required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) certificate issued by an authorized body or person; B-BBEE Status level
 - 2) prescribed by the B-BBEE Codes of Good Practice; A sworn affidavit as
 - 3) requirement prescribed in terms of the B-BBEE Act; Any other
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \frac{80}{20} & \text{or} & \frac{90}{10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

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Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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- i) What percentage of the contract will be subcontracted..... %
 ii) The name of the sub-contractor.....
 iii) The B-BBEE status level of the sub-contractor.....
 iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
 8.2 VAT registration number:.....
 8.3 Company registration number:.....
 8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
 One person business/sole propriety
 Close corporation
 Company
 (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer
 Supplier
 Professional service provider
 Other service providers, e.g. transporter, etc.

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[TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have --
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES	
1.
2.

SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS

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SOUTH AFRICAN SOCIAL SECURITY AGENCY- SASSA



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

TERMS OF REFERENCE

Appointment of accredited service providers for provision of training and development interventions within South African Social Security Agency (SASSA) Mpumalanga Region for the period of three (3) years (36 months)

TABLE OF CONTENTS

<u>1. ABBREVIATIONS</u>	1
<u>2. INTRODUCTION AND BACKGROUND</u>	2
<u>3. PURPOSE</u>	2
<u>4. OBJECTIVE</u>	3
<u>5. SCOPE OF WORK</u>	3
<u>6. BID CONDITION</u>	4
<u>7. PUBLIC LIABILITY</u>	4
<u>8. SERVICE PROVIDER/S RESPONSIBILITIES</u>	5
<u>9. SASSA RESPONSIBILITIES</u>	5
<u>10. CONFIDENTIALITY</u>	6
<u>11. CONTRACT PERIOD</u>	6
<u>12. BID REQUIREMENTS</u>	6
<u>13. EVALUATION CRITERIA</u>	8-11
<u>14. MONITORING AND EVALUATION</u>	11
<u>15. JOINT VENTURE AND CONSORTIUM</u>	11
<u>16. KEY ASPECT OF THE BID PROPOSAL</u>	12
<u>17. BRIEFING SESSION</u>	12
<u>18. PUBLICATION</u>	13
<u>19. SECURITY AND CONFIDENTIALITY OF INFORMATION</u>	13
<u>20. SUBMISSION OF BIDS</u>	13

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SOUTH AFRICAN SOCIAL SECURITY AGENCY
P/EAG Y11230
2022 -11- 18
MPUMALANGA REGION

1. ABBREVIATIONS

ATR	Annual Training Report
B-BBEE	Broad Based Black Economic Empowerment
CPI	Consumer Price Index
CSD	Central Supplier Database
CV	Curriculum Vitae
DHET	Department of Higher Education and Training
EME	Exempted Micro Enterprises
SETA	Sector Education and Training Authority
ETDSETA	Education Training and Development SETA
HRDSSA	Human Resource Development Strategy of South Africa
HCD&T	Human Capital Development and Transformation
PDPs	Personal Development Plans
NQF	National Qualification Framework
QCTO	Quality Council for Trades & Occupation
IRBA	Independent Regulatory Board of Auditors
JV	Joint Venture
NESPF	National Environmental Skills Planning Forum
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Framework Act
PPR	Preferential Procurement Regulations
QSE	Qualifying Small Enterprises
SANAS	South African National Accreditation System
SASSA	South African Social Security Agency
SSA	State Security Agency
SBD	Standard Bidding Documents
SCM	Supply Chain Management
SLA	Service Level Agreement
TOR	Terms of Reference
VAT	Value Added Tax

Mh

SOUTH AFRICAN SOCIAL SECURITY AGENCY	
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2022 -11- 18	
MPUMALANGA REGION	

2. INTRODUCTION AND BACKGROUND

2.1 The South African Social Security Agency (SASSA) is a public entity established in terms of South African Social Security Agency Act, 2004 (Act No.9 of 2004) and is classified as Schedule 3A in terms of the Public Finance Management Act 1999 (Act No. 1 of 1999 as amended).

2.2 SASSA's vision is to become: A leader in the delivery of social security services and its mission is to administer social security services to eligible children, older persons and people with disabilities.

2.3 Through the unit of Human Capital Development and Transformation (HCD&T), SASSA has a mandate to equip all its employees through the provision of quality education and training with values, knowledge and skills that will enable them to contribute more effectively and efficiently within the Agency.

2.4 These terms of reference (TOR) were introduced to assist in identifying credible and accredited service providers with extensive experience and necessary resources to train SASSA employees through the identified training interventions.

2.5 SASSA Mpumalanga Region is currently structured as follows:

2.5.1 Regional Office

2.5.2 District Offices

2.5.3 Local Offices

2.5.4 Service Offices

2.5.5 Records Management Centre

3. PURPOSE

To support the Human Capital Development unit in order to fulfill the Agency's goal of building capacity in a strategic manner through integration and coordination of **education and training initiatives**. This can be done through identifying suitable service provider/s accredited to provide training and development services through implementing the identified skills development interventions aimed to enhance the knowledge and skills of SASSA officials in Mpumalanga Region for a period of 36 months.



SOUTH AFRICAN SOCIAL SECURITY AGENCY
P/BAG X11230
2022 -11- 18
MPUMALANGA REGION

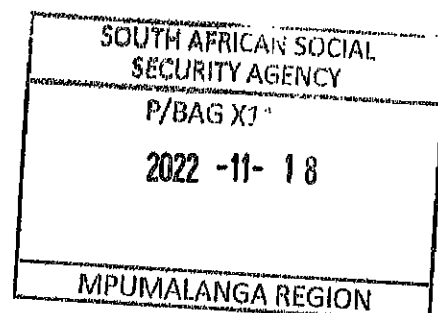
4. OBJECTIVE

To ensure that all employees identified to undergo particular skills development interventions; whether generic trainings or Personal Development Plans (PDPs), are trained by accredited facilitators and training institutions who meet all the necessary requirements as per specification designed by the unit of Human Capital Management: Development and Transformation.

5. SCOPE OF WORK

5.1 The accreditation project scope would include amongst others, the following activities:

- 5.1.1 Accounting Sciences (NQF aligned).
- 5.1.2 Supply Chain Management (NQF aligned).
- 5.1.3 Facilities Management (NQF aligned).
- 5.1.4 Human Resource Management (NQF aligned).
- 5.1.5 Information and Communication Technology Management (NQF aligned).
- 5.1.6 Operation Management (NQF aligned).
- 5.1.7 Record Management (NQF aligned).
- 5.1.8 Online Application Management (NQF aligned).
- 5.1.9 Fraud and Risk Management (NQF aligned).
- 5.1.10 Cyber Security (NQF aligned).
- 5.1.11 Contract Management (NQF aligned).
- 5.1.12 PMFA/Supply Chain Management Bid Committees' course (NQF aligned).
- 5.1.13 Employment Equity Consultative Committee (NQF aligned).
- 5.1.14 Public Service disciplinary code and procedures (NQF aligned).
- 5.1.15 Recruitment and selection (NQF aligned).
- 5.1.16 Business Writing Skills (NQF aligned).
- 5.1.17 Change management intervention (NQF aligned).
- 5.1.18 Emotional intelligence (NQF aligned).
- 5.1.19 Corporate Governance (NQF aligned).
- 5.1.20 Customer Care training (NQF aligned).
- 5.1.21 Coaching and Mentoring (NQF aligned).
- 5.1.22 Conflict Management (NQF aligned).



5.1.23 Occupational Health and Safety Committee (NQF aligned).

5.1.24 Monitoring and Evaluation (NQF aligned).

5.1.25 Microsoft Office package (NQF aligned).

5.1.26 Leadership (Outcome based)

5.2 The unit standard number and the NQF level for each programme provided must be indicated as per the requirement. (Kindly refer to the attached **ANNEXURE A** as an example)

5.3 Potential service provider/s must be offering one of the above-mentioned listed training intervention. Complete the list of training the bidder offers. (Refer to **ANNEXURE B**)

6. BID CONDITIONS

6.1 Appointment of successful bidder(s) will be subject to positive background checks.

6.2 The successful bidder(s) will enter into a Service level Agreement (SLA) with SASSA.

6.3 SASSA reserves the right to negotiate price(s) with the successful bidder(s).

6.4 Failure to comply with mandatory requirements will result in disqualification of the bid

7 PUBLIC LIABILITY

7.1 The bidder(s) indemnifies SASSA from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from death, injury or ailment of any person, or damage of property of the bidder or any other person that may result from or be related to the execution of this contract.

7.2 The bidder(s) will be held responsible for any damage or theft by their employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by SASSA against the bidder. SASSA reserves the right to claim for damages against the



SOUTH AFRICAN SOCIAL SECURITY AGENCY
P/BAG X11.230
2022 -11- 18
MPUMALANGA REGION

bidder arising out of negligence and/or poor performance by the bidder or its employees.

7.3 The Bidder(s) should have public liability insurance with not less than R 5 million cover or a letter from the insurer indicating intention to take up cover at the time of submitting the bid documents.

7.4 In the case of the loss or damage to property resulting from providing service, the bidder(s) undertakes to repair/rectify the damage immediately after the notification by Security Management in the Agency. If the bidder(s) fails to act after such notification, SASSA will rectify the damages and the costs will be recovered from the bidder(s).

8 SERVICE PROVIDER/S RESPONSIBILITIES

- 8.1 The service provider/s shall be expected to perform in accordance with the standards set out by the South African Social Security Agency.
- 8.2 The service provider/s shall be expected to provide training and development services according to the agreed specifications designed by SASSA.
- 8.3 The service provider/s shall be responsible to provide the training venue and training equipment.
- 8.4 Upon completion of the programmes/ interventions the service provider/s must issue relevant certificates to employees.
- 8.5 Deliver against the Purchase Order.
- 8.6 Ensure that the attendance register is signed by each learner on a daily basis for the duration of the training.
- 8.7 The service provider shall be responsible for all cost related to the training.
- 8.8 Learner enrolment forms must be completed and copies provided to SASSA.
- 8.9 The bidder(s) shall conduct the training in courteous and professional manner.
- 8.10 Ensure that Learning Programme is facilitated, assessed, moderated and verified.
- 8.11 Training(s) programmes rendered must meet the accreditation and be NQF aligned (depending on the training required)



SOUTH AFRICAN SOCIAL SECURITY AGENCY	
P/BAC	5
2022 -11- 18	
MPUMALANGA REGION	

9 SASSA RESPONSIBILITIES

- 9.1 SASSA will request quotations from the list of the selected accredited service providers.
- 9.2 SASSA will be expected to provide the selected accredited service providers with a signed specifications when requesting for quotations.
- 9.3 SASSA to arrange the necessary logistics to ensure attendance including but not limited to issuing of invites and nomination forms.
- 9.4 SASSA to provide transport and accommodation for employees.
- 9.5 SASSA to pay the service provider/s within 30 working days upon receipt of a valid invoice.

10 CONFIDENTIALITY

- 10.1 The bidder(s) should ensure that SASSA's interests are served at all times during the contract period. Any information gained by the bidder(s) during the course of the contract must be kept in strict confidence and may not be used without the written permission from SASSA.

11 CONTRACT PERIOD

- 11.1 The South African Social Security Agency will sign a 36 months contract with the successful accredited service provider/s.

12 BID REQUIREMENTS

- 12.1 The service provider/s will be expected to provide a company profile that entails the followings as attachments :
 - 12.1.1 Past and current experience in providing skills development services through training employees on skills programmes/interventions.
 - 12.1.2 The ability to provide and facilitate training in the listed programs.
 - 12.1.3 Total learners enrolled in each given year, to date.
 - 12.1.4 Total learners declared competent per year (sample to be provided as portfolios of evidence)
 - 12.1.5 List of contactable references for similar services where training services were or are currently rendered.



SOUTH AFRICAN SOCIAL SECURITY AGENCY
P 716 811230
2022 -11- 18
MPUMALANGA REGION

- 12.1.6 Proof of Registration on the central supplier database (CSD)
- 12.1.7 Tax Clearance printed pin certificate.
- 12.2 Company registration with the relevant SETA and or QCTO.
- 12.3 Service provider is required to submit facilitator's accreditation to conduct training services
- 12.4 Completed and signed Standard Bidding Document (SBD) forms
- 12.5 Bidder(s) must submit a BBBEE Verification Certificate from a verification agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit signed by the EME representative and attested by the Commissioner of Oaths, together with the bid.

13 EVALUATION CRITERIA

The proposals shall be evaluated in terms of the below mentioned criteria.

13.1 STAGE ONE

13.1.1 PHASE ONE: MANDATORY REQUIREMENTS

- 13.1.1.1 Tax compliance status PIN
- 13.1.1.2 Registration on the central supplier database (CSD)
- 13.1.1.3 Registration/ accreditation with the relevant SETA and/ QCTO.
- 13.1.1.4 Certified BBBEE certificate or affidavit



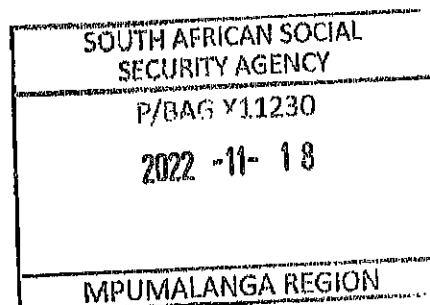
N.B Failure to submit the above mandatory documents will lead to the bid not being considered for further evaluation.

13.1.2 PHASE TWO: ADMINISTRATIVE COMPLIANCE

Bidder(s) should submit the following documents:

Administrative Requirement	Compliant	Non-compliant
Company profile (Vision, Mission, Organogram, registered facilitators, assessors, total learners enrolled and moderators linked to the organization)		
Certified proof of registration with a Sector Education and Training Authority (SETA) and/ Quality Council for Trades and Occupation (QCTO) which reflect the courses for which they are accredited to provide, in line with SAQA requirement.		
Sample of portfolio of evidence and learner guide to be used in the training in line with the type of programs SASSA needs, Learner portfolio must not be older than two years.		
Certified copy of the identity documents of all the Directors / members		
Proof of registration with National Treasury Central Supplier Database (CSD)		
Tax compliance status PIN		
SBD forms fully completed and signed by the bidder		

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13.1.3 PHASE THREE - FUNTIONALITY

Below are applicable values that will be utilized when scoring each criteria:

1 = poor, 2 = average, 3 = good, 4 = very good and 5 = excellent.

DESCRIPTION OF CRITERIA	WEIGHT														
<div>1. Capacity to deliver = 20</div> <div>Demonstrate the ability to provide and facilitate training in the listed programs (1. Number of facilitators, 2. Facilitators' accreditation and 3. Previous and current projects)</div> <div>Poor (No information/irrelevant) =1 None of the above/irrelevant</div> <div>Average (Relevant but limited) = 3 One or Two of the above</div> <div>Good (Relevant and substantial) = 5 All of the above</div> <div>2. Experience</div> <div>Years of experience in providing training in these Unit standards: (Past and current appointment letters with period of training) Annexure A</div> <table><tr><th>Number of years</th><th>Score</th><th rowspan="5">20</th></tr><tr><td>0- 2years &11 months</td><td>1</td></tr><tr><td>3yrs & 11 months</td><td>2</td></tr><tr><td>4yrs and 11 months</td><td>3</td></tr><tr><td>5yrs and 11 months</td><td>4</td></tr><tr><td>6 years and above</td><td>5</td><td></td></tr></table>	Number of years	Score	20	0- 2years &11 months	1	3yrs & 11 months	2	4yrs and 11 months	3	5yrs and 11 months	4	6 years and above	5		60
Number of years	Score	20													
0- 2years &11 months	1														
3yrs & 11 months	2														
4yrs and 11 months	3														
5yrs and 11 months	4														
6 years and above	5														

SOUTH AFRICAN SOCIAL
SECURITY AGENCY
PI/RAE Y11223

2022 -11- 18

MPUMALANGA REGION

3. References

Must provide SASSA with written reference not older than 5 years from organizations where they have conducted trainings.

N.B: The reference Letter(s) must reflect at least name of the client, title of the training conducted and the year it was conducted, contactable reference name and contact details and signed by the appropriate delegate. The Reference Letter must indicate the quality of the training conducted.

References	Score	20
0-3 References	1	
4 References	2	
5 References	3	
6 References	4	
7 and above References	5	

4. METHODOLOGY

Provide a detailed methodology to cover the proposed scope of work including how such work will be performed.

4.1 Training plan


4.2 Pre implementation plan

4.3 Implementation strategy

4.4 Contingency plan

4.5 Post training evaluation

40



SOUTH AFRICAN SOCIAL SECURITY AGENCY P/BAG X11230 2022 -11- 18 MPUMALANGA REGION
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Poor (No information/limited/irrelevant) =1 <i>None or one of the above/irrelevant</i>	
Average (Relevant but limited) = (3) <i>Two to three of the above</i>	
Good (Relevant and substantial) = (5) <i>All of the above</i>	
Total	100

Bidders that fail to score a minimum of 70 out of 100 points for functionality will be disqualified. Only bidders who scored the minimum threshold on functionality will be considered for accreditation.

14. MONITORING AND EVALUATION

14.1 The service provider/s will be expected to enter into a service level agreement (SLA) with South African Social Security Agency. This SLA will form the basis for compliance monitoring.

14.2 Compliance with delivery timelines.

14.3 Quality service and compliance to standards

14.4 The performance of the service provider/s will be assessed regularly, and should the required standards not be met, the contract may be terminated.

15. JOINT VENTURE AND CONSORTIUM

15.1 Where a joint venture or consortium are formed, a copy of the joint venture or consortium agreement must be attached with the bid.

15.2 Companies will be individually required to comply with administrative compliance requirements.

16 KEY ASPECTS OF THE BID PROPOSAL

16.1 SASSA Mpumalanga Region reserves the right to contact the references as provided by bidders.

16.2 Bidders must fully complete the Standard Bidding Documents

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SOUTH AFRICAN SOCIAL SECURITY AGENCY
P/EAG X1.1230
2022 -11- 18
MPUMALANGA REGION

- 16.3 Quotations will be sourced from the accredited service providers as and when the service is required
- 16.4 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 16.5 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 16.6 SASSA is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation to this bid. SASSA reserves the right to appoint a bidder whose bid most successfully conforms to the criteria and the requirements set out in the terms and conditions described in the TOR.
- 16.7 SASSA reserves the right to accredit one or more service providers; in whole or partially or not to accredit any service provider at all.
- 16.8 SASSA may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.
- 16.9 The appointment of the successful bidder is subject to a conclusion of a Service Level Agreement (SLA) between SASSA and the successful bidder governing all rights and obligations related to the required services.
- 16.10 The SLA shall be prepared by SASSA to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by SASSA (whether arising from the specifications of the successful bidder's proposal or otherwise).
- 16.11 Bidders which have not been selected shall be informed accordingly through publication of the successful bidder/s in the same media that was used to advertise the bid.

17 NON- COMPULSORY BRIEFING SESSION

- 17.1 Non-Compulsory briefing session will be conducted.

18. PUBLICATION

- 18.1 Tender Bid Publication will be placed on the National Treasury SharePoint and SASSA website and shall remain open for a period of 21 days.

SECURITY AGENCY
P/BAG X11230
2022 -11- 18
MPUMALANGA REGION

19. SECURITY AND CONFIDENTIALITY OF INFORMATION

19.1 The successful bidder must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, during the contract period and beyond. Information may only be disclosed to outside parties with prior written approval from the Agency

20. SUBMISSION OF BIDS

20.1 Address of the Region where bids should be submitted:

20.1.1 Mpumalanga

18 Ferreira Street, Ground floor from 08:00 to 17:00

Nelspruit, 1200

20.2 The following contact details in respect of enquiries will apply:

a) Technical enquiries

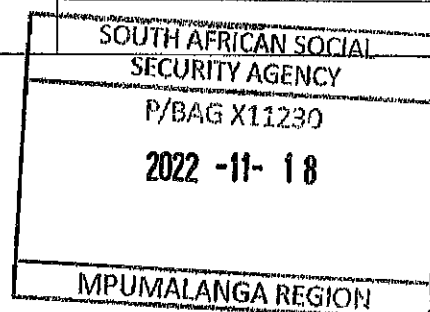
Name of Region	Contact Number	Contact Person	Email Address
Mpumalanga	013 754 9389	Mr. ME Mahlalela	Ericm@sassa.gov.za

b) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
Mpumalanga	013 754 9356	Ms. G Masango	Guguma@sassa.gov.za

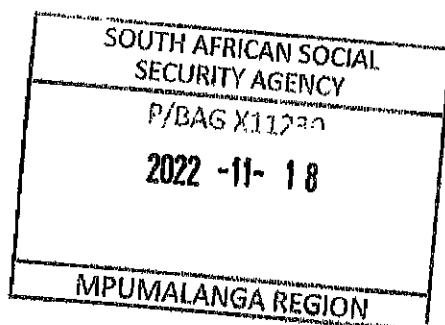


ANNEXURE B	
TRAINING OFFERED	
Training Programme	Accredited Training Programme (Yes/No)
Accounting Sciences (NQF aligned).	
Supply Chain Management (NQF aligned).	
Facilities Management (NQF aligned).	
Human Resource Management (NQF aligned).	
Information and Communication Technology Management (NQF aligned).	
Operation Management (NQF aligned).	
Record Management (NQF aligned).	
Online Application Management (NQF aligned).	
Fraud and Risk Management (NQF aligned).	
Cyber Security (NQF aligned).	
Contract Management (NQF aligned).	
PMFA/Supply Chain Management Bid Committees' course (NQF aligned).	
Employment Equity Consultative Committee (NQF aligned).	
Public Service disciplinary code and procedures (NQF aligned).	
Recruitment and selection (NQF aligned).	
Business Writing Skills (NQF aligned).	
Change management intervention (NQF aligned).	
Emotional intelligence (NQF aligned).	
Corporate Governance (NQF aligned).	
Customer Care training (NQF aligned).	
Coaching and Mentoring (NQF aligned).	
Conflict Management (NQF aligned).	



Occupational Health and Safety Committee (NQF aligned).	
Monitoring and Evaluation (NQF aligned).	
Microsoft Office package (NQF aligned).	
Leadership (Outcome based)	

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

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 practices" 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 consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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| 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 | <p>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</p> <p>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.</p> |
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 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 | <p>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).</p> <p>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.</p> |