

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA: 15-23-GA-GP

BID DESCRIPTION: APOINTMENT FOR ACCREDITATION OF FIVE (5) NGOs AND/ OR NPOs FOR THE SUPPLY AND PROVISION OF SOCIAL RELIEF OF DISTRESS (SRD) – HOT MEALS FOR A PERIOD OF (36) MONTHS FOR SASSA GAUTENG REGION

Name of Institution: The South African Social Security Agency

Place where goods, works or services are required: SASSA Gauteng District Offices and Local Offices.

Date Published: 11 July 2023

Closing Date / Time: 01 August 2023 @11:00am

Bid Enquiries:

Contact Person: MR MMATHUME NKADIMENG

Email: Mmathumen@sassa.gov.za<<mailto:Mmathumen@sassa.gov.za>>

Telephone number: 011 241 8474<<tel:011 241 8474>>

Technical Enquiries:

Contact Person: MR MOTSHELE MOHLAMONYANE

Email: GodfreyMoh@sassa.gov.za<<mailto:GodfreyMoh@sassa.gov.za>>

Telephone number: 011 241 8314<<tel:011 241 8314>>

Where bid documents can be obtained:

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

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

Physical Address:

Where bids should be delivered:

Physical Address:

SASSA Gauteng Regional Office, 28 Harrison Street 11th floor, Johannesburg, 2000

Compulsory Briefing Session:

19 July 2023, 11h00 am at Germiston Local Office, 40 Catlin Street, 3rd Street

Special Conditions:

Yes



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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 15-23-GA-GP	CLOSING DATE: 01 August 2023	CLOSING TIME:	11:00 am	
DESCRIPTION	APPOINTMENT FOR ACCREDITATION OF FIVE (5) NGOs AND/ OR NPOs FOR THE SUPPLY AND PROVISION OF SOCIAL RELIEF OF DISTRESS (SRD) – HOT MEALS FOR A PERIOD OF (36) MONTHS FOR SASSA GAUTENG REGION.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA Gauteng Regional Office: 28 Harrison Street, 11 th Floor, Johannesburg, 2000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Mmathume Nkadimeng		CONTACT PERSON	Mr Motshela Godfrey Mohlamonyane	
TELEPHONE NUMBER	011 241 8474		TELEPHONE NUMBER	011 241 8314	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MmathumeN@sassa.gov.za		E-MAIL ADDRESS	GodfreyMoh@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
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 THE QUESTIONNAIRE BELOW]	
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 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:



SBD4

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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



SBD4

SASSA

Full Name	Identify Number	Name of Institution	State

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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



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SBD4

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

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

SBD4



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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10	20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9	18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8	16		
B-BBEE Status Level 1 - 2 contributor	7	14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	5	12		
B-BBEE Status Level 3 - 4 contributor	3	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
Others	0	0		
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points. The highest points will be confirmed with the BBEE Certificate/Sworn Affidavit submitted by bidder/CIPC, etc				

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP,

WITNESSES

1.

2.

DATE

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognizable 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 its 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, war or revolution, fire, 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 practices 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 auxiliary 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.

- 1.23 "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 expenses 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 clause 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 supplier's 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 herein, 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 weight 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 operation 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) each spare part 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 blueprint, 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 in take

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

16. Payment
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 kind 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 supplier 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 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 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 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 22 of the Act the Register must be open to the public. The Register can be viewed on the National Treasury website.

34. 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 failure 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 sixty (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 text or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, 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) in / are or a contractor(s) was / were involved in collective 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.

In General Conditions of Contract (revised July 2010)



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

**TERMS OF REFERENCE FOR ACCREDITATION OF FIVE
(5) NGOs AND/ OR NPOs FOR THE SUPPLY AND
PROVISION OF SOCIAL RELIEF OF DISTRESS (SRD) –
HOT MEALS FOR A PERIOD OF (36) MONTHS FOR SASSA
GAUTENG REGION**

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1 BACKGROUND

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

1.2 **SASSA Gauteng Region is currently structured as follows:**

1.2.1 Regional Office – 1

1.2.2 District Offices – 5

1.2.3 Local Offices – 40

1.2.4 Service Points; and

1.2.5 Record Management Centre -1

2 INTRODUCTION

2.1 Social Relief of Distress (SRD) is a programme intended for meeting the basic needs of indigent persons by means of rendering temporary and immediate material assistance in response to a crisis situation.

2.2 The Disaster Management Act 2002 (Act No. 57 of 2002) defines a disaster as a progressive or sudden, widespread or localized, natural or human-caused occurrence which – causes or threatens to cause- (i) death, injury or disease; (ii) damage to property, infrastructure or the environment; and / or iii) disruption of the life of a community; and is of a magnitude that exceeds the ability of those affected by the disaster to cope with its effects using only their own resources.

2.3 Disasters occur when an unforeseen event impacts on vulnerable structures, areas, services, households or a community to the extent that available resources cannot cope with the problem effectively. An incident as guided by SRD policy refers to disastrous events, where the area is not declared a disaster area.

2.4 The community and/or the individual require support and assistance to cope with the after-effects of disasters and/or incidents. The importance of a rapid and effective response in the event of a disaster or incident cannot be underestimated.

- 2.5 The responsibility of SASSA is to assist in the provision of immediate access to basic necessities for those severely affected by disasters and/or incidents, in consultation with other role players involved in the response effort.
- 2.6 A disaster or incident may affect only one family or person (for example a single house burns down) or an entire community (floods, fire, wind, tornados, etc.).
- 2.7 The response for an individual affected by a disaster will differ from a response to a community affected by a disaster. However, in all cases, SASSA's preparedness and responsiveness is of importance. Child headed households, female headed households, people with special needs and the elderly are particularly vulnerable during such times.

3 LEGAL FRAMEWORK

3.1 The following legislative framework informs the required services:

- ✓ Constitution of the RSA, 1996 (Act No 1 of 1996)
- ✓ The South African Social Assistance Act No.13 of 2004
- ✓ South African Social Security Act, 2004 (SASSA) Act No 9 of 2004
- ✓ Public Finance Management Act of 1996
- ✓ Treasury Regulations
- ✓ Division of Revenue Act, 2015
- ✓ Conditional Grant Framework 2015/16
- ✓ Code of Practice SABS 049-1965
- ✓ National Road Traffic Act 93 of 1996
- ✓ The Disaster Management Act 2002 (Act No. 57 of 2002)
- ✓ Non-Profit Organisations Act, 1997
- ✓ Regulations Governing General Hygiene Requirements for Food Premises and Transport of Food (G.N. R918 of 30 July 1999)

4 PROCEDURES/RULES TO BE FOLLOWED

- 4.1 SRD application process must be followed for each person affected by the disaster, where individual assistance is provided;
- 4.2 Assistance is also provided to people housed in community halls or other communal facilities where affected communities have been displaced by the disaster/incident.

5 ASSISTANCE WHICH MAY BE PROVIDED WHEN MEMBERS OF A COMMUNITY ARE AFFECTED BY A DISASTER OR INCIDENT.

- 5.1 Where people affected by a disaster/incident are housed in community halls or other alternative accommodation on a temporary basis and require a hot meal as an interim measure, SASSA may assist, by requesting NGO and/or NPO for disaster relief.
- 5.2 Where meals are provided, these are provided for a maximum of 3 days, at a total cost determine by agency at a rate per day. Should the need exist to continue feeding beyond the 3 days, prior permission will be given by SASSA in line with internal processes.

6 SCOPE OF WORK EXPECTED FROM THE NGO/NPO

- 6.1 The NGO and/or NPO will be required to Supply, cook, deliver and provide prepared hot meals which comply with the official/instruction order, quality and quantity as set out in **Annexure “A”** attached to this document.
- 6.2 The five (5) appointed service providers are expected to service the entire Region entire (Johannesburg, Tshwane, Sedibeng, West Rand and Ekurhuleni). Based on the past experience, trends, population and the vastness, the Region will require three service providers to cover incidents that might occur. This will also assist in responding within 48 hours in an event a service provider/s is unable to deliver.
- 6.3 **Meals to be provides as flows:**
 - ✓ Breakfast (tea, sandwiches or/and porridge)
 - ✓ Lunch (a fruit, sandwich & fruit juice)
 - ✓ Dinner (tea, meat or chicken stew with vegetables, rice or pap)

Note: that meals needed will depend on the time of the day during the disaster incidents.

- 6.4 The expected period and time of delivery is discussed and agreed upon with the appointed service provider/s as to when to start provision and end provision. Such communication would be done through purchase order. The content of the goods to be delivered will be checked/confirmed by SASSA officials on site against the purchase order.
- 6.5 Delivery and provision must be done as per time given by SASSA to enable officials to check the contents/quality in terms of the official purchase orders. Deliveries made after the agreed set hours will not be accepted, unless prior arrangements is made. It is the responsibility of the appointed NGO and/or NPO to load and off-load the cooked meals or prepare cooking on site (Disaster Incident Scene-shelters) as well as to deliver them to various delivery points/shelters as directed by SASSA.

6 GENERAL CONDITIONS

- 6.1 The General Conditions as stipulated by the National Treasury will be applicable.

7 CONTRACT CONDITIONS

- 7.1 Upon the award of the bid, the following documents will be signed and be applicable for thirty-six (36) months.
- 7.1.1 Signed award letter by SASSA and acceptance letter signed by the successful bidder/s.
- 7.1.2 The Service Level Agreement between the SASSA and the successful bidders. It should be noted that no work will commence prior to the above documents being signed.
- 7.2 The Agency reserves the right to award the contract to a maximum of five (5) NGO/s and/or NPO/s in whole or partially or not to award at all.
- 7.3 The Agency reserves the right to change the Provision of hot meals list at any time, however (30) thirty days' notice will be given to that effect;
- 7.4 Penalty clauses will apply as per the Service Level Agreement and general conditions of the contract. NGO/s and/or NPO/s may also be blacklisted if sub-standard performance is experienced, in which case the NGO/s and/or NPO/s may be barred from doing business with Government altogether.

- 7.5 SASSA reserves the right to terminate the contract if circumstances change during the contract period to such an extent that there is no further need for this programme. A thirty (30) days' notice will be given to this effect.
- 7.6 Any NGO/s and/or NPO/s who does not adhere to the contract conditions or SLA, after receiving three (3) unsatisfactory reports in succession may have the contract terminated.
- 7.7 SASSA or any other appointed agent, reserves the right to randomly inspect the premises (rented or owned) of any NGO/s and/or NPO/s to determine if kitchen equipment's, food materials, storage and delivery facilities are adequate.
- 7.8 Should there be any alarming report or threat to quality, SASSA reserves the right to consult and enlist the services of the Department of Health and other relevant food sectors to conduct quality testing.
- 7.9 The performance of the contracted NGO/s and/or NPO/s will be evaluated throughout the period of the contract. If it is shown that poor performance or shortcomings exist within the service provided, the contracted NGO/s and/or NPO/s shall be notified in writing and shall be required to effect corrective measures within five (5) days at no cost to the South African Social Security Agency.
- 7.10 Should the corrective measure not be effected, the contract will be terminated. SASSA reserves the right to reject services and work that do not meet the required standard and to engage another contracted service provider to complete the work. The contracted service provider shall be served with a (30) thirty days written notice for termination of contract in case of dissatisfactory performance.
- 7.11 No subcontracting, should the NGO/s and/or NPO/s sub-contract an agent or organization for the fulfillment of the activities as requested in the TOR, no agent's commission may be claimed from SASSA.
- 7.1.1 It should be noted that SASSA expects appointed NGO/s and/or NPO/s to take full responsibility and accountability to execute functions attached to the TOR. Under no circumstances will SASSA engage itself with sub-contractors or parties associated with the NGO/s and/or NPO/s, including main suppliers or manufacturers of any goods on the list.

8 APPLICATION CONDITIONS

- 8.1 Non-Governmental Organization/Non-Profit Organization(s) who were previously awarded a tender should be aware that there is no guarantee that they will be awarded this bid. All applications will be considered as new and on merit.
- 8.2 Bidders should indicate their capacity as per the bid requirements.
- 8.3 All submissions of bids must be hand delivered at: **SASSA Regional Office, 28 Harrison Street, Cnr Harrison & Fox Streets, JOHANNESBURG, 2106.**
- 8.4 A compulsory tender briefing session for this bid will be held in the Gauteng Province at the venue specified in the advert.

9 PACKAGING CONDITIONS

- 9.1 Packaging and labeling of items delivered must adhere to the provisions of the Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972, as amended.
- 9.2 Cooked Food items must be hot, fresh and edible by human beings, no expired food will be acceptable/ be cooked.
- 9.3 Individual items must be wrapped in solid packaging that is capable of withstanding and handling transportation hardships.
- 9.4 Items making up the hot meals must be grouped and wrapped according to type and form to avoid spillage and subsequent damage.
- 9.5 Non-recyclable crockery and utensils may be used only when services is rendered onsite.
- 9.6 Damaged or broken hot meals will not be accepted.
- 9.7 The Agency shall only accept items that are cooked as per approved specification.
- 9.8 NGO/s and/or NPO/s are obliged to ensure that cooked meal/s is received intact and on time.

- 9.9 There will be random, unannounced and spontaneously monitoring and verification by the SASSA official confirming the quality/content of the hot meals at any point/s of delivery/shelter/s.

10 DELIVERIES OF HOT MEALS

- 10.1 The NGO/s and/or NPO/s will be expected to adhere to the approved items as prescribed by SASSA (**see Annexure A**). No delivery should be made prior to receipt of an official purchase order/instruction from SASSA;
- 10.2 The NGO/s and/or NPO/s must be able to deliver both small and large numbers of hot meals. Delivery should be in terms of the specification requirements and official purchase order issued.
- 10.3 No deviations will be accepted without prior written approval by the General Manager Grants of SASSA.
- 10.4 Delivery will be made to a point or points identified by SASSA. It may be necessary to deliver hot meals to multiple points within the service delivery area to facilitate collection by identified and approved recipients.
- 10.5 The NGO/s and/or NPO/s will be expected to delivery hot meal(s) within reasonable agreed time.
- 10.6 All items must be transported under hygienically acceptable conditions i.e. the NGO/s and/or NPO/s must have access to a covered delivery vehicle. Proof of ownership in the form of motor vehicle license in the name of the bidder or director's name; or a signed letter of intent by the lessor and bidder to hire a vehicle/s must be attached. The original letter of intent must be on the letterhead of the lessor, signed and dated.
- 10.7 All drivers/staff making deliveries and feeding must be trained by the NGO/s and/or NPO/s with regard to procedures and etiquette. The NGO/s and/or NPO/s will be held responsible for any misconduct by the drivers/staff such as late deliveries, shortfall of hot meals, and collusion of drivers/staff with any SASSA representative or community members.

- 10.8 The delivery and provision of hot meals must be done in the presence of specifically designated SASSA officials who will verify the quantities and quality of the relief hot meals against the official purchase order and sign delivery note/s.
- 10.9 Delivered items must adhere to the Foodstuffs, Cosmetics and Disinfectant Act 54 of 1972, as amended, with regard to labeling and packaging.
- 10.10 Goods should be produced and compliant with Hazard Analysis and Critical Control Point (HACCP) compliant facility environment.

11 CONTENTS AND QUALITY OF THE HOT MEALS

- 11.1 The contents of the hot meals are contained in the attached **Annexure “A”**. The quality and quantity of the items of the hot meals should strictly be the same as stated in **Annexure “A”**. No substitution of items listed may take place without justifiable reasons and prior approval by the General Manager Grants of SASSA.

12 TERMINATION OF AGREEMENT BY SASSA

- 12.1 The South African Social Security Agency shall have the right to terminate this agreement at any time by giving (30) thirty days written notice to the NGO/s and/or NPO/s in any of the following events:
 - 12.1.1 On breach – If the supplier/s commits any breach of any terms or conditions of this agreement.
 - 12.1.2 On liquidation or insolvency – If the supplier/s shall be subjected to any provisional or final order of liquidation or sequestration or judicial management with its creditors or suffer execution to be levied on its goods or fail to pay any of its sub-contractors appointed in terms hereof on due date for payment.
 - 12.1.3 On Criminal Conduct – If the supplier/s is found to have been reasonably and sufficiently implicated in any criminal conduct directly linked to the Social Relief of Distress referred to above.
 - 12.1.4 On bringing the South African Social Security Agency into disrepute –If the service provider, through omission or commission brings the name of the South African Social Security Agency into disrepute. This is inclusive of the service provider failing to honor

their financial obligations to their suppliers and thereby dragging the South African Social Security Agency to courts of law as respondent.

13 INDEMNITY

13.1 The supplier/s hereby indemnifies the South African Social Security Agency against any loss, expenses, damage or injuries which may be sustained by a third party (including the beneficiaries) as well as any claim or legal proceedings and legal costs, including attorney and client costs, that may be instituted against or incurred by the South African Social Security Agency and which arise from or are the result of any act or commission of the NGO/s and/or NPO/s or any employee or agent of the supplier in connection with or in the execution of the agreement, or that may arise from an agreement entered into by them on behalf of the South African Social Security Agency.

14 COOKING FACILITIES

14.1 NGO/s and/or NPO/s must have proper clean and safe facilities (rented or owned) to store/cook the hot meals before delivering to SASSA designated points (shelters).

14.2 SASSA or any other appointed agent, reserves the right to inspect the premises of any supplier to determine if food, utensils, storage and delivery facilities are adequate and hygienic. Random verification and inspection by SASSA official confirming the condition of the storage/ facility will be conducted.

14.3 If the NGO/s and/or NPO/s has no cooking facilities, a signed agreement or letter of intent to lease the cooking facilities between the bidder and the storage owner must be provided. A valid Occupational Health Safety (OHS) compliance certificate of the storage (owned or leased) must be attached.

14.4 Health Certificate must be provided.

15 SERVICE DELIVERY AREAS

15.1 Service delivery areas refer to the disaster's incident areas, (including community halls, churches, old age homes, clinics, outreach areas, schools, or to any point(s) identified by SASSA and/ or in conjunction with Joint Operation Centre).

16 LOADING AND OFF-LOADING

- 16.1 It is the responsibility of the NGO/s and/or NPO/s to provide their own labour for loading and off-loading hot meals.
- 16.2 The NGO/s and/or NPO/s must ensure that hot meals are handled with care as they are expected to be handed over in good condition. Damaged/expired items will not be accepted.

17 PRICING

- 17.1 Price will be predetermined by SASSA and changes might be effected as when necessary. Such change will be commutated in writing to service provider/s

18 ORDERING AND PAYMENT PROCESS

- 18.1 Official purchase orders/instruction note will be issued by the designated regional or district office/s of the South African Social Security Agency.
- 18.2 Delivery note/s must be sent together with consignment of the hot meals to designated points. These should be signed for by the receiving official upon receipt and verification of goods. Hot meals which do not comply with the specifications will not be received/accepted; therefore no payment will be made for such items.
- 18.3 Payment will be effected within thirty (30) days from the date of receipt of a valid invoice, delivery notes and goods received voucher signed for by a SASSA representative at designated delivery point.

19 INFORMATION/BRIEFING SESSION

- 19.1 A compulsory briefing session will be conducted as per the address on the advert.

20 COMPULSORY SITE INSPECTIONS

- 20.1 Site inspections will be conducted at physical addresses of the NGO/s and/or NPO/s as given in the bid document only to the shortlisted bidders/ who pass phase one and two. Any falsified information shall invalidate the bid.
- 20.2 The bidders is expected to inform SASSA of any changes in operational residential address for the purpose of operational verification.
- 20.3 Only members of NGO/s and/or NPO/s should be present during site inspection.

21 EVALUATION PROCESS

21.1 The evaluation process will be carried out in terms of One stage and Three phases as follows:

21.1.1 Stage One - Phase One: Mandatory Requirements

Mandatory Administrative Requirements	Compliant	No-Compliant
Certified copy (not older than six months) of NGO/NPO registration certificate under the Non-Profit Organisations Act, 1997		
Valid Certificate of Acceptability / Health Certificate (In terms of Section 3 of Regulations Governing General Hygiene Requirements for Food Premises and Transport of Food (G.N. R918 of 30 July 1999)		

NB: Bidders who failed to comply with mandatory requirements will result in their bid being disqualified and will not proceed to the next phase

21.1.2 Stage One - Phase Two: Administrative Compliance

Administrative Compliance	Yes	No
Fully Completed and signed SBD Forms (SBD1 and 4)		
Names of Board Members, certified ID copies (not older than six months) including details of personnel employed by the NGO/NPO		
Detailed comprehensive company profile		
Valid Tax clearance or exemption certificate from SARS		
Proof of registration with Central Supplier Database with verified banking details		
A signed letter of good standing from a financial institution (Bank)		

Note: Failure to submit any of the above information after having been given the opportunity to do so will lead to disqualification of the Bid

21.1.3 Stage One - Phase three: Technical/Functionality

Values: 1- Poor 2-Average 3-Good 4- Very Good 5-Excellent

No	Functionality	Weighing
1	<p>Cooking utensils The NGO/NPO must have the following Cooking utensils;</p> <p>Stoves-Gas/Electric (10)</p> <ul style="list-style-type: none"> • To cook 1 X 25litres (pot) for 0 to 50 people = 1 • To cook 2 X 50litres (pot) for 51 to 200 people = 2 • To cook 4 X 50litres (pot) for 201 to 300 people = 3 • To cook 6 X 50litres (pot) for 301 to 400 people = 4 • To cook 8 X 50litres (pot) for 401 people and more = 5 	(30 points)

	<p>Serving tables (10)</p> <ul style="list-style-type: none"> • 0 to 1 serving tables = 1 • 2 to 3 serving tables = 2 • 4 to 5 serving tables = 3 • 6 to 7 serving tables = 4 • 7 serving tables and more = 5 <p>Pots (10)</p> <ul style="list-style-type: none"> • Catering between 0 to 50 people = 1 • Catering between 51 to 200 people = 2 • Catering between 201 to 300 people = 3 • Catering between 301 to 400 people = 4 • Catering between 401 people and more = 5 	
<p>2</p>	<p>Transportation and Delivery (10)</p> <p>The service Provider must have the following means of transportation;</p> <ul style="list-style-type: none"> • One ton (closed up van) = 1 • One ton (closed up van) and one sedan = 2 • Two x one ton (closed up van) and one sedan = 3 • Two x two ton (closed up van) and one sedan = 4 • Two x two ton (closed up van) and two sedan and more = 5 	<p>(10 Points)</p>
<p>3</p>	<p>Working Space</p> <p>The service Provider must have adequate working space, signed lease or rental agreement.</p> <ul style="list-style-type: none"> • 0 - 3 square meter =1 • Over 4 -8 square meter=2 • Over 9 -12 square meter =3 • Over 13-15 square meters =4 • Over 16 and more square meter and above = 5 	<p>(10 Points)</p>
<p>4</p>	<p>Experience</p> <p>NGO/NPO are required to attach references letter/s with contactable reference as proof that they have performed similar work (food catering). The reference letter/s must indicate the value of project and the number of people served.</p> <p>The Value of The Project; (15)</p> <ul style="list-style-type: none"> • R0-R12,000=1 • R12,001-R24,000=2 • R24,001-R36,000=3 • R36,001-R48,000=4 • R48,001-and above =5 <p>The number of people served/ catered; (20)</p> <ul style="list-style-type: none"> • 0-50 items=1 • 51-100 items=2 • 101-150 items=3 • 151-200 items =4 • 201 and above =5 	<p>(35 points)</p>

5	<p>Project plan</p> <ul style="list-style-type: none"> • Procurement and implementation Plan (5) Provide a method of how the commodities/foodstuffs and fresh produce will be procured according to food specifications of the SRD hot meals. The NGO/NPO must submit a detailed plan for the delivery of bulk hot meals to the shelters. • Risk Management and Contingency Plan (5) Describe possible risks that may arise in line with hot meals handling and delivery. Explain how each of the risks listed above will be mitigated. Provide alternative plan to source products/ services and deliver hot meals in case of unforeseen circumstances and the turnaround time. For example, load shedding • Job creation strategy (5) Give a detailed plan for offering job opportunities to unemployed and/or affected persons within the service delivery areas (for example, appointment of local community members for the loading/off-loading and distribution of hot meals. 	(15 Points)
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a) **NB. Site inspections will be conducted at physical addresses of the NGO/s and/or NPO/s as given in the bid document and it shall be conducted only to the shortlisted bidders/ who passed phase one and two in order to validate the provided information. Any falsified information shall invalidate the bid. Only members of NGO/s and/or NPO/s should be present during site inspection.**

b) **NB. Only the five (5) bidders with highest points will be appointed. All the bidders to be appointed must score a minimum of 60 points.**

22 SUBMISSION OF BIDS

22.1 Address of the Region where bids should be submitted:

**Gauteng Region
28 Harrison Street 11th floor from 08:00 to 17:00
Johannesburg,
2000**

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

a) Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
Gauteng	011 241 8314	Motshale Mohlmonyane	GodfreyMoh@sassa.gov.za

b) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
Gauteng	011 241 8474	Mmathume Nkadimeng	Mmathumen@sassa.gov.za



sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

**ANNEXURE A –
HOT MEALS - DETAILED
SPECIFICATIONS**

HOT MEALS	DESCRIPTION
Breakfast	Tea, sandwiches or/and porridge
Lunch	A fruit, sandwich & fruit juice
Dinner	Tea, meat or chicken stew with vegetables, rice or pap

B. Sandwiches should have two fillings and only quality product will be assessed before accepted.



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

South African Social Security Agency
Gauteng Region

28 Harison Street - Johannesburg 200
Private Bag X120 - Marshalltown 200