

## **SASSA: 42-23-SCM-NW**

### **INVITATION TO BID**

**SASSA:42-23-SCM-NW APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF STATIONERY TO THE SOUTH AFRICAN SOCIAL SECURITY AGENCY IN THE NORTH WEST REGION FOR A PERIOD OF THIRTY SIX (36) MONTHS.**

**NO BRIEFING SESSION WILL BE HELD FOR THIS TENDER**

**PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:**

**: SASSA HOUSE (MEGA CITY BUILDING)  
CORNER SEKAME AND DR JAMES MOROKA  
MEGACITY MMABATHO  
2735**

**ADVERTISING DATE: 15 SEPTEMBER 2023  
CLOSING DATE: 06 OCTOBER 2023  
TIME : 11:00**

**TECHNICAL ENQUIRIES CAN BE DIRECTED TO:**

**CONTACT PERSON : Mr Muzi Mdlalose  
CONTACT NUMBER : 018 397 3341**

**SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:**

**CONTACT PERSON : Ms Stella Maroeshe  
CONTACT NUMBER : 018 397 3425**

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South African Social Security Agency  
North West Cape Region

SASSA REGIONAL OFFICE • 1<sup>st</sup> street Industrial Site  
Mafikeng 2745  
Private Bag X44 • Mmabatho 2745  
Tel: +018 397 3328

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA:42-23-SCM-NW	CLOSING DATE:06 October 2023	CLOSING TIME:	11:00	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDERS/S FOR THE SUPPLY AND DELIVERY OF STATIONERY TO THE SOUTH AFRICAN SOCIAL SCURITY AGENCY IN THE NORTH WST REGION FOR PERIOD OF THIRTY SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA HOUSE, Regional Office ,CNR SEKAME AND DR JAMES MOROKA MEGA CITY MMABATHO 2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Stella Maroeshe		CONTACT PERSON	MR MUZI MDLALOSE	
TELEPHONE NUMBER	018 397 3425		TELEPHONE NUMBER	018 397 3341	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	StellaM@sassa.gov.za		E-MAIL ADDRESS	Muzimd@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	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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: .....

**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:42-23-SCM-NW
Closing Time 11:00	Closing date 06 OCTOBER 2023

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

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

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

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

\*Delete if not applicable

## 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 interest<sup>1</sup> 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.

---

<sup>1</sup> 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 consortium<sup>2</sup> 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

---

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



**STANDARD BIDDING DOCUMENT (SBD) 4**

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>



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:

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
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	4	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
Others (Non-Compliant)	0	0		
<b>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.</b>				

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



# sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

## **TERMS OF REFERENCE**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF STATIONERY TO THE SOUTH AFRICAN SOCIAL SECURITY AGENCY IN NORTH WEST REGION FOR A PERIOD OF 36 MONTHS**

South African Social Security Agency  
North West Region

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SASSA News

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**TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY  
OF STATIONERY FOR SASSA NORTH WEST REGION FOR A  
PERIOD OF 36 MONTHS**

**ACRONYMS**

SASSA	:	South African Social Security Agency
GCC	:	General Conditions of Contract
SCC	:	Special Conditions of Contract
SBD	:	Standard Bidding Documents
B-BBEE	:	Broad Based Black Economic Empowerment
CIPC	:	Companies and Intellectual Property Commission
SANAS	:	South African National Accreditation System
SABS	:	South African Bureau of Standards
SMME	:	Small Micro Medium Enterprise
EME	:	Emerging Micro Enterprise
CSD	:	Central Suppliers Database
SARS	:	South African Revenue Services
VAT	:	Value Added Tax

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## 1. INTRODUCTION

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

## 2. PURPOSE

Appointment of a service provider/s for the supply and delivery of stationery to the South African Social Security Agency in North West Region for a period of 36 months.

## 3. BACKGROUND

3.1 SASSA North West Region is currently procuring stationery on the quotations basis which takes longer to replenish due to services provider not responding on time. To ensure that service delivery is not disrupted in any form, the Region deems it necessary to appoint a service provider/s to supply and deliver stationery for a period of 36 months.

3.2 The Region has a centralized Sub-inventory or warehouse which is located at SASSA NW REGIONAL OFFICE, SASSA HOUSE, CNR SEKAME & DR JAMES MOROKA, MEGACITY, MMABATHO, 2735. The Regional Office is responsible for procurement, storage and distribution of various inventory items to all Districts, local offices and service points.

## 4. SCOPE of WORK

4.1 The successful Services provider must be able to:

- 4.1.1 Supply and deliver stationery to SASSA North West as and when required.
- 4.1.2 Supply and deliver stationery items as enlisted on the attached **Annexure A.**

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## 5. DELIVERABLES

- 5.1 The Agency will place orders as and when required during the contract period.
- 5.2 The service provider must deliver stationery to SASSA within one (1) to fourteen (14) business days for Items on Annexure A.
- 5.3 It is required from the service provider to keep stock of products and ensure that full delivery takes place according to order quantities.
- 5.4 The service provider must provide their own labour for the offloading of the goods at the designated SASSA Office.
- 5.5 The service provider shall package the goods as is required to prevent their damage or deterioration during transit to the Storeroom at SASSA NW REGIONAL OFFICE, SASSA HOUSE, CNR SEKAME & DR JAMES MOROKA, MEGACITY. MMABATHO, 2735.
- 5.6 The goods should meet SABS requirements where applicable.

## 6. BID AWARD AND CONTRACT CONDITIONS

- 6.1 The following conditions apply to the contract:
  - 6.1.1 The Agency reserves the right to appoint one or more service providers or not to appoint any service provider at all.
  - 6.1.2 The prospective service provider shall treat all available data provided by the Agency in the process as strictly confidential. Such data remains the property of the Agency.
  - 6.1.3 Service provider may be required to undergo security vetting.
  - 6.1.4 Bidders will be disqualified if found to have misrepresented information in their bid proposals.
  - 6.1.5 The Agency will ensure that the service provider will be provided with all data required to render the services.
  - 6.1.6 The service provider shall invoice the Agency in respect of goods supplied.
  - 6.1.7 The agency shall pay the service provider the total amount claimed within 30 days of receipt of an eligible invoice.
  - 6.1.8 The general conditions of contracts (GCC) as set out by the National Treasury will be applicable in all instances.

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6.1.9 The service provider will be expected to enter into a service level agreement with SASSA, which will form the basis for compliance monitoring.

6.1.10 There will be proper compliance with delivery timelines.

## **7. EVALUATION CRITERIA**

Bids will be evaluated and adjudicated in terms of the PFMA, the SASSA Supply Chain Policy, Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) as amended and the Preferential Procurement Regulation (PPR), 2022.

**Stage One – Phase 1- Mandatory requirement**

Phase 2 – Functionality / Technical Evaluation

Phase 3- Administrative Compliance

**Stage Two-Price and preference**

### **7.1 Stage 1– Phase 1-Mandatory requirement (bidders who do not pass this criteria will not be evaluated further)**

- The reference letter/s for the provision of stationery exceeding the value of R200 000.00 per purchase order. A copy of the purchase order or contract to be attached for each reference letter. Reference letters without value or amount will not be considered. The reference letter/s must indicate the name of the client, project description, value and must be signed by a designated official who is a manager or above.
- A signed letter head of the company confirming that the delivery of stationery will take place within 14 days.
- Prospective service providers must bid for all items contained in Annexure A. Bids will be invalidated if some of the items have not been quoted for.

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**NB: Failure to comply with this mandatory requirement will invalidate your bid.**

### 7.2 Phase 2 – Functionality / Technical Evaluation

NO	Functionality Criteria	WEIGHTING
1	<p><b>Experience</b></p> <p>All bidders must provide signed reference letters for the provision of stationery exceeding the value of R200 000.00 per order. The reference letter/s must indicate the name of the client, project description, value and must be signed by a designated official who is a manager or above. <b>(A reference letter must be accompanied by purchased order or contract).</b></p> <ul style="list-style-type: none"> <li>• 1 reference letter = 1 point</li> <li>• 2 reference letters = 2 points</li> <li>• 3 reference letters = 3 points</li> <li>• 4 reference letters = 4 points</li> <li>• 5 or more reference letters = 5 points</li> </ul>	(50 )
2	<p><b>Bidder's Proof of capacity to deliver</b></p> <ul style="list-style-type: none"> <li>• Stock Level (Confirmation of stock on hand) or Letter of undertaking from any retailer/s or wholesaler/s confirming stock levels.</li> <li>• The stock levels should be based on Items on Annexure A: <ul style="list-style-type: none"> <li>○ 0 to 20 items = 1 point</li> <li>○ 21 to 40 items = 2 points</li> <li>○ 41 to 60 items = 3 points</li> <li>○ 61 to 80 items = 4 points</li> <li>○ 81 or more items = 5 points</li> </ul> </li> </ul> <p>NB: Letters of undertaking must be accompanied by stock level from any retailer/s or wholesaler/s as per Annexure A</p>	(20 )
3	<b>Transport</b>	(20 )

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	<p><b>Capacity to Deliver:</b></p> <p>Bidders must have the ability to transport goods safely to the designated location. Mode of transport should be a delivery vehicle, i.e. panel vans, trucks and utility cars (Sedans and hatchbacks will not be considered)</p> <p>Attach Proof of vehicle ownership in the name of the bidder or company director or Intent to lease (intent to lease letter signed by the bidder and the lessor)</p> <ul style="list-style-type: none"> <li>○ None = 1 point</li> <li>○ Leased by the bidder = 3 points</li> <li>○ Owned by the bidder or company director = 5 points</li> </ul>	
4	<p><b>Methodology</b></p> <ul style="list-style-type: none"> <li>• Project Implementation Plan on how services will be rendered after a purchase order has been issued.</li> </ul>	(10)

**NB: Bidders must obtain a minimum of 70 points on functionality evaluation to qualify for further evaluation on price and preference.**

### 7.3 Stage 1- Phase 3- Administrative Requirements

**Bidders are required to submit the following documents:**

- a) Proof of registration with the National Treasury Central Supplier Database (CSD) including the detailed CSD Registration Report, outlining the ownership information.
  - In the case of a partnership/ consortium/ joint-venture, submit proof of CSD registration for each party.
- b) A Tax Compliance Status Pin letter from SARS.
  - In the case of a partnership/ consortium/ joint-venture, submit a Tax Compliance Status Pin letter from SARS for each party.

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- c) In the case of a partnership/ consortium/ joint-venture, a copy of the teaming agreement signed by all party representatives. The agreement must clearly indicate the lead partner and must stipulate the percentage split between the parties.
- d) An original and valid B-BBEE Status Level Verification Certificate, issued by a SANAS accredited verification agency (or a certified copy thereof).
- e) OR an original and valid Sworn Affidavit (DTIC template) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit for qualifying EME/QSE (or certified copies thereof).
  - *Sworn Affidavits must be signed and dated by the deponent and attested to by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice*
- f) In the case of a partnership/ consortium/ joint-venture, a Tenderers must submit an original and valid consolidated B-BBEE Status Level Verification Certificate, issued by a SANAS accredited agency (or certified copies thereof).
- g) Submission of fully completed and signed Standard Bidding Documents (SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 6.2 Annexure C (Local production Content Declaration: and Summary Schedule) as part of the bid.

**NOTE: All certificates and/or sworn affidavits, certified as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972).**

**NB: Failure to meet the above criteria after the additional time frame given to rectify the no-compliance will invalidate your bid.**

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**Stage 2- Price and Preference (Specific Goals) points.**

This stage of evaluation will be scored in terms of Regulation 4 of the Preferential Procurement Regulations (PPR), 2022. Bids will be evaluated in terms of the **80/20** Preference Point System, as follow:

AREAS	POINTS
Price	80
Specific Goals	20

**Price:**

In terms of Regulation 4.(1) of the PPR 2022, a maximum of 80 points is allocated for price and calculated using the formula:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest acceptable tender

**Specific Goals:**

In terms of Regulation 4.(2) of the PPR 2022, a maximum of 20 points is allocated for the Agency's Specific Goals outlined below:

**The following table must be used to calculate the score out of 20 (twenty) for special goals.**

Number	SPECIFIC GOALS	NUMBER OF POINTS 80/20 SYSTEM
1.	B-BBEE Status Level 1 – 2 contributor with at least	20

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	51% black women ownership.	
2.	B-BBEE Status Level 3 – 4 contributor with at least 51% black women ownership.	18
3.	B-BBEE Status Level 1 – 2 contributor with at least 51% youth or disabled ownership.	16
4.	B-BBEE Status Level 1 – 2 contributor	14
5.	B-BBEE Status Level 3 – 8 contributor with at least 51% youth or disabled ownership.	12
6.	B-BBEE Status Level 3 – 4 contributor	8
7.	B-BBEE Status Level 5 – 8 contributor	4
8.	Other	0

**Specific goals will be awarded as per the attached SBD 6.1**

Bidders must submit verifiable documentation as proof to claim the Preference (Specific Goal) Points.

**Ownership verification process:**

- Bidders CSD Report and B-BBEE Status Level will be used for scoring and evaluating of the above ownership points.
- The ownership information as per the CSD Report will be verified against a valid B-BBEE Status Level Verification Certificate and/or valid Sworn Affidavit to confirm the points claimed by the Tenderer, based on the Specific Goals outlined in this tender document and the SBD 6.1 form.
- Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE

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together with the bid. Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- In the case of a partnership/ consortium/ joint-venture, only a valid consolidated B-BBEE Status Level Verification Certificate will be considered for evaluation purposes.
- Copy of a valid Medical Certificate signed by a Medical Professional, confirming owner disability.
- Bidders ownership status that cannot be verified for evaluation purposes will forfeit the allocated points for Specific Goals.

**NOTE: All points will be allocated in accordance with Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 as amended at the date of tender closure, and the SASSA'S Supply Chain Management Policy.**

## 8. PRICING

- a. All unit prices must be quoted in South African Currency (ZAR) and must be inclusive of all overhead costs (transport, labour, etc.)
- b. Price's must be VAT inclusive only for the service providers that are registered as VAT Vendors with SARS. If you are not a registered VAT vendor, the prices should exclude the VAT amount.
- c. Price's should be fixed for year 1. CPI adjustments will be effected in the 2<sup>nd</sup> and 3<sup>rd</sup> year of the contract.

## 9. PERIOD OF CONTRACT

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

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## 10. SUBMISSION OF BID PROPOSALS

### 10.1 GENERAL

- Bidders must deliver their proposals in one (1) package.
- Ensure that all pages are completed in full and signed by authorised representative(s) of the bidder. The address for delivery of the package is as follows: **SASSA NW REGIONAL OFFICE, SASSA HOUSE, CNR SEKAME & DR JAMES MOROKA, and MEGACITY. MMABATHO, 2735.**
- The outside of the package is to show:
  - ✓ Name of Bidder
  - ✓ Description of proposal
  - ✓ Bid Number
  - ✓ Closing date and time

### 10.2 PROPOSAL PREPARATION INSTRUCTIONS

In responding to the bid, the Bidder accepts full responsibility to have an understanding of the bid in its entirety, and in detail, including making any enquiries to the SASSA North West as necessary to gain such understanding. The SASSA North West reserves the right to disqualify any bidder who demonstrates less than such understanding. Further, the SASSA North West reserves the right to determine, at its sole discretion, whether the bidder has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and /or cancellation shall be at no fault, or liability whatsoever to the SASSA North West. Questions concerning this bid must be submitted in writing to the officials listed under the Enquiries Section.

### 10.3 PROJECT MANAGEMENT ARRANGEMENTS

The service provider will report directly and handover all deliverables to be reviewed and sanctioned to the project leader from SASSA. The service

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provider is to plan and budget for a monthly project management meeting to report on progress on the delivery of stationery.

### **BRIEFING SESSION**

No briefing session will be conducted.

### **12. ENQUIRIES**

All enquiries regarding this bid must be addressed to the following officials via below email addresses: **For Technical Enquiries**

Name: Muzi Mdlalose (**Project Manager**)

Tel: 018 397 3341

Email: [muzimd@sassa.gov.za](mailto:muzimd@sassa.gov.za)

### **For Bid Administration Enquiries**

Name: Stella Maroeshe

Tel: 018 397 3425

Email: [StellaM@sassa.gov.za](mailto:StellaM@sassa.gov.za)

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

**SASSA NW Regional Office**

**SASSA House**

**Cnr Sekame and Dr James**

**Moroka**

**Mega City**

**Mmabatho**

**2735**

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## Pricing Schedule – Annexure A

NO	DESCRIPTION	QUANTITY	UNIT PRICE (EXCL VAT)	TOTAL PRICE (EXCL VAT)
1.	<b>A4 White Paper 80gm</b>	Box (5 reams of 500 sheets)		
2.	<b>Hardcover Counter Books A4 – 2 Quire</b>	Each		
3.	<b>Carbon A4 Duplicate Feint Ruled Book – 100 sheets blue</b>	Each		
4.	<b>Ballpoint Pens – BIC Click or equivalent – black (box of 60)</b>	Box		
5.	<b>Ballpoint Pens– BIC Click or equivalent– Red (box of 60)</b>	Each		
6.	<b>Permanent Markers – Bullet tip 2.5mm – EK 70 – black</b>	Each		
7.	<b>Eraser – white Rubber</b>	Each		
8.	<b>Adhesive multipurpose reusable – 100g</b>	Each		
9.	<b>Paper slide Binders – 76mm</b>	Each		
10.	<b>Paper Clips – 33mm</b>	Per 100 Pack		
11.	<b>Paper Clips – 50mm</b>	Per 100 Pack		
12.	<b>Paper Clips – 78mm</b>	Per 100 Pack		
13.	<b>Rubberbands – 100g – size medium No 38 Size 150 X3.0</b>	Per Pack		
14.	<b>Rubberbands – 100g – size Large No 64 Size 900 X 6.0</b>	Per Pack		
15.	<b>Stapler Heavy Duty – Stapling up to 100 sheets</b>	Each		
16.	<b>Stapler Standard 26/6– Stapling up to 20 sheets paper Pro</b>	Each		
17.	<b>Staples Standard – 56 26/6 – box of 5000</b>	Per box		
18.	<b>Staples Heavy duty – 66/11</b>	Box		

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	- box of 5000			
19	<b>Plastic Ruler</b> – 30cm – Assorted colours	Each		
20	<b>Endorsing Ink</b> – 25ml – Black	Each		
21	<b>Endorsing Ink</b> – 25ml – Blue	Each		
22	<b>HardCover A4 paper</b> – Various colours (thickness)	Each		
23	<b>Flag Pop Up Indexer 5</b> Colours 20 Sheets Per Pad. Set Of 5	Sets		
24	<b>Pencils Hb</b> Traditional 110 Hb - Top Quality Pencil	Each		
25	<b>File A4 PVC 70 Lever Arch</b> - 75mm- Blue	Each		
26	<b>Pen Ballpoint</b> Black - Fine Point (transparent)	Each		
27	" <b>Drawing Pins</b> ½ 12mm	Box of 100		
28	<b>Flag Sign Here</b> Repositional -	Each		
29	<b>File divider- A4 A-Z 16TAPS INDEX</b>	Each		
30	<b>Optiplan</b> Containers 300 Archive Box A4	Each		
31	<b>Spring Clip Box File-</b> Plastic (code 3305)	Each		
32	<b>Examination Pad Lined</b> A4 100 Sheets Punched Feint Ruled With Margin	Each		
33	<b>Highlighters</b> Assorted Colours. Chisel Point (box of 10)	Box of 10		
34	<b>Post It Notes</b> 76 X 76mm Assorted Colours, Sheet Assorted Colours Self Adhesive	Each		
35	<b>Gluestik 100g – 22g</b>	Each		
36	<b>Staple Remover</b> Standard Size	Each		
37	<b>Staple Remover</b> Giant Size	Each		

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38	<b>Scissor –Stainless Steel Scissors 17cm Blade Office Use</b>	Each		
39	<b>Packaging Tape Strong Waterproof Tape</b> Transparent Cartons Etc. 48 Mm X 50m Brown	Each		
40	<b>Laminated Pouches A3 A3</b> 250 Micron	Each		
41	<b>Laminated Pouches A4 A4</b> 150 Micron	Each		
42	<b>File Plastic Pocket A4 250 Micron</b> Transparent Multi Punched Filing Pockets	Each		
43	<b>Quotation Folder A4- Red</b>	Each		
44	<b>Memo Cube Refills 90 X90 Mm</b> White Paper Cube Refill Rainbow	Each		
45	<b>Memo Cube Holder</b> Transparent Paper Cube Holder. 400 Sheets Size 90 X 90 X 90mm	Each		
46	<b>USB – 8GB</b>	Each		
47	<b>Letter Trays Stacking</b> Plastic Assorted Colours. Single Tray. Stackable With Connectors Set Of 4	Each		
48	<b>Batteries AAA</b> Pack Of 4	Each		
49	<b>Batteries</b> Loud hailer	Each		
50	<b>Calculator 12 Digit – 782c</b>	Each		
51	<b>Punch - 2-Hole - Office Desk P240</b> 2-Hole Metal Adjustable Paper Guide. Capacity 40 sheets	Each		
52	<b>Metal fastener</b>	Each		
53	<b>Indian Tags</b>	Each		
54	<b>Office Stamp pad cushion</b>	Each		

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55	Date stamp pad	Each		
56	Storage box for Maximum weight 15kg with cover	Each		
57	Batteries AA pack of 4	Each		
58	Punch one Hole- heavy duty	Each		
59	Slider binder- Medium	Each		
60	Slider binder- large	Each		
61	Transparency sheets	Each		
62	Giant Stapler up to 300 sheets	Each		
63	<b>Punch – 2-Hole Heavy Duty 2-Hole Metal Adjustable Paper Size. Capacity 65-80 sheets</b>	Each		
64	<b>Clipboard- 230 x 335mm A4</b>	Each		
65	<b>Gloves latex Medium</b>	Each		
66	<b>Gloves latex Large</b>	Each		
67	<b>Gloves Industrial medium</b>	Each		
68	<b>Gloves Industrial Large</b>	Each		
69	<b>Dust Mask-Nose and Mouth</b>	20 PCs		
70	<b>Flip Chart Paper-A1 flip Chart Pad 30 sheet</b>	Each		
71	<b>Erasable Marker EK70 (for notice board)</b>	Each		
72	<b>Date Stamp-40 x 60mm 19/16" x2.3/8"</b>	Each		
73	<b>Certifying Stamp- 37x76mm 11/2"x3"</b>	Each		
74	<b>Stamp Commissioner of Oath- 40 x 60mm 119/16" x2</b>	Each		
75	<b>Finger Cones</b>	Each		
76	<b>Multiplug charging Points- 12 way Medium safe Multilplug 6x616A/6x5a with</b>	Each		

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	Cord (250v)			
77	<b>Extension Cord 10 meters (Red cap)</b>	Each		
78	<b>Tabs File Labels</b>	Each		
79	<b>Book analysis – 40 Cash Columns Across 1 Pages(310 x 490 mm)</b>	Each		
80	<b>Book analysis 18 Cash Columns Across 2 Pages(ANA 6018)</b>	Each		
81	<b>Pen Holder 5 Cubes</b>	Each		
82	<b>Grant Application Form - A4</b> Prints: Full Colour 1 side on NCR, 50 in duplicate Cover: 1 Colour 1 side on 80g bond 5 x diff Finishing: Q-bind 50 sets per book	Book of 50 forms		
83	<b>Medical Assessment Referral Forms – A4</b> Prints: Full Colour 1 side on 80g bond Cover: 1 Colour 1 side on 80g bond. 100 per book Finishing: Q-bind 100 sets per book	Book of 100 forms		
84	<b>Medical Assessment Books Disability Grant – A3</b> Prints: Full Colour 1 side on NCR, 50 in duplicate Cover: 1 Colour 1 side on 80g bond 5 x diff Finishing: Q-bind/number/barcode	Book of 50 forms		
85	<b>Medical Assessment Books Grant in aid – A3</b> Prints: Full Colour 1 side on NCR, 50 in duplicate Cover: 1 Colour 1 side on 80g bond 5 x diff Finishing:	Book of 50 forms		

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	Q-bind/number/barcode			
86	<b>Medical Assessment Books Care Dependency – A3</b> Prints: Full Colour 1 side on NCR, 50 in duplicate Cover: 1 Colour 1 side on 80g bond 5 x diff Finishing: Q-bind/number/barcode	Book 50 forms		
87	<b>Z20 Folders - beneficiary files – A4</b> Prints: Full colour 1 side Folded into 3 Economy 130gsm	Each		
88	<b>Box</b> 320x430x250mm	Each		
	<b>TOTAL BID PRICE EXCLUDING VAT</b>			
	<b>VAT</b>			
	<b>TOTAL BID PRICE</b>			

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## Annexure A

# GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

### NOTES

The purpose of this document is to:

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

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

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

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2. Application
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5. Use of contract documents and information; inspection
6. Patent rights
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8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
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14. Spare parts
15. Warranty
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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,  
tests and  
analyses**

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



supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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