



paying the right social grant, to the right person, at the right time and place. N[ALLO]

South African Social Security Agency
North West Cape Region
SASSA REGIONAL OFFICE • SASSA HOUSE (Mega City building
Corner Sekame and Dr James Moroka
• Mmabatho 2735
Tel: +27 53 938 3398

Stamp Out Social Grants Fraud and Corruption
Call 0800 60 10 11/ 0800 701 701

SUPPLY CHAIN MANAGEMENT ENQUIRIES CAN BE DIRECTED TO:
CONTACT PERSON : Mr Muzi Mdlalose
CONTACT NUMBER : 018 397 3341

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:
CONTACT PERSON : Mr Thuaho Sesinyi
CONTACT NUMBER : 018 397 3398

ADVERTISING DATE: 20 NOVEMBER 2023
CLOSING DATE: 11 DECEMBER 2023
TIME : 11:00
SASSA HOUSE (MEGA CITY BUILDING)
CORNER SEKAME AND DR JAMES MOROKA
MEGACITY MMABATHO
2735

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:
SASSA HOUSE (MEGA CITY BUILDING)
CORNER SEKAME AND DR JAMES MOROKA
MEGACITY MMABATHO 2735 AT 11H00.
A COMPULSORY BRIEFING SESSION WILL HELD ON THE 28th NOVEMBER 2023 AT
SASSA HOUSE MEGA CITY BUILDING CORNER SEKAME AND DR JAMES MOROKA
WEST DISTRICTS AND LOCAL OFFICE(S).
SASSA: 79-23-CS-NW APPOINTMENT OF A SERVICE PROVIDER(S) FOR ONCE-OFF
SUPPLY, INSTALLATION, COMMISSIONING, OF CCTV CAMERAS AT SASSA NORTH

INVITATION TO BID

SASSA: 79-23-CS-NW

SASSA



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER: SASSA: 79-23-CS-NW **CLOSING DATE:** 11 DECEMBER 2023 **CLOSING TIME:** 11H00
DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER(S) FOR ONCE-OFF SUPPLY, INSTALLATION, COMMISSIONING, OF CCTV CAMERAS AT SASSA NORTH WEST DISTRICTS AND LOCAL OFFICE(S).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

SASSA HOUSE ERF 3139

CNR SEKAME AND JAMES MOROKA ROAD MEGA CITY

MMABATHO

2735

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON: Muzi Mdialose **CONTACT PERSON:** Thusho Sesinyi

TELEPHONE NUMBER: 018 397 3341 **TELEPHONE NUMBER:** 018 397 3399

FACSIMILE NUMBER: **FACSIMILE NUMBER:** N/A

E-MAIL ADDRESS: muzimd@sassa.gov.za **E-MAIL ADDRESS:** thushos@sassa.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER: **POSTAL ADDRESS:** **STREET ADDRESS:**

TELEPHONE NUMBER: **CODE:** **NUMBER:**

CELLPHONE NUMBER: **CODE:** **NUMBER:**

FACSIMILE NUMBER: **CODE:** **NUMBER:**

E-MAIL ADDRESS: **NUMBER:**

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]**

[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? Yes No **IF YES ENCLOSE PROOF]**

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES WORKS OFFERED? Yes No **[IF YES, ANSWER THE QUESTIONNAIRE BELOW]**

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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:

.....

**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:79-23-CS-NW
Closing Time 11:00	Closing date 11 December 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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

.....
.....
.....
.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....
.....
.....
.....

3. DECLARATION

I, the undersigned, (name) in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:
3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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

Signature

Date

Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**

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:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{l}
 \text{80/20} \\
 \text{or} \\
 \text{90/10}
 \end{array}
 \quad
 \begin{array}{l}
 P_s = 80 \left(1 - \frac{P_{t-min}}{P_{min}} \right) \\
 \text{OR} \\
 P_s = 90 \left(1 - \frac{P_{t-min}}{P_{min}} \right)
 \end{array}$$

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

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

Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Terms of this tender
		20	10	B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership
		18	9	B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership
		16	8	B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership
		14	7	B-BBEE Status Level 1 - 2 contributor
		12	5	B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership
		8	4	B-BBEE Status Level 3 - 4 contributor
		4	2	B-BBEE Status Level 5 - 8 contributor
		0	0	Others (Non-Compliant)

Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where
 x is the imported content in Rand
 y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/development/ip.jsp> at no cost.

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

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

Description of services, works or goods	Stipulated minimum threshold
Copper telecom Cables	90%

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

(Tick applicable box)

YES	NO
-----	----

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

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IN RESPECT OF BID NO.

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

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.tndti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may

result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

WITNESS No. 2 _____

DATE: _____

DATE: _____

DATE: _____

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SOUTH AFRICAN SOCIAL SECURITY AGENCY

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. _____
 (C2) Tender description: _____
 (C3) Designated product(s) _____
 (C4) Tender Authority: _____
 (C5) Tendering Entity name: _____
 (C6) Tender Exchange Rate: _____
 (C7) Specified local content % _____

Pula EU GBP

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Tender price each (excl VAT)	Calculation of local content				Tender summary				
			Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
								1			
								1			
								1			
								2			

Signature of tenderer from Annex B _____
 Date: _____

(C20) Total tender value _____
 (C21) Total Exempt imported content _____
 (C22) Total Imported content _____
 (C23) Total local content _____
 (C24) Average local content % of tender _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

Notes: VAT to be excluded from all calculations

(D1) Tender No.
 (D2) Tender description:
 (D3) Designated Products:
 (D4) Tender Authority:
 (D5) Tendering Entity name:
 (D6) Tender Exchange Rate:

PLA
 EU
 GBP

A. Exempted imported content

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

This total must correspond with Annex C - C21

B. Imported directly by the Tenderer

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

C. Imported by a 3rd party and supplied to the Tenderer

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

D. Other foreign currency payments

Calculation of foreign currency payments			
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value of exchange rate
(D46)	(D47)	(D48)	(D49)
(D50)			

Signature of tenderer from Annex B

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party
 (D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C23

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)
(E2)
(E3)
(E4)
(E5)

Tender No.	
Tender description:	
Designated products:	
Tender Authority:	
Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
			(E8)
			(E7)
			(E6)
			(E5)
			(E4)
			(E3)
			(E2)
			(E1)

(E9) Total local products (Goods, Services and Works)	(E10) Manpower costs (Tenderer's manpower cost)	(E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



paying the right social grant, to the right person, at the right time and place. N/AALCJ

South African Social Security Agency
North West Region
28 Hamson Street • Johannesburg 2000
Private Bag X120 • Marshalltown 2107
Tel: +27 11 241 8323 • Fax: +27 11 241 8304
www.sassa.gov.za

2. BACKGROUND

2.1 SASSA was established in terms of South African Social Security Agency Act, 2004 (Act No. 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act No. 13 of 2004) and is listed as a schedule 3A Public Entity in terms of the Public Finance Management Act (9 of 1999), is an extension of government's delivery arm that administers the delivery of grants to the eligible beneficiaries in South Africa. Through SASSA the government ensures improvement of the social security services delivery system.

1. PURPOSE

The main objective is to appoint a service provider(s) for once-off supply, installation, commissioning, of CCTV cameras at SASSA North West Districts and Local Office(s).

sassa



SOUTH AFRICAN SOCIAL SECURITY AGENCY

- Regional Office
- District Offices
- Local Offices
- and Services Points

2.2 SASSA North West Region is currently structured as follows:

- 3.2.7 The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
- 3.2.6 The Firearms Control Act, 2000 (Act no. 60 of 2000);
- 3.2.5 The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
- 3.2.4 The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993;
- of 1993);
- 3.2.3 Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103
- 3.2.2 The Private Security Industry Regulations, 2002 dated 14 February 2002;
- 3.2.1 The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);

3 LEGAL REQUIREMENTS.

3.1 The contract shall in all respects be construed in accordance with the laws of the Republic of South Africa and any disputes that may arise between the bidder(s) and SASSA in regard to the contract shall be settled within the courts of the Republic of South Africa.

3.2 Bidder and/or bidders must comply, but not limited to, with the following relevant legislation(s):

3.1 The contract shall in all respects be construed in accordance with the laws of the Republic of South Africa and any disputes that may arise between the bidder(s) and SASSA in regard to the contract shall be settled within the courts of the Republic of South Africa.

3.2 Bidder and/or bidders must comply, but not limited to, with the following relevant legislation(s):

3.2.1 The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);

3.2.2 The Private Security Industry Regulations, 2002 dated 14 February 2002;

3.2.3 Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993);

3.2.4 The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993;

3.2.5 The Criminal Procedure Act, 1977 (Act no. 51 of 1977)

3.2.6 The Firearms Control Act, 2000 (Act no. 60 of 2000);

3.2.7 The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);

2.3 The Control of Access to Public Premises and Vehicles Act 53 of 1985 as amended, Criminal Procedure Act 51 of 1977, Minimum Information Security Standard (MISS), Minimum Physical Security Standard (MPSS), SASSA Security Policy and other legislations that regulate security within Organs of the State (OS), defines the implementation of security measures as the most crucial in protecting assets of Organs of the State and ensuring business continuity. Installation of CCTV cameras, is one of the significant measures to be implemented in achieving the protection of assets (personnel, property, visitors, beneficiaries and information).

2.4 The Security Management Unit as mandated by the Agency is responsible for the protection of assets (personnel, property, visitors, beneficiaries and information) and is providing security services throughout the Region, hence requiring the services of a service provider with a reputable track record to install the CCTV Camera systems at identified Offices.

- IP and bullet CCTV cameras.
- Video Management Systems
- Network Video Recorder
- Network cabling
- Cabinet and UPS

The scope of work will cover the critical security components of the electronic security system which includes, but not limited to the following:

5 SCOPE OF WORK

4.3. Failure to attend the compulsory briefing session will result in the disqualification of the bidder

4.2. The purpose of conducting this compulsory briefing session on ABOVE site, is to design and provide information quickly and effectively about a desired procurement to influence decisions and offer solutions. Furthermore, this will bring bidder and/or bidder(s) together with the SASSA team on a face to face basis, so that the information on exact location, and specifications where the required installations can be delivered, questions asked and feedback collected.

4.1. Compulsory briefing session to be conducted at North West Regional Office.

4 COMPULSORY BRIEFING SESSION

- 3.2.8 The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);
- 3.2.9 National Treasury Implementation Guide – Preferential Procurement Regulations, 2017.
- 3.2.10 Should any of the above be amended or replaced, such replacement or amendment should be adhered to.

6. QUANTITIES AND EXPECTED DELIVERABLES

- 6.1. It is expected that quantities as reflected on the Specifications below will be delivered during the period of contract.
- 6.2. The quoted prices must be inclusive of labour, travelling, cabling and Consumables.

ITEM	DESCRIPTION and offices	Quantity	Unit Price	AMOUNT
Ngaka Modiri	SUPPLY, INSTALL AND			
Moema	COMMISSION OF THE			
DISTRICT	FOLLOWING			
1. Tswaing :	4MP IR Dome Camera (Three eye)	4		
11 Du Plessis Street	4MP IR Bullet Camera	6		
Delereyville (722m ²)	MONITORS 32inch	1		
	NVR 24	1		
	UPS 5KVA	1		
	CABINET 25U	1		
	Video Management Software including backup system	1		
TOTAL (inclusive of labour, travelling, cabling and consumables)				
2. Dinokana Local Office, Dinokana Village next to Post Office(350m ²)	SUPPLY, INSTALL AND			
	COMMISSION OF THE			
	FOLLOWING			
	4MP IR Dome Camera (Three eye)	3		
	4MP IR Bullet Camera	5		
	Monitor 32inch	1		
	NVR 24	1		
	UPS 1KVA	1		
	CABINET 9U (mount on	1		

5. District Office and Mattosana Local Office, Corner Boom and Emily Hop House Street, Klerksdorp 2217m ²)	4MP IR Bullet Camera (Three eye)	2		
	Monitor 32inch	1		
	NVR 24	1		
	UPS 5KVA	1		
	CABINET 25U	1		
	Video Management Software including backup system	1		
TOTAL (inclusive of labour, travelling, cabling and consumables)				
6. Jouberton Local Office ERF 2521 Extension 2 Jouberton(580m ²)	4MP IR Bullet Camera (Three eye)	5		
	4MP IR Dome Camera	4		
	Monitor 32inch	1		
	NVR 24	1		
	UPS 5KVA	1		
	Cabinet 25U	1		
	Video Management Software including backup system	1		
TOTAL (inclusive of labour, travelling, cabling and consumables)				
7. Magass! Hill Local Office: KRUGER Street 30 Woolmarstad (716m ²)	4MP IR Bullet Camera (Three eye)	6		
	4MP IR Dome Camera	7		
	Monitor 32inch	1		
	NVR 24	1		
TOTAL (inclusive of labour, travelling, cabling and consumables)				
SUPPLY, INSTALL AND COMMISSION OF THE FOLLOWING				

CCTV CAMERA SPECIFICATION

7. DETAILED TECHNICAL SPECIFICATIONS OF THE BID

TOTAL (inclusive of labour, travelling, cabling and consumables)			
13. Seking Local Office Seking Village(216m ²)	FOLLOWING		
	4MP IR Dome Camera (Three eye)	5	
	4MP IR Bullet Camera	6	
	Monitor 32inch	1	
	NVR 24	1	
	UPS 5KVA	1	
	CABINET 25U	1	
	Video Management Software including backup system	1	
	SUPPLY, INSTALL AND COMMISSION OF THE FOLLOWING		
	TOTAL (inclusive of labour, travelling, cabling and consumables)		
ERF 33 Schweizer Street(692.40m ²)	FOLLOWING		
	4MP IR Dome Camera (Three eye)	5	
	4MP IR Bullet Camera	4	
	Monitor 32inch	1	
	NVR 24	1	
	UPS 5KVA	1	
	Cabinet 25U	1	
	Video Management Software including backup system	1	
	SUPPLY, INSTALL AND COMMISSION OF THE FOLLOWING		
	TOTAL (inclusive of labour, travelling, cabling and consumables)		

ITEM	DESCRIPTION	Quantity
Indoor cameras	IP Fixed, 4 MP IR Dome Network three eye Camera Specification 4MP 2.8mm Intelligent detection, intrusion, tripwire POE Maximum distance IR distance 40m	55
Outdoor cameras	4 MP IR Bullet outdoor Camera High quality with 4MP Resolution Water and dust resistance 60M night vision with Strobe light and Alarm POE (Power over Ethernet Capacity) image sensor	64
Monitors	32' inch flat Monitor screen (high definition range)	13
Network video recorder (NVR)	24 Channel 4K Network video recorder	13
UPS	5Kva UPS (rack mountable)	11
UPS	1KVA UPS (able to fit in 9U cabinet)	02
Cabinet	25U	11
Cabinet	9U	02
Video Management and Software including backup system	HIKVISION software comparable or equivalent	13
NVR	24 Channel NVR	13
Notification signs	Notification signs	13

8. Responsibilities

8.1. Service Providers responsibilities

The successful service provider shall be required to:

- 8.1.1. The successful bidders will be required to provide warranty upon completion of the installed equipments
- 8.1.2. The successful bidder (s) will be required to provide an operational manual on a soft copy and provide practical training on the usage of the installed equipments to SASSA Security Personnel Staff, upon completion of installed equipments.
- 8.1.3. The successful service provider(s) will be required to provide certificate of compliance (COC) upon completion of installed equipments
- 8.1.4. The successful service provider(s) will be required to provide network layout of camera solution for each site upon completion of installed equipments
- 8.1.5. The CCTV cameras must be installed with both software and hardware, and the licencing must be registered in SASSA name.
- 8.1.6. The service provider indemnifies SASSA from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the service provider or any other person that may result from, or be related to the execution of this contract.
- 8.1.7. The service provider(s) will be held responsible for any damages or theft by his employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by SASSA against the service provider(s).

8.1.8. In the case of damages to property resulting from providing the service, the service provider(s) undertakes to rectify/repair the damage immediately after notification by the Security Management in the Agency.

8.1.9. If the service provider(s) fails to act after notification, SASSA will rectify the damages and costs will be recovered from the service provider.

8.1.10. The successful bidder(s) will be required to provide service in a courteous and professional manner.

8.1.11. The successful bidder(s) must ensure that all staff working under this contract are in good health and pose no risk to any SASSA employees.

8.1.12. The successful bidder(s) will comply with SASSA security emergency policies, procedures and regulations.

8.1.13. Should SASSA property or any part(s) of SASSA property be damaged or destroyed by the employees of the service provider and/or service provider(s), SASSA shall, in its discretion shall recover the cost of the damaged or destroyed property from the service provider.

8.2. SASSA's responsibilities

8.2.1. The Agency reserves the right to claim for damages against the service provider(s) arising out of negligence and/or poor performance by the Service providers.

8.2.2. SASSA reserves the right to terminate the contract immediately should the successful bidder(s) no longer qualify as service provider in terms of the PSIRA Act, 2001 (Act 56 of 2001) or CIPC.

- 8.2.3. SASSA reserves the right to terminate the contract, in the event that the successful bidder(s) becomes unable for any reason or whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder.
- 8.2.4. Pay the service provider within the period of 30 days in line with the requirements of the PFMA.
- 8.2.5. SASSA reserves the right to subject the successful service provider(s) to screening.
- 9. 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.
- 9.1. Stage 1**
- 9.1.1. Phase 1: Mandatory Requirements
 - 9.1.2. Phase 2: Functionality Criteria
 - 9.1.3. Phase 3: Local Production and content
 - 9.1.4. Phase 4: Administrative Compliance
- 9.2. **Stage 2:** Price and BBBEE Preference Points (specific goals)

Phase 1 - Mandatory Requirements

Phase 1 - Mandatory Requirements	
1. A certified copy of the company registration certification with Private Security Industry Regulatory Authority (PSIRA)	
2. A certified copy of the company's directors registration with PSIRA	
3. Certified and valid letter of good standing with PSIRA	
4. Certified copy of valid compensation for occupational injuries and diseases (COIDA) certificate from the Department of Labour	
5. Certified copy of valid Unemployment Insurance Fund (UIF) letter from the Department of Labour	

NB: Failure to submit the above mandatory documents, will lead to bidders being disqualified and will not be considered for further evaluation

NB: Certification must not be older than three (3) months.

Phase 2 – Functionality Criteria

Phase 2 – Functionality Criteria		Score	Weight		
1. Experience in the installation of CCTV cameras: All bidders must provide signed reference letters. The reference letters must be on the company letter head, it must indicate the name of the client, project description, and value. (A reference letter must be accompanied by purchased order or contract).	1 to 2 contracts	1	50		
	3 to 4 contracts	2			
	5 to 7 contracts	3			
	8 to 10 contracts	4			
	11 and above contracts	5			
	2. Cumulative Value of Contracts as per the above			Score	50
	R1- R 1 500 000	1			
R1 500 001- R3 000 000	2				
R3 000 001-R4 500 000	3				
R4 500 001- R6 000 000	4				
R6 000 001 and above	5				
TOTAL			100		

NB: Bidders must score a minimum of 70 points on functionality. Bidders who score less than 70 points for functionality shall be disqualified and shall not be subjected to further evaluation.

Phase 3: Local Production and content

Phase 4 - Administrative Compliance
Proof of registration with Central Supplier Database (CSD)
A certified copy of the identity documents of all the Directors / members
A valid tax compliance status pin
SBD forms fully completed and signed by the bidder
Each party in joint venture or consortium related to this project should comply with the following requirements:-
<ul style="list-style-type: none"> Registered on the Central Supplier Database

Phase 4 - Administrative Compliance

NB. All bidders who fail to submit Declaration Certificate for Local Content (SBD 6.2) and annexure C documents, will not be automatically disqualified, but will be awarded an opportunity to re-submit missing information within 3 working days, failure to meet the deadline, will lead into disqualification

- Only locally produced or locally manufactured cables with a stipulated minimum threshold of 90% local production and content will be considered.
- Bidders to complete the Declaration Certificate for Local Content (SBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) as part of this bid.

Cable product	Stipulated minimum threshold
Copper Telecom Cables	90% local content

- The stipulated minimum threshold percentage for local production and content for electrical and telecoms cables is 90%.

P_{min} = Price of lowest acceptable tender

P_t = Price of tender under consideration

P_s = Points scored for price of tender under consideration

Where

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

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

AREAS	POINTS
Price	80
Specific Goals	20

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:

Stage 2- Price and Preference points (Specific Goals)

NB: All bidders who fail to submit Administrative compliance documents, will not be automatically be disqualified, but will be awarded an opportunity to re-submit missing documents within 3 working days, failure to meet the deadline, will lead into disqualification.

- Submission of a valid Tax Compliance Status Pin
- Proof of certified ID Copies for all Company Directors
- Consolidated and Valid B-BBEE Status Level Verification Certificates or Sworn Affidavit signed by the Commissioner of Oaths together with their bids

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 51% black women ownership.	20	
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 Ownership verification process:

- 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 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.

10. BID AWARD & CONTRACT CONDITIONS

10.1. The contract will be concluded between SASSA and the successful service provider

11. MONITORING AND EVALUATION

11.1. Monitoring and evaluation of this project will be undertaken by Security Management and Facility Management.

12. PROJECT CO-ORDINATION ARRANGEMENTS

The project will commence after signing the award.

The Completed Bid documents will be deposited at:

SASSA House North West Office

Corner Sekame and Dr James Moroka road

Megacity

Mmabatho

2735

-25.835603, 25.611815

13. ENQUIRIES

Technical enquiries

Mr. Thusho Sesinyi

Tel: 018 397 3399

Email address: ThushoS@sassa.gov.za

Bid Administration enquiries

Mr. Muzi Mdilalose

Tel : 018 397 3341

Email: MuziMd@sassa.gov.za

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.

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	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>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</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>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.</p>
7. Performance security	<p>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.</p>

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.

6.1 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.

- 7.2 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.
- 8.1 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

8. Inspections, tests and analyses

- supplies which do comply with the requirements of the contract. Falling 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.
- 9.1 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.
- 10.1 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.
- 11.1 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.
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 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

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.

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.

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

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.

15.1 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. Warranty

(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.

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:

14. Spare parts

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.

(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.

- 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.
- 17.1 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.
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19.1 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.
- 20.1 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.
- 21.1 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.

22.1 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.

26.1 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.

27.1 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.

28.1 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

26. Termination for insolvency

27. Settlement of Disputes

28. Limitation of Liability

(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.

29.1 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.

30.1 The contract shall be interpreted in accordance with South African law, unless otherwise specified in SCC.

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.

32.1 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.

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

29. Governing language

30. Applicable law

31. Notices

32. Taxes and duties

33. Industrial Participation (NIP) Programme