



## SASSA: 50-22-FM-EC

### INVITATION TO BID

**SUPPLY, COMMISSIONING AND INSTALLATION OF CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM, FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA)  
EASTERN CAPE REGION**

**BRIEFING SESSION: THERE WILL BE NO BRIEFING SESSION**

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

**CLOSING DATE: 15 DECEMBER 2022**

**TIME: 11:00**

**ENQUIRIES CAN BE DIRECTED TO:**

a) Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
EC Region	043 707 6378	Mr Isaac Kala	<a href="mailto:isaack@sassa.gov.za">isaack@sassa.gov.za</a>

b) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
EC Region	043 707 6366	Mr Leslie Bezuidenhout	<a href="mailto:LeslieBe@sassa.gov.za">LeslieBe@sassa.gov.za</a>

**BID DOCUMENTS CAN BE OBTAINED FROM:**

**<https://etenders.treasury.gov.za>  
<https://www.sassa.gov.za>**

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### SUPPLY, COMMISSIONING AND INSTALLATION OF CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM, FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION

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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA)</b>					
BID NUMBER:	<b>SASSA: 50-22-FM-EC</b>	CLOSING DATE:	<b>15 December 2022</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	<b>SUPPLY, COMMISSIONING AND INSTALLATION OF CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM, FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) - EASTERN CAPE REGION</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
<b>SASSA, BKB BUILDING, CNR FITZPATIRCK &amp; MERINO ROAD, QUIGNEY, EAST LONDON, 5201</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr L Bezuidenhout		CONTACT PERSON	Mr Isaac Kala	
TELEPHONE NUMBER	043-707 6366		TELEPHONE NUMBER	043 707 6378	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:LeslieBe@sassa.gov.za">LeslieBe@sassa.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:isaack@sassa.gov.za">isaack@sassa.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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 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."			
<i>For ease of reference, Bidders shall enter their Price in the space provided below:</i>			
NO	SERVICE REQUIRED	GRAND TOTAL (amount in figures)	GRAND TOTAL (amount in words)
1	<b>SUPPLY, COMMISSIONING AND INSTALLATION OF CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM, FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) - EASTERN CAPE REGION</b>	R.....	..... ..... ..... .....

**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: \_\_\_\_\_

SBD 3.1

**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 <b>SASSA: 50-22-FM-EC</b>
Closing Time 11:00	Closing date <b>15 December 2022</b>

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
			R .....

- |   |  |  |
|---|--|--|
| - | Required by:                                     | <b>SASSA EASTERN CAPE</b>                |
| - | At:  | <b>SASSA Regional Office East London</b> |
| - | Brand and model                                  | <b>Not Applicable</b>                    |
| - | Country of origin                                | <b>Not Applicable</b>                    |
| - | Does the offer comply with the specification(s)? | *YES/NO                                  |
| - | If not to specification, indicate deviation(s)   | .....                                    |
| - | Period required for delivery                     | 30 days<br>*Delivery: Firm               |
| - | Delivery basis                                   | <b>As per Terms of Reference</b>         |

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**

**SBD 4****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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.

Full Name	Identity Number	Name of institution	State

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

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<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.

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 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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the

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<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.

Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting

business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The total value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

Where

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

$P_t$  = Price of bid under consideration

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

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

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

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: = .....(maximum of **20** points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

YES		NO	

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



**Supply, Commissioning and installation of Closed Circuit Television (CCTV)  
System, for South African Social security Agency (SASSA)  
Eastern Cape Region.**

## **1. PURPOSE**

The purpose of this TOR is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids to supply, commission and install Closed Circuit Television (CCTV) for SASSA at various offices in the Eastern Cape Region. Service providers will be invited to respond to the request, and submit proposals to Supply, commission and install CCTV system at identified SASSA Offices in the Eastern Cape Region.

## **2. BACKGROUND**

2.1 SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act 13 of 2004).

2.2 The Control of Access to Public Premises and Vehicles Act 1985, Act No. 53 of 1985 as amended; the Criminal Procedure Act 1977, Act No. 51 of 1977; the Minimum Information Security Standards (MISS); the Minimum Physical Security Standards (MPSS); the SASSA Security Policy and various other legislations that regulate security within the Organs of State, prescribe the implementation of security measures as the most crucial in protecting assets of the state and ensuring business continuity.

SASSA Eastern Cape Region is currently structured as follows:

- 2.3.1 Regional Office:
- 2.3.2 District Offices;
- 2.3.3 Local Offices;
- 2.3.4 Service Points; and
- 2.3.5 Record Management Centre.

**3. 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.**

**3.1 Bidder(s) must comply, but not limited to, with the following relevant legislation:**

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

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

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

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

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

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

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

3.1.8 The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);

3.1.9 National Treasury Implementation Guide – Preferential Procurement Regulations, 2017.

3.1.10 Protection of Personal Information Act, 2013 (Act no.4 of 2013)



**3.2 Should any of the above be amended or replaced, such replacement or amendment should be adhered to.**

**3.3 All bidder(s) must be registered with/in the following:**

3.3.1 Private Security Industry Regulatory Authority (PSIRA),

3.3.2 Central Supplier Database (CSD),

3.3.3 Compensation for Occupational Injuries and Diseases Act (COIDA)

3.3.4 Unemployment Insurance Fund (UIF).

3.4.5. South African Revenue Services (SARS).

#### **4. CONFIDENTIALITY**

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

#### **5. GENERAL BID CONDITIONS**

- 5.1 SASSA reserves the right to cancel the contract forthwith and to terminate the services of the bidder(s) without prior notice to do so if the bidder(s) becomes unable for any reason 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(s)**. In such an event, the bidder(s) shall, when called to do so, hand over to SASSA all documents which are related to the contract.
- 5.2 SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.

- 5.3 The bidder(s) undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as is practically possible before the commencement of this agreement.
- 5.4 The bidder(s) shall notify SASSA in writing of any change of address within five days hereof.
- 5.5 The bidder(s) shall be responsible for all transport costs incurred during the installation of CCTV.
- 5.6 SASSA reserves the right to inspect the services rendered by the bidder(s) at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 5.7 The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.
- 5.8 The bidder(s) shall take all possible steps to ensure that the contract and the intended execution take place.
- 5.8 Bidders must also outline the activities that will be undertaken in order to implement and manage the relevant COVID-19 protocols as well as the risks associated herewith.
- 5.9 SASSA reserves the right to conduct security background checks in respect of the recommended bidder(s) and its directors or members as well as registered security officers by the State Security Agency (SSA). Appointment of successful bidder(s) will be subject to positive background checks.
- 5.10 The successful bidder(s) will enter into a Service level Agreement (SLA) with SASSA.
- 5.11 SASSA reserves the right to negotiate price(s) with the successful bidder(s).
- 5.13. The successful bidder will be required to provide service in a courteous and professional manner.

- 5.14. The successful bidder must ensure that all staff working under this contract are in good health and pose no risk to any SASSA employees.
- 5.15. The successful bidder will comply with SASSA security emergency policies, procedures and regulations.
- 5.16. SASSA will only pay the work or installation that has been successfully concluded.

## **6 PUBLIC LIABILITY**

- 6.1 The bidder(s) indemnifies SASSA from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the bidder or any other person that may result from or be related to the execution of this contract.
- 6.2 The bidder(s) will be held responsible for any damage or theft by their employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by SASSA against the bidder. SASSA reserves the right to claim for damages against the bidder arising out of negligence and/or poor performance by the bidder or its employees.
- 6.3 In the case of the loss or damage to property resulting from providing service, the bidder(s) undertakes to repair/rectify the damage immediately after the notification by Security Management in the Agency. If the bidder(s) fails to act after such notification, SASSA will rectify the damages and the costs will be recovered from the bidder(s).

## **7 EVALUATION OF PROPOSALS**

The proposals will be evaluated in line with the following criteria:

## **7.1 STAGE ONE**

7.1.1 The proposals shall be evaluated in accordance with the 80/20 principle.

- **PHASE ONE: ADMINISTRATIVE COMPLIANCE**

Bidder(s) should submit the following documents:

Phase One - Administrative Compliance
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. A certified copy of the identity documents of all the Directors / members not older than 3 months.
4. Proof of registration with National Treasury Central Supplier Database (CSD)
5. Valid Tax PIN document
6. SBD forms fully completed and signed by the bidder(SBD 1, SBD 3.1, SBD 4, SBD 6.1 and SBD 7.1)
7. Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM) letter.

**NB: Failure to submit above listed documents will lead to disqualification.**

- **PHASE TWO- FUNTIONALITY**

Bidder(s) will be evaluated in the following manner:

- 1) Poor, 2) Average, 3) Good, 4) Very good, 5) Excellent.

No	Phase Two – Functionality Criteria	Weight																										
1	<p data-bbox="269 289 1320 380"><b>(a) Experience: Values of the security services projects (Installation of CCTV Systems) not older than five (5) years.</b></p> <table border="1" data-bbox="277 411 1279 842"> <thead> <tr> <th data-bbox="277 411 732 478">Values of Contracts</th> <th data-bbox="732 411 1032 478">Score</th> <th data-bbox="1032 411 1279 842" rowspan="6" style="text-align: center; vertical-align: middle;"><b>20</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="277 478 732 552">R 1 – R 1 000 000</td> <td data-bbox="732 478 1032 552">1</td> </tr> <tr> <td data-bbox="277 552 732 625">R 1 000 001 – R 2 000 000</td> <td data-bbox="732 552 1032 625">2</td> </tr> <tr> <td data-bbox="277 625 732 699">R 2 000 001 – R 3 000 000</td> <td data-bbox="732 625 1032 699">3</td> </tr> <tr> <td data-bbox="277 699 732 772">R 3 000 001 – R 4 000 000</td> <td data-bbox="732 699 1032 772">4</td> </tr> <tr> <td data-bbox="277 772 732 842">R 4 000 001 and above</td> <td data-bbox="732 772 1032 842">5</td> </tr> </tbody> </table> <p data-bbox="269 848 1320 938"><b>(b) Experience: Number of security services projects (Installation of CCTV Systems) not older than five (5) years.</b></p> <table border="1" data-bbox="277 970 1279 1413"> <thead> <tr> <th data-bbox="277 970 732 1037">Number of Contracts</th> <th data-bbox="732 970 1032 1037">Score</th> <th data-bbox="1032 970 1279 1413" rowspan="6" style="text-align: center; vertical-align: middle;"><b>20</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="277 1037 732 1110">1 to 2 projects</td> <td data-bbox="732 1037 1032 1110">1</td> </tr> <tr> <td data-bbox="277 1110 732 1184">3 to 4 projects</td> <td data-bbox="732 1110 1032 1184">2</td> </tr> <tr> <td data-bbox="277 1184 732 1257">5 to 6 projects</td> <td data-bbox="732 1184 1032 1257">3</td> </tr> <tr> <td data-bbox="277 1257 732 1331">7 to 8 projects</td> <td data-bbox="732 1257 1032 1331">4</td> </tr> <tr> <td data-bbox="277 1331 732 1413">9 and more projects</td> <td data-bbox="732 1331 1032 1413">5</td> </tr> </tbody> </table> <p data-bbox="269 1419 1320 1614">Bidder should provide/attach a table outlining current and previous clients in government, State-Owned Entities and Private Entities reflecting names and contact details of client(s), the types of services rendered, start, end dates and the values of the contracts.</p> <p data-bbox="269 1654 1320 1793">Bidder should provide or attach award letters/contracts/purchase orders in respect of each of the contracts reflected in table (a) above. Such award letters from the clients must reflect names and contact details</p>	Values of Contracts	Score	<b>20</b>	R 1 – R 1 000 000	1	R 1 000 001 – R 2 000 000	2	R 2 000 001 – R 3 000 000	3	R 3 000 001 – R 4 000 000	4	R 4 000 001 and above	5	Number of Contracts	Score	<b>20</b>	1 to 2 projects	1	3 to 4 projects	2	5 to 6 projects	3	7 to 8 projects	4	9 and more projects	5	<b>40</b>
Values of Contracts	Score	<b>20</b>																										
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	of client(s); the types of services rendered, start, end dates and values of the contracts as signed by the client.									
3	<p><b>Project Implementation Plan:</b></p> <p>Comprehensive Project Implementation Plan</p> <p>The Comprehensive Project Implementation Plan must cover the following:</p> <table border="1"> <thead> <tr> <th>PLAN</th> <th>SCORE</th> </tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> <li>Installation Plan with 12 months warranty on equipment and installations to cover the following: (drawings and positioning of cameras) (Contingency plan )</li> <li>Bidder(s) will score a five (5) for a plan reflecting both drawings and contingency and a value of one (1) will allocated for a plan with no reflection of the drawings and contingency.</li> </ul> </td> <td>40</td> </tr> </tbody> </table> <p>The bidder must demonstrate how he/she will provide a thorough</p> <table border="1"> <thead> <tr> <th>PLAN</th> <th>SCORE</th> </tr> </thead> <tbody> <tr> <td>Training plan</td> <td>20</td> </tr> </tbody> </table> <p>training to the identified users and support to the users in all offices after the installation of the system</p> <p>The bidder(s) will score a five (5) for providing a plan and one (1) for failure to provide a training plan.</p>	PLAN	SCORE	<ul style="list-style-type: none"> <li>Installation Plan with 12 months warranty on equipment and installations to cover the following: (drawings and positioning of cameras) (Contingency plan )</li> <li>Bidder(s) will score a five (5) for a plan reflecting both drawings and contingency and a value of one (1) will allocated for a plan with no reflection of the drawings and contingency.</li> </ul>	40	PLAN	SCORE	Training plan	20	60
PLAN	SCORE									
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PLAN	SCORE									
Training plan	20									
	<b>TOTAL</b>	<b>100</b>								

	<b>Bidder(s) who misrepresents themselves in the bidding documents shall be eliminated for further evaluation.</b>	

**N.B 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.**

- **STAGE TWO: PRICE AND PREFERENCE**

The 80/20 preference points system will apply in the evaluation of proposals submitted.

<b>Price and Preference</b>	<b>100</b>
<b>Price</b>	<b>80</b>
<b>BBBEE Status level of contribution</b>	<b>20</b>

(a) Points awarded for BBBEE Status level of contribution will be evaluated for preference as follows:

In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a service provider for attaining the BBBEE status level of contribution in accordance with the table below:

<b>BBBEE Status level of Contributor</b>	<b>Number of Points (80/20 system)</b>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>

BBBEE Status level of Contributor	Number of Points (80/20 system)
5	8
6	6
7	4
8	2
<b>Non-compliant contributor</b>	<b>0</b>

(b) Bidder(s) must submit a BBBEE Verification Certificate from a verification agency accredited by the South African National Accreditation System (SANAS), or sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths, together with the bid. Failure to submit will be interpreted to mean that preference points for BBBEE status level of contribution are not claimed.

## 8. SCOPE OF WORK

Bidder(s) are expected to supply, commission and install CCTV System at identified SASSA Offices in line with technical specification on **Annexure 'A'** as well as **Annexure B** list and addresses of Offices. **The list of offices advertised is subject to change.**

## 9. BID AWARD & CONTRACT

- 9.1 The contract will be concluded between SASSA and the successful Bidder(s).
- 9.2 SASSA reserves the right to award the bid to one or more service providers.
- 9.3 SASSA reserves the right to award the bid in whole or only partial
- 9.4 SASSA reserves the right to reduce / increase the required goods during the contract period.



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

## **10. TERMINATION AND WITHDRAWAL**

10.1 The contract may be terminated immediately should the successful bidder no longer qualify as service provider in terms of the PSIRA Act, 2001 (Act 56 of 2001).

10.2 SASSA reserves the right to cancel the contract forthwith and to terminate the services of the successful bidder without prior notice, if the successful bidder becomes unable for any reason 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. In such an event, the successful bidder shall, when called to do so, hand over to the Agency all documents which are related to the contract.

10.3 Should SASSA property or any part(s) of SASSA property be damaged or destroyed, SASSA will, in its discretion determine which part(s) of the property will no longer be bound by the stipulations of this agreement and no claim for indemnification in favour of one party against the other shall result from there.

10.4 In respect of the remaining part(s) of the premises, which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change. If the damaged property is repaired, SASSA can request the service provider to complete the installations.

## **10.5 Guarantee and Service**

- 10.5.1 The successful bidder must guarantee a 12 months warranty from the date of delivery to site, successful commissioning and handing over of the system.
- 10.5.2 During the period of guarantee, the successful bidder shall, at his own expense, carry out all necessary repair work, including material and labour, (excluding work required due to damage by others) in order to maintain the unit in a working condition.
- 10.5.3 The successful bidder shall, during the period of guarantee, repair the equipment to the satisfaction of the Agency, within 24 hours after the notification of the fault.

## **10.6 Bid Pricing Schedule**

**Note: Bidders must complete the bid pricing schedule in the Excel spread sheet format provided and include this as part of submission (see Annexure A).**

## **11 MONITORING AND EVALUATION**

Monitoring and evaluation of this service will be undertaken by Security Management, Local Office Managers and Admin Support Managers at District offices, as well as by the Service Provider on a daily basis (during the installation process).

## 12 ABBREVIATIONS

<u>Abbreviation</u>	<u>Description / Explanation</u>
TOR	Terms of reference
UIF	Unemployment Insurance Fund
COIDA	Compensation For Occupational Injuries and Diseases ACT
PSIRA	Private Security Industry Regulatory Authority
PPFA	Preferential Procurement Policy Framework Act
CCTV	Closed Circuit Television
NVR	Network Video Recorder
GB	Gigabyte
mm	Millimetre
CAT6	CAT6 means CAT6 Typically, CAT6 claims to: double transmission frequency from 250MHz to 500MHz or even 550MHz; be equipped with a grounded foil shielding that helps data transmission reach up to 10 Gigabit Ethernet; and extend to a maximum length of 1500 meters
m	Meter
RJ45	Registered Jack 45
OEM	Original Equipment Manufacturer
CSD	National Treasury Central Supplier Database
BBEEE	Broad-based Black Economic Empowerment

### 13 SUBMISSION OF BIDS

**13.1 Submission of bids must be submitted on 15 December 2022 at 11h00 as per the advert at the following address:**

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

**13.2 The following contact details in respect of enquiries will apply:**

c) Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
EC Region	043 707 6378	Mr Isaac Kala	<a href="mailto:isaack@sassa.gov.za">isaack@sassa.gov.za</a>

d) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
EC Region	043 707 6366	Mr Leslie Bezuidenhout	<a href="mailto:LeslieBe@sassa.gov.za">LeslieBe@sassa.gov.za</a>

Item	Description	Unit	Qty per site	No. of Sites	Qty	Supply	Install	Total Ex Vat	Total Incl Vat
<b>1</b>	<b>32 SASSA Offices</b>								
1.1	True Day Night IP H.265/H.264 Vandal resistant mini dome Camera, Sony StarVis or Equivalent Starlight 4.0MP, HD-1520P, Triple Streams, 3.6mm fixed lens, IR LEDS (20m), 3D Noise Reduction, Wide Dynamic Range Extreme (120dB), Smart Video Content Analytics, SD card slot 128GB, IP66, IK10, DC 12V, POE.	Each	12	<b>32</b>	384				
1.2	Junction box for vandal style dome cameras	Each	12		384				
1.3	True Day Night IP H.265/H.264 Bullet Camera, Sony StarVis or Equivalent Starlight 4.0MP, HD-1520P, Triple Streams, 2.8-12mm motor driven auto focus varifocal lens, array IR LEDS (50m), 3D Noise Reduction, Wide Dynamic Range Extreme (120dB), Audio in/out, Alarm in/out, SD card slot 128GB, Smart Video Content Analytics, IP66, DC 12V, POE.	Each	7		224				
1.4	Junction box for bullet style IP Cameras	Each	7		224				
1.5	True Day Night IP H.265 Bullet Panoramic 180 degree Camera, Sony StarVis or Equivalent Starlight 8.0MP, Triple Streams, 4x 2.8mm lenses internally stitched, array IR LEDS (30m), 3D Noise Reduction, Wide Dynamic Range Extreme (120dB), Audio in/out, Alarm in/out, IP66, DC 12V, POE.	Each	1		32				

1.6	Junction box for panoramic style bullet IP Cameras	Each	1		32			
1.7	CAT6 Network cable and point installation for Controller to main building security network	Meter	1000		32000			
1.8	19" Equipment rack. 15U floor standing including 2x 5way power distribution, extraction fans, sides and lockable doors front and back. 600mm deep. Sufficient blanking panels included. 19" trays for equipment.	Each	1		32			
1.9	All required equipment including, trays, cassettes, SM pig tails, SM patch leads, patch panels,brush panels, labelling and management	LOT	2		64			
1.10	4 Core single mode fibre optic cable installed, spliced both ends including sleeves and trenching if required. OTDR Test.	Meter	100		3200			
1.11	Layer 2 Managed 24Port 100/1000 PoE Switch with 4x Gigabit uplinks SFP - 400 watt internal power supply	Each	2		64			
1.12	Gigabit GBIC 1.25G, 1310nm SMF, 20km LX, Duplex LC, DDM	Each	2		64			
1.13	36 Channel Realtime 4K Network Video Recorder (NVR), H.265/H.264/MJPEG, HDMI, USB Backup, 4 Alarm input/1 Alarm outputs, 1X E-SATA, RS-485, VGA & Smart phone access (FSEYE App), SMART VIDEO	Each	1		32			

	ANALYSIS, 8 X SATA HDD, DC 12V, 2U (NO STORAGE INCLUDED), RAID support. Supports 36 channels @ 1.3MP, 2MP, 3MP, 4MP, 5MP & 4K								
1.14	E-SATA storage expansion unit, Supports maximum 8 X SATA Hard drives (ONLY Suitable for Recorders with E-SATA interface)	Each	1	32					
1.15	8TB SATA Surveillance specified hard drives (Installed and tested)	Each	16	512					
1.16	32" LED display including wall mount brackets, connect to NVR Via HDMI cable, USB Mouse extender cable and ega trunking	LOT	1	32					
1.17	UPS. Calculate the UPS system to carry the load of all the cameras and equipment including the NVR's and hard drives. Minimum runtime after power failure shall be no less than 2 hours. Include batteries (UPS Specification attached)	Each	1	32					
1.18	RJ 45 Connectors & boots, cable labelling, cable ties, sprag, PVC Conduit (internal), Bosal conduit (external) and required CAT6 accessories	LOT	1	32					
1.19	Sundries and consumables	LOT	1	32					
1.20	Travelling, transport, delivery, accommodation, meals, subsistence allowances	LOT	1	32					
1.21	Project management, Commissioning and commercial costs	LOT	1	32					

<b>2</b>	<b>Linking of all systems to the IT infrastructure of SASSA including setting up of Admin PC</b>										
2.1	Supply and configure Administrators PC. PC SPECIFICATION ATTACHED	Each			1						
2.2	27" LED Displays. Desktop mount including cables	Each			1						
2.3	Software licenses and 5 year maintenance licenses if required	Each			680						
2.4	Allow for all factors required for the testing, commissioning and handover of the system as specified	LOT			1						
2.5	System Commissioning	Lot			32						
2.6	Training	Lot			5						
2.7	Project Management	Lot			1						
2.8	Setup Testing and Commissioning	Lot			1						
2.9	Integration testing	Lot			1						
<b>3</b>	<b>DOCUMENTATION</b>										
3.1	As-built drawings for the systems( Laminate and mount on the wall)	Each			32						
<b>SUBTOTAL</b>								<b>R</b>	<b>-</b>	<b>R</b>	<b>-</b>
								<b>Ex VAT</b>		<b>Incl VAT</b>	



## ANNEXURE B

## LIST OF SASSA OFFICES FOR CCTV

Name of Building	Office	District	Name and Physical Address / Location of Building	Square Meters
<b>AMATHOLE</b>				
Zwelitsha	Local Office	Buffalo City Metro	Erf 41 Zwelitsha	259
Mdant sane 1	Local Office	Buffalo City Metro	Khayaletumba Childrens Home N.U.1	401
Peddie	Local Office	Buffalo City Metro	Erf 11 Room 1,Hamburg Road,Peddie	520
Willowvale	Local Office	Amathole	ERF 40 Main Street Willovale	212
Elliotdale	Local Office	Amathole	Elliotdale	365
Fort Beaufort	Local Office	Amathole	1 Somerset Street, Fort Beaufort	377
Duncan Village	Office & parking	Amathole	Duncan Village Shopping Centre, Cnr Florence Street and Douglas Smith Highway	636
Middledrift	Local Office	Amathole	139 Nkwali Street, Middledrift	241
Centane	Local Office	Amathole	Main Street Kentani	193
Butterworth	Office & parking	Amathole	Erf 231 & 232, 54 Bell Street, Butterworth	212
Alice	Office & parking	Amathole	Erf 64 & 465 Long Market Street, ALICE	291
<b>CHRIS HANI</b>				
Queenstown	Office, parking & storage	Chris Hani	Sanlam Building, Hexagon Circle, Queenstown	1834
Cofimvaba	Office & parking	Chris Hani	166 Plantation Road, Cofimvaba	375m <sup>2</sup>
Cala	Office & parking	Chris Hani	Erf 456 Cala	500m <sup>2</sup>
Engcobo	Local Office	Chris Hani	Elliot Road	349
<b>REGIONAL OFFICE</b>			Cnr Fitzpatrick and Merino Street, Quigney	

<b>OR TAMBO</b>				
Libode	Office & parking	O.R Tambo	Erf 104, 58 Stanford Street, Libode	438
Mthatha local office	Local Office	O.R Tambo	KD Matanzima Mthatha local office	631
Mqanduli	Local Office	O.R Tambo	Magistrate Site,Erf 34 Main Street,Mqanduli	312
<b>ALFRED NZO</b>				
Mt Ayliff	Office & parking	Alfred Nzo	201 Ntsizwa Street, Mt Ayliff	870
Ntabankulu	Local Office	Alfred Nzo	Magistrate Site	523
<b>NMM</b>				
Ibhayi	Local Office	NMM	Ibhayi-Dept of Social Development,Corner Matti and Strawndale Road	725
Bethelsdorp	Office & parking	NMM	Shop NG20,NG19,NG19A & NG18B Cleary Park , Starnford& Norman Middleton Road, Bethelsdorp PE	488
Motherwell	Office & parking	NMM	Erf 24545, 18 Weza str, Motherwell, PE	540
Uitenhage	Office & parking	NMM	Wader Building,Constitution Rd,Uitenhage	874
<b>SARAH BAARTMAN</b>				
Somerset East	Office, parking & stores	SARA BAARTMAN	96 Njoli Street, Somerset East	289
Willowmore	Local Office	SARA BAARTMAN	57 Wehmeyer Street,Willowmore	323
Kirkwood	Office & parking	SARA BAARTMAN	Erf 168, Voortrekker Street, Kirkwood	260
Kareadouw	Local Office	SARA BAARTMAN	Kareadouw	600
Port Alfred	Office & parking	SARA BAARTMAN	Dutch Reformed Church, 38 Masonic Street, Port Alfred	233
Humansdorp	Office & parking	SARA BAARTMAN	Erf 3304, Bureau Street, Humansdorp	374.3
<b>JOE GQABI</b>				
Sterkspruit	Local Office	Joe Gqabi	80 Van Tonder ,Sterkspruit	523
Mt Fletcher	Office & parking	JOE GQABI	Erf 294 Mt Fletcher	469

**Desktop Specification**

<b>Specifications for Desktop</b>	
<b>No:</b>	<b>Description</b>
1	CPU: Intel® Core™ i7-12700T Processor (25M Cache, up to 4.70 GHz) or equivalent
2	Chipset: Intel
3	Memory: 16GB DDR4 / DDR5
4	Video: Integrated HDMI
5	Audio: Integrated sound card with integrated speakers
6	Network: Integrated Gigabit Ethernet
7	Optical Drive: DVD-Rom
8	HDD: 512GB SSD and 4TB SATA HDD
10	Graphics Card: Gigabyte GeForce GTX 1660 Ti OC 6GB or equivalent
11	Energy Compliance: Star Energy Rating
12	Warranty: 3 Years onsite
13	Software: Microsoft Windows 10 / 11 Professional 64-bit pre-installed (SASSA will upgrade in accordance to it MS Enterprise Agreement  All relevant OEM Drivers and Applications
14	All components to be installed, configured and tested before delivery to SASSA.
<b>Desktop Base Unit Accessories</b>	
14	Monitor: 27" HDMI LED (HDMI cable to be included)
15	Security: Cable Lock: Security Mount to Wall or Desk
16	Wireless Keyboard and Mouse (Batteries included)

### SASSA Desktop Branding

17 BIOS/Start-up Logo: The following Logo to be embedded in the BIOS and appear on start-up:



### UPS Specification

#### Specifications for UPS

No:	Description
1	UPS to be installed onto the server cabinet on rack mounts. In the event that the UPS cannot be installed on the rack mounts then the UPS must be fitted with a tower stand and kept as close as possible to the server cabinet
2	UPS to be strictly dedicated for CCTV, NVR and Switches.
3	If UPS is 5KVA or less then UPS to be hardwired with a 2.5mm cable from its dedicated circuit breaker  If UPS greater than 5KVA or less than 8KVA then UPS to be hardwired with a 4mm cable from its dedicated circuit breaker
4	Power rails on the cabinet to be electrified by the UPS therefore the existing plug will need to be removed and power cable connected to the UPS
5	Isolator to be installed on the UPS
6	COC required for the connection of the UPS to the DB Board

7 Service provider to install an Earth Bar as per SASSA standards which must be earthed to server cabinet



**GOVERNMENT PROCUREMENT****GENERAL CONDITIONS OF CONTRACT****JULY 2010****NOTES**

The purpose of this document is to:

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

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

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

## **GENERAL CONDITIONS OF CONTRACT**

### **A. TABLE OF CLAUSES**

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

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.



- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or

duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional

services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X 85, Pretoria 001, or accessed electronically from [www.treasury.gov.za](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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to

the purchaser on completion of the provider's performance under the contract if so required by the purchaser.

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the

provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packaging**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

## **14. Spare parts**

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

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

## **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.



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

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the provider's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the

current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **23. Termination For Default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.

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

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

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

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

## **24. Anti-Dumping And Counter-Vailing Duties And Rights**

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

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that hi delay in performance or

other failure to perform his obligations under the contract is the result of an event of force majeure.

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

## **26. Termination for Insolvency**

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

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC
- 27.5 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation Of Liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable Law**

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

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. TAXES AND DUTIES**

- 32.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local provider shall be entirely responsible for all taxes, duties, and license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. .

### **33. National Industrial Participation Programme (NIP)**

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

### **34. Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor (s) was/ were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No 89 of 1998.
- 34.3 If a bidder (s) or contractor (s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid (s) for such item (s) offered, and/ or terminate the contract in whole or part, and/or restrict the bidder (s) or contractor (s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder (s) or contractor (s) concerned.

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....



**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....