



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

NOTIFICATION OF TENDER ADVERT

Bid Number:SASSA: 03-23-CS-MP

Bid Description: The South African Social Security Agency hereby invites service providers for Maintenance and Intervention and Minor repairs for SASSA Mpumalanga Region for the period of Thirty six months (36) months.

Name of Institution:South African Social Security Agency

Place where goods, works or services are required:

SASSA Mpumalanga, 18 Ferreira street, Nelspruit, 1200

Date Published: 10 May 2023

Closing Date / Time: 08 June 2023 @11:00am

Enquiries:

Contact Person Administrative Enquiries: Munyadziwa Madzihga

Email: MunyadziwaM@sassa.gov.za

Telephone number: (013) 754-9588

Contact Person Technical Enquiries: Dumisani Makhubela

Email: DumisaniM@sassa.gov.za

Telephone number: (013) 754-9394

Where bid documents can be obtained:

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

Physical Address:Where bids should be delivered:

SASSA Mpumalanga, 18 Ferreira street, Nelspruit, 1200

Compulsory Briefing Session

Date: 19 May 2023

Time: 11:00

Venue: SASSA, 41 Bester street, Nelspruit, 1200



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

South African Social Security Agency
Head Office

SASSA House • 18 Ferreira Street
Nelspruit • Private Bag X55662 • Nelspruit. 1200
Tel: +27 12 754 9346 • Fax: 086 656 4166
www.sassa.gov.za

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	SASSA: 03-23-CS-MP	CLOSING DATE	08 June 2023	CLOSING TIME	11:00
DESCRIPTION	Provisioning Of The Accreditation Of Service Providers for the Accreditation of Maintenance and Minor repairs SASSA Mpumalanga Region for the period of Thirty six (36) months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA House Mpumalanga Regional Office 18 Ferreira Street, Nelspruit, 1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Munyadziwa Madzhiga		CONTACT PERSON	Dumisani Makhubela	
TELEPHONE NUMBER	(013) 754-9588		TELEPHONE NUMBER	(013) 754-9384	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MunyadziwaM@sassa.gov.za		E-MAIL ADDRESS	DumisaniM@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number SASSA: 03-23-CS-MP
Closing Time 11:00 am	Closing date 08 June 2023

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

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

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. BIDDER'S DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

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

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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, 2011, 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6 A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

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

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

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

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

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **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 For local content
<u>Electrical and Telecom cables</u>	90%
<u>Valves product and actuators</u>	70%
Residential Electricity Meters	
• Prepaid Electricity Meters	70%
• Post Paid Electricity Meters	70%
• Smart Meters	50%
Conveyance pipes	80 - 100%
Transformers and Shut Reactors	
• Class 0	90%
• Class 1	70%
• Class 2	70%
• Class 3	45%
• Class 4	10%
Components and Conversion Activities	50% -100%
Solar PV Components	

• Laminated PV Modules	15%
• Module Frame	65%
• Dc Combiner Boxes	65%
• Mounting Structure	90%
• Inverter	40%
Steel Products and Component for Construction	
• Fabricated Structural Steel	100%
• Joining/ connecting components	100%
• Frames	100%
• Roof and Cladding	100%
• Fasteners	100%
• Wire Products	100%
• Ducting and Structural Pipework	100%
• Gutters, downpipes & lauders	100%
Steel Value – added Product	
• Plates	100%
• Sheets	100%
• Galvanized and Color Coated Coils	100%
• Wire Rod and Drawn Wire	100%
• Sections	100%
• Reinforcing bars	100%
Pumps, Medium Voltage (MV) Motor and Associated Accessories	
• Casting or Frame Fabrication	100%
• Associated Accessories	100%
• Fabrication and winding of the rotor core	100%
• Assembly and testing of the fully-build unit	100%
Plastic Pipes	
• Polyvinyl chloride (PVC) pipes	100%
• High Density poly (HDPE) pipers	100%
• Glass Reinforced plastic (GRP) pipes	100%
• Cement	100%
• Timber	90%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1 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.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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)

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.thdti.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
 of(name of bidder
 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
- (ii) the declaration templates have been audited and certified to be correct.

(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 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.		Note: VAT to be excluded from all calculations
(D2) Tender description:		
(D3) Designated Products:		
(D4) Tender Authority:		
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	EU <input type="text"/> GBP <input type="text"/>	

A. Exempted imported content

Calculation of imported content										Summary	
Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total Imported value by tenderer										R 0	

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

Calculation of imported content										Summary	
Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total Imported value by 3rd party										R 0	

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B

Date: _____

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	RFQ:			Note: VAT to be excluded from all calculations
(E2)	Tender description:				
(E3)	Designated products:				
(E4)	Tender Authority:				
(E5)	Tendering Entity name:				

Local Products (Goods, Services and Works)	Description of items purchased (E6)	Local suppliers (E7)	Value (E8)
	(E9) Total local products (Goods, Services and Works)		R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)...**SOUTH AFRICAN SOCIAL SECURITY AGENCY**... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number... **SASSA: 03-23-CS-MP** 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 date of the 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);
 - Filled in task directive/proposal;
 - 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 services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	



SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

GLOSSARY

TERM	DESCRIPTION
After hours	Shall mean any time after 16h00 to 7h30
Business premises	Refers to a location of bidder's business operation.
Capital Works	Enhances the service potential of the asset or the economic benefits that can be obtained from use of the asset and may also increase the life of the asset beyond that initially expected.
JBCC	Joint Building Contracts Committee.
Maintenance	All actions intended to ensure that an asset performs a required function to a specific performance standard(s) over its expected useful life by keeping it in as near as practicable to its original condition, including regular recurring activities to keep the asset operating, but specifically excluding renewal. Note: Maintenance also specifically excludes restoring the condition or performance of an asset following a recognized impairment event, which would be classified as either renewal or upgrading, depending on the circumstances.
Minor Repairs /Minor works	Maintenance action intended to restore an item to an acceptable condition by the renewal, replacement or mending worn, damaged or decaying parts.
Normal Working hours	The official business hours of the Agency are from 7h30 to 16h00
Project manager	The Agency personnel delegated to manage the project.
Purchase order	An official purchase order signed by a SASSA personnel
Refurbishment	Refers to comprehensive capital works actions intended to bring an immovable asset back to its original appearance or state or extend its lifecycle.
Region	SASSA Mpumalanga Region
Renovations	Refers to comprehensive capital works actions intended to bring an immovable asset back to its



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

South African Social Security Agency
Mpumalanga Region

No. 18 Ferreira Street • Progress House • Nelapruit
Private Bag X11230 • Nelapruit 1200
Tel: +27 13 762 5110 • Fax: +27 13 7625109
www.sassa.gov.za

	original appearance. Renovation works do not necessarily extend functionality or life of the asset, but are necessary for the planned life to be achieved. In such case, the capital value of the asset is not affected.
Repairs	Refers and entails restoration of an equipment to functional condition or actions required to reinstate a component of an immovable asset to its original state when such a component fails due to ordinary use.
Routine Maintenance	Day to day operational activities to keep the asset operating (replacement of light bulbs, cleaning of drains, repairing leaks, etc.) and which form part of the annual operating budget, including preventative and periodic maintenance.
The Agency	South African Social Security Agency (SASSA)



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

T. M. SN
www

South African Social Security Agency
Mpumalanga Region

No. 18 Ferreira Street • Progress House • Nelspruit
Private Bag X11230 • Nelspruit 1200
Tel: +27 13 762 6110 • Fax: +27 13 7525109
www.sassa.gov.za

TERMS OF REFERENCE

FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO RENDER MAINTENANCE AND MINOR REPAIRS OF BUILDINGS ON AN "AS AND WHEN REQUIRED BASIS" FOR THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) MPUMALANGA REGION FOR A PERIOD OF THIRTY SIX (36) MONTHS

1. SCOPE OF WORK

- 1.1. The scope of work is for the execution of building maintenance and minor repairs for SASSA in Mpumalanga on an "as and when required basis" for a period of 36 months.
- 1.2. The services will be rendered in the following four SASSA districts within Mpumalanga Region.
 - 1.2.1. Nkangala District
 - 1.2.2. Gert Sibande District
 - 1.2.3. Ehlanzeni District
 - 1.2.4. Bushbuckridge District
- 1.3. A bidder must bid for at least one (1) district. In the event that a bidder wants to bid for all districts the bidder must submit four (4) separate bid packs. Bidders are required to select the district name they are bidding for. **Annexure B** A bidder who fails to select a district they are bidding for may be disqualified.

2. KEY ASPECTS/ BID CONDITIONS

Bidders' attention is drawn to the following key aspects of the bid.

- 2.1. The bid will be concluded in terms of the Joint Building Contracts Committee (JBCC) series 2000 Principal Building Agreement or Minor Works Agreement (JBCC).
- 2.2. A Service Level Agreement will be entered into after award of bid.
- 2.3. SASSA reserves the right to enter into other contracts for major repairs and renovations, capital Works in any building covered in the area of this contract.
- 2.4. SASSA reserves the right to award to one or more successful bidder/s per district.
- 2.5. Notwithstanding any other provision to the contrary contained herein, SASSA reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.
- 2.6. Payment will be made within 30 days upon receipt of a valid tax invoice

3. RATES AND PRICES

- 3.1. All rates and prices entered in this tender document must be exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedule of Rates as reflected in the Summary.
- 3.2. All rates tendered by the bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper performance of the work.
- 3.3. All items to be priced in the Schedule of Rates. Unit rates entered in this Schedule of Rates **Annexure B** :-
 - 3.3.1. Shall cover all actual costs and expenses that may be required in and for the execution of the work described and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the bid document.
 - 3.3.2. Must be inclusive of material, labour (including after hours), waste, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, plus a reasonable mark-up, compliance with the

Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work.

- 3.3.3. Must exclude a call out fee for conducting an assessment of work to be carried out as the winning bidder will be entitled to claim. **Annexure B** Must exclude transport rates as the winning bidder will be entitled to claim transport costs calculated in accordance with the Department of Transport public sector transport tariff guideline for kilometers travelled for purposes of rendering the service, provided that:
- a) All travel for assessment of work and actual performance of work will be executed with an approval by the project manager.
 - b) Transport costs, for assessment of work and/or actual execution of works, shall be claimed for kilometers travelled from the business premises for office administration ("**Annexure B**") to and from the SASSA facility where such work will be performed. Such kilometers claimed shall not exceed 300 kilometers for each trip undertaken. In a case where a bidder has more than one business premises for office administration, SASSA will pay transport cost using the closest business premises for office administration.
 - c) Transport costs claims will be curbed at the applicable rate of a Category B: Light Delivery Vehicle (Single Cab 4x2/Extended Cab 4x2), Diesel 2151-2500 as determined by the Department of Transport at the time of travelling. (Fixed rate of **R5.49**) per kilometer. This rate will remain fixed for the first twelve months of the contract and thereafter adjusted as Consumer Price Index (CPI) annually.
- 3.3.4. The rates for this contract shall remain fixed for the first twelve months of the term. Annual price adjustments will be as per the CPI at the anniversary of the contract as issued by Stats SA.
- 3.3.5. Variations for work that change the nature of the work, or change the way the work is done that do not form part of the contract shall be considered with the approval of the project manager.
- 3.3.6. The rates per unit will be used for evaluation purposes
- 3.3.7. The rates must be added to form a total bid price in the Schedule of Rates which must then be transferred to SBD 1 form.
- 3.3.8. A bid which does not indicate the total bid price in SBD1 or in the Schedule of Rates will be disqualified.
- 3.3.9. No amendment of the contents of the Schedule of Rates or any part of the Pricing Data shall be made by the bidder. If such amendments are made the bid will be disqualified.
- 3.3.10. In a case where a bid has an error in the calculation of the total bid price will be given an opportunity to correct the error without changing the total bid price. In a case where after corrections the total bid price changes that bid will be disqualified.

4. EXECUTION OF WORK

This is a maintenance term contract valid for a period of thirty six (36) months only.

- 4.1. The successful bidders will be expected to comply with, but not limited to, the following prescripts:
- 4.1.1. Occupational Health Safety Act: Act No. 85 of 1993.
 - 4.1.2. National Building Regulations
 - 4.1.3. Municipal By-laws and any special requirements of the Local Authority.
 - 4.1.4. Standard Specification for Central Heating Installations issue X January 1982.
 - 4.1.5. Standard Specification for Air-conditioning and Ventilation Installations Issue XI,

1994.

- 4.1.6. Standard Specification for the Electrical Equipment and Installations for Mechanical Services Issue VIII December 1984.
- 4.1.7. The S.A. Bureau of Standards Codes of Practice S.A.B.S. 0400 of 1990, for the application of the national building regulations, S.A.B.S. 0105 and
- 4.1.8. SANS 10142-1: 2003 (all as amended).
- 4.1.9. Standard Wiring Regulations, S.A.B.S. 0142

- 4.2. All work shall be executed as and when required.
- 4.3. No work will be executed without an approved purchase order issued by the agency.
- 4.4. Variation (additions or reductions) for quantities for items that form part of a purchase order will only be considered for amendment of scope of work for a specific purchase order with the instruction and approval of the project manager. This will be considered as a contingency for that particular scope of work that will be fixed at five (5) percent.
- 4.5. The contractor in conjunction with the project manager will determine the program and delivery period as and when required.
- 4.6. RESPONSE TIME: The contractor shall commence with repair work within One (1) hour in the case of emergency repairs after instruction by project manager and forty eight (48) hours for a call out after an instruction by the project manager.
- 4.7. If the contractor fails to respond within the turnaround times set for under 3.6 above, SASSA reserves the right to appoint any other third party to perform the work.
- 4.8. SASSA reserves the right to reject work that does not meet the required standard.

4.9. HOURS OF WORK

- 4.9.1. The contractor shall undertake to carry out the work during normal working hours.
- 4.9.2. All work outside the normal working hours, including Saturday, Sunday and public holidays, will only be executed with the permission by the project manager.
- 4.9.3. Emergency work after hours may be executed with an instruction from the project manager.
- 4.9.4. Only repair work that meets the criteria for emergency in the SASSA policy shall be treated as emergency work.

4.10. COMPETENT STAFF

- 4.10.1. Bidders shall satisfy SASSA that the bidder will utilize competent personnel for execution of the works.
- 4.10.2. Bidders shall satisfy SASSA that all personnel who will perform specialized work have recognized qualifications and are registered with the relevant authorities in terms of applicable prescripts.

4.11. PARTS

- 4.11.1. Parts, components and material must conform to all national standards (SANS).
- 4.11.2. The warranties for all work, parts, material and components shall be dealt with in line with the JBCC latent defect liability.

5. SPECIAL CONDITIONS OF CONTRACT

- 5.1. Bidders must provide the details of the bidder's business premises which will be the base for the bidder's operations while rendering the services for the district the bidder is bidding for. **Annexure B**
- 5.2. The Schedule of Rates document forms part of this tender and must be read and

- priced in conjunction with all other documents forming part of this bid.
- 5.3. No fixed quantities are provided for this bid. Bidders must provide rates per unit for all the items in the schedule of rates. The rates provided by the bidder will be used when the nature of the work and the quantity is known for each purchase order to be issued. The bidder shall therefore not alter the rates for any item.
 - 5.4. Acceptance of this tender is subject to the condition that both the contracting firm/s and its personnel providing services must be cleared by the appropriate authorities to the level of confidential/ secret/ top secret. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a sub-contractor, the same provisions and measures will apply to the sub-contractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such measures as the safe performance of the contract may require.
 - 5.5. Bidders must provide a Company Profile with all the CV's of key personnel. Relevant Skills, Attributes and Competencies in all trades.
 - 5.6. The Bidder or a Sub-Contractor must be registered with the Department of Labour as an Electrical Contractor for any category.
 - 5.7. Bidders must provide the company experience in terms of the values, years and past projects completed in **Annexure A**.
 - 5.8. Bidders must submit a bank rating/bank **code B** report issued by a bank or financial institution that will indicate the financial position of the bidder in relation to this bid.
 - 5.9. In the event where in a particular district there is no responsive bidder, the agency reserves the right to utilize successful bidders from other districts.
 - 5.10. A Tenderer who will subcontract a portion of the work must submit a subcontracting agreement signed between the main tenderer and the subcontractor. The subcontracting agreement must specify the percentage of subcontracting.
 - 5.11. The contract will be concluded between the main contractor and the Agency, therefore, the main contractor and not the sub-contractor would be held liable for performance in terms of its contractual obligations.
 - 5.12. It is the responsibility of the contractor to subcontract with competent and capable subcontractors.
 - 5.13. A person awarded a contract in relation to a designated sector, may not subcontract 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.
 - 5.14. A person awarded a contract may only enter into a subcontracting arrangement with the approval of the agency.

6. JOIN VENTURE

Planned Joint Ventures related to this project. This will only be considered to be valid if there is proof of agreement signed by all parties involved. Submission of applicable: Resolution by the Legal Entity, or consortium / joint venture, authorizing a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. The joint venture / consortium must submit a consolidated BBBEE certificate. The Agency (SASSA) will enter into a single contract with the principal bidder.

Joint ventures are eligible to submit tenders provided that:

- a) Every member of the joint venture is registered with the cidb;
- b) The lead partner has a contractor grading designation in the 3 GB/ 3 CE/ 3 EP class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.

- c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3 GB/ 3 CE/ 3 EP class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

7. BID REQUIREMENTS

Bidders must submit the following documents as part of the bid:

- 7.1. Company Profile demonstrating capacity including Key Personnel that will be responsible (CVs and qualifications)Plants/ equipment/ offices/ Vehicles
- 7.2. Company experience in terms of the values, years and past projects completed in **Annexure A**
- 7.3. A valid and certified proof of Registration with Department of Labour as Installation Electrician, tester three phase or master installation Electrician for all his or her employees.
- 7.4. The bidder must provide proof of registration with relevant institutes for all key personnel with qualifications. South African Institute of Electrical Engineers (SAIEE). Engineering Council Of South Africa (ECSA), Both main bidder (and sub-contracting if applicable)
- 7.5. Project Execution Methodology detailing how maintenance service will be provided. Record of relevant experience where similar service was rendered. (previous and current work with contactable references)
- 7.6. Undertaking to adhere to OHS and its regulations. **Annexure D**
- 7.7. Public liability insurance

8. EVALUATION CRITERIA

The bid will be evaluated in phases as per the table below:

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Local Production And Content	Mandatory Requirements	Administrative Compliance	Functionality	Price and Specific Goals

8.1. PHASE 1 - LOCAL PRODUCTION AND CONTENT

Only locally produced goods or locally manufactured goods meeting minimum threshold for local production and content, will be considered.

Industry/sector/sub-sector	Minimum threshold for local content
Electrical and telecom cables	90%
Valves products and actuators	70%
Residential Electricity Meter :	
<ul style="list-style-type: none"> • Prepaid Electricity Meters • Post Paid Electricity Meters • SMART Meters 	<ul style="list-style-type: none"> • 70% • 70% • 50%
Conveyance Pipes	80% – 100%
Transformers and Shunt Reactors:	
<ul style="list-style-type: none"> • Class 0 	<ul style="list-style-type: none"> • 90%

<ul style="list-style-type: none"> • Class 1 • Class 2 • Class 3 • Class 4 	<ul style="list-style-type: none"> • 70% • 70% • 45% • 10%
<ul style="list-style-type: none"> • Components and conversion activities 	<ul style="list-style-type: none"> • 50% – 100%
Solar PV Components:	
<ul style="list-style-type: none"> • Laminated PV Modules • Module Frame • DC Combiner Boxes • Mounting Structure • Inverter 	<ul style="list-style-type: none"> • 15% • 65% • 65% • 90% • 40%
Steel Products and Component for Construction	
Steel Value-added Products	
<ul style="list-style-type: none"> • Fabricated Structural Steel • Joining/Connecting Components • Frames • Roof and Cladding • Fasteners • Wire Products • Ducting and Structural pipework • Gutters, downpipes & launders 	<ul style="list-style-type: none"> • 100%
Steel Value-added Products	
<ul style="list-style-type: none"> • Plates • Sheets • Galvanised and Colour Coated Coils • Wire Rod and Drawn Wire • Sections • Reinforcing bars 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100% • 100% • 100%
Pumps, Medium Voltage (MV) Motor and Associated Accessories	
70%	
<ul style="list-style-type: none"> • Casting or Frame Fabrication • Fabrication and winding of the Rotor Core • Accessories • Assembly and testing of the fully-built unit 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100%
Plastic Pipes	
100%	
<ul style="list-style-type: none"> • Polyvinyl chloride (PVC) pipes • High density polyethylene (HDPE) pipes • Polypropylene (PP) pipes • Glass reinforced plastic (GRP) pipes 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100%
<ul style="list-style-type: none"> • Cement 	<ul style="list-style-type: none"> • 100%
<ul style="list-style-type: none"> • Timber 	<ul style="list-style-type: none"> • 90%

8.2. PHASE 2 - MANDATORY REQUIREMENTS

The following conditions apply to the bidders, and if any of the conditions are not met, the bid will be disqualified:-

Mandatory Requirements	
8.2.1.	The supplier must be registered with the Central Supplier Database (CSD)

8.2.2.	<p>CIDB Registration Certificate/s (for all companies if a joint-venture) Only those tenderers who are registered with the cidb, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3 GB/ 3 CE/ 3 EP class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>Every member of the joint venture is registered with the cidb;</p> <p>The lead partner has a contractor grading designation in the 3 GB/ 3 CE/ 3 EP class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.</p> <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 3 GB/ 3 CE/ 3 EP class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p>
8.2.3.	<p>Certified copy of valid Registration Certificate with Labour Department as legal Electrical Contractor of the Bidder or Sub-Contractor. The Bidder must submit a valid and certified proof of Registration with Labour Department as Electrical Contractor for any category. The certification must be issued to Supplier/ Company/ Entity name specific by Labour Department, as per Occupational Health and Safety Act, 1993 (Act No 85 of 1993).</p>
8.2.4.	<p>Fully completed Annexure B: Schedule of Rates .Indication of the district bidding for in Annexure B</p>
8.2.5.	<p>Bidders must submit a bank rating/bank code B report issued by a bank or financial institution that will indicate the financial position of the bidder in relation to this bid.</p>

8.3. PHASE 3 - ADMINISTRATIVE COMPLIANCE

The bidder is required to submit the following administrative compliance documents:

- Proof of registration on the Central Supplier Database (CSD) with National Treasury
- Tax verification PIN and Tax compliant status on CSD
- Fully completed, dated and signed Standard Bidding Document Forms (SBD's).
- Certified letter of Good Standing with COIDA.

NB: Failure to comply with the above may disqualify the bid.

8.4. PHASE 4 - FUNCTIONALITY

The functionality will be used to test and establish the capability and ability of the bidder to deliver the required service.

- 8.4.1. Experience in Building Related Works
- 8.4.2. Company Capacity

8.4.3. Technical Expertise and Competency

8.4.4. Methodology

The table below contains details of the evaluation criterion and the weights of each functional component. Criteria below will be evaluated according to the following values:

1 = Poor 2= Average 3= Good 4= Very Good 5= Excellent

Criteria:	Functionality criteria:	Weighting factor:																																													
1	<p><u>Experience in building related works</u></p> <ul style="list-style-type: none"> • Points will be awarded for past experience in building related work. • Company experience in terms of the values, years and past projects completed in Annexure A. (Provide copies of letters of award/purchase orders, referral letter, final delivery certificates etc.) <p>1.1 The highest value of completed project not older than 20 years</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">R3 000 000 and Above</td> <td style="width: 10%; text-align: center;">=</td> <td style="width: 20%; text-align: center;">5</td> </tr> <tr> <td>R2 500 001 to R3 000 000</td> <td style="text-align: center;">=</td> <td style="text-align: center;">4</td> </tr> <tr> <td>R2 000 001 to R2 500 000</td> <td style="text-align: center;">=</td> <td style="text-align: center;">3</td> </tr> <tr> <td>R1 500 001 to R2 000 000</td> <td style="text-align: center;">=</td> <td style="text-align: center;">2</td> </tr> <tr> <td>R1 000 000 to R1 500 000</td> <td style="text-align: center;">=</td> <td style="text-align: center;">1</td> </tr> </table> <p>1.2 The number of completed building related projects in the last 20 years</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">10 projects and more</td> <td style="width: 10%; text-align: center;">=</td> <td style="width: 20%; text-align: center;">5</td> </tr> <tr> <td>8 to 9 projects</td> <td style="text-align: center;">=</td> <td style="text-align: center;">4</td> </tr> <tr> <td>6 to 7 projects</td> <td style="text-align: center;">=</td> <td style="text-align: center;">3</td> </tr> <tr> <td>4 to 5 projects</td> <td style="text-align: center;">=</td> <td style="text-align: center;">2</td> </tr> <tr> <td>0 to 3 project</td> <td style="text-align: center;">=</td> <td style="text-align: center;">1</td> </tr> </table> <p>1.3 Longest term-contract for maintenance work undertaken in the last 20 years.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">49 months and above</td> <td style="width: 10%; text-align: center;">=</td> <td style="width: 20%; text-align: center;">5</td> </tr> <tr> <td>37 to 48 months</td> <td style="text-align: center;">=</td> <td style="text-align: center;">4</td> </tr> <tr> <td>25 to 36 months</td> <td style="text-align: center;">=</td> <td style="text-align: center;">3</td> </tr> <tr> <td>1 to 24 months</td> <td style="text-align: center;">=</td> <td style="text-align: center;">2</td> </tr> <tr> <td>None</td> <td style="text-align: center;">=</td> <td style="text-align: center;">1</td> </tr> </table>	R3 000 000 and Above	=	5	R2 500 001 to R3 000 000	=	4	R2 000 001 to R2 500 000	=	3	R1 500 001 to R2 000 000	=	2	R1 000 000 to R1 500 000	=	1	10 projects and more	=	5	8 to 9 projects	=	4	6 to 7 projects	=	3	4 to 5 projects	=	2	0 to 3 project	=	1	49 months and above	=	5	37 to 48 months	=	4	25 to 36 months	=	3	1 to 24 months	=	2	None	=	1	35
R3 000 000 and Above	=	5																																													
R2 500 001 to R3 000 000	=	4																																													
R2 000 001 to R2 500 000	=	3																																													
R1 500 001 to R2 000 000	=	2																																													
R1 000 000 to R1 500 000	=	1																																													
10 projects and more	=	5																																													
8 to 9 projects	=	4																																													
6 to 7 projects	=	3																																													
4 to 5 projects	=	2																																													
0 to 3 project	=	1																																													
49 months and above	=	5																																													
37 to 48 months	=	4																																													
25 to 36 months	=	3																																													
1 to 24 months	=	2																																													
None	=	1																																													
2	<p><u>Company Capacity</u></p> <p>The bidder must submit relevant documentation (Annexure A) for resources, plant and equipment of the bidder.</p> <p>2.1 Vehicles</p>	15																																													

	<p>The bidder must provide proof of ownership of vehicles (installment purchase, hire purchase, outright purchase). Copies of vehicle registration document (MVR1-MIB).</p> <p>4 Vehicles or more = 5 3 Vehicles = 4 2 Vehicles = 3 1 Vehicle = 2 0 Vehicle = 1</p> <p>2.2 Number of business premises</p> <p>Bidder to provide proof of ownership or Lease Agreement for each of the business premises of the bidder. (Annexure A)</p> <p>4 premises and above= 5 3 premises = 4 2 premises = 3 1 premises = 2 0 premises = 1</p> <p>2.3 Location of business premises for office administration within the district bidding for.</p> <p>Yes = 5 No = 1</p>	
<p>3</p>	<p>Technical Expertise and Competency</p> <p>The bidder must submit CV's accompanied by copies of qualifications of key personnel who will be deployed for this contract.</p> <p>3.1 Qualifications</p> <p>Number of different trades in the built environment that the bidder has qualified personnel for. Provide copies of the qualifications/certificates as part of the company profile.</p> <p>7 different trades or more = 5 5 to 6 different trades = 4 3 to 4 different trades = 3 1 to 2 different trades = 2 0 = 1</p> <p>3.2 Personnel Experience (Number of years in the built environment)</p> <p>Provide, as part of the company profile, CV's of the key personnel who will be deployed for this contract (eg. supervisor / Contracts Manager/ Site Agent/ Safety Officer etc).</p> <p>49 months and above = 5 37 to 48 months = 4</p>	<p>35</p>

	25 to 36 months = 3	
	13 to 24 months = 2	
	0-12 months = 1	
4	<p>Methodology</p> <p>Provide on detailed methodology on how the bidder intends to execute the programme over the contract period.</p> <ul style="list-style-type: none"> • The methodology is specifically tailored to address the objectives of the programme and demonstrates value adding innovativeness in the execution of the programme = 5 • The methodology is specifically tailored to address the objectives of the programme = 4 • The methodology is generic and is not tailored to address the objectives of the programme = 3 • The methodology is poor and will not satisfy the objectives of the programme = 2 • No methodology = 1 	15
	Total	100

NB: Bidders who score less than 70 out of 100 points will be disqualified.

8.5. PHASE 5- PRICE AND SPECIFIC GOALS

Price and Specific Goals will be evaluated and awarded to the highest scoring bidder per district. The bid proposals shall be evaluated in accordance with the 80/20 principle. The evaluation shall be conducted as follows:

	Points
Price	80
Specific Goals	20
Total Points for Price and Specific Goals	100

POINTS AWARDED FOR SPECIFIC GOALS

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16
B-BBEE Status Level 1 - 2 contributor	14
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled	12
B-BBEE Status Level 3 - 4 contributor	8
B-BBEE Status Level 5 - 8 contributor	4
Others	0

Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points. The highest points will be confirmed with the BBEE Certificate/Sworn Affidavit submitted by bidder/CIPC, etc.

NB: Failure of a bidder to submit proof or document required in terms of this tender to claim points for Specific Goals with the tender, will be interpreted to mean that the preference points for Specific Goals are not claimed.

9. PRICE NEGOTIATION

The award of the tender may be subjected to price negotiation with the preferred tenderers.

10. BRIEFING SESSION

Compulsory briefing session will be held

11. PERIOD OF CONTRACT

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

12. ENQUIRIES

Enquiries may be directed to:

For Technical enquiries For Administrative enquiries

Mr Dumisani Makhubela
(013) 754 9384
dumisanim@sassa.gov.za

Ms Munyadziwa Madzhiga
(013) 754-9588
munyadziwam@sassa.gov.za



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

ANNEXURE F

LIST OF OFFICES AND PHYSICAL ADDRESS

Appointment of service provider/s to render maintenance and minor repairs of buildings on an "as-and-when-required-basis" for the South African Social Security Agency (SASSA) Mpumalanga region for a period of thirty six (36) months

Bid Number

NO.	DISTRICT	NAME OF OFFICE	PHYSICAL ADDRESS	COORDINATES
1	Bushbuckridge	Bushbuckridge District Office	340 Farm Maviljan,	-24.837452364633403 31.074314117431644
2	Bushbuckridge	Casteel Service Office	Casteel Thusong Centre	-24.725003791220086 31.021614074707035
3	Bushbuckridge	Cottondale Service Office	Moletele Traditional Council, Cottondale	-24.627668932496814 31.15585327148438
4	Bushbuckridge	Green Valley Service Office	Sethlare Tribal Council, Green Valley Offices	-24.599109217379205 31.03225708007813
5	Bushbuckridge	Marite Service Office	Dept of Social Development Offices, Marite	-24.955557484556056 31.127529144287113
6	Bushbuckridge	Maviljan Local Office	Thabo Mbeki Street, Maviljan	-24.83823127834367 31.071224212646488
7	Bushbuckridge	Oakley Local Office	Oakley Social Development One Stop Centre	-24.94987670271556 31.22546195983887
8	Bushbuckridge	Thulamahashe Local office	Dept of Social Development Offices, Thulamahashe	-24.721573406117432 31.207523345947266
9	Bushbuckridge	Ximhungwe Service Office	Ximhungwe Thusong Service Centre	-24.87226501877319 31.310520172119144
10	Bushbuckridge	Mkhuhlu Service Office	Mkhuhlu Clinic	-24.972306483109012 31.25198364257813



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

South African Social Security Agency
Mpumalanga Region

No. 18 Ferreira Street • Progress House • Nelspruit

Private Bag X11230 • Nelspruit 1200

Tel: +27 13 752 5110 • Fax: +27 13 7525109

www.sassa.gov.za

11	Bushbuckridge	Hluvukani Service Office	Hluvukani	-24.650137564242705 31.34708404541016
12	Ehlanzeni	Phola Nsikazi Service Office	01 Masoyi Tribal Offices	-25.15791,31.11985
13	Ehlanzeni	Mgobodzi Service Office	Mawewe Tribal Authority Offices, Mgobodzi.	S 25° 46' 122". E 31° 48' 04.3".
14	Ehlanzeni	Daantjie Service Point	Mpakeni Tribal Council Offices, Daantjie	-25.43518,31.18494
15	Ehlanzeni	Ehlanzeni District Office and Nelspruit Service Office	41 Bester Street, Nelspruit 1200	-25.47125,30.97519
16	Ehlanzeni	Schoemansdal Service Office	Matsamo Tribal Authority Offices, Schoemansdal	5°42'11"S 31°30'22"E / 25.703°S 31.506°E / -25.703;
17	Ehlanzeni	Nkomazi Local Office	Magistrate Offices Tonga, Tonga Road, Mashekesheni , Nkomazi, 1341	25.6878671, 31.7836266
18	Ehlanzeni	Matsulu Service Office	137 Lomshiyo Traditional Council Offices, Thokoza Village Matsulu	-25.52886,31.31089
19	Ehlanzeni	Majika Service Office	100059 Dept of Soc Dev Offices, Majika	-25.05797,31.15242
20	Ehlanzeni	Thaba Chweu Local Office	28 Paul Kruger Street, Lydenburg	-25.09489, 30.45333
21	Ehlanzeni	Kabokweni Service Office	1212 Magistrate Offices Kabokweni	-25.34663,31.12423
22	Ehlanzeni	Mbangwane Service Office	Mbangwane Thusong Centre,6500	34°10'46.04"S 22°4'47.26"E
23	Ehlanzeni	Graskop Service Office	3 Main Road, Graskop	-24.6743 S, 30.8108 -24.93502,30.84086
24	Ehlanzeni	Umjindi Service Office	Barberton	-25.75986,31.02946
25	Gert Sibande	Elukwatini Local Office	Ekuphileni Gymnasium, 1375 Elukwatini A Ext 1	26.0440696 30.7625805
26	Gert Sibande	Gert Sibande District Office	35 Joubert Street, Ermelo 2350	-26.520887294428082 29.98653888702393
27	Gert Sibande	Bethal Service Office	1500 Emzinoni, Bethal	26.453527 29.4531102
28	Gert Sibande	Msukaligwa Local Office	17Murray Street , Ermelo	26.5224461 29.9793766



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

South African Social Security Agency
Mpumalanga Region

No. 18 Ferreira Street • Progress House • Nelspruit
Private Bag X11230 • Nelspruit 1200
Tel: +27 13 752 5110 • Fax: +27 13 7525109
www.sassa.gov.za

29	Gert Sibande	Mkhondo Local Office	19 Joubert Street , Piet Retief, 2380	27.0048034 30.797716
30	Gert Sibande	Seme Local Office	15 Vrede Street, Volksrust	27.3690785 29.8480998
31	Gert Sibande	Mayflower Service Office	Stand 275, D275 Mayflower	26.294613 30.7735348
32	Gert Sibande	Lekwa Local Office	Jeery Van Vuuren Building C/O Paarl & Princess Street Standerton	26.8323334 28.92505008
33	Gert Sibande	Govan Mbeki Local Office	64 Solly Zwane Street , Evander	26.4702099 29.0720554
34	Gert Sibande	Dipaliseng Service Office	120 Voortrekker Street, Balfour	26.6662566 28.5831352
35	Nkangala	Nkangala District Office and Emalaheni Service Office	06 Athlone Street, Gerry Mann Building Witbank	-25.8732104,29.2098449
36	Nkangala	Marapyane Service Office	Marapyane Thusong Centre	-24.9873424,28.7520489
37	Nkangala	Mhluzi Service Office	11848 Mhluzi Ext 7, Middelburg	-25.6231887,29.0815666
38	Nkangala	Verena Service Office	534 Verena Cluster, Mkobola	-25.4909149,28.9970479
39	Nkangala	Tweefontein Service Office	1815 Tweefontein H, KwaMhlanga	-25.6646778,28.6706696
40	Nkangala	Emakhazeni Local Office	26 Scheepers Street , Belfast 1100	-25.6940825,30.0401977
41	Nkangala	Dr JS Moroka Local Office	No 96 Old Parliament Building, Siyabuswa	-25.110824, 29.048861
42	Nkangala	Mbibane Service Office	Magistrate Offices Mbibane, Vaal bank	-25.2010742,28.8391514
43	Nkangala	Mmamethlake Service Office	Pension Office, Mmamethlake	-25.1051646,28.5418414
44	Nkangala	Kwamhlanga Local Office	Building no3 Dr Solomon Mahlangu KwaMhlanga Government Complex	-25.4379272,28.7102013
45	Nkangala	Mkobola Service Office	Mkobola Magistrate Offices, Kwaggafontein	-25.3103008,28.9445924



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

South African Social Security Agency
Mpumalanga Region

No. 18 Ferreira Street • Progress House • Nelspruit
Private Bag X11230 • Nelspruit 1200
Tel: +27 13 752 5110 • Fax: +27 13 7525109
www.sassa.gov.za

46	Nkangala	Steve Tshwete Local Office	37 President Street, Middelburg	-25.7630805,29.4636735
47	Nkangala	Victor Khanye Local Office	ERF 1202, EXT 14 Botleng Multipurpose Thusong Service Delmas	-26.3660616,28.9216761
48	Regional Office	Mpumalanga Regional Office	18 Ferreira Street Nelspruit 1200	-25.475319103079926 30.982003211975098
49	RMC	Mpumalanga Records Management Centre	08 Bester Street, Nelspruit 1200	-25.464102564629833 30.983312129974365



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

South African Social Security Agency
Mpumalanga Region

No. 18 Ferreira Street • Progress House • Nelspruit
Private Bag X11230 • Nelspruit 1200
Tel: +27 13 752 5110 • Fax: +27 13 7525109
www.sassa.gov.za

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

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

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and