NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA: 03-26-GA-MP

BID DESCRIPTION: THE SOUTH AFRICAN SOCIAL SECURITY AGENCY HEREBY INVITES SERVICE PROVIDERS FOR THE ACCREDITATION OF TO SUPPLY AND DELIVER SCHOOL UNIFORM IN MPUMALANGA REGION FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

Name of Institution:South African Social Security Agency(SASSA)

Place where goods, works or services are required:
SASSA Mpumalanga Regional Office
18 Ferreira Street
1201

Date Published: 24 November 2026

Closing Date / Time: 15 December 2026 @11:00am
Enquiries:
Supply Chain Management
Contact Person: Mr Fausto Shabangu
Email: faustos@sassa.gov.za
Telephone number: 013 754 9333

Project Manager
Contact Person: Ms Lungile Mthimunye
Email: lungilemt@sassa.gov.za
Telephone number: 013 754 943

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 Regional Office,
18 Ferreira Street
1200

NB: BRIEFING SESSION
Compulsory briefing session will be held
Date: 30 November 2026@09:30
Vanue: Ehlanzeni District office
41 Bester street,
Mbombela 1200

NB: BRIEFING SESSION
Compulsory briefing session will be held
Date: 05 December 2026@09:30
Vanue: Gert Sibande District office
35 Joubert street,
Ermelo 2350,

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 B
TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF BIDDER:	.....	**DATE**	.....
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	

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

DATE: .....

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SASSA)					
BID NUMBER:	SASSA: 03-26-GA-MP	CLOSING DATE:	15/12/2026	CLOSING TIME:	11:00 AM
DESCRIPTION	Bid Description: The South African Social Security Agency hereby invites Service providers for the accreditation of service providers to supply and deliver school uniform in 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 Mpumalanga Regional Office , 18 Ferreira Street ,1201

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr Fausto Shabangu**	CONTACT PERSON	**Ms Lungile Mthimunye**
TELEPHONE NUMBER	**013 754 9333**	TELEPHONE NUMBER	**013 754 9436**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**faustos@sassa.gov.za**	E-MAIL ADDRESS	**lungilemt@sassa.gov.za**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]
	☐ Yes ☐ No		☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	***ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?***	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

SBD1

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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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.

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2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

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2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:	.....	**DATE**	.....
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	

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

DATE: .....

SBD4

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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

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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.

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

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

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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 investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	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

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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:

80/20 **or** **90/10**

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

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:

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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	

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 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 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.

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
Items as per **Annexure A**	100%

4. Does any portion of the services, works or goods offered have any imported content?
(*Tick applicable box*)

YES		NO	

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		NO	

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/industrial development/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 C

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

Pula [ ] EU [ ] GBP [ ]

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											

(C20)	Total tender value	
(C21)	Total Exempt imported content	
(C22) *Total*	Tender value net of exempt imported content	
(C23)	Total Imported content	
(C24)	Total local content	
(C25)	Average local content % of tender	

Signature of tenderer from Annex B

Date:

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

TERMS OF REFERENCE
FOR ACCREDITATION OF SERVICE PROVIDERS TO SUPPLY AND DELIVER SCHOOL UNIFORM IN MPUMALANGA REGION FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

LP NK

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Table of Contents

No	Contents	Page
1.	Introduction	1
2.	Purpose	1
3.	Background	1
4.	Scope of Work	1
5.	Responsibilities	2-3
5.1.	Service Provider Responsibilities	2-3
5.2.	SASSA Responsibilities	3
6.	Conditions of the Bid	4 - 7
7.	Monitoring and Evaluation	7
8.	Compulsory Briefing Session	7
9.	Evaluation Criteria	7
9.1.	Phase 1: Mandatory Requirements	7-8
9.2.	Phase 2: Functionality Criteria	8-11
9.3.	Phase 3: Administrative Compliance	11
10.	Accredited Bidder(s)	11-12
11.	Period of Contract	12
12.	Submission of tender documents	12
12.	Enquiries	12

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1. INTRODUCTION

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

SASSA operates in Mpumalanga Region (Province) with four (04) District offices namely: Bushbuckridge, Ehlanzeni, Gert Sibande and Nkangala District in charge of the administration and management of social assistance. Amongst the services offered by the Agency is the social relief of distress grant which entails the provision of school uniforms to qualifying applicants. The agency will accredit a panel of service providers to supply and deliver school uniform to the identified and approved leaners in different schools within the Mpumalanga region.

2. PURPOSE

To invite potential service providers to bid for the supply and delivery of Social Relief of Distress in the form of School Uniform in Mpumalanga Region for the period of thirty-six months (36).

3. BACKGROUND

Social Relief of Distress (SRD) is one of the SASSA's grant types geared to provide immediate relief to families, individuals in distress or in dire need or are unable to meet their family's most basic needs. Part of the intervention in SRD is the provision of school uniforms to the identified needy learners.

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It is against this background that SASSA Mpumalanga Region invites service providers to submit bids to supply and deliver school uniforms in Mpumalanga Region.

4. SCOPE OF WORK

Successful service providers must be able to supply and deliver school uniforms to the identified learners in different schools across Mpumalanga Region in accordance with SASSA school uniform specification as set out on **Annexure A.**

5. RESPONSIBILITIES

5.1. Service provider's responsibilities: -

- Upon receipt of purchase order, the service provider must ascertain the quality, size, measurements and colour of the items at the identified school.
- Upon receipt of official purchase order, supplier must verify the authenticity of the order with the agency.
- The supplier shall ensure the confidentiality, security and protection of all information exchanged with the agency, safeguarding such information against unauthorised access, disclosure, alteration or use, and ensuring that it is handled in accordance with applicable data protection and confidentiality requirements.
- To fit each learner before packaging the school uniform.
- Package each school uniform set into a clear pack, ensure proper labeling of each pack, and deliver the labeled packs to the designated school.

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- Provide delivery notes on the day of delivery, to be signed by the designated SASSA representative as confirmation of receipt.
- All information provided by the Agency for the supply of school uniforms must be treated with strict confidentiality and handled in compliance with the Protection of Personal Information Act, No. 4 of 2013 (POPIA)

5.2. SASSA responsibilities: -

- Provide the appointed service provider with detailed specifications of the items to be procured.
- Supply the service provider with all necessary information required for the delivery of school uniforms, including estimated learner measurements (to be verified by the service provider)
- Issue purchase order(s) to the appointed service provider(s) in line with procurement requirements.
- Coordinate and facilitate access for the appointed service provider to the respective schools to enable the taking of learner's measurements. The process shall include the verification of information, which includes the learner's sizes, gender, color preferences, special needs requirements.
- Receive and verify the delivered goods against the purchase order and specifications.
- Sign the delivery note as confirmation of receipt.
- Enforcing accountability and compliance with the terms of the contract/ service level agreement (SLA) post appointment

6. CONDITIONS OF THE BID

6.1. Only textiles, clothing, leather, and footwear that are locally produced or locally manufactured, meeting a 100% threshold for local production and content using local raw materials or inputs, will be considered for this bid.

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6.2. No delivery shall be made prior to the issuance of an official purchase order by the Agency.

6.3. No delivery shall take place without the presence of a designated SASSA representative.

6.4. The service provider must supply and deliver school uniforms within **30** days of receiving an official purchase order for quantities below **100**, and within **60** days for quantities of **100** or more.

6.5. In instances where the service provider is unable to adhere to the timelines stipulated in paragraph 6.4, it is the service provider's responsibility to submit a written request to the Agency, providing justifiable reasons and obtaining formal approval. Failure to comply with the requirements of paragraphs 6.4 and 6.5 may result in cancellation of the purchase order.

6.6. The Agency shall not bear any costs for items returned due to non-compliance with the required specifications.

6.7. The quality of the school uniforms must comply with the standards set by the South African Bureau of Standards (SABS).

6.8. The service provider shall assume full responsibility and accountability for the execution of all functions associated with the contract.

6.9. The successful service provider shall be required to enter into a Service Level Agreement (SLA) with the Agency.

6.10. The Agency shall make payment to the service provider within 30 days of receiving a valid invoice.

6.11. The Agency reserves the right to appoint more than one bidder.

6.12. Bidders must initial every page of the bid specification and the bid proposal and ensure that all attachments are properly numbered.

6.13. Joint ventures related to this project will only be considered valid if supported by a signed agreement between all parties involved. The applicable submission must include a resolution by the legal entity,

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consortium, or joint venture authorizing a dedicated person(s) to sign documents on behalf of the firm/consortium/joint venture. The Agency (SASSA) will enter into a single contract with the principal bidder.

6.14. A consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate together with a combined Tax Verification PIN for the tender.

6.15. Bidders will be disqualified if found to have misrepresented information in their bid proposals. The General Conditions of Contract issued by National Treasury shall apply to this bid.

6.16. All information and documents must be regarded as confidential and may not be used for any purpose other than for the one intended without written consent from the Agency.

6.17. SASSA reserves the right to cancel or terminate the bid process at any stage, including after the closing date, after presentations have been made, after bids have been evaluated.

6.18. SASSA shall not be held liable for any expenses incurred by bidders during the bidding process.

6.19. Each bid, once submitted, shall constitute a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer may not be amended after the date of submission.

6.20. SASSA may, at any time and for any reason during the selection process, request bidders to provide additional information and/or documentation.

6.21. After careful consideration and thorough evaluation of the proposals, SASSA shall select the successful bidder(s) whose submission meets the criteria and requirements of the bid.

6.22. The cheapest price offered shall not necessarily be the decisive factor in the evaluation and selection of proposals.

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6.23. Accredited bidders shall be requested to provide quotations as and when required, which will be evaluated in accordance with the Agency's supply chain management processes.

6.24. The successful bidder(s) shall be published in the official e-tender and SASSA Website.

7. MONITORING AND EVALUATION

- The Agency will conduct pre-delivery inspections of the school uniforms to be supplied, ensuring compliance with specifications and quality standards.
- Beneficiaries and school principals may be interviewed to assess the quality of service rendered and to evaluate the supplier's ability to deliver the required services effectively.
- SASSA shall convene meetings with the service provider(s) as an when required, to monitor progress, assess service provider's performance, address any challenges or matters of concern, and discuss issues relating to the implementation of the contract.

8. COMPULSORY BRIEFING SESSION

All interested service providers must attend the briefing session, as outlined in the invitation to bid.

9. EVALUATION CRITERIA

Bid documents will be evaluated in terms of the below-mentioned criteria:

9.1. PHASE 1. MANDATORY REQUIREMENTS

To qualify for evaluation, bidders must meet **ALL** the mandatory requirements as indicated on the table below:

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MANDATORY REQUIREMENTS

- Attendance of compulsory briefing sessions will be conducted as follows:

District	Venue	Address
Ehlanzeni and Bushbuckridge	Ehlanzeni District office	41 Bester street, Mbombela 1200
Gert Sibande and Nkangala	Gert Sibande District office	35 Joubert street, Ermelo 2350

- **Bidders must attend at least one (1) briefing session**
- **Bidders who did not attend *any* of the briefing sessions will be disqualified.**

- Bidders are required to submit **a bank rating letter issued by their respective registered banking institutions as part of their bid submissions**. The bank rating letter must reflect a minimum rating of **A or B to** demonstrate the bidder's financial standing and credit worthiness.
- The letter must be signed and authenticated by an authorized bank official and must not be older **than 3 months at the closing date of the bid.**
- **Bidders must submit a duly completed and signed consent form authorizing the Agency to obtain and verify information relating to the bidder's bank rating directly with the relevant financial institution.** The consent form must grant the agency the permission to engage with the financial institution for the purpose of verifying the bank rating submitted as part of the bid documentation .
- Failure to submit the duly completed and signed **consent form will result in the disqualification of the bidder.**

- Bidders must demonstrate experience in the supply and delivery of school uniforms within the past six (6) years (from 2020 to 2026). Bidders must fully complete and sign Annexure B)

The following returnable documents must be attached on this Mandatory Phase

- **Bank rating letter A or B not older than 3 months**
- **Consent form: Annexure C- to authorise the Agency to verify the letter submitted with the relevant financial institution**
- **Fully completed Annexure B and duly signed.**

NB: Bidders are required to comply with ALL the mandatory requirements stipulated in these Terms of References. *Bidders that fail to meet any of the mandatory requirements will be deemed non-compliant and will be disqualified to proceed to the next phase of evaluation.*

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PHASE 2: FUNCTIONALITY CRITERIA

Bids will be evaluated based on the supporting documentation submitted by bidders, in line with the functionality criteria outlined below. Each criterion will be scored according to the values assigned, and bidders must achieve the minimum threshold score to proceed to the next phase of evaluation.

Scoring Scale:

1 = Poor / Limited evidence provided

2 = Fair / Partial evidence provided

3 = Good / Adequate evidence provided

4 = Very Good / Strong evidence provided

5 = Excellent / Comprehensive evidence provided.

Description of criteria	Weight
Relevant Experience **Bidder's number of past projects on supply and delivery of school uniform from where similar service(s) were rendered** (*Bidders should demonstrate a track record in the supply and delivery of school uniforms within six (6) years. Supporting documentation: reference letters and contracts, or purchase orders.* ▪ 0 – 2 projects (1) ▪ 3 – 5 projects (2) ▪ 6 – 8 projects (3) ▪ 9 – 11 projects (4) ▪ 12 projects and above (5)	40

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20 YEARS OF SASSA ANNIVERSARY 2006-2026
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Confirmation letter(s) in company's letterhead duly signed by the authorising official accompanied by order(s) or award letter(s)	
Bidder's highest value of past project in the supply and delivery of school uniform where similar service(s) were rendered. ***The evaluation will consider the highest monetary value where the bidder demonstrated the capacity to manage and successfully deliver the project.*** ▪ R0 – R30 000 (1) ▪ R30 001– R100 000 (2) ▪ R100 001 – R200 000(3) ▪ R200 001 – R400 000 (4) ▪ R400 001 and above (5) **Confirmation letter(s) in company's letterhead duly signed by the authorising official accompanied by order(s) or award letter(s)**	30
Bank rating letter issued by the respective registered banking institutions *(the letter must be signed and authenticated by an authorised bank official and must not be older than 3 months at the closing date of the bid)* ▪ Letter grade B (4) ▪ Letter grade A (5) ***NB: the agency reserves the right to verify the authenticity and validity of the bank rating letter directly with the financial institution.***	20

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Methodology **Provide a detailed methodology to cover the scope of work including how the work will be performed e.g. but not limited to the following elements:** (*Clear methodology and timelines for delivery.* *Supporting documentation: project plan, delivery schedule, and risk management strategy*) 1.1 Execution plan 1.2 Pre implementation plan 1.3 Implementation strategy 1.4 Contingency plan ▪ Poor = 1 ▪ Average = 2 ▪ Good = 3 ▪ Very good = 4 ▪ Excellent = 5	10
Total	**100**

Bidders are advised that functionality will be scored out of a maximum of 100 points. A minimum of 70 points is required to qualify for further evaluation

Bidders who fail to achieve at least 70 points out of 100 in the functionality evaluation will be disqualified.

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9.3 PHASE 3: ADMINISTRATIVE COMPLIANCE

No.	Administrative Compliance
1.	Proof of Registration on the Central Supplier Database (CSD) with National Treasury
2.	Tax verification PIN and Tax compliant status on CSD
3.	Certified copy of CIPC registration (not older than 6 months)
4.	Certified Identity Documents of Directors/Members as per CSD registration report (certified within 6 months)
5.	Fully completed, dated and signed Standard Bidding Document Forms (SBDs); SBD1, SBD 6.1, SBD 6.2, SBD 4 and Annexure C.

NB: Failure to comply with the above requirements may lead to disqualification of the bid.

10. ACCREDITED BIDDER(S)

Accredited bidder(s) will be requested to quote as and when required.

Subsequent to the award all the bidder/s will be further evaluated by using the 80/20 price and specific goals as follows.

Price and Specific Goals	100
Price	80
Specific goals	20

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Table

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 ownership	12
B-BBEE Status Level 3 - 4 contributor	8
B-BBEE Status Level 5 - 8 contributor	4
Non-compliant contributor	0

NB: 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.

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11. PERIOD OF CONTRACT

The duration of the contract shall be for the period of thirty-six (36) months.

12. SUBMISSION OF TENDER DOCUMENTS

All bid documentation must be well-packaged and deposited into the designated tender box located at 18 Ferreira street, Mbombela 1201, on or before the stipulated closing date and time.

13. ENQUIRIES

Enquiries may be directed to:

For Technical enquiries
Ms Lungile Mthimunye
(013) 754 9436
lungilemt@sassa.gov.za

For Administrative enquiries
Mr Fausto Shabangu
(013) 754-9333
faustos@sassa.gov.za

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ANNEXURE A: SCHOOL UNIFORM ITEMS

The table below indicates the clothing items which may be provided per child once every two years

GIRLS	QUALITY	COLOUR
1 x Pair girls' shoes	Genuine leather	Black
3 x Pairs socks	100% cotton	As per school uniform colour
2 x Tunics or Skirts or culottes or short pants (applicable to school)	Good quality	As per school uniform colour
2 x long pants (girls' trousers)	65% polyester & 35% viscose	As per school uniform colour
2 x Shirts/golf shirts (applicable to school)	Good quality	As per school uniform colour
2 x short tights	65% polyester & 35% cotton	As per school uniform colour
1 x Jersey	100% acrylic	As per school uniform colour
3 x Panties	100% cotton	Any colour except white
2 x Vests	100% cotton	White
1 x Tie (if applicable)	Good quality	As per school uniform colour
1 x Track suit	Good quality	As per school uniform colour
1 x Drimac (if required as Part of uniform)	Good quality	As per school uniform colour
1 x Pull over	Good quality	As per school uniform colour
1 x School bag (30L x 13W x 45H cm)	Good quality	As per school uniform colour
1 x Raincoat (PVC/polyester raincoat)	Good quality	As per school uniform colour
1 x Gumboots (Material: virgin PVC sole and upper)	Good quality	As per school uniform colour
1 x Blazer (100% polyester twill/viscose mix or polyester/viscose mix)	Good quality	As per school uniform colour
1 x Sports short (100% recycled polyester fibers	Good quality	As per school uniform colour
1 x Sports t-shirt or golf shirt (100% polyester)	Good quality	As per school uniform colour
Total items		

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BOYS	QUALITY	COLOUR
1 x Pair boy's shoes	Genuine leather	Black
3 x Pairs socks	100% cotton	As per school uniform colour
2 x Shorts pants	65% polyester & 35% viscose	As per school uniform colour
2 x long pants (school trousers)	Good quality	As per school uniform colour
1 x Belt	Genuine leather	Black
2 x Shirts (short and / long sleeves) / golf shirts (as per required school uniform)	65% polyester & 35% cotton	As per school uniform colour
1 x Jersey	100% acrylic	As per school uniform colour
3 x Underpants	100% cotton	Any colour except white
2 x Vests	100% cotton	White
1 x Tie (if applicable)	Good quality	As per school uniform colour
1 x Track suit	Good quality	As per school uniform colour
1 x Drimac (if required as Part of uniform)	Good quality	As per school uniform colour
1 x Pull over	Good quality	As per school uniform colour
1 x School bag (30L x 13W x 45H cm)	Good quality	As per school uniform colour
1 x Raincoat PVC/polyester raincoat)	Good quality	As per school uniform colour
1 x Gumboots (Material: virgin PVC sole and upper	Good quality	As per school uniform colour
1 x Blazer (100% polyester twill/viscose mix or polyester/viscose mix)	Good quality	As per school uniform colour
1 x Sports short (100% recycled polyester fibers)	Good quality	As per school uniform colour
1 x Sports t-shirt or golf shirt (100% polyester)	Good quality	As per school uniform colour
Total items		

NB: School colours and logo to be confirmed with the school. "Only locally produced or locally manufactured textiles, clothing, leather and footwear with 100% threshold for local production and content will be considered".

23/11/2026

LP MTHIMUNYE
MANAGER: DISASTER MANAGEMENT

DATE

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ANNEXURE B

EXPERIENCE IN THE SUPPLY AND DELIVERY OF SCHOOL UNIFORM

NB: SASSA has the right to confirm the details captured in this table. Any misrepresentation of information shall result in disqualifying of the bid proposals. (In case more space is required bidders are allowed to make copies).

Name of client / organization where project was executed	Contract period		Is the contract current or past? Please indicate accordingly	Nature of Service(s) Provided (School Uniform)	Contact Person(s) and telephone number(s) of your client		Total Cost of the project(s)
	Start date) Day/Month/Year	(End date) Day/Month/Year			Name	Contact	

Bidders Name: _____

Name of Signatory: _____

Capacity of Signatory: _____

Signature: _____

Date: _____

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ANNEXURE C: CONSENT FORM

BID/TENDER NUMBER: _____

BID/TENDER DESCRIPTION: _____

CONSENT TO VERIFICATION OF INFORMATION AND PROCESSING OF PERSONAL INFORMATION

I/We, the undersigned, acting on behalf of:

Company/Entity Name: _____

Registration Number: _____

Income Tax Number: _____

CSD Supplier Number: _____

hereby acknowledge, agree and consent to the following:

1. Verification of Information

I/We_____ authorize the **SASSA** and its authorized representatives to verify any information submitted as part of this bid, including but not limited to:

Company registration details:

Central Supplier Database (CSD) registration details;

Banking details;

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3. Processing of Personal Information

I/We_____ acknowledge that any personal information supplied as part of this bid may be processed solely for purposes related to the administration, evaluation, adjudication, award and management of this bid and in accordance with the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) (POPIA).

4. Accuracy of Information

I/We_____ declare that all information submitted in this bid is true, accurate and complete. I/We understand that the submission of false, misleading or fraudulent information may result in the disqualification of the bidder.

5. Acceptance

I/We_____ confirm that I/we have read, understood and accepted the contents of this consent form and that I/we are duly authorized to provide this consent on behalf of the bidder.

BIDDER DETAILS

Name of Bidder/Company:

Name of Authorized Representative:

Capacity/Designation:

Identity Number/Passport Number:

Signature:

Date:

Company Stamp (Where Applicable)

IMPORTANT

This Consent Form is a **mandatory returnable document.** Failure to fully complete, sign and submit this form with the bid documents will result in disqualification.

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