

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA: 05-25-FM-GP

BID DESCRIPTION: APPOINTMENT FOR A PANEL OF A MINIMUM OF THREE (3) AND MAXIMUM OF SEVEN (7) CIDB ACCREDITED SERVICE PROVIDERS TO BE APPOINTED FOR PROVISIONING OF BUILDING MECHANICAL (ME) AND HEATING, VENTILATION AND AIR CONDITIONING (HVAC) MAINTENANCE FOR SASSA VARIOUS OFFICES IN GAUTENG REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Name of Institution: The South African Social Security Agency

Place where goods, works or services are required: SASSA Gauteng District Offices and Local Offices.

Date Published: 20 November 2025
Closing Date / Time: 12 January 2026 @11:00am

Bid Enquiries:
Contact Person: MR MMATHUME NKADIMENG

Email: Mmathumen@sassa.gov.za <[mailto: Mmathumen@sassa.gov.za](mailto:Mmathumen@sassa.gov.za)>
Telephone number: 011 241 8474 <<tel:011 241 8474>>

Technical Enquiries:
Contact Person: MR MANARE MESO

Email: ManareM@sassa.gov.za <[mailto: ManareM@sassa.gov.za](mailto:ManareM@sassa.gov.za)>
Telephone number: 011 241 8541 <[tel: 011 241 8541](tel:011 241 8541)>

Where bid documents can be obtained:
Website: <https://etenders.treasury.gov.za> <<https://etenders.treasury.gov.za>> /
www.sassa.gov.za <<http://www.sassa.gov.za>>

Physical Address:
SASSA Gauteng Regional Office, 222 Smit Street, 5th Floor, Braamfontein, 2001

Compulsory Briefing Session:
N/A
Special Conditions:
N/A



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

South African Social Security Agency
Gauteng Region

222 Smit Street • Braamfontein
Private Bag X120 • Marshal town 2107
Tel: 011 241 8300
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: 05-25-FM-GP	CLOSING DATE: 12 January 2026	CLOSING TIME:	11:00 am	
DESCRIPTION	APPOINTMENT FOR A PANEL OF A MINIMUM OF THREE (3) AND MAXIMUM OF SEVEN (7) CIDB ACCREDITED SERVICE PROVIDERS TO BE APPOINTED FOR PROVISIONING OF BUILDING MECHANICAL (ME) AND HEATING, VENTILATION AND AIR CONDITIONING (HVAC) MAINTENANCE FOR SASSA VARIOUS OFFICES IN GAUTENG REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA Gauteng Regional Office: 222 Smit Street, 5th Floor, Braamfontein, 2001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Mmathume Nkadimeng		CONTACT PERSON	Mr Manare Meso	
TELEPHONE NUMBER	011 241 8474		TELEPHONE NUMBER	011 241 8541	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MmathumeN@sassa.gov.za		E-MAIL ADDRESS	ManareM@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.					

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."

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: 05-25-FM-GP**

Closing Time **11:00**

Closing date: **12 January 2026**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
	1	BUILDING MECHANICAL (ME) AND HEATING, VENTILATION AND AIR CONDITIONING (HVAC) MAINTENANCE	** (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



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SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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



SASSA

SBD4

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....
.....

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.



SASSA

SBD4

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

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.

SBD4



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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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:

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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)

General Conditions of Contract

1. Definitions

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

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

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

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

- 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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force
Majeure**

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

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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

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



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

**TERMS OF REFERENCE FOR A PANEL OF A MINIMUM OF THREE (3) AND
MAXIMUM OF SEVEN (7) CIDB ACCREDITED SERVICE PROVIDERS TO BE
APPOINTED FOR PROVISIONING OF BUILDING MECHANICAL (ME) AND
HEATING, VENTILATION AND AIR CONDITIONING (HVAC) MAINTENANCE FOR
SASSA VARIOUS OFFICES IN GAUTENG REGION FOR A PERIOD OF THIRTY-SIX
(36) MONTHS**

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1. PURPOSE

1.1. To appoint a minimum of three (3) and maximum of seven (7) service providers to provide mechanical building maintenance (ME), including heating, ventilation, air conditioning (HVAC), for South African Social Security Agency (SASSA) in various offices in the Gauteng Region as and when required for a period of 36 months. This includes but is not limited to executing planned and emergency maintenance (call-out basis), upgrading, extending existing installations and performing new installations.

2. BACKGROUND

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

2.2. SASSA Gauteng Region is currently structured as follows:

- a. Regional Office
- b. District Offices
- c. Local Offices
- d. Service Points, and
- e. Record Management Centre.

2.3. SASSA is committed to ensuring that the environment at Regional, District, Local and Service Points is conducive for delivery of services and that disruptions due to infrastructure issues are minimised. SASSA strives to ensure that its office buildings comply with the requirements of the Occupational Health and Safety Act (OHSA) through maintenance as and when required.

3. LEGAL FRAMEWORK

3.1. The following non-exhaustive list of legislation and regulations constitutes the legislative framework that will govern and influence the maintenance of office buildings. These pieces of legislation or framework will guide the level and standards of maintenance services required:

Bidders' Initial.....

- a. Public Finance Management Act (PFMA), No. 1 of 1999
- b. Government Immovable Asset Management Act (GIAMA), No.19 of 2007
- c. South African Bureau of Standards: National Building Regulations
- d. Occupation Health and Safety Act of 1993 (OHSA) and Regulations
- e. Construction Industry Development Board Act (CIDB)
- f. Municipal By-laws and any special requirements of the Local Authority.

4. SCOPE OF WORK

4.1. The services will be required in the following offices:

REGIONAL OFFICE

No.	Office
1.	Gauteng Regional Office

JOHANNESBURG DISTRICT

No.	Office
1.	Alexandra Local Office
2.	Chiawelo Local Office
3.	Ennerdale Local Office
4.	Lenasia Local Office
5.	Soweto Local Office
6.	Orange Farm Local Office
7.	Johannesburg Local Office
8.	Midrand Local Office
9.	Eldorado Park Local Office
10.	Orlando West Local Office

TSHWANE DISTRICT

No	Office
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Bidders' Initial.....

1.	Atteridgeville MPCC Service Office
2.	Bronkhorstspuit Local Office
3.	Ekangala Local Office
4.	Ga-Rankuwa Local Office
5.	Mamelodi Pretoria Local Office
6.	Mamelodi-Mini Minitorium MPCC
7.	Soshanguve Pretoria Local Office
8.	Pretoria Local Office
9.	Temba office Local Office

SEDIBENG DISTRICT

No.	Office
1.	Sebokeng Local Office
2.	Vereeniging Local Office
3.	Heidelberg Local Office
4.	Meyerton Local Office
5.	Ratanda Local Office
6.	Mafatsane Local Office

WEST RAND DISTRICT

No.	Office
1	Khutsong Local Office
2	Kagiso Local Office
4	Randfontein Local Office
5	Krugersdorp Local Office
6	Roodepoort Local Office
7	Carletonville Local Office
8	Fochville Local Office
9	Dobsonville Local Office

EKURHULENI DISTRICT

No.	Office
1.	Benoni Local Office
2.	Duduza Local Office
3.	Kwa-Thema Local Office
4.	Tembisa 1 Local Office
5.	Tembisa 2 Local Office
6.	Vosloorus Local Office
7.	Thokoza Local Office
8.	Tsakane Local Office
9.	Springs Local Office
10.	Nigel Local Office
11.	Germiston Local Office
12.	Reiger Park Local Office

4.2. The above list is subject to change as offices may be added or removed. Additionally, Local Offices and Service Points to be targeted will be based on mechanical building maintenance and HVAC need as they occur. The needs may arise because of, among others, required preventative measures, aging of the buildings, a need to upgrade facilities, natural and/ or man-made events or conditions etcetera.

5. KEY DELIVERABLES

5.1. The services involve comprehensive, minor and major works in **mechanical building and HVAC maintenance**:

- Services must be rendered within the specified period to be determined in relation to the seriousness and/or urgency of the situation as well as the complexity and type of work.
- Restoration of SASSA facilities to make them safe, secure and functional immediately after disastrous events or emergencies.

5.2. SASSA offices are in a state where they require frequent maintenance, repairs and upgrades to ensure that SASSA core business is not interrupted.

Bidders' Initial.....

6. BID CONDITIONS

6.1. The following conditions apply to the panel, and if any of the conditions are not met the appointment of the panel will not be considered: -

- a. SASSA will negotiate rates for labour and any mark-up on parts replaced with successful bidders prior to appointment on the panel. Labour rates will be as determined by relevant bargaining councils while mark-up for parts replaced will be as prevalent in the maintenance and repairs industry. Bidders who do not agree to the above figures will be deemed to have declined their inclusion on the panel.
- b. SASSA reserves the right to cancel the contract forthwith and to terminate the services of the bidder(s) without prior notice to do so if the bidder(s) becomes unable for any reason whatsoever, to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder(s). In such an event, the bidder(s) shall, when called to do so, handover to SASSA all documents which are related to the contract.
- c. SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.
- d. The bidder(s) undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as is practically possible before the commencement of this agreement.
- e. The bidder(s) shall notify SASSA in writing of any change of address within five days hereof.
- f. SASSA reserves the right to inspect the services rendered by the bidder(s) at any time, to ensure that the service is rendered in accordance with the conditions of the contract and the site specification. To this end, a job card will be required upon completion of any emergency repairs while a close out report and any CoCs will be required upon completion of any planned repairs, renovations, extensions, upgrades and new installation.
- g. The norms and quality of the services rendered must be in accordance with the acceptable Normal Industry Standards.
- h. The bidder(s) shall take all possible steps to ensure that the contract and the intended execution take place.

- i. Bidders must also outline the activities that will be undertaken to implement and manage the relevant Occupational Health and Safety (OHS) protocols as well as risks associated herewith.
- j. SASSA reserves the right to conduct security background checks in respect of the recommended bidder(s) and its directors or members by the State Security Agency (SSA) or any suitably authorised entity that SASSA may utilise in this regard.
- k. The successful bidder(s) will enter into a Service Level Agreement (SLA) with SASSA.
- l. SASSA reserves the right to negotiate price(s) with the successful bidder(s).
- m. SASSA reserves the right to acquire the services of any contractor outside the appointed panel for any work that may fall within the scope of the panel appointed under this contract.
- n. SASSA reserves the right to cancel or not to award the contract to any service provider.
- o. The bid price, and any subsequent prices quoted in terms of this contract must be inclusive of all variable costs including any other related costs such as labour, mark-up and VAT.
- p. SASSA reserves the right not to accept the lowest quotation.
- q. SASSA reserves the right to return late quotation submissions unopened.
- r. No contractual relationship shall come into existence between SASSA and any sub-contractors or any other suppliers other than the contracted service providers. Hence, SASSA shall entertain no payment claims from any other party other than the contracted service providers. SASSA will only entertain progress payments for planned projects such as renovations, extensions, upgrades and new installations.
- s. Payments will be processed in accordance with deliverables accomplished as per the contract after inspection and validation. Proof of completion of the relevant deliverables shall be in the form of documentation stating completion of the relevant deliverables as signed off by both parties.
- t. 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.

7. SERVICE PROVIDER'S RESPONSIBILITIES

- 7.1. The service provider/s will be expected to perform in accordance with the standards set out by the SASSA.
- 7.2. The service provider/s will be expected to provide any related mechanical building and HVAC maintenance work according to the agreed specifications designed by SASSA.
- 7.3. Upon completion of work, the service provider/s must issue relevant certificates where required.
- 7.4. Deliver against the Purchase Order.
- 7.5. The service provider will be responsible for their own transportation costs.
- 7.6. Provide and execute everything necessary for the work to be completed in accordance with industry standards, OHS Act, and any other relevant regulations.
- 7.7. Provide diagnostic reports for any other repairs, maintenance, replacement and installation cost not included in the above mentioned.
- 7.8. Submit all relevant and required documents inclusive of safety file at the cost of the appointed service provider.
- 7.9. Include 3 months guarantee on the workmanship with no further or additional cost implications to SASSA.
- 7.10. Only good quality parts and materials that comply with SABS requirements may be used in the execution of the work. SASSA reserves the right to inspect material prior to installation and may refuse usage of the material should it be found not to comply with requirements.

8. SASSA RESPONSIBILITIES

- 8.1. SASSA will request quotations from the list of the selected service providers as and when required, in case of planned maintenance.
- 8.2. In cases where it is impractical or impossible to request quotations prior to commencement of work, such as in emergency situations or where quotations cannot be reasonably provided without repair work commencing, the appointed service provider will be expected to provide a detailed job card after completion of the repair work. Such job card to be accompanied by an itemised invoice.

8.3. SASSA will be expected to provide the appointed service providers with signed specifications when requesting quotations.

8.4. SASSA to pay the service provider/s within 30 working days upon receipt of the invoice.

8.5. SASSA reserves the right to terminate service providers contracts in the event where there is clear evidence of non/poor performance and/or deviations from the agreed scope, specifications and the signed contract. The Contractor who has been appointed on the database can only commence a project upon being issued with a purchase order, a job card and Site Handover Certificate indicating the contract amount and contract period as an indication that the site has been officially handed over for planned repairs and or planned maintenance.

8.6. Points awarded for BBBEE Status level of contribution will be evaluated for preference as follows:

- a. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement preference 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 accordance with the table below:
- b. Accredited service providers are herewith advised to note that the 80/20 preference points system will be applied during quotations.

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

9. COMPETENT STAFF

- 9.1. The Bidder shall use competent staff for execution of works.
- 9.2. Whenever reference is made in this bid document to "certified copies" of original documents, bidders shall ensure that such certified copies are not older than six (6) months on the date of submission of same.
- 9.3. Bidders shall satisfy SASSA in all respects that their technical staff are suitably qualified to carry out any specialised work.
- 9.4. Bidders must submit applicable trade test certificates in the mechanical trades such as fitting, turning, air conditioning, elevator technician, etcetera. Additionally, the following also apply:
- a. Bidders must submit a valid and certified proof of registration as a "Registered Person", by its key personnel, as electrical tester for single phase/installation electrician/master Installation electrician with the Department of Employment and Labour in terms of the Occupational Health and Safety Act, Regulation 11(1) of the Electrical Installation Regulations, 2009. This "Registered Person" will be responsible for all electrical connections to and from mechanical and HVAC systems and installations.
 - b. Bidders must submit valid and certified proof of registration as an "Authorised Gas Practitioner" by its key personnel with the South African Refrigeration & Air Conditioning Contractors Association (SARACCA), a member of the South African Qualification and Certification Committee (SAQCC) Gas, mandated by the Department of Employment and Labour in terms of the Occupational Health and Safety Act, and the Pressure Equipment Regulation 17.
- 9.5. Provide the necessary documentation as requested prior to the awarding of the contract. (For example, identity document, work permit or passport of employees.
- 9.6. Comply with All SASSA policies, procedures and regulations.
- 9.7. Ensure that all work performed, and all equipment used on site comply with the OHSA, 1993 (Act no. 85 of 1993) and any regulations promulgated in terms of this Act and the standard instructions of SASSA.

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9.8. The Appointment of the service provider will be subject to positive security screening results by the State Security Agency or any other entity that SASSA may use for this purpose.

9.9. The successful service provider will sign a confidentiality agreement regarding the protection of SASSA information that is not in the public domain.

10. PARTS

10.1. Parts, components and material must conform to South African National Standards (SANS 0001).

10.2. The Bidder must submit to SASSA any warranty for parts, components and material used in this contract in line with General Condition of Contract (GCC) of 2015 upon completion of work.

11. EXECUTION OF REPAIRS

11.1. SASSA reserves the right to execute repairs and replacements with any other Contractor.

11.2. Project Manager will submit specification of work to be carried out.

11.3. The Contractor shall commence with repair work within 24 hours after receipt of a purchase order and immediately in the case of emergency repairs in accordance with this contract.

11.4. If the Contractor fails to respond within the time limits as stated above, SASSA reserves the right to appoint any other supplier/ service provider to do the work without further notification to the Contractor.

12. HOURS OF WORK

12.1. The Contractor shall undertake to carry out the repair/servicing during normal working hours.

12.2. For any work that will be undertaken outside the normal working hours, an arrangement and permission must be granted by SASSA.

13. EMERGENCY REPAIRS

13.1. All emergency work will be in line with SASSA emergency policy.

13.2. Emergency repairs after hours may be executed when instructed by the SASSA Project Manager.

13.3. After the instruction has been issued, the service provider must respond and commence work immediately.

13.4. Should the service provider fail to commence work within a period of two hours, SASSA reserves the right to appoint another service provider.

14. SPECIAL NOTES TO BIDDERS

14.1. Service Provider/s shall be registered with the Workman's Compensation and shall provide SASSA with credible proof of such registration upon request thereof.

14.2. Service Providers must have the capacity, functional skills and experience to provide the services required by SASSA.

14.3. Prospective bidder/s must provide Company Profile with all the CVs of key staff. Relevant Skills, Attributes and Competencies in trades: (at least one CV for an artisan in the mechanical field, one CV for an air conditioner artisan/mechanic/technician, one CV for an electrician, all accompanied by trade test certificates in the relevant trade must be attached).

14.4. Bidders must also provide the company experience in terms of the values, years and past projects completed (**Annexure A**).

14.5. If it is shown that errors or shortcomings exist within the service provided, the service providers shall be notified in writing and shall be required to perform corrective services within 7 (seven) calendar days to remedy such errors at no cost to SASSA.

14.6. SASSA reserves the right to reject work that does not meet the required standard.

14.7. Penalties will be applied in line with GCC 2015.

14.8. The successful bidders will be expected to comply with, but not limited to, the following prescripts:

- a. Construction Industry Development Board Act 38 of 2000
- b. Occupational Health Safety Act 85 of 1993.
- c. Standard Specification for the Electrical Equipment and Installations for Mechanical Services Issue VIII December 1984.
- d. 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 SANS 10142-1: 2003 (all as amended). All such work shall be carried out by, or under the supervision of a Licensed Electrician only and all work done shall comply with the Standard Wiring

Regulations, S.A.B.S. 0142, as well as the Agency's Standard Specification for Electrical Equipment and Installations for Mechanical Services, Issue VIII, 1984.

- e. Municipal By-laws and any special requirements of the Local Authority.
- f. National Building Regulations and Building Standard Act 103 of 1977.

15. EVALUATION PROCESS:

15.1. All proposals will be evaluated in terms of the criteria stipulated in the bid document. The evaluation process will be carried out in terms of stage one and three phases as follows:

Stage One	Phase One-Mandatory Requirements Phase Two- Administrative Compliance Phase Three-Functionality
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15.2 STAGE ONE

a. PHASE ONE: MANDATORY REQUIREMENTS

Mandatory Requirements	Yes/No
Copy of valid registration with Construction Industry Development Board (CIDB) in 3ME PE Grade or higher.	
The Bidder must submit the following: - A valid and certified copy of proof of registration of its key personnel as a "Registered Person", as electrical tester for single phase/installation electrician/master installation electrician with the Department of Employment and Labour in terms of the Occupational Health and Safety Act, Regulation 11(1) of the Electrical Installation Regulations, 2009. - A valid and certified copy of proof of registration by its key personnel as an "Authorised Gas Practitioner" with the South African Qualification and Certification Committee (SAQCC) Gas, mandated by the Department of Employment and Labour in terms of the Occupational Health and Safety Act, and the Pressure Equipment Regulation 17.	
All artisans must be "qualified artisans" with a trade test (Attach certified copies of trade test certificate(s)).	

Mandatory Requirements	Yes/No
Valid certified copy of Compensation for Occupational Injuries and Diseases Act (COIDA) not older than six (6) months	

N.B Failure to submit the above mandatory documents will lead to bidders not being considered for further evaluation.

b. PHASE TWO: ADMINISTRATIVE COMPLIANCE

Administrative Compliance	Yes/No
Fully completed and signed SBD 1, SBD3.1, SBD 4 and SBD 6.1 Forms	
Tax Compliance Status print-out from SARS	
Copy of valid registration with Central Supplier Database (CSD)	
Certified valid BBBEE certificate/ Affidavit in case of EME's and QSE's	
Submission of a valid certificate which acts as proof that the bidder has registered as a member of the South African Refrigeration and Air Conditioning Contractors Association (SARACCA), or any recognised National Body for the relevant trade (Attach proof or a valid certificate).	

N.B Failure to submit the above after having been given the opportunity to re-submit will lead to the bid being disqualified and not proceeding to the next phase.

c. PHASE THREE: FUNCTIONALITY

Bidders will be evaluated in the following manner.

Poor = (1), Average = (2), Good = (3), Very Good = (4), Excellent = (5)

No	Criteria for functionality	Points
1	Capacity	10
	Vehicles The type and class of motor vehicle required for this contract is a minimum 1-ton LDV (light delivery vehicle) due to the nature of the building mechanical and HVAC industry. Only certified copies of Natis documents, not older than six (6) months, reflecting ownership of the vehicle, or a lease agreement reflecting the class of vehicle and the	

	entity it is to be leased from, or an intention to lease reflecting the class of vehicle and the entity it is to be leased from will be accepted.													
	<table><tr><td>Criteria</td><td>Points</td></tr><tr><td>• More than 4 vehicles</td><td>5</td></tr><tr><td>• 4 Vehicles</td><td>4</td></tr><tr><td>• 3 Vehicles</td><td>3</td></tr><tr><td>• 2 Vehicles</td><td>2</td></tr><tr><td>• 0 -1 Vehicle</td><td>1</td></tr></table>	Criteria	Points	• More than 4 vehicles	5	• 4 Vehicles	4	• 3 Vehicles	3	• 2 Vehicles	2	• 0 -1 Vehicle	1	
Criteria	Points													
• More than 4 vehicles	5													
• 4 Vehicles	4													
• 3 Vehicles	3													
• 2 Vehicles	2													
• 0 -1 Vehicle	1													
2	Expertise	30												
2.1	Qualifications The bidder must submit proof of employment of its key personnel in the form of signed copies of employment contract(s) or an intention to contract such personnel, signed by both parties. The bidder must submit proof of qualifications of key personnel referred to above, in the form of certified copies (not older than six (6) months) of qualifications at artisan level, in the building mechanical maintenance (ME) field in addition to a minimum of one (1) qualified air conditioner artisan/mechanic/technician (HVAC). <table><tr><td>Criteria</td><td>Points</td></tr><tr><td>• 1 qualified HVAC personnel plus 4 qualified building mechanical maintenance personnel</td><td>5</td></tr><tr><td>• 1 qualified HVAC personnel plus 3 qualified building mechanical maintenance personnel</td><td>4</td></tr><tr><td>• 1 qualified HVAC personnel plus 2 qualified building mechanical maintenance personnel</td><td>3</td></tr><tr><td>• 1 qualified HVAC personnel plus 1 qualified building mechanical maintenance personnel</td><td>2</td></tr><tr><td>• 1 qualified HVAC personnel</td><td>1</td></tr></table>	Criteria	Points	• 1 qualified HVAC personnel plus 4 qualified building mechanical maintenance personnel	5	• 1 qualified HVAC personnel plus 3 qualified building mechanical maintenance personnel	4	• 1 qualified HVAC personnel plus 2 qualified building mechanical maintenance personnel	3	• 1 qualified HVAC personnel plus 1 qualified building mechanical maintenance personnel	2	• 1 qualified HVAC personnel	1	
Criteria	Points													
• 1 qualified HVAC personnel plus 4 qualified building mechanical maintenance personnel	5													
• 1 qualified HVAC personnel plus 3 qualified building mechanical maintenance personnel	4													
• 1 qualified HVAC personnel plus 2 qualified building mechanical maintenance personnel	3													
• 1 qualified HVAC personnel plus 1 qualified building mechanical maintenance personnel	2													
• 1 qualified HVAC personnel	1													
3	Execution	15												
3.1	Project Implementation Methodology (15)													

	Bidder/s to provide detailed methodology that will demonstrate how the bidder intends to execute the programme. Criteria - Comprehensive project plan – initiation, planning, execution, monitoring and closing 5 - Detailed project plan – initiation, planning, execution and monitoring 4 - Project plan – initiation, planning and execution 3 - Project plan – initiation and planning 2 - No project plan 1 Points	
4	Risk Management Plan Describe possible risks that may hinder the effective implementation of the project of general maintenance and how to mitigate them. Criteria - Identification of risks, risk assessment, contingency plan, mitigation strategy, monitoring and more 5 - Identification of risks, risk assessment, contingency plan and mitigation strategy 4 - Identification of risks, risk assessment and contingency plan 3 - Identification of risks and risk assessment 2 - Identification of risks 1 Points	15
5	Financial Capability Original document as Confirmation of banking facility in the name of the bidding entity. In addition to confirmation in the name of the bidding entity, confirmation of capital in the form of cash reflecting in the bank account, confirmation of an overdraft or credit facility from a registered financial services provider. Criteria R800 001 and Above 5 Points	30

	• R600 001 – R800 000	4	
	• R400 001 – R600 000	3	
	• R100 001 – R400 000	2	
	• R100 000	1	
	Total		100
	Minimum threshold		70

NB: Only bidders who scored a minimum of 70 points will be considered for appointment and in line with the organisation's intention to appoint a minimum of (3) and a maximum of seven (7) bidders, the highest scoring bidders among those who met the minimum 70% will be appointed to the panel, up to a maximum of (7) bidders.

16. LATE SUBMISSION

16.1 Bids received at the address indicated in the bid documents, after the closing date and time, will not be accepted.

17. SUBMISSION OF BIDS

Address of the Region where bids should be submitted:

Gauteng Region

222 Smit Street, 5th floor

Braamfontein

18. ENQUIRIES

18.1. The following officials may be contacted in respect of bid inquiries, from the date of advert before the bid closing date.

Name and surname	Designation	Email	Contact
Mr. M.W. Meso	Technical	ManareM@sassa.gov.za	011 241 8541
Mr. M.N. Nkadimeng	Administrative	MmathumeN@sassa.gov.za	011 241 8474

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