

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA: 01-25-HRD-MP

Bid Description: The South African Social Security Agency hereby invites Service providers for the Appointment of accredited service providers for provision of training and development services within South African Social Security Agency (SASSA) Mpumalanga Region for the period of three (3) years (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: 29 October 2025

Closing Date / Time: 20 November 2025 @11:00am

Enquiries:

Supply Chain Management

Contact Person: Ms Gugu Masango
Email: guguma@sassa.gov.za
Telephone number: 013 754 9356

Project Manager

Contact Person: Mr Eric Mahlalela
Email: ericm@sassa.gov.za
Telephone number: 013 754 9389

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

Compulsory Briefing Session to be held as follows:

Date: 10 November 2025
Venue: 14 Bester Street (SASSA Ehlanzeni District office)
Time: 10:00am



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



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SASSA)					
BID NUMBER:	SASSA: 01-25-HRD-MP	CLOSING DATE:	20 /11 /2025	CLOSING TIME:	11:00 AM
DESCRIPTION	Bid Description: The South African Social Security Agency hereby invites Service providers for the Appointment of accredited service providers for provision of training and development services within South African Social Security Agency (SASSA) Mpumalanga Region for the period of three (3) years (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	Ms Gugu Masango	CONTACT PERSON	Mr Eric Mahlelela		
TELEPHONE NUMBER	013 754 9356	TELEPHONE NUMBER	013 754 9389		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	guguma@sassa.gov.za	E-MAIL ADDRESS	ericm@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ 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."			
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:

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**
- 2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

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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:

.....

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.....

.....

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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

.....

Signature

Date

.....

Position

Name of bidder

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.

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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.

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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</p> |

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 Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

TERMS OF REFERENCE

Appointment of accredited service providers for provision of training and development services within South African Social Security Agency (SASSA) Mpumalanga Region for the period of three (3) years (36 months)

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1. ABBREVIATIONS

ATR	Annual Training Report
B-BBEE	Broad Based Black Economic Empowerment Act, Act no 53 of 2003 as amended
CPI	Consumer Price Index
CSD	Central Supplier Database
CV	Curriculum Vitae
DHET	Department of Higher Education and Training
EME	Exempted Micro Enterprises
ETDSETA	Education Training and Development SETA
HRDSSA	Human Resource Development Strategy of South Africa
HCD&T	Human Capital Development and Transformation
PDPs	Personal Development Plans
NQF	National Qualification Framework
QCTO	Quality Council for Trades & Occupation
IRBA	Independent Regulatory Board of Auditors
JV	Joint Venture
NESPF	National Environmental Skills Planning Forum
PFMA	Public Finance Management Act, Act No1 of 1999 (as amended by Act 29 of 1999)
PPPFA	Preferential Procurement Policy Framework Act , No5 of 2000
PPR	Preferential Procurement Regulations, 2017
QSE	Qualifying Small Enterprises
SANAS	South African National Accreditation System
SASSA	South African Social Security Agency
SSA	State Security Agency
SBD	Standard Bidding Documents
SCM	Supply Chain Management
SLA	Service Level Agreement
TOR	Terms of Reference
VAT	Value Added Tax

2. INTRODUCTION AND BACKGROUND

- 2.1 The South African Social Security Agency (SASSA) is a public entity established by the South African Social Security Agency Act, 2004 (Act No.9 of 2004) and is classified as Schedule 3A 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.
- 2.2 SASSA's vision is to become: A leader in the delivery of social security services. Thus its mission is to administer social security services to eligible children, older persons and people with disabilities.
- 2.3 Through the unit of Human Capital Development and Transformation (HCD&T), SASSA has a mandate to equip all its employees through the provision of quality education and training with values, knowledge and skills that will enable them to contribute more effectively and efficiently within the Agency.
- 2.4 These terms of reference (TOR) were introduced to assist in identifying credible and accredited service providers with extensive experience and necessary resources to train SASSA employees through the identified training interventions.
- 2.5 SASSA Mpumalanga Region is currently structured as follows:
- 2.5.1 Regional Office
 - 2.5.2 District Offices
 - 2.5.3 Local Offices
 - 2.5.4 Service Offices
 - 2.5.5 Record Management Centre

3. PURPOSE

To support the unit-Human Capital Development and Training in fulfilling the Agency's goal of building capacity in a strategic manner through integration and coordination of **education and training initiatives**. This can be done through identifying accredited service provider/s to provide training and development services by implementing the identified skills development interventions aimed at enhancing the knowledge and skills of SASSA officials in Mpumalanga Region for a period of 36 months.

4. **OBJECTIVE**

To ensure that all employees identified to undergo particular skills development interventions, whether derived from generic trainings or Personal Development Plans (PDPs), are trained by accredited facilitators and training institutions who meet all the necessary requirements as per specification designed by the unit of Human Capital Development and Transformation.

5. **SCOPE OF WORK**

5.1 The scope of work for the service provider/s will be limited to Mpumalanga Region.

5.2 The accreditation project scope will include amongst others, the following programmes:

5.2.1 PFMA/Supply Chain Management Bid Committees' course (NQF aligned).

5.2.2 Employment Equity Consultative Committee (NQF aligned).

5.2.3 Public Service disciplinary code and procedures (NQF aligned).

5.2.4 Recruitment and selection (NQF aligned).

5.2.5 Business Writing Skills (NQF aligned).

5.2.6 Change management intervention (NQF aligned).

5.2.7 Emotional intelligence (NQF aligned).

5.2.8 Corporate Governance (NQF aligned).

5.2.9 Customer Care training (NQF aligned).

5.2.10 Coaching and Mentoring (NQF aligned).

5.2.11 Crucial conversations (NQF aligned).

5.2.12 Occupational Health and Safety Committee (NQF aligned).

5.2.13 Monitoring and Evaluation (NQF aligned).

5.2.14 Microsoft Office package (Basic, Intermediate and advanced) (NQF aligned)

5.2.15 Conflict Management (NQF aligned)

5.2.16 Corporate Governance (NQF aligned)

5.2.17 Cyber Security (NQF aligned)

5.2.18 Records Management (NQF aligned)

5.3 The unit standard number and the NQF level for each programme provided must be indicated as per the requirement.

6. **BID CONDITIONS**

- 6.1 The following conditions apply to the accreditation, and if any of the conditions are not met the accreditation will not be considered: -
- 6.2 SASSA reserves the right to cancel the contract forthwith and to terminate the services of the bidder(s) without prior notice to do so if the bidder(s) becomes unable for any reason whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder(s). In such an event, the bidder(s) shall, when called to do so, hand over to SASSA all documents which are related to the contract.
- 6.3 SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) which was not agreed upon by the contracting parties.
- 6.4 The bidder(s) undertake 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.
- 6.5 The bidder(s) shall notify SASSA in writing of any change of address within five days hereof.
- 6.6 The bidder(s) shall be responsible for all logistical arrangements including, but not limited to, training manuals ETC and venue/s or training platform.
- 6.7 The bidder(s) should cater for the different needs of employees with disabilities (deaf, blind and other disabilities)
- 6.8 SASSA reserves the right to request quotations from the accredited service provider/s beyond their scope of accreditation thus including of Personal Development Plan (PDPs) and other critical operational training interventions.
- 6.9 SASSA reserves the right to inspect the services rendered by the bidder(s) at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 6.10 The norms and quality of the services rendered must be in accordance with the acceptable standards of Training.
- 6.11 The bidder(s) shall take all possible steps to ensure that the contract and the intended execution take place.

- 6.12 Bidders must also outline the activities that will be undertaken in order to implement and manage the relevant Occupational Health and Safety (OHS) protocols as well as risks associated herewith.
- 6.13 SASSA reserves the right to conduct security background checks in respect of the recommended bidder(s) and its directors or members as well as registered security officers by the State Security Agency (SSA).
- 6.14 The successful bidder(s) will enter into a Service level Agreement (SLA) with SASSA.
- 6.15 SASSA reserves the right to negotiate price(s) with the successful bidder(s).

7. PUBLIC LIABILITY

- 7.1 The bidder(s) indemnifies SASSA from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting to death, injury or ailment of any person, or the damage of property of the bidder or any other person that may result from or be related to the execution of this contract.
- 7.2 The bidder(s) will be held responsible for any damage or theft by their employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by SASSA against the bidder. SASSA reserves the right to claim damages against the bidder arising out of negligence and/or poor performance by the bidder or its employees.
- 7.3 Bidder(s) must have public liability insurance with not less than R 5 million cover or a letter from the insurer indicating intention to take up cover at the time of submitting the bid documents.
- 7.4 In case of loss or damage to property resulting from providing service, the bidder(s) undertake to repair/rectify the damage immediately after the notification by Security Management in the Agency. If the bidder(s) fails to act after such notification, SASSA will rectify the damages, and the costs will be recovered from the bidder(s).

8. SERVICE PROVIDER/S RESPONSIBILITIES

- 8.1 The service provider/s will be expected to perform in accordance with the standards set out by the South African Social Security Agency (SASSA).
- 8.2 The service provider/s will be expected to provide training and development services according to the agreed specifications designed by South African Social Security Agency (SASSA).
- 8.3 Upon the completion of the programme/s or intervention/s, the service provider/s must issue relevant certificates to trainees.
- 8.4 The service provider/s shall be responsible for the conference package.
- 8.5 Service provider to deliver against the Purchase Order.
- 8.6 Ensure that the attendance register is signed by each learner on a daily basis for the duration of the training.
- 8.7 The service provider/s will be responsible for transport costs of facilitators.
- 8.8 Learner enrolment forms must be completed and copies provided to SASSA.
- 8.9 Ensure that the Portfolio of Evidence is submitted on a specified date.
- 8.10 Ensure that all learners sign the Portfolio of Evidence submission register.
- 8.11 The bidder(s) shall conduct themselves in courteous and professional manner.
- 8.12 Learning Programme/s must be facilitated, assessed, moderated and verified.
- 8.13 Training/s programme/s rendered must meet the accreditation and be NQF aligned (depending on the training required)

9. SASSA's RESPONSIBILITIES

- 9.1 SASSA will request quotations from the list of the selected accredited service providers.
- 9.2 SASSA will be expected to provide the selected accredited service provider/s with precise signed specifications when requesting quotations.
- 9.3 SASSA to arrange the necessary logistics to ensure attendance including but not limited to issuing of invites and nomination forms.
- 9.4 SASSA to pay the service provider/s within 30 working days upon receipt of the invoice.
- 9.5 SASSA to provide transport and accommodation for employees identified for training.

NB: subsequent to the award all the appointed bidder/s will be further evaluated by using the 80/20 price specific goals, this will be done as an when required.

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

10. CONFIDENTIALITY

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

11. CONTRACT PERIOD

The South African Social Security Agency (SASSA) will sign a 36-month (3years) contract with the service provider/s.

12. BID REQUIREMENTS

12.1 The service provider/s will be expected to provide a company profile that entails the following as attachments:

12.1.1 Past and current experience in providing skills development services through training employees on skills programmes/interventions.

12.1.2 The ability to provide and facilitate training in the listed above scope of work.

12.1.3 Total learners enrolled in each given year to date.

12.1.4 Total learners declared competent per year (sample to be provided as portfolio of evidence)

12.1.5 List of contactable references where similar training services were or are currently rendered.

12.1.6 Proof of Registration on Central Supplier Database (CSD) e.g. CSD report/MAAA number.

12.1.7 Tax printed pin.

12.1.8 Registration with the relevant SETA

12.1.9 Completed and signed Standard Bidding Document (SBD) forms

12.1.10 Bidder(s) must submit a BBEE Verification Certificate from a verification agency accredited by the South African National Accreditation System (SANAS), or sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths, together with the bid.

13. EVALUATION CRITERIA

The proposals shall be evaluated in terms of the below-mentioned criteria.

13.1. STAGE ONE: MANDATORY REQUIREMENTS

13.1.1. Registration/accreditation with the relevant SETA and/QCTO (copy of registration/accreditation certificate)

- Services SETA (Customer services)
- Education training and development SETA
- Public Service SETA
- Media information communication and technologies SETA
- FASSET-Finance and Accounting Services Sector Education and training Authority (accounting, auditing, consulting).
- HWSETA – Health and Welfare Sector Education and Training Authority

13.1. 2. Bidder(s) must have public liability insurance with not less than R 5 million cover or a letter from the insurer indicating intention to take up cover at the time of submitting the bid documents.

13.1.3. Company profile that entails the past and current experience in providing skills development services through skills programmes/interventions.

13.1.4. Attendance of compulsory briefing session.

Failure to meet the above requirements will lead to disqualification of the proposal.

13.2 STAGE TWO: Administrative Compliance

Potential service provider(s) must submit the documents listed in the Table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase, potential service provider(s)' responses will be evaluated based on compliance with the listed administration compliance.

Invitation to Bid – SBD 1	YES
Tax Status Pin	YES
Declaration of Interest – SBD 4	YES
Certified Identity Documents of company Directors	YES
Registration on Central Supplier Database (CSD)	YES

Failure to meet the above requirements may lead to disqualification

13.3. STAGE THREE - FUNCTIONALITY

Below are applicable values that will be utilized when scoring each criteria:

1 = poor, 2 = average, 3 = good, 4 = very good and 5 = excellent.

Criteria	Guidelines for criteria application	Weight
1.Capacity to deliver	Demonstrate the ability to provide and facilitate funding and training in the listed programmes by submitting the following: • Total learners enrolled per annum per approved unit standard (appointment letter with number of learners to be trained = 10 0-10 enrolled learners = 1 point 11-20 enrolled learners = 2 points 21- 30 enrolled learners = 3 points 31 – 40 enrolled learners = 4 points 41 and above enrolled learners = 5 points • Total portfolio of evidence submitted per unit standard per annum. (Database of learners printed from the seta system = 10 0-10 submitted portfolio of evidence = 1 11-20 submitted portfolio of evidence = 2 21-30 submitted portfolio of evidence = 3 31-40 submitted portfolio of evidence = 4 41 & above submitted portfolio of evidence = 5 • Total learners declared competent per unit standard per annum. (completion letters/completion certificate) =10	30

Criteria	Guidelines for criteria application	Weight
	0-10 learners declared competent = 1 11-20 learners declared competent = 2 21-30 learners declared competent = 3 31-40 learners declared competent = 4 41 and above learners declared competent = 5	
2. Experience	Company experience in terms of the values, and past projects completed. (Provide proof of award {letters of award/purchase orders} as well as proof of completion [referral letter/final delivery certificates]) • The highest value of completed projects in training=15 • R 20 000-40 000 = 1 point • R 40 001-60 000 = 2 points • R 60 001-80 000 = 3 points • R 80 001–100 000 = 4 points • R 100 001 and above = 5 points NB: Reference letter/s without the support of purchase order/completion letter will not be considered. = 15 • 0-2 Reference letters = 1 point • 3-5 Reference letters = 2 points • 6-8 Reference letters = 3 points • 9 – 11 Reference letters = 4 points • 12 and above Reference letters = 5 points	30

Criteria	Guidelines for criteria application	Weight
3. Bank letter of good standing, stamped by the Financial Credit Service Provider registered with NCR and must be valid for 6 months at the time of bid closing	• Bank letter grade F = 1 point • Bank letter grade E = 2 point • Bank letter grade D = 3 point • Bank letter grade C = 4 point • Bank letter grade A or B = 5 point	20
4.Methodology	Provide a detailed methodology to cover the proposed scope of work including how such work will be executed e.g. but not limited to the following elements: 1.1 Training plan 1.2 Pre implementation plan 1.3 Implementation strategy 1.4 Contingency plan 1.5 Post training evaluation ▪ Poor = 1 ▪ Average = 2 ▪ Good = 3 ▪ Very good = 4 ▪ Excellent = 5	20
	Total	100

Bidders that fail to score a minimum of 70 out of 100 points for functionality will be disqualified.

14. MONITORING AND EVALUATION

- 14.1 The service provider/s will be expected to enter into a service level agreement (SLA) with South African Social Security Agency. This SLA will form the basis for compliance monitoring.
- 14.2 There will be proper compliance with delivery timelines.
- 14.3 There will be provision for quality service and compliance to standards
- 14.4 The performance of the service provider/s will be assessed regularly, and should the required standards not be met, the contract may be terminated.

15. JOINT VENTURE AND CONSORTIUM

- 15.1 Joint ventures related to this project will only be valid if there is proof of the agreement signed by all parties involved. Submission of applicable resolution by the Legal Entity or consortium/joint venture, authorizing a dedicated person/s to sign documents on behalf of the firm/consortium/joint venture

16. KEY ASPECTS OF THE BID PROPOSAL

- 16.1 SASSA Mpumalanga Region reserves the right to contact the references as provided by bidders.
- 16.2 Bidders must fully complete the Standard Bidding Documents
- 16.3 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 16.4 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 16.5 SASSA is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation to this bid. SASSA reserves the right to appoint a bidder(s) who's bid most successfully conforms to the criteria and the requirements set out in the terms and conditions described in the TOR.
- 16.6 SASSA reserves the right to accredit one or more service provider/s, in whole or partial.

- 16.7 SASSA may for any reason, and at any time during the selection process request any bidder to supply further information and/or documentation.
- 16.8 The appointment of the successful bidder is subject to the conclusion of a Service Level Agreement (SLA) between SASSA and the successful bidder overing all rights and obligations related to the required services.
- 16.9 The SLA shall be prepared by SASSA to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by SASSA (whether arising from the specifications of the successful bidder's proposal or otherwise).
- 16.10 Bidder's which have not been selected shall be informed according through publication of the successful bidder/s in the same media that was used to advertise the bid.

17. COMPULSORY BRIEFING SESSION

Compulsory briefing session will be held with service providers on the date, time and venue determined by SASSA Mpumalanga Regional Office.

18. SECURITY AND CONFIDENTIALITY OF INFORMATION

The successful bidder/s must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, during the contract period and beyond. Information may only be disclosed to outside parties with prior written approval from the Agency.

19. SUBMISSION OF BIDS DOCUMENTS

The bidding documents should be deposited in the tender box suited at ground floor Mpumalanga Region during office hours.

Address:

18 Ferreira Street, Mbombela
1200

NB: Only bidding documents that will be submitted at the above-mentioned address will be considered.

20. The following contact details in respect of enquiries will apply:

a) Technical enquiries

Name of Region	Contact number	Contact person	Email address
Mpumalanga	013-754 9389	Mr. Eric Mahlalea	ericm@sassa.gov.za

b) Supply Chain Management

Name of Region	Contact number	Contact person	Email address
Mpumalanga	013-754 9356	Ms. Gugu Masango	guguma@sassa.gov.za