sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA: 19-26-GA-GP

BID DESCRIPTION: APPOINTMENT FOR THE ACCREDITATION OF NOT MORE THAN TWENTY-FIVE (25) MERCHANTS TO REDEEM SOCIAL RELIEF OF DISTRESS (SRD) FOOD VOUCHERS IN THE SASSA GAUTENG REGION FOR A PERIOD OF SIXTY (60) 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 2026
Closing Date / Time: 11 December 2026 @11:00am

Bid Enquiries:
Contact Person: MR MMATHUME NKADIMENG

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

Technical Enquiries:
Contact Person: MS NOZIZWE SHABANGU-PII

Email: NozizweS@sassa.gov.za <mailto: NozizweS@sassa.gov.za >
Telephone number: 011 278 9273<tel: 011 278 9273>

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:

Where bids should be delivered:

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

Compulsory Briefing Session:

30 November 2026,11h00 am at SASSA Benoni Local Office, 87 Elston Avenue

Special Conditions:
Yes

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	**SASSA: 19-26-GA-GP**	**CLOSING DATE: 11 December 2026**		**CLOSING TIME:**	**11:00 am**
DESCRIPTION	**APPOINTMENT FOR THE ACCREDITATION OF NOT MORE THAN TWENTY-FIVE (25) MERCHANTS TO REDEEM SOCIAL RELIEF OF DISTRESS (SRD) FOOD VOUCHERS IN THE SASSA GAUTENG REGION FOR A PERIOD OF SIXTY (60) 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	**Ms Nozizwe Shabangu-Pii**
TELEPHONE NUMBER	**011 241 8474**	TELEPHONE NUMBER	**011 278 9273**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**MmathumeN@sassa.gov.za**	E-MAIL ADDRESS	**NozizweS@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."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number: **SASSA:19-26-GA-GP**
Closing Time **11:00**	Closing date: **11 December 2026**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
	1	**(SRD) FOOD VOUCHERS**	** **(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

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.

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

SBD4

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Full Name	Identity Number	Name of State institution

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.



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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.

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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

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1. GENERAL CONDITIONS

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

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

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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.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

TERMS OF REFERENCE FOR THE ACCREDITATION OF NOT MORE THAN TWENTY-FIVE (25) MERCHANTS TO REDEEM SOCIAL RELIEF OF DISTRESS (SRD) FOOD VOUCHERS IN THE SASSA GAUTENG REGION FOR A PERIOD OF SIXTY (60) MONTHS

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ACRONYMS

B-BBEE : **Broad Black Based Economic Empowerment**

CIPC : **Companies and Intellectual Property Commission**

CSD : **Central Supplier Database**

DTI : **Department of Trade and Industry**

GCC : **General Conditions of Contracts**

GP : **Gauteng Province**

SABS : **South African Bureau of Standards**

SANAS : **South African National Accreditation System**

SASSA : **South African Social Security Agency**

SBD : **Standard Bidding Documents**

SLA : **Service Level Agreement**

SRD : **Social Relief of Distress**

TCC : **Tax Clearance Certificate**

A. GLOSSARY

1. **Agency:** The South African Social Security Agency established by the South African Social Security Agency Act, 2004.

2. **Beneficiary: Means** a person who receives social assistance.

3. **CSD:** Is a single database that will serve as the source of all supplier information for organs of state. The supplier information will be verified with institutions such as the South African Revenue Service, Companies and Intellectual Property Commission, Department of Home Affairs etc.

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4. **Disaster:** A disaster is when an unforeseen event impacts on a community, household or individual to the extent that available resources cannot cope with the problem effectively.

5. **Merchant:** is a person or business that buys and sells goods, often in large quantities. They can also be involved in retail trade of goods and services.

6. **Procurator:** Any person appointed by a beneficiary or the Agency to receive assistance on the beneficiary's behalf

7. **SASSA:** South African Social Security Agency mandated by the Social Assistance Act No.3 of 2004.

8. **SBD:** Standard Bidding Form for the procurement of goods and services.

9. **Service provider:** Any person or entity excluding employees of the Agency, who renders service for and on behalf of the Agency.

10. **SLA** Is a contract between a service provider and its internal or external customers that documents what services the provider will furnish and defines the service standards the provider is obliged to meet.

11. **Small Business:** Mean a separate and distinct business entity, including co-operative enterprises and non-governmental organisations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or subsector of the economy mentioned in column 1 of the schedule and which can be classed as micro-, a very small, a small, a small or medium enterprise by satisfying the criteria mentioned in column 3,4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Scheduled (Act no: 102 of 1996 National Small Business Act).

12. **Designated groups:** This means black people, women and people with disabilities. 'Black people' is a generic term which means, Africans, Coloureds ad Indians.

13. **SRD:** Refers to immediate in response to a crisis in respect of an individual, a family, or a community.

1. INTRODUCTION

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

2. OBJECTIVES

2.1 To invite suitable Merchants to express interest for accreditation by SASSA Gauteng Region to redeem Social Relief of Distress (SRD) food vouchers to eligible beneficiaries for a period of sixty **(60)** months.

2.2 To appoint and contract suitable Merchants to redeem Social Relief of Distress (SRD) vouchers to eligible beneficiaries for a period of sixty **(60)** months in Gauteng Region.

3. BACKGROUND

3.1 Social Relief of Distress (SRD) is one of the grant types offered by SASSA, aimed at providing immediate assistance to families experiencing extreme hardship and unable to meet their basic needs. As part of this intervention, food vouchers are issued to identified individuals in need.

3.2 To ensure that affected individuals and families have immediate access to groceries, SASSA has initiated an Expression of Interest procurement process. Through this process, suppliers in the retail sector within the Gauteng Region are invited to express interest in providing groceries to identified SRD beneficiaries via the redemption of food vouchers.

3.3 The accredited service provider must permit individuals whose applications have been approved by SASSA to redeem their food vouchers. Following the redemption, the service provider will be required to submit an invoice to SASSA for the groceries provided to the beneficiary.

4. SCOPE

4.1 The accredited Merchants must be able to:

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4.1.1 Supply family groceries to designated beneficiaries in various local municipalities within the Gauteng region upon SASSA's request and offer groceries to beneficiaries on a credit basis.

4.1.2 Provide groceries in accordance with the individual/beneficiaries' choice whilst complying with the exclusion list of the items as per attached **ANNEXURE A**

4.1.3 All interested suppliers will be assessed using a pre-determined accreditation process.

4.1.4 Provide groceries to beneficiaries who present valid method of identification or alternative identification documents as approved by SASSA.

4.1.5 The value of the Social Relief of Distress (SRD) food vouchers shall be predetermined by SASSA from time to time in line with its Social Relief of Distress Policy.

5. DELIVERABLES

5.1 Allow the beneficiary to purchase according to their personal requirements, within the basket of approved goods.

5.2 Pre-packaging of items on behalf of the beneficiary is prohibited.

5.3 Ensure that no items included on the attached exclusion list are provided, if this is not complied with SASSA will not pay for such items.

5.4 Issue goods to a beneficiary or a procurator, immediately upon the presentation of a valid voucher by a beneficiary or the procurator.

5.5 Prior to accepting the voucher, the supplier must confirm the identity document of the beneficiary/procurator presenting the voucher.

5.6 The value of goods issued by suppliers must not exceed the amount as stated on the food voucher.

5.7 Food vouchers must not be redeemed for cash.

5.8 Ensure that the food voucher presented by a beneficiary is not more than five **(5)** days older.

5.9 Goods provided must meet the same quality standards as those offered to general customers, with competitive pricing.

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5.10 All products must comply with recognized quality standards, including SABS/SANS and ISO.

6. MONITORING AND EVALUATION

6.1 Beneficiaries may be interviewed to validate the quality of service rendered and the retailer's ability to provide the required services.

6.2 Ad-hoc inspection will be conducted at random intervals by SASSA Officials.

6.3 The service provider will be expected to enter into a service level agreement with SASSA, which will form the basis for compliance monitoring.

7. REQUIRED SKILLS

7.1 The panel of accredited potential Merchants should be established retailer/wholesaler/shop specializing in the supply of household goods and groceries.

7.2 The business must be operational and open to the public and the stock in the shop is NOT meant exclusively for SASSA, but the general public.

7.3 The business should not be established with the intention of responding to this bid.

8. EVALUATION

8.1. EVALUATION STAGE AND PHASES

The BID will be evaluated on One (1) stage divided into Four (4) phases.

Stage One

a. **Phase One:** Mandatory requirements
b. **Phase Two:** Administrative compliance
c. **Phase Three:** Functionality Criteria
d. **Phase Four:** Inspection Compliance

8.1.1 EVALUATION CRITERIA

This bid proposals shall be evaluated in accordance with the following criteria:

STAGE ONE:

Phase One: Mandatory requirements

Mandatory Requirements	Compliant	Non-compliant
Attendance of compulsory briefing session		
Valid Business licence/Trading permit		
Bidders must provide a correct address, ownership and/ signed copy of lease agreement of the place of business where an inspection might be conducted.		

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

Phase Two: Administrative compliance

Administrative Compliance	Yes	No
Copy of valid registration with Central Supplier Database (CSD)		
Tax compliant status (tax pin).		
Certified ID copies not older than 6 months for all Company Directors.		
SBD Forms (SBD 1, SBD 3.1, SBD 4 and SBD 6.1) must be fully completed in black ink, initialled and signed.		
Certified valid BBBEE certificate or affidavit in the case of EME's and QSE's		

N.B. Failure to submit the above after having been given the opportunity to re-submit will lead to the bidder not being considered for further evaluation

N.B. Failure to submit the above after having been given the opportunity to re-submit will lead to the bidder not being considered for further evaluation

N.B. Bidders are required to declare all businesses registered under the bidder's name that are bidding in this bid on the Standard Bidding Document (SBD4).

Phase Three: Functionality:

Bidders are required to complete the provided form in full and submit all supporting documentation as specified, to ensure their bid is evaluated accurately against the outlined functionality criteria.

Value: 1 Poor; 2 Fair; 3 Average; 4 Good; 5 Excellent

No	Functionality	Weighing
1	**Store Capacity** Bidders must submit a formal floor plan of the shop as, approved by the local municipality. The floor plan must detail: • The layout of the shop. • The size in square meters. • Attach size **A4** colour photographs of the shop's exterior and interior. **OR** If a formal municipal-approved floor plan is not available, bidders must provide: • A clear drawing showing the shop's layout on a sheet not smaller than **A4. The bidder must sign and date the drawings.** • The size in square meters to be reflected. • Attach size **A4** colour photographs of the shop's exterior and interior. • All **A4** drawings and **A4** photographs must be presented on a separate page. **NB: Bidders must label attachments as "Annexure 8.1.1. A: Store Capacity"** **1.1** The size **(Square Metres)** of the shop. • +20 - 25 = **1** • +25 - 30 = **2** • +30 - 35 = **3** • +35 - 40 = **4** • +40 = **5**	**30 Points**
2	**Tellers Capacity** The Bidders are required to indicate the number of tellers operating the tills and supply employment contracts. **NB: Bidders must label attachments as "Annexure 8.1.1. B: Tellers Capacity"**	**15 Points**

	2.1 Tellers Capacity • 1 =**1** • 2 =**2** • 3 =**3** • 4 =**4** • 5 and more =**5**	
3	**Supplier Capacity** The bidders are required to disclose the value of the stock **(copies of *delivery notes/invoices*, signed and/or stamped and date not older than 6 months)** from the wholesaler's /cooperatives/ chain-stores/suppliers as a reference should be attached. **NB: Bidders must label attachments as "Annexure 8.1.1. C: Supplier Capacity"** **3.1** Estimated value of the stock as per the delivery notes/invoices. • R1- R250 000 =**1** • R250,001-R500,000 =**2** • R500,001-R750,000 =**3** • R750,001-R1,000,000 =**4** • R1,000,001-and more =**5**	**35 points**
4	**Variety of stock** The bidder should indicate the variety of stock they sell and supply, attach recent size **A4** photographs of stock displays clearly showing shelves or sections with general groceries, fresh produce, meat, electricity tokens, paraffin, wood, or coal **(show only the available and as required).** **NB: Bidders must complete information on the provided/attached "Annexure 8.1.1. D: Variety of stock"** • General Grocery only = **1** • General Grocery and Fresh Produce only = **2** • General Grocery, Fresh Produce and Meat only = 3 • General Grocery, Fresh Produce, Meat and Electricity only = **4** • General Grocery, Fresh Produce, Meat, Electricity and more (i.e. any of: Paraffin, Wood, Coal and Gas) = **5**	**20 points**

NB: Bidders who score less than 60 out of 100 points will be disqualified. Bidders with highest points will be appointed

Phase Four: Inspection Compliance

- Site inspection will be conducted to the bidders who scored **sixty (60)** and more points.
- Site inspection will be conducted at the operational addresses of the bidder as provided in the bid document.
- Inspections will only be conducted for shortlisted bidder(s) who have successfully passed Phase One, Phase Two, and Phase Three of the evaluation process.
- The purpose of the site inspection is to validate the information provided in the bid.
- Any falsified information discovered during the inspection will result in the invalidation of the bid.
- Members of the bidding enterprise must be present during the site inspection, alternatively a duly nominated representative may attend the inspection on behalf of the enterprise.

Inspection Check List

No.	Description	Yes/No
1	**Annexure 8.1.1. A: Store Capacity**	
2	**Annexure 8.1.1. B: Tellers Capacity**	
3	**Annexure 8.1.1. C: Supplier Capacity**	
4	**Annexure 8.1.1. D: Variety of stock**	

NB: Not more than of **twenty-five (25)** bidders with the highest total scores and complied with inspection would be accredited.

9. PERIOD OF CONTRACT

9.1. The duration of the service level agreement shall be for a period of sixty **(60)** months.

10. GENERAL CONDITIONS OF CONTRACT

10.1. The General Conditions of Contracts (GCC) as set out by the National Treasury will be applicable in all instances. The Agency will ensure that the Merchant will be provided with all information required to render the services.

11. SPECIAL BID CONDITIONS

11.1. Bidders are required to declare all businesses registered under the bidder's name that are bidding in this bid on the Standard Bidding Document (SBD4).

11.2. Any false declaration on the Bid documents will lead to the bidder being disqualified from the bidding process.

12. SUMMARY FOR TERMINATION OF AGREEMENT BY SASSA

The South African Social Security Agency shall have the right to terminate this agreement at any time by giving thirty (30) days written notice to the Supplier in any of the following events: -

12.1 **On breach** - If the Supplier commits any breach of any terms or conditions of this agreement.

12.2 **On liquidation or insolvency** - If the Supplier shall be subjected to any provisional or final order of liquidation or sequestration or judicial management with its creditors or duffer execution to be levied on its goods or fail to pay any of its sub-contractors appointed in terms hereof on due date for payment.

12.3 **On VAT** - If the Supplier is not registered as Value Added Tax Vendor in terms of any applicable legislation, will not be able to claim VAT.

12.4 **On Criminal Conduct** - If the Supplier is found to have been reasonably and sufficiently implicated in any criminal conduct directly linked to the Social Relief of Distress referred to above.

12.5 **On bringing the South African Social Security Agency into disrepute** - If the service provider, through omission or commission brings the name of the South African Social Security Agency into disrepute. This is inclusive of the service provider failing to honour their financial obligations to their suppliers and thereby dragging the South African Social Security Agency to courts of law as respondent.

12.6 **On stock levels and quality of stock-** If the service provider is unable to deliver expected goods to SASSA beneficiaries because of low stock levels and sub-standards goods.

12.7 **Policy changes by SASSA**: If there is a policy change or decision by SASSA for another method for issuing SRD items e.g. migration from manual voucher system to e-voucher system.

13. COMPULSORY BRIEFING SESSIONS

13.1. A compulsory briefing session will be held as an essential part of this bidding process, as it promotes efficiency, transparency and equality. The session further affords the bidders an opportunity to clearly understand the services required, and the environment in which the services will be rendered.

13.2. All supplier(s) to be present at the briefing session within **fifteen (15)** minutes of opening and stay throughout the duration of the session (No supplier(s) will be allowed in the venue **fifteen (15)** minutes after the opening of the briefing session. Upon completion of briefing session, a register will be circulated and will serve as proof as one of the mandatory conditions. An individual is prohibited from representing more than one service provider.

14. PUBLICATION

14.1 Tender Bid Publication will be placed on the National Treasury SharePoint and SASSA website and shall remain open for a period of 21 days.

15. LATE SUBMISSION

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

16. SUBMISSION OF BIDS

Address of the Region where bids should be submitted:
Gauteng Region, 222 Smit Street 5th floor from 08:00 am to 17:00 pm
Braamfontein, Johannesburg, 2000

16. COMMUNICATION

Technical enquiries may be directed to the following officials: -

- **Names** : Ms N. Pii
- **Email** : nozizwes@sassa.gov.za
- **Contact** : 011 278-9273

Supply Chain Management enquiries may be directed to the following officials: -

- **Name** : Mr Mmathume Nkadimeng
- **Email** : Mmathumen@sassa.gov.za
- **Contact** : 011 241 8474

ANNEXURE A - EXCLUSIONS ON THE SRD VOUCHERS

Social Relief is intended to ensure that beneficiaries have basic necessities. As supplier who provides goods which are not considered basic necessities will carry the cost of the goods provided and may run the risk of being removed from the data base of approved suppliers. The cost price of any of the goods included on the list below will be removed from the invoice submitted by the supplier, **before** payment of the invoice is affected:

The beneficiary must not be allowed to purchase the following items:

1. Alcohol
2. Cigarettes
3. Airtime
4. Cellphones
5. Weaves
6. Beds
7. Magazines and Newspapers
8. Furniture
9. Tools
10. Jewelry and accessories
11. Spare parts for vehicle or bicycle
12. Beauty products (Project Manager to check and verify applicability).
13. Toys
14. Building materials
15. Radio DVD and CD players
16. Computer consumables
17. Household utensils
18. Electrical equipment
19. Curtains/Linen materials
20. Petrol/Diesel
21. Lotto ticket
22. School uniform/clothes

NB: In addition, vouchers may not be exchange for cash.

South African Social Security Agency
Gauteng

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sassa

Annexure 8.1.1. D: Variety of Stock

Bidder Response Template

Please tick all applicable categories and provide the required documentation. This annexure will be used during the evaluation process.

Name of Bidder: _____

Service Categories (Tick all that apply):

☐ General Grocery

☐ General Grocery and Fresh Produce

☐ General Grocery, Fresh Produce and Meat

☐ General Grocery, Fresh Produce, Meat and Electricity

☐ General Grocery, Fresh Produce, Meat, Electricity and more (i.e. any of: Paraffin, Wood, Coal and Gas)

☐ Attached recent size **A4** photographs of stock displays clearly showing shelves or sections with general groceries, fresh produce, meat, electricity tokens, paraffin, wood, or coal **(show only the available and as required as per the above).**

I, the undersigned, confirm that the information provided is true and correct, and all required documents are attached.

Signature: _____ **Date:** _____