

SASSA: 49-23-CS-FS

INVITATION TO BID

PROVISION OF CLEANING, SANITATION, CAR WASH AND GARDENING SERVICES FOR SASSA FREE STATE REGION FOR THE PERIOD OF THREE (3) YEARS.

PROPOSALS MUST BE DEPOSITED IN THE BID HELD BOX SITUATED AT:

: SASSA House Iustitia Building (Ground Floor),
Cnr St Andrews and Aliwal Street,
Bloemfontein
9300

Date of publication : 28 September 2023
CLOSING DATE : 18 October 2023
TIME : 11:00

COMPULSORY BRIEFING SESSION

DATE : 05 OCTOBER 2023
TIME : 11:00
VENUE : 18 President Brand Street
Bloemfontein
Public Works
Main Hall Ground Floor

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

CONTACT : Ms Ebeth Enslin – 051 410 8424
Email: EbethE@sassa.gov.za

SUPPLY CHAIN MANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT : Mrs Gift Ziyeka – 051 410 8407
Email: GiftZ@sassa.gov.za

WHERE DOCUMENTS BID CAN BE OBTAINED:

<https://etenders.treasury.gov.za>
<https://etenders.treasury.gov.za/>
<http://www.sassa.gov.za>

Stamp Out Social Grants Fraud and Corruption
Call 0800 60 10 11/ 0800 701 701

South African Social Security Agency
Free State Region

15 Cnr. St Andrew & Aliwal Street • Bloemfontein 9301
Private Bag X20553 • Bloemfonteine 9301
Tel: 051 410 8339
www.sassa.gov.za



*[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:49-23-CS-FS	CLOSING DATE:	18 OCTOBER 2023	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF CLEANING, SANITATION, CAR WASH AND GARDENING SERVICES FOR SASSA FREE STATE REGION FOR THE PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA HOUSE FREE STATE REGIONAL OFFICE, IUSTITIA BUILDING, GROUND FLOOR, CNR ST ANDREWS AND ALIWAL STREET, BLOEMFONTEIN					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS GIFT ZIYEKA		CONTACT PERSON	MS EBETH ENSLIN	
TELEPHONE NUMBER	051 410 8407		TELEPHONE NUMBER	051 410 8424	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	GiftZ@sassa.gov.za		E-MAIL ADDRESS	EbethE@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Bid number: **SASSA: 49-23-CS-FS**
 Closing Time **11:00** Closing date: **18 OCTOBER 2023**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

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

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

*Delete if not applicable

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. BIDDER'S DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

.....

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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 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 (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	
OTHERS	0	
Note: In the event of a bidder claiming more than one specific goal category, the Agency will allocate points based on specific goal with the highest points. The highest points will be confirmed with the BBBEE Certificate/Sworn Affidavit submitted by bidder/CIPC etc.		

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:

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)...**SOUTH AFRICAN SOCIAL SECURITY AGENCY**.... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number... **SASSA: 49-23-CS-FS** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

SBD 7.2**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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 FOR THE PROVISION OF
CLEANING, SANITATION, CAR WASH AND
GARDENING SERVICES FOR SASSA FREE
STATE REGION FOR THE PERIOD OF THREE (3)
YEARS**

M.E.S

Bidders Initials

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Bidders Initials

1. DEFINITIONS

- | | |
|--------------------|---|
| 1.1 BBEE | - Broad Based Black Economic Empowerment |
| 1.2 CSD | - Central Supplier Database |
| 1.3 COIDA | - Compensation of Injuries and Diseases Act |
| 1.4 CV | - Curriculum Vitae |
| 1.5 EME | - Exempted Micro Enterprise |
| 1.6 M ² | - Square Meters |
| 1.7 MSDS | - Material Safety Data Sheet |
| 1.8 NCCA | - National Contract Cleaners Association |
| 1.9 SABS | - South African Bureau of Standards |
| 1.10 SANAS | - South African National Accreditation System |
| 1.11 SASSA | - South African Social Security Agency |
| 1.12 SBD | - Standard Bidding Documents |
| 1.13 TOR | - Terms of Reference |
| 1.14 UIF | - Unemployment Insurance Fund |

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Bidders Initials

2. OBJECTIVE

- 2.1** The main objective is to procure the Cleaning, Sanitation, Car wash and Gardening Services for SASSA Free State Region for a period of three (3) years, anticipated commencement date 01 December 2023.
- 2.2** The appointed service provider will be required to provide Cleaning, Sanitation, Car wash and Gardening Services for SASSA Free State Region.

NB: Details in relation to the offices to be cleaned, sanitation services to be provided, cars to be washed and gardening services to be provided within the Free State Region as per attached Annexure D and F.

3. BACKGROUND

- 3.1** SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act no. 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act no. 13 of 2004). The Agency is mandated to ensure effective and efficient delivery of service of high quality with regard to the management and administration of social grants such that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well as the integrity of the whole system.
- 3.2** According to Section 8 (1) of the Occupational Health and Safety Act, (Act no. 85 of 1993), as amended, the Agency is required to provide as far as reasonably practicable, a working environment that is safe and without risk to the health of its employees and clients.
- 3.3** For this purpose, Cleaning, Sanitation, Car Wash and Gardening Services is required at SASSA's offices consisting of the Regional Office, District Offices and Local Offices, across the Free State Region/Province.

4 COMPULSORY INFORMATION / BRIEFING SESSION

- 4.1** All Bidders shall be required to attend compulsory Information / briefing session, as per SASSA's invitation to bid.

5 SCOPE OF WORK ON CLEANING, SANITATION, CAR WASH AND GARDENING SERVICES

5.1 Office Cleaning Services Requirements

STANDARD CLEANING ACTIVITIES FLOOR MAINTENANCE:

RESILIENT FLOORS:

- | | |
|-----------------------|---------------|
| ○ Sweep and damp mop. | Daily |
| ○ Machine burnish. | When required |

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Bidders Initials

STONE FLOORS (CERAMIC TILES):

- | | |
|------------------|---------------|
| ○ Sweep. | Daily |
| ○ Damp Mop. | Daily |
| ○ Machine Buff. | When required |
| ○ Machine scrub. | When required |

RUGS AND CARPETING:

- | | |
|----------------------------|-------|
| ○ Vacuum clean thoroughly: | |
| - Heavy traffic areas. | Daily |
| - Medium traffic areas. | Daily |
| - Light traffic areas. | Daily |

DUSTING:

- | | |
|---|--------|
| ○ Dust all surface (low level). | Daily |
| ○ Dust all high ledges and fittings. | Weekly |
| ○ Dust all surfaces (wall, cabinet, etc.) | Weekly |
| ○ Dust all window ledges. | Daily |
| ○ Dust telephones. | Daily |
| ○ Clean and disinfect telephones. | Weekly |

WASTE DISPOSAL:

- | | |
|--|--------------------------|
| ○ Provide refuse bags for the bins | Daily and when required |
| ○ Empty and clean all waste receptacles. | Daily |
| ○ Remove all waste to specified areas. | Daily |
| ○ Remove all waste papers. | Daily |
| ○ Wipe clean the waste bins under the workstations | Weekly and when required |

WALLS AND PAINTWORK:

- | | |
|---|-------|
| ○ Spot clean all low surface, i.e. glass, walls,
Doors and light switches. | Daily |
|---|-------|

GLASS AND METAL WORK:

- | | |
|---------------------------|-------|
| ○ Spot clean glass doors. | Daily |
|---------------------------|-------|

ENTRANCE AND RECEPTION:

- | | |
|---|--------|
| ○ Sweep entrance steps and entrance area. | Daily |
| ○ Clean doormats and wells. | Daily |
| ○ Wash steps. | Daily |
| ○ Clean Front and Back Courtyards | Weekly |

TOILETS AND REST ROOMS:

Normal usage toilets and rest rooms

- | | |
|---------------------------------------|-------|
| ○ Maintain floors according to types. | Daily |
|---------------------------------------|-------|

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- | | |
|--|-----------|
| ○ Deep clean normal usage toilets | Quarterly |
| ○ Damp mop floors with disinfectant. | Daily |
| ○ Empty and clean all waste receptacles. | Daily |
| ○ Empty and clean sanitary bins. | Weekly |
| ○ Empty and clean nappy bins | Daily |
| ○ Clean and sanitize all bowls, basins, urinals, showers and baths (where applicable). | Daily |
| ○ Clean all mirrors. | Daily |
| ○ Clean all metal fittings. | Daily |
| ○ Spot clean walls, doors, partitions and lockers where applicable. | Daily |
| ○ Replenish consumables i.e. toilet papers (double ply), soap, air freshener and towel cabinets. | Daily |

LIFTS AND LIFT FOYERS:

- | | |
|--|-------|
| ○ Completely clean interior of all lifts including indicator boards. | Daily |
| ○ Clean lift door tracks. | Daily |

STAIRCASES:

- | | |
|---|--------|
| ○ Dust and sanitize handrails and fittings. | Daily |
| ○ Maintain landings, treads and risers according to finish. | Daily |
| ○ Clean fire escape (Staircases) | Weekly |

WINDOW / GLASS DOOR CLEANING:

- | | |
|---|------------------------------|
| ○ Clean interior and faces of all accessible windows. | Quarterly (only on weekends) |
| ○ Clean partition glasses. | Weekly |

BLINDS:

- | | |
|------------------------------------|--------------|
| ○ Dust. | Twice a week |
| ○ Ensure that blinds are in place. | Daily |
| ○ Wipe Using the blind cleaner | Weekly |

NB: The service provider shall be held accountable for the blinds damaged by the cleaners

PARKING:

- | | |
|--|--------|
| ○ Pick up litter and dispose to agreed area. | Daily |
| ○ Sweep. | Weekly |

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STOREROOMS:

- | | |
|---|---------------------------------|
| ○ Scrub the floor. | Twice a month and when required |
| ○ Dust all areas | Twice a month and when required |
| ○ Remove all unwanted papers and other items. | Twice a month and when required |

WALKWAY/BUILDING SURROUNDINGS:

- | | |
|---|--------------------------------------|
| ○ Pick up litter and remove to agreed area. | Daily |
| ○ Sweep. | Weekly |
| ○ Damp Mop | Weekly/When required (If Applicable) |

REFUSE AREA:

- | | |
|--|-------------------------------|
| ○ Operate compactor. | When required (If applicable) |
| ○ Maintain compactor / refuse area in a clean and hygienic condition. | When required (If applicable) |
| ○ Sweep and keep the refuse area tidy (Maintain refuse area in a clean hygienic condition) | Daily |

PAUSE AREA:

- | | |
|--|-------------|
| ○ Maintain and clean floors according to type. | Daily |
| ○ Dust all vertical and horizontal surfaces to a height of 2.5m. | Daily |
| ○ Damp wipe furniture. | Daily |
| ○ Empty and clean receptacles. | Twice a day |

KITCHEN:

- | | |
|---|------------------------------------|
| ○ Clean and damp mop floors (if applicable) | Daily |
| ○ Clean dish wash area | Daily / as and when required |
| ○ Clean the fridges. | Fortnightly / as and when required |
| ○ Clean the microwaves. | Daily |
| ○ Clean and re-fill water boilers | Daily |
| ○ Clean and re-fill water dispensers | Daily |

BOARDROOMS:

- | | |
|---|----------------------|
| ○ Clean and damp mop floors (if applicable) | Daily |
| ○ Dust all boardroom tables and chairs. | Daily |
| ○ Collect dirty dishes and wash them in the kitchen | As and when required |

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OFFICES:

In addition to the standard cleaning activities for Executive Management, SMS and Heads of Local Offices

- | | |
|--|-----------------------------------|
| ○ Collect dirty dishes and wash them in the kitchen | As and when required for meetings |
| ○ Wash water jugs and glasses and re-fill water jugs | As and when required for meetings |

SERVICE TIMES:

- Day cleaning - Monday to Friday from **07h00 to 15h30**.
- Prior approval to be obtained for overtime to be performed and should be paid in line with the sectorial determination.
- **Night cleaning is not allowed.**

MISCELLANEOUS:

- | | |
|-------------------------------------|----------------------|
| ○ Polish desk and office furniture. | Weekly |
| ○ Wash vinyl covered furniture. | Monthly |
| ○ Vacuum cloth covered furniture. | Monthly |
| ○ Removal of empty boxes | As and When required |

QUARTERLY CLEANING EXERCISES

- | | |
|---|--------------------------------|
| ○ Carpet cleaning (deep cleaning) | Quarterly (only on weekends) |
| ○ Clean interior and faces of all accessible windows / glass doors. | Quarterly (only on weekends) |
| ○ Deep Cleaning of Couches | Six monthly (only on Weekends) |
| ○ Pest Control | Quarterly (only on weekends) |
| ○ Deep cleaning of chairs | Six monthly (only on weekends) |
| ○ Deep cleaning of toilets, foyers, kitchen floors and pause area floors (stripping, wash and machine scrub) | Quarterly (only on weekends) |
| ○ Deep cleaning of the stair case (stripping) | As and when required |

EXCLUDED AREAS:

- Electrical and mechanical plant rooms.

5.2 SANITARY EQUIPMENT (ALL EQUIPMENT MUST BE NEW EQUIPMENT) & CONSUMABLES REQUIREMENTS

5.2.1 The service provider must install and maintain the following sanitary equipment and consumables required:

- Toilet Paper Holders and Refills (1 per toilet);
Toilet Paper Quality must comply with **SANS 1887 Part 2 (double ply)**

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- Sensor & Battery Operated Hand Towels and Refills (1 per bathroom);
Hand Towel Quality must comply with SANS 1887 Part 2
- Seat foam Spray Dispensers and Refills (1 per toilet);
- Sanitizer Drip Master per Urinal;
- Sensor & Battery operated Sanitary Waste Bins (1 per female toilet) and Removal Service (weekly);
- Sensor & Battery Operated Hand Soap Dispenser (Foam) and Refills (1 per bathroom);
- Hand Towel Waste Bins (1 per bathroom);
- Auto Flush Units per Urinal (Battery Operated);
- Provide Anti-splash urinal screen (slash guards) for male urinals where required;
- Air Freshener Dispensers (Digital & Battery Operated) and Refills(1 per bathroom);
- Toilet brushes for all the toilets;
- Baby changing Facilities (Nappy bin) – maintenance, refills and removal service (1 per office).

5.2.2 OTHER AIR FRESHENERS

- Air Fresheners Dispensers (Digital & Battery Operated) and Refills for all waiting areas.
- Insect repellent as and when required.

5.2.3 BATTERY SPECIFICATIONS

- Extended-life Alkaline batteries

N.B: The service provider shall be expected to properly monitor the usage of the above mentioned and ensure that **THERE IS NO SHORTAGE OF BATTERIES AT ALL TIMES.** Extra box of batteries must always be kept in the storeroom for emergencies.

5.3 GENERAL CLEANING EQUIPMENT REQUIRED (ALL EQUIPMENT MUST BE NEW EQUIPMENT)

5.3.1 Industrial Heavy duty carpet cleaner / vacuum cleaners;

- **Specifications for the Industrial Vacuum Cleaners**
 - Wet and dry vacuum cleaner with max power – 2400 (w);
 - Sound level - very low;
 - Wet and dry nozzle – 360mm.

NB: The number of vacuum cleaning machines allocated must enable cleaners to vacuum in line with the requirements in 5.1 – Office Cleaning Services Requirements. **THERE MUST BE NO SHORTAGE OF VACUUM CLEANERS** and must be functional at all times.

5.3.2 Disc stripping machine;

5.3.3 Mop trolleys;

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5.3.4 Carpet blowers for drying the carpet during the carpet cleaning exercise;

5.3.5 And all other necessary equipment.

5.3.6 Every worker must have the following items:

- Latex gloves;
- Broom;
- Mop trolley;
- Scrubbing brushes;
- Buckets;
- Buffing machine;
- Furniture polish;
- Multipurpose cleaner;
- Toilet cleaner;
- Disinfectant soap;
- Dusters;
- Scourers;
- Micro fiber blind cleaner;
- Dust pan with the small broom
- And all other necessary cleaning material;

Every worker must be clothed in full uniform and name tags depicting the name of the cleaner.

5.4 COLOUR CODING GUIDE FOR CLEANING AND SANITATION SERVICES

- Strict adherence to the Colour Coding Guide in the provision of Cleaning and Sanitation Services in Free State Region are as follows:
 - **RED** - most often used in high-sanitary (high risk of spreading infection) applications or in restroom cleaning, such as with toilets and urinals;
 - **YELLOW** - for sinks, counters and washroom surfaces; also used for speciality cleaning (such as service counters, mirrors, and metal works);
 - **BLUE** - in lower risk areas of a building, such as desktops, ledges, walls & tiles, window cleaning and high and low dusting;
 - **GREEN** - used in food processing and food serving areas, such as kitchens, canteens and pause areas.

5.5 SPECIFICATIONS FOR THE BABY CHANGING FACILITIES (ALL EQUIPMENT MUST BE NEW EQUIPMENT)

- Nappy Bin
 - 16 Litre Capacity;
 - White color;
 - Plastic;
 - Dimensions 23 X 23 X 49.5cm;
 - Weight 2.01 kg;

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- Refill plastic bags.

5.6 POOL CARS WASH SERVICES

- Each Pool vehicle must be washed twice a month.
- Provide a complete car wash service which includes the following:
 - Wash the exterior part of the vehicle, including windows;
 - Polish dashboards;
 - Vacuum the driver and passenger seats;
 - Vacuum the floor mats in the driver and passengers seats;
 - Wash and polish car tyres.

N.B. The car wash service must be provided in a secure and safe car wash facilities closest to SASSA Office within a 5 km radius.

5.7 CLEANING OF THE MOBILE OFFICES /TRUCK

The proposal for the cleaning of the mobile office/truck should cover the following aspects:

- Floor Maintenance (Plastilock Blocks tiling):
 - Sweep Daily
 - Damp Mop Daily
 - Machine Buff As and when required
 - Machine scrub As and when required
- Furniture Maintenance:
 - Dust furniture Daily
 - Polish furniture Weekly
 - Wash vinyl covered furniture Weekly
 - Vacuum the cloth covered furniture Weekly

NB: Car Wash service for each mobile office / truck must be conducted twice a month.

- Provide a complete car wash service which includes the following:
 - Wash the exterior part of the mobile office / truck, including windows;
 - Polish dashboards;
 - Vacuum the driver and passengers seats;
 - Vacuum the floor mats in the driver and passengers seats.

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- Deep cleaning of the mobile office / truck seats once a quarter.

5.8 GARDENING SERVICES

Provision of gardening services (maintenance and overall care) at listed offices as per **ANNEXURE F**.

Gardening Services Requirement

- Gardening services to be offered **two (2) times per month as follows:**
 - Taking out the weed including paved spaces;
 - Cleaning the yard (Pick up litter);
 - Cutting trees;
 - Cutting the grass;
 - Trimming flowers/shrubs;
 - Sweeping surroundings; and
- The Service Provider must make sure that all rubble and waste are removed from the yard after the service has been rendered.
- Service provider must provide their own SABS approved equipment as follows:
 - Spade;
 - Iron rake;
 - Hosepipe;
 - Spit fork;
 - Wheel barrow;
 - Grass cutter; and
 - Lawnmower.

6. KEY ASPECTS OF THE BID PROPOSAL

6.1 All bid proposals submitted to cover the following:

- Original and valid B-BBEE Status Level Verification Certificates or certified Copies thereof / Sworn Affidavit signed by the Commissioner of Oaths together with their bids
- Compliant Central Supplier Database Report (CSD);
- COIDA relevant to Cleaning Services (Valid/Current Letter of Good Standing from Department of Employment and Labour)
- Supply Chain Management Bid Documents (SBD) Forms.
 - SBD 1
 - SBD 3.1
 - SBD 4
 - SBD 6.1

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- 6.2 The bidder must initial every page of the bid proposal.
- 6.3 Experience requirements **(Refer to the Functionality Criteria)**.
- 6.4 Profile of the company outlining number of years of experience as a cleaning company **(experience to be considered, for the purpose of this bid, is in relation to the provision of Cleaning of offices, Sanitation, Car wash and Gardening Services)**
- 6.5 Original, dated and signed reference letters from the bidder's clients (signature date must not be older than 3 months) with the following information:
- Name of the client/organisation;
 - Contract period;
 - Value of the contract
 - Name and contact details of Cleaning Sanitation, Car Wash and Gardening Services Contract Manager;
 - Specify services provided (Cleaning Sanitation, Car Wash and Gardening Services);
 - Square meters of office and gardening space cleaned.
 - Reason for termination of contract.
- 6.6 List of current and recent cleaning contracts must be captured/listed in the provided table which is entitled **Table of Experience - Annexure A**.
- 6.7 The Project Manager and Supervisor must have a minimum three (3) years of current and recent experience in the cleaning services industry. (Original Curriculum Vitae (CV's) with at least minimum of three (3) contactable references should be attached.
- 6.8 Proof of registration with National Contract Cleaners Association (NCCA) or any other Employers' Associations of the Contract Cleaning Sector.
- 6.9 Number of staff members to be dedicated to the cleaning of offices excluding car wash services and garden services as required in the Terms of Reference, Annexure D (this should be clearly defined in **Annexure C – Price Structure Template**):
- Project Manager (Part time);
 - Supervisor;
 - Staff members (Cleaners).
- 6.10 In an instance that the service provider employs cleaners who are not experienced or trained, indicate training programmes that will be provided to staff for the operation of the equipment, usage of chemicals and precautions taken in terms of the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993). A training plan covering the duration of the contract must be attached to the bid proposal.
- 6.11 Internal Occupational Health and Safety Policy of the bidder and the plan for this project must be included in the bid proposal.
- 6.12 A contingency plan to be implemented during industrial actions, when staff members are absent and also when the service provider's staff members working in Free State Region are on leave etc., must be included in the bid proposal.

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- 6.13 List of chemicals and equipment to be used for general Cleaning, Sanitation, Car Wash and Gardening Services must be provided. Sanitary equipment and chemicals to be used must also be clearly listed. Also confirm in writing that only SABS approved cleaning equipment and material will be used on SASSA premises.
- 6.14 SABS Certificates from the bidder's cleaning detergents suppliers certifying compliance to SABS.
- 6.15 Material Safety Data Sheet (MSDS) should be submitted upon delivery of material by the service provider.
- 6.16 Project Implementation Plan and Schedule. This should outline how the cleaning and sanitation services will be provided according to the Terms of Reference.
- 6.17 The successful bidder will be required to sign a Cleaning, Sanitation, Car Wash, and Gardening Monitoring Tool with penalties which will be part of the Service Level Agreement that will be used to evaluate the service for the entire duration of the contract (**The Performance Tool is attached as Annexure E**).
- 6.18 Price Structure – price proposals must strictly be prepared in line with **Annexure C – Price Structure Template**. Failure to comply with this requirement shall invalidate the bid.
- 6.19 Valid Public Liability Insurance confirmation/proof (R5 million or above).

7. RESPONSIBILITIES

7.1 The Service Provider shall:

- 7.1.1 Conduct business in a courteous and professional manner.
- 7.1.2 Provide the necessary documentation as requested prior to the awarding of the contract.
- 7.1.3 Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, etc. SASSA shall monitor compliance for the duration of the contract and implement penalties for non-compliance, e.g. payment of cleaners in line with the relevant Sectorial Determination including payment for overtime work.
- 7.1.4 Manage the internal disputes among his/her staff such that SASSA is not affected by those disputes.
- 7.1.5 Comply with all SASSA policies, procedures and regulations.
- 7.1.6 Not make use of fire hose reels or other fire extinguishers in offices for the purpose of executing project activities.

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- 7.1.7 Not use equipment, utensils or chemicals that may damage fittings, persons or any other contents in offices. SASSA has a right to reject any such equipment, utensils or chemicals that are detrimental to its property and staff.
- 7.1.8 Not use any poisonous or highly flammable substances without the written consent of SASSA.
- 7.1.9 Ensure that all work performed and all equipment used on site are in compliance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and any regulations promulgated in terms of this Act and the standard instructions of SASSA.
- 7.1.10 Maintain cleaning equipment in good order so as to comply with the SASSA's Occupational Health and Safety Standards (a copy will be available on request).
- 7.1.11 Re-fill, empty, and clean machines and equipment only at such places as indicated/designated.
- 7.1.12 Ensure that SASSA is informed of any removal and replacement of staff.
- 7.1.13 For security reasons, SASSA reserves the right to screen all persons working under this contract.
- 7.1.14 The project manager of the appointed cleaning company must attend the following meetings organized by SASSA:
- Occupational Health and Safety (OHS) meetings;
 - Ad-hoc meetings organized as and when necessary;
 - Performance monitoring review meetings to be held on a monthly basis;
 - Attend any other emergency meetings.
- 7.1.15 The supervisor must draw up timetables and work schedules on a daily basis, and will be expected to rotate staff allocations between the bathrooms and floors accordingly.
- 7.1.16 Ensure that the company is registered for UIF with Department of Employment and Labour.
- 7.1.17 **Disaster Management, Urgent Services & Emergencies:** In the event of flooding or any other incident, which may occur requiring cleaning and sanitation services which are not specified in this bid document, the cleaning and sanitation service must be undertaken by the appointed service provider, in line with the applicable SCM Procedures as and when required.

7.2 SASSA shall:

- 7.2.1 Manage the contract in a professional manner.
- 7.2.2 Monitor the service provider if he/she pays the cleaners in line with the Sectorial Determination 1: Contract Cleaning Sector and take steps against the service provider if there is non-compliance. In addition, the service provider will be subjected to inspections conducted by the Department of Employment and Labour.

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- 7.2.3** Require the service provider to warrant that the remuneration (costs of labour) structure on its financial proposal for its employees is the actual remuneration that it will pay to its employees during the subsistence of the services subject to the necessary and other applicable annual adjustments.
- 7.2.4** Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfill their duties.
- 7.2.5** Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- 7.2.6** Provide a storage facility for equipment and materials where possible.
- 7.2.7** If necessary request the withdrawal of a staff member/cleaner if he/she poses a threat or anything to SASSA employees or because of continuous poor performance.
- 7.2.8** Not be held liable for any injuries or death incurred by the Service Provider staff whilst on duty on the SASSA premises.

8. CONTRACT ADMINISTRATION

- 8.1** Successful bidders must advise the Supply Chain Management Unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 8.2** Full particulars of such circumstances as well as the period of delay must be furnished.
- 8.3** The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Facilities Management and Auxiliary Support Services and Supply Chain Management Unit.

9. EVALUATION CRITERIA

The bid proposals shall be evaluated in accordance with the 80/20 preference point system as prescribed in the Preferential Procurement Regulation of 2022. The evaluation process comprises of the following evaluation phases:

- 9.1** Phase 1 –Qualifying requirements
- 9.2** Phase 2 - Administrative compliance
- 9.3** Phase 3 – Functionality criteria
- 9.4** Phase 4 – Price and preference points

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PHASE 1: QUALIFYING REQUIREMENTS

Phase One - Qualifying requirements

Bidders must submit certified copies of the following documents (certification must not be older than 6 months).

- COIDA relevant to Cleaning Services (Valid/Current Letter of Good Standing from Department of Employment and Labour)
- Proof of registration with National Contract Cleaners Association (NCCA) or any other Employers' Associations of the Contract Cleaning Sector.
- Letter / certificate from retailer confirming that only SABS approved Cleaning, Sanitation, Car Wash and or garden services material and other equipment shall be used.
- Valid Public Liability Insurance confirmation/proof (R5 million or above).
- Waste Material Licence or Letter of Tender Process issued to bidders by the relevant department in terms of section 45 of the National Environment Management Waste Act 2008 (No. 59 of 2008). In case of tenderer having submitted a letter of Tender Process, the service provider will be required to submit the Waste Material Licence within sixty (60) calendar days from date of award.

NB: Failure to submit the above documents will result in the bid being disqualified.

PHASE 2 - ADMINISTRATIVE COMPLIANCE

During this phase, bids will be reviewed to determine compliance with all standard-bidding documents, compliance documents and a duly authorized representative must sign such documents.

Phase 2 – Administrative Compliance

- SBD Forms
 - SBD 1
 - SBD 4
 - SBD 6.1
- Original and valid B-BBEE Status Level Verification Certificates or certified Copies thereof/ Sworn Affidavit signed by the Commissioner of Oaths together with their bids.
- Compliant Central Supplier Database report.
- Tax Compliance Status pin document.
- Company Intellectual Property Commission (CIPC) document of the company.
- Letter of Authority to sign bidding documents for the Entity.

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Phase 2 – Administrative Compliance

NB: Failure to submit the above documents may result in the bid being disqualified

PHASE 3: FUNCTIONALITY CRITERIA

Bidders that qualified during the initial screening criteria will be evaluated on functionality. At this phase, the evaluation process will be based on the bidder's responses in respect of the bid proposal (evaluated on the minimum functional terms of reference).

Bid proposals will be evaluated on a scale of **0-5** in accordance with the criteria below. The rating will be as follows; 0 – not submitted; 1=poor; 2= Average; 3= Good; 4= Very Good and 5= Excellent

Phase 3 – Functionality Criteria	Weight
1. Experience:	
1.1 Experience in the provision of cleaning and sanitation services (NB: To be strictly assessed ONLY on the basis of the listed experience provided in Annexure A):	5
1.1.1 Number of years of experience shall be allocated points as follows: <ul style="list-style-type: none"> (i) Not submitted - 0 (ii) 0 to 2 years – 1 (iii) Above 2 to 4 years – 2 (iv) Above 4 to 6 years – 3 (v) Above 6 to 8 years – 4 (vi) Above 8 years – 5 	
1.1.2 Experience: Values of the projects not older than Ten (10) years <ul style="list-style-type: none"> (i) Non submission 0 (ii) R1 to R 5 000 000m - 1 (iii) R 5 000 001m to R 10 000 000m - 2 (iv) R 10 000 001m to R 30 000 000m - 3 (v) R 30 000 001m to R 40 000 000m - 4 (vi) R 40 000 001m and above - 5 	10
Experience and Value of the previous and current contract/s will be calculated pro rata from the start date of the contract/s within the previous ten (10) years up to the period of the closing date of this bid.	
1.2 Experience in the provision of gardening services (NB: To be strictly assessed ONLY on the basis of the listed experience provided in Annexure A):	

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<p>1.2.1 Number of years of experience shall be allocated points as follows:</p> <ul style="list-style-type: none"> (i) Not submitted - 0 (ii) 0 to 2 years - 1 (iii) Above 2 to 4 years - 2 (iv) Above 4 to 6 years - 3 (v) Above 6 to 8 years - 4 (vi) Above 8 years - 5 <p>Experience of the previous and current contract/s will be calculated pro rata from the start date of the contract/s within the previous ten (10) years up to the period of the closing date of this bid.</p>	5
<p>1.3 Experience in the provision of car wash services (NB: To be strictly assessed ONLY on the basis of the listed experience provided in Annexure A):</p> <p>1.3.1 Number of years of experience shall be allocated points as follows:</p> <ul style="list-style-type: none"> (i) Not submitted - 0 (ii) 0 to 2 years - 1 (iii) Above 2 to 4 years - 2 (iv) Above 4 to 6 years - 3 (v) Above 6 to 8 years - 4 (vi) Above 8 years - 5 <p>Experience of the previous and current contract/s will be calculated pro rata from the start date of the contract/s within the previous ten (10) years up to the period of the closing date of this bid.</p>	5
<p>2. Capability to clean size of the building(s) as per bid requirements - Square meters of bidders' previous and current project site(s) to be assessed (Annexure A).</p> <p>2.1 Square meters of the bidders' previous and current project sites shall be allocated values as follows:</p> <ul style="list-style-type: none"> (i) Not submitted - 0 (ii) Less than 9000 m² - 1 (iii) 9001 - 10 000 m² - 2 (iv) 10 001 - 11 000 m² - 3 (v) 11 001 - 12 000 m² - 4 (vi) 12 001 m² and above - 5 	15
<p>3. Knowledge in the cleaning and sanitation industry (include CV of Project Manager & Supervisor). To be assessed on the basis of:</p> <ul style="list-style-type: none"> • Roles, responsibilities and experience of the project Manager and supervisor 5 points • Company's Policies and Plans in place, in relation to the service 5 Points 	30

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<ul style="list-style-type: none"> • Project Implementation Plan. The Project Implementation Plan must include, but not limited to the following: <ul style="list-style-type: none"> • Activities during Pre-Project Implementation Phase 3 points • Activities during Project Implementation Phase 3 Points • Activities during Project Close-Out Phase 3 Points • Availability and maintenance of tools for the execution of tasks (e.g. equipment, material, administrative procedures) 6 Points • Monitoring of the Project 5 points <p>4. List of types of chemicals and equipment to be installed and used during project execution (Specify general cleaning chemicals and equipment as well as sanitary consumables and equipment). Refer to item 5.2 and 5.3 as per Terms of Reference. All products must be SABS approved and the SABS certificate must be attached.</p> <p>5. Contingency Plan during project execution (measures to be implemented during industrial actions, leave and absenteeism).</p> <p>6. Training Plan: <ul style="list-style-type: none"> • Courses to be attended by cleaners before contract commencement • Courses to be attended by cleaners during the contract and timelines. </p> <p>7. Emergency Response Procedures 7.1 Service Providers Internal Occupational Health & Safety Policy (Must include but not limited to the following) <ul style="list-style-type: none"> • At least (2) two cleaners per office to be trained as First Aiders by accredited service provider and be provided with Certificates. • Procedures for Injury On Duty for Cleaners on site • Transportation for cleaners to hospital in emergencies • Contact person when the cleaners are injured • Provide First Aid Box on the premises </p>	<p>5</p> <p>10</p> <p>5</p> <p>10</p>
<p>Site Visits</p> <p>➤ Site inspections to be conducted only for bidders who have fully met the requirements of the Administrative Compliance and Qualifying requirements and scored 70 points or more for functionality.</p> <ul style="list-style-type: none"> ○ Site Inspection will be conducted at the current project and /or existing office. ○ Where the bidder does not have an office in the Free State Region/Province, the successful bidder will be required to set up such an office within two months after the award of the contract. Failure to adhere to this condition will invalidate the bid. 	

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Bidder (s) shall be disqualified if found to have misrepresented information on the bid documents.

NB: Bidders must score a minimum of 70 points on functionality. Bidders who score less than 70 points for functionality shall not be subjected to further evaluation.

PHASE 4: PRICE AND PREFERENCE POINTS

Preference points claimed by bidders will be calculated and added to the points scored for price.

In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the state on the 80/20 preference point for Broad based Black economic empowerment in terms of which points are awarded to the bidders on the basis of :

- The bid price (maximum 80 points)
- Broad Based Black Economic Empowerment as well as specific goals (maximum 20 points)

The following formula will be used to calculate the points for the price in respect of bidders with Rand value up to R 50 000 000:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Calculating of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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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	
OTHERS	0	
Note: In the event of a bidder claiming more than one specific goal category, the Agency will allocate points based on specific goal with the highest points.		

- **NB: Failure to submit Original and valid B-BBEE Status Level Verification Certificates or certified Copies thereof/ Sworn Affidavit signed by the Commissioner of Oaths will be interpreted to mean that preference points for BBBEE status level of contribution are not claimed.**
- **Proof of medical report from a Registered Medical Practitioner confirming disability status.**

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10. SPECIAL CONDITIONS

NB. Any award made to bidders under this bid is conditional, amongst others, upon:

10.1 The bidder's requirements:

10.1.1 Bidders shall be disqualified if found to have misrepresented information in their bid proposals.

10.1.2 Bidders must submit their bid proposals in line with the bid specifications and the attached annexures.

10.1.3 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive, it is imperative to comply with all conditions pertaining to this bid and to complete all annexures provided.

10.1.4 Presentations – bidders may be required to present their bid proposals for clarity purposes, the requested equipment and detergents will form part of the presentation.

10.1.5 Appointment of the service provider is subject to positive Security Screening results.

10.1.6 The bidders are required to submit their proposals using the two envelope system. Each envelope must be sealed separately and marked correctly/clearly **indicating name and address of the bidder** for ease of reference during the evaluation process as follows:

- **Envelope 1 – Technical Proposal;**
- **Envelope 2 – Pricing (Quotation, SBD 3. 1 and Annexure C must be included in this envelope).**

10.1.7. Completion of Annexure A (Table of experience)

***NB: Non-compliance with the above mentioned conditions shall invalidate the bid for all the item(s) concerned.**

10.2 SASSA reserves the right:

10.2.1 Not to award or cancel this Bid at any time and shall not be bound to accept the lowest or any bid.

10.2.2 To negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidders who have not been awarded the status of the preferred bidders.

10.2.3 To accept part of a bid rather than the whole bid or split the services amongst the successful bidders.

Bidders Initials

- 10.2.4** To carry out site visits, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidders, whether before or after adjudication of the bid and without notification.
- 10.2.5** To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred bidders have been notified of their status as such.
- 10.2.6** To award a bid based on which bidder is offering the best value for money, even if such bid is not the lowest priced bid.
- 10.2.7** Award to multiple bidders to spread the risk.

11. PROJECT CO-ORDINATION ARRANGEMENTS

The Facilities Management and Auxiliary Support Unit, based at SASSA Free State House shall be responsible for the coordination of this project. The physical address is as follows:

Free State Regional office

Iustitia Building
Corner St Andrew and Aliwal Street
Bloemfontein
9300

12. PROJECT PERIOD

The project will commence after signing the contract. The service provider will be expected to provide Cleaning of offices, Sanitation, Car Wash and Gardening Services for a period of three (3) years.

13. ENQUIRIES *Technical enquiries may be directed to:*

Project Manager

- | | |
|------------------|---------------------|
| • Name & Surname | Ms Ebeth Enslin |
| • E-mail Address | EbethE@sassa.gov.za |
| • Contact | (051) 410 8424 |

Supply Chain Specialist

- | | |
|------------------|--------------------|
| • Name & Surname | Ms Gift Ziyeka |
| • E-mail Address | GiftZ@sassa.gov.za |
| • Contact | (051) 410 8407 |

Bidders Initials

ANNEXURE A (TABLE OF EXPERIENCE)

NB: SASSA has the right to confirm the details captured in this table. Any misrepresentation of information shall result in disqualifying the bid proposal.

TABLE OF EXPERIENCE

PREVIOUS AND CURRENT CONTRACTS (CLIENT BASE)

A list of previous and current contracts of cleaning, sanitation, car wash and gardening services provided, which are relevant to the service required in the bid specifications must be attached to the bid proposal. The following template must be used and must be completed in full.

- Profile of the company outlining number of years of experience as a cleaning, sanitation, car wash and gardening Services Company.
- CVs of the Project Manager and Supervisor with at least minimum of three contactable references clearly indicating their roles, responsibilities and experience.
- Reference letters from the bidder's previous and current clients confirming the square meters for office space and gardening services.
- Reference letters from the bidder's previous and current clients confirming experience in the rendering of car wash services.

Indicate all the previous and current contracts in the table below executed in buildings. **ONLY** those relevant to the cleaning and sanitation services required in the bid specifications. Only the relevant experience shall be considered for bid evaluation purposes.

Name of client / organization where contract is/was being executed/was executed	Types of services rendered	Contract period (indicate start and end dates) e.g. 1 April 2011 to 31 March 2012	Is the contract previous or current? (please indicate accordingly)	Reason termination of contract	for the	Contact persons and telephone numbers of your client	Square Meters of Project Site (Building and / or Garden)	Total Cost of the Contract

M.E.T

TABLE OF EXPERIENCE

PREVIOUS AND CURRENT CONTRACTS (CLIENT BASE)

A list of previous and current contracts of cleaning, sanitation, car wash and gardening services provided, which are relevant to the service required in the bid specifications must be attached to the bid proposal. The following template must be used and must be completed in full.

- Profile of the company outlining number of years of experience as a cleaning, sanitation, car wash and gardening Services Company.
- CVs of the Project Manager and Supervisor with at least minimum of three contactable references clearly indicating their roles, responsibilities and experience.
- Reference letters from the bidder's previous and current clients confirming the square meters for office space and gardening services.
- Reference letters from the bidder's previous and current clients confirming experience in the rendering of car wash services.

Indicate all the previous and current contracts in the table below executed in buildings. **ONLY** those relevant to the cleaning and sanitation services required in the bid specifications. Only the relevant experience shall be considered for bid evaluation purposes.

Name of client / organization where contract is/was being executed/was executed	Types of services rendered	Contract period (indicate start and end dates) e.g. 1 April 2011 to 31 March 2012	Is the contract previous or current? (please indicate accordingly)	Reason for termination of contract	for the	Contact persons and telephone numbers of your client	Square Meters of Project Site (Building and / or Garden)	Total Cost of the Contract

M.E.T

TABLE OF EXPERIENCE

PREVIOUS AND CURRENT CONTRACTS (CLIENT BASE)

A list of previous and current contracts of cleaning, sanitation, car wash and gardening services provided, which are relevant to the service required in the bid specifications must be attached to the bid proposal. The following template must be used and must be completed in full.

- Profile of the company outlining number of years of experience as a cleaning, sanitation, car wash and gardening Services Company.
- CVs of the Project Manager and Supervisor with at least minimum of three contactable references clearly indicating their roles, responsibilities and experience.
- Reference letters from the bidder's previous and current clients confirming the square meters for office space and gardening services.
- Reference letters from the bidder's previous and current clients confirming experience in the rendering of car wash services.

Indicate all the previous and current contracts in the table below executed in buildings. **ONLY** those relevant to the cleaning and sanitation services required in the bid specifications. Only the relevant experience shall be considered for bid evaluation purposes.

Name of client / organization where contract is/was being executed/was executed	Types of services rendered	Contract period (indicate start and end dates) e.g. 1 April 2011 to 31 March 2012	Is the contract previous or current? (please indicate accordingly)	Reason termination of contract	for the	Contact telephone numbers of your client	Square Meters of Project Site (Building and / or Garden)	Total Cost of the Contract

W.E.T

TABLE OF EXPERIENCE

PREVIOUS AND CURRENT CONTRACTS (CLIENT BASE)

A list of previous and current contracts of cleaning, sanitation, car wash and gardening services provided, which are relevant to the service required in the bid specifications must be attached to the bid proposal. The following template must be used and must be completed in full.

- Profile of the company outlining number of years of experience as a cleaning, sanitation, car wash and gardening Services Company.
- CVs of the Project Manager and Supervisor with at least minimum of three contactable references clearly indicating their roles, responsibilities and experience.
- Reference letters from the bidder's previous and current clients confirming the square meters for office space and gardening services.
- Reference letters from the bidder's previous and current clients confirming experience in the rendering of car wash services.

Indicate all the previous and current contracts in the table below executed in buildings. ONLY those relevant to the cleaning and sanitation services required in the bid specifications. Only the relevant experience shall be considered for bid evaluation purposes.

Name of client / organization where contract is/was being executed/was executed	Types of services rendered	Contract period (indicate start and end dates) e.g. 1 April 2011 to 31 March 2012	Is the contract previous or current? (please indicate accordingly)	Reason for termination of contract	Contact persons and telephone numbers of your client	Square Meters of Project Site (Building and / or Garden)	Total Cost of the Contract

TABLE OF EXPERIENCE

PREVIOUS AND CURRENT CONTRACTS (CLIENT BASE)

A list of previous and current contracts of cleaning, sanitation, car wash and gardening services provided, which are relevant to the service required in the bid specifications must be attached to the bid proposal. The following template must be used and must be completed in full.

- Profile of the company outlining number of years of experience as a cleaning, sanitation, car wash and gardening Services Company.
- CVs of the Project Manager and Supervisor with at least minimum of three contactable references clearly indicating their roles, responsibilities and experience.
- Reference letters from the bidder's previous and current clients confirming the square meters for office space and gardening services.
- Reference letters from the bidder's previous and current clients confirming experience in the rendering of car wash services.

Indicate all the previous and current contracts in the table below executed in buildings. **ONLY** those relevant to the cleaning and sanitation services required in the bid specifications. Only the relevant experience shall be considered for bid evaluation purposes.

Name of client / organization where contract is/was being executed/was executed	Types of services rendered	Contract period (indicate start and end dates) e.g. 1 April 2011 to 31 March 2012	Is the contract previous or current? (please indicate accordingly)	Reason termination of contract	for the	Contact telephone numbers of your client	Square Meters of Project Site (Building and / or Garden)	Total Cost of the Contract

M.E.T

Bidders Initials

ANNEXURE B

BIDDERS DOCUMENTATION CHECKLIST

Personnel for the Project	Response
Project Manager available Part Time Manager	Yes / No _____
Supervisor available Full Time (offered for this service)	Yes / No _____
Number of cleaners offered for providing the service Full Time cleaners	Indicate the number _____
Training Indicate the training that will be provided as well as where and when training will be given <input type="radio"/> On duty Training <input type="radio"/> Any other Training	Specify training courses / programmes (categorize in line with bullets 1 & 2)
Equipment Equipment and chemicals to be used for cleaning services. Sanitary equipment and consumables must also be listed according to the bid specifications.	List the equipment and chemicals which will be used.
Project Implementation Plan Did you attach a detailed Project Implementation Plan	Yes / No _____
MANDATORY DOCUMENTATION Bidders must submit certified copies of the following documents (certification must not be older than 6 months). <ul style="list-style-type: none">• COIDA relevant to Cleaning Services (Valid/Current Letter of Good Standing from Department of Employment and Labour)• Proof of registration with National Contract Cleaners Association (NCCA) or any other Employers' Associations of the Contract Cleaning Sector.	Failure to attach these documents will invalidate the bid Yes/ No _____ Yes/ No _____

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Bidders Initials

<ul style="list-style-type: none"> Letter / certificate from retailer confirming that only SABS approved Cleaning, Sanitation, Car Wash and or garden services material and other equipment shall be used. Valid Public Liability Insurance confirmation/proof (R5 million or above). Waste Material Licence or Letter of Tender Process issued to bidders by the relevant department in terms of section 45 of the National Environment Management Waste Act 2008 (No. 59 of 2008). In case of tenderer having submitted a letter of Tender Process, the service provider will be required to submit the Waste Material Licence within sixty (60) calendar days from date of award. <p>NB: Failure to submit the above documents will result in the bid being disqualified.</p>	<p>Yes/ No _____</p>
<p>ADMINISTRATIVE COMPLIANCE DOCUMENTS</p> <ul style="list-style-type: none"> SBD Forms <ul style="list-style-type: none"> ➤ SBD 1 ➤ SBD 4 ➤ SBD 6.1 Original and valid B-BBEE Status Level Verification Certificates or certified Copies thereof/ Sworn Affidavit signed by the Commissioner of Oaths together with their bids Compliant Central Supplier Database report. Tax Compliance Status Pin Company Intellectual Property Commission (CIPC) document of the company. 	<p>Yes/ No _____</p> <p>Yes/ No _____</p> <p>Yes/ No _____</p> <p>Yes/ No _____</p> <p>Yes/ No _____</p>
<p>Company's Policies and Plans in place, in relation to the service</p>	<p>Yes/ No _____</p>

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Bidders Initials

<ul style="list-style-type: none"> • Annexure A - TABLE OF EXPERIENCE • Annexure B - PROJECT IMPLEMENTATION PLAN 	Yes/ No _____ Yes/ No _____
PRICE STRUCTURE <ul style="list-style-type: none"> ○ Is the bid price fixed for the duration of the contract? ○ Is your price structure in relation to staff costs in line with the Sectorial Determination 1: Contract Cleaning Sector? 	Yes / No _____ Yes / No _____ If no, specify reasons _____ _____ _____
<ul style="list-style-type: none"> ○ Did you complete all necessary SBD forms and in line with the Terms of Reference? 	Yes / No _____
Compliance with Labour legislation Do you comply with all applicable legislation to the Contract Cleaning Industry	Yes / No _____

M.E.T

Bidders Initials

ANNEXURE - C

PRICE STRUCTURE TEMPLATE

N.B. ALL Bid Price Proposals must be completed in line with the following requirements:

- The Regional Bid price proposal must be based on **ALL OF THE TERMS OF REFERENCE AND NOTHING MUST BE LEFT OUT.**
- A **Bid Price Proposal** excluding some of the required services (as outlined in the Terms of Reference) shall **not be accepted.**
- The Labour costs for the cleaning staff (Supervisor and cleaners) must not be below the approved Sectorial Wage Determination as determined by the Department of Employment and Labour, which is applicable at a time of submitting a Bid Proposal.

ONLY PRICE PROPOSALS SUBMITTED IN LINE WITH THIS TEMPLATE SHALL BE ACCEPTED

All prices must include VAT		
LABOUR COSTS:		
Project Manager (Only part time costs)		Part Time
Basic Salary		R.....
Provident Fund		R.....
Sick leave		R.....
SDL		R.....
Leave		R.....
COIDA		R.....
UIF		R.....
CCA		R.....
Any Other Allowances		R.....
		Total monthly cost for the Project Manager
		R.....

M. E. T.

Supervisor (Only a full time Supervisor required) Basic Salary Provident Fund Sick leave SDL Leave COIDA UIF CCA Bonus Any Other Allowances	Full Time R..... R..... R..... R..... R..... R..... R..... R..... Total monthly cost for Supervisor R.....	
Cleaner (Indicate number of full time cleaners) Number of Cleaners Basic Salary Provident Fund Sick leave SDL Leave COIDA UIF CCA Bonus Any Other Allowances	Full Time Per Cleaner R..... R..... R..... R..... R..... R..... R..... R..... R.....	

M.E.T

	Total monthly cost per Cleaner R..... Total cost for number of Cleaners offered per month R.....	
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OVERTIME COSTS (In line with the Basic Conditions of Employment Act)		
PROJECT MANAGER		
<u>Saturday</u>		
Number of sessions (refer to Terms of Reference for overtime cleaning activities) Overtime x ½	Total cost for Project Manager per overtime session. R..... Overall cost for all Project Manager's Saturday overtime sessions (Per day). R.....	
<u>Sunday</u>		
Number of sessions (refer to Terms of Reference for overtime cleaning activities) Overtime Double	Total cost for Project Manager per overtime session (Per day). R..... Overall cost for all Project Manager's Sunday overtime sessions. R.....	
TOTAL COST FOR PROJECT MANAGER'S OVERTIME WORK (Aligned to the Terms of Reference) R.....		
OVERTIME COSTS (In line with the Basic Conditions of Employment Act)		

M.B.T

SUPERVISOR

Saturday

Number of sessions (refer to Terms of Reference for overtime cleaning activities)

.....

Overtime x ½

Cost for Supervisor per overtime session (Per day).

R.....

Total cost for all Supervisor's **Saturday** overtime sessions (Per day).

R.....

Sunday

Number of sessions (refer to Terms of Reference for overtime cleaning activities)

.....

Overtime Double

Cost for Supervisor per overtime session Per day).

R.....

Total cost for all Supervisor's **Sunday** overtime sessions (Per day).

R.....

OVERTIME COSTS FOR CLEANERS (In line with the Basic Conditions of Employment Act)

Saturday

Number of sessions (refer to Terms of Reference for overtime cleaning activities)

.....

Overtime x ½

Cost per cleaner per overtime session.

R.....

Total cost per cleaner for all **Saturday** overtime sessions (Per day).

R.....

<u>Sunday</u> Number of sessions (refer to Terms of Reference for overtime cleaning activities) Overtime Double	Cost per cleaner per overtime session (Per day). R..... Total cost per cleaner for all Sunday overtime sessions. R.....	
TOTAL COST FOR ALL CLEANERS OVERTIME WORK (Aligned to the Terms of Reference) R.....		
TOTAL COST FOR OVERTIME (COMBINED – Project Manager, Supervisor and Cleaners) R.....		

CAR WASH SERVICE (REFER TO THE TERMS OF REFERENCE FOR SERVICES REQUIRED)	
Cost per car, 2 times per month	Total Cost p/month R.....
Cost per Mobile Truck, 2 times per month	Total Cost p/month R.....
GARDEN SERVICE (REFER TO THE TERMS OF REFERENCE FOR SERVICES REQUIRED)	
Cost per square meter, 2 times per month	Total Cost p/month R.....
Unpaved R.....	
Paved R.....	

CLEANING MATERIAL AND SANITARY CONSUMABLES AND SANITARY EQUIPMENT (REFER TO THE TERMS OF REFERENCE FOR SERVICES REQUIRED)
--

M.E.T

Description of the cleaning chemicals/requisites <u>(Attach a table reflecting individual units to be utilized per month and the cost of each unit)</u>	Total Cost of units to be utilized per month R..... Total Cost p/month R.....
Description of sanitary consumables to be used and sanitary equipment to be installed	Cost p/unit x number of units R..... Total Cost p/month R.....
Pest Control	Cost p/quarter x square meters R..... x 4 quarters R.....
Deep Cleaning of Couches	Cost p/couch p/term x number of couches R..... x 2 terms (6 MONTHLY) R.....
Deep Cleaning of Chairs	Cost p/chair p/term x number of chairs R..... x 2 terms (6 MONTHLY) R.....
Deep Cleaning of Carpet	Cost p/quarter x square meters R..... X 4 quarters R.....
Deep Cleaning of Windows	Cost p/quarter x floor R..... X 4 quarters R.....
Deep Toilet & Foyer Cleaning	Cost p/quarter x floor R..... X 4 quarters

	R.....
Deep Cleaning of the Stairs	Cost per floor (stairs) area (300sqm) R..... As and when requested
Overheads	Total Cost p/month R.....
TOTAL COST	R.....
Total Bid Price (All Costs Included)	
Total Bid Price p/month: R.....	
Total Bid Price for the 1 st Year: R.....	
TOTAL BID PRICE FOR THE FIRST 12 MONTHS (1st Year) – to be carried over to the SBD 3.1 Form	
DISASTER MANAGEMENT & EMERGENCIES (AS PER Section 7.1.17)	
<p>N.B. For the services listed below, the service provider must only claim for the work done. The invoice must reflect this accordingly. Proof of request for emergency services must be attached to the main invoice for the affected months).</p> <p>*Other types of emergencies – The service provider will submit a quotation. Specify the cost per service as requested below</p>	
Deep Cleaning of Couches	Cost p/couch R.....
Deep Cleaning of Chairs	Cost p/chair R.....
Deep Cleaning of Carpet	Cost p/square meter R.....
Flooding	Cost p/square meter R.....
Deep Cleaning of Toilets	Cost p/square meter R.....
Deep Cleaning of Foyer	Cost p/square meter R.....

M.G.T

Washing of interior windows	Cost p/square meter R.....
Deep Cleaning of the Stairs	Cost per floor (stairs) area R..... As and when requested

***NB: PRICE AND PRICE ADJUSTMENTS (ANNEXURE C)**

- All prices charged must be inclusive of VAT.
- The bid proposal must clearly indicate the total price for the first year of the contract.
- Price adjustments shall be done annually in line with the following:
 - Consumer Price Index approved by STATSSA after the anniversary of the contract, on the cost of services rendered;
 - Sectorial Determination as promulgated by the Department of Employment and Labour for the labour costs.

ANNEXURE – D – OFFICE INFORMATION

Free State Regional Office

SASSA Free State House (Iustitia Building)								
Floor Descripti on	Size of floor per square meters	Number of toilets	Number of Furniture	Number of Employe es	Number of cleaners per floor	Supervisor	Average number of visitors / Clients	Number of vehicles
Floor 6	780.3 m² 700 m²(Carpets) 80 m² (Tiles)	Male <ul style="list-style-type: none">• Three(3) toilets• Two(2) Urinal Females <ul style="list-style-type: none">• Four(4) Toilets	<ul style="list-style-type: none">• Leather chairs = 186• Fabric Chairs = 505• Leather couches = 2• Workstations / Tables = 415• Cabinets wood / steel =273• Pedestals =137	18	Two (2)Cleaners	One (1) Supervisor	250	Fourteen (14)
Floor 5	780.3 m² 700 m²(Carpets) 80 m² (Tiles)	Male <ul style="list-style-type: none">• Three(3) toilets• Two(2) Urinal Females Three(3) Toilets		25	Two (2)Cleaners			
Floor 4	780.3 m² 700 m²(Carpets)	Male		29	Two (2)Cleaners			

W.C.E.T

	80 m ² (Tiles)	<ul style="list-style-type: none"> • Three(3) toilets • Two(2) Urinal Females Three(3) Toilets					
Floor 3	780.3 m ² 700 m ² (Carpets) 80 m ² (Tiles)	Male <ul style="list-style-type: none"> • Three(3) toilets • Two(2) Urinal Females Three(3) Toilets	19	Two (2)Cleaners			
Floor 2	780.3 m ² 700 m ² (Carpets) 80 m ² (Tiles)	Male <ul style="list-style-type: none"> • Three(3) toilets • Two(2) Urinal Females Three(3) Toilets	31	Two (2)Cleaners			
Floor 1	780.3 m ² 700 m ² (Carpets) 80 m ² (Tiles)	Male <ul style="list-style-type: none"> • Three(3) toilets • Two(2) Urinal Females Three(3) Toilets	21	Two (2)Cleaners			
Parking 2		Male Three(3) Toilets					

	One (1) toilets • Two (2) urinal • Females Two(2) Toilets								
Parking 1									

(NB! Allocated cleaners for Regional Office must clean the parking areas)

Mangaung Metro

Bloemfontein Local Office (Justitia Building)									
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervisor	Average number of clients per month	Number of vehicles	
Local office	866.6 m ² 700 m ² (Carpets) 166.6 m ² (Tiles)	Male • Three (3) toilets • Two (2) urinal Females Six(6) Toilets	<ul style="list-style-type: none"> Leather chairs = 4 Fabric Chairs = 61 Workstations / Tables = 42 Cabinets woods / steel = 29 Pedestals = 7 	30	Two (2) Cleaners	One (1) Supervisor	3000	Seven (7) One (1) Mobile truck	

44.ET

Botshabelo Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervisors or	Average number of clients per month	Number of vehicles
Local office	623m ² (Tiles)	Male <ul style="list-style-type: none">Four(4) toiletsFour (4) urinal Females Six(6) Toilets	<ul style="list-style-type: none">Fabric Chairs = 109Workstations / Tables = 33Cabinets woods / steel = 17Pedestals = 2	29	Two (2)Cleaners	One (1) Supervisors or	3000	Five (5)

Thaba Nchu Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervisor	Average number of clients per month	Number of vehicles
Local office	912m ² 600 m ² (Carpets) 312 m ² (Tiles)	Male • Four(4) toilets • Three (3) urinal Females	 • Leather chairs =0 • Fabric Chairs = 110 • Workstations/ Tables = 65 • Cabinets woods / steel = 7	22	Two (2)Cleaners	One (1) Supervisor	1000	Six (6)

	Enclosed ten (10) parking bays to be cleaned once a week.	Six(6) Toilets	• Pedestals = 1				
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Xhariep District

Smithfield Local Office & Xhariep District Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervisor	Average number of clients per month	Number of vehicles
District & Local Office	420,54m ² 300 m ² (Carpets) 120,54 m ² (Tiles)	Male • Four(4) toilets Females • Five(5) Toilets	<ul style="list-style-type: none">• Leather chairs =1• Fabric Chairs = 84• Workstations / Tables =26• Cabinets woods / steel = 20• Pedestals = 9	14	One (1) Cleaner	One (1) Supervisor	1000	Six (6) One Mobile truck (1)

Zastron Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employ ees	Number of cleaners	Supervis or	Average number of clients per month	Number of vehicles
Service Office	221m ² (Tiles)	Male	<ul style="list-style-type: none">• Leather chairs =0• Fabric Chairs = 21• Leather couches=0• Workstations / Tables = 9	7	One (1) Cleaner	N/A	600	Five (5)
		Females	<ul style="list-style-type: none">• Cabinets woods / steel = 4• Pedestals = 2					

Jagersfontein Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employ ees	Number of cleaners	Supervis or	Average number of clients per month	Number of vehicles
Local office	243m ² (Tiles)	Male <ul style="list-style-type: none">Two (2) toiletsTwo (2) urinals	<ul style="list-style-type: none">Leather chairs =0Fabric Chairs = 28Leather couches=0Workstations / Tables =17	8	One (1) Cleaner	N/A	600	Four (4)

W.ET

		Female	<ul style="list-style-type: none"> • Cabinets woods / steel = 10 • Pedestals =2 						
		Disability	<ul style="list-style-type: none"> • 						
			<ul style="list-style-type: none"> • One (1) Toilet 						

Koffiefontein Local Office									
Office Description	Size of floor square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners or	Supervis	Average number of clients per month	Number of vehicles	
Local Office	198m ² (Tiles)	Male <ul style="list-style-type: none"> • Three(3) toilets • Three (3) urinal Females <ul style="list-style-type: none"> One (1) Toilet 	<ul style="list-style-type: none"> • Leather chairs = 0 • Fabric Chairs = 22 • Leather Couches= 0 • Workstations / Tables= 14 • Cabinets woods / steel = 3 • Pedestals = 0 	7	One (1) Cleaner	N/A	600	Five(5)	

M.ET

Trompsburg Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners per floor	Supervis or	Average number of clients per month	Number of vehicles
Local Office	80 m ² (Tiles)	Male <ul style="list-style-type: none">One (1) toiletsOne(1) urinal Females One (1) Toilet	<ul style="list-style-type: none">Fabric Chairs = 21Workstations / Tables = 8Cabinets woods / steel = 4Pedestals = 1	5	One (1) Cleaner	N/A	600	Four (4)

Lejweleputswa District

Lejweleputswa district office & Welkom Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervisor or	Average number of clients per month	Number of vehicles
District & local office	1400 m ² 800 m ² (Carpets)	Male • Six (6) toilets	 • Fabric Chairs = 183 • Workstations / Tables = 63	36	Three(3) Cleaner	One (1) Supervisor	3000	Eighteen (18)

	600 m ² (Tiles)	<ul style="list-style-type: none"> Eight (8) urinal <p>Females</p> <ul style="list-style-type: none"> Eight (8) Toilet 	<ul style="list-style-type: none"> Cabinets woods / steel = 30 Pedestals = 22 					
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Odendaalsrus Local Office								
Office Description	Size of floor square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Number of Supervisors	Average number of clients per month	Number of vehicles
Service Office	436.8m ² (Tiles)	<p>Male</p> <ul style="list-style-type: none"> Two (2) toilets two (2) urinal <p>Females</p> <p>Six (6) Toilet</p>	<ul style="list-style-type: none"> Fabric Chairs = 85 Workstations / Table = 19 Cabinets woods / steel = 7 	10	One(1) Cleaner	N/A	600	Three (3)

Bothaville Local Office								
Office Description	Size of floor square meters	Number of toilets	Number of furniture	Number of employees	Number of cleaners	Supervisor	Average number of clients per month	Number of vehicles
Local office	561 m ² (Tiles)	Male <ul style="list-style-type: none">Five (5) toiletsTwo (2) urinal Females <ul style="list-style-type: none">Seven (7) Toilet	<ul style="list-style-type: none">Fabric Chairs = 50Workstations Tables= 12Cabinets woods / steel = 4	10	One(1) Cleaner	One (1) Supervisor	600	Three (3)

Hertzogville Local Office								
Office Description	Size of floor square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners per floor	Supervisors	Average number of clients per month	Number of vehicles
Local office	220m ² (Tiles)	Male <ul style="list-style-type: none">One (1) toilets	<ul style="list-style-type: none">Fabric Chairs = 6Workstations / Table = 5	2	One (1) Cleaner	N/A	600	One (1)

Winburg Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervis or	Average number of clients per month	Number of vehicles
Service Office	120mm ² (Tiles)	Male • One (1) toilets Females One (1) Toilet	• Fabric Chairs = 9 • Workstations / Tables= 5	2	One (1) Cleaner	N/A	600	N/A
		Females • One (1) Toilet	• Cabinets woods / steel = 3 • Pedestals =2					

Thabo Mofutsanyane District

QwaQwa Local Office & District Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervisor	Average number of clients per month	Number of vehicles
District Office & Local Office	1015 m ² (Tiles)	Male <ul style="list-style-type: none">• Six(6) toilets• four (4) Urinary Females Ten (10) Toilet	<ul style="list-style-type: none">• Leather chairs = 3• Fabric Chairs = 175• Leather Couches =4• Leather couches =0• Workstations / Tables = 92• Cabinets woods / steel = 25• Pedestals =36	48	Three (3) Cleaners	One (1) Supervisor	3000	Twelve (12) One(1) Mobile Truck

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Bethlehem Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervisor	Average number of clients per month	Number of vehicles
Local Office	581m ² 300 m ² (Tiles) 281 m ² (Carpets)	Male <ul style="list-style-type: none">• Two(2) toilets• Two (2) Urinals Females Four (4) Toilet	<ul style="list-style-type: none">• Fabric Chairs = 116• Workstations / tables = 60• Cabinets woods / steel =18• Pedestals = 31	25	Two (2) Cleaners	One (1) Supervisor	1000	Seven (7)

Senekal Local Office								
Office Description	Size of floor square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervis or clients	Average number of clients per month	Number of vehicles
Local Office	198m ² (Tiles)	Male <ul style="list-style-type: none">One (1) toilettwo (2) urinal	<ul style="list-style-type: none">Fabric Chairs = 86Workstations / Table = 38	16	One(1) Cleaner	One (1) Supervisor	600	Four (4)

		Females	<ul style="list-style-type: none"> Cabinets woods / steel = 13 						
		<ul style="list-style-type: none"> Two (2) Toilets 							

Ficksburg Local Office									
Office Description	Size of floor square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners per floor	Supervis or	Average number of clients per month	Number of vehicles	
Local office	68.19m ² (Tiles)	Male <ul style="list-style-type: none"> One (1) toilets One urinal Females <ul style="list-style-type: none"> One (1) Toilet 	<ul style="list-style-type: none"> Fabric Chairs = 18 Workstations / Tables = 6 Cabinets woods / steel = 4 Pedestals = 1 	8	One(1) Cleaner	N/A	600	Two (2)	

Ladybrand Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervis or	Average number of clients per month	Number of vehicles
Local office	120m ² (Tiles)	Male <ul style="list-style-type: none">• Three (3) toilets• One (1) Urinal Females Four (4) Toilet	<ul style="list-style-type: none">• Fabric Chairs = 14• Workstations / Tables = 16• Cabinets woods / steel = 4• Pedestals = 4	6	One(1)	N/A	600	two (2)

Tweespruit Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners per floor	Supervis or	Average number of clients per month	Number of vehicles
Service Office	88 m ² (Tiles)	Male	<ul style="list-style-type: none">Fabric Chairs = 4Workstations/ Tables = 3	3	One (1) Cleaner	N/A	600	One (1)

		• Two (2) toilets Females	• Cabinets woods / steel = 1					
		• Two (2) Toilet						

Vrede Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Employees	Number of cleaners	Supervis or	Average number of clients per month	Number of vehicles
Local office	120 m ² (Tiles)	Male • One (1) toilets Females One (1) Toilet	<ul style="list-style-type: none"> Fabric Chairs = 34 Workstations / tables = 6 Cabinets woods / steel = 5 	5	One (1) Cleaner	N/A	600	Two (2)
Harrismith Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Employees	Number of cleaners per floor	Supervis or	Average number of clients per month	Number of vehicles
Service office	49,42 m ² (Tiles)	Male • One (1) toilets	• Fabric Chairs =10	3	One (1) Cleaner	N/A	600	N/A

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		<ul style="list-style-type: none"> One (1) urinals 	<ul style="list-style-type: none"> Workstations / Tables = 7 Cabinets woods / steel = 5 Pedestals = 1 						
		Females One (1) Toilet							

Fezile Dabi District

Sasolburg Local office & District Office									
Floor Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervisor	Average number of clients per month	Number of vehicles	
District & Local office	900 m ² (Tiles)	Male <ul style="list-style-type: none"> two (2) toilets two (2) Urinal Females six (6) Toilet	<ul style="list-style-type: none"> Leather chairs = 3 Fabric Chairs = 71 Workstations / Tables = 39 Cabinets woods / steel = 15 Pedestals = 1 	30	Two(2) Cleaners	One(1) Supervisor	3000	Eighteen (18)	

Kroonstad Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervisor	Average number of clients per month	Number of vehicles
Local office	694.88 m ² 500 m ² (Carpets) 198.88 m ² (Tiles) Eighteen (18) enclosed parking bays to be cleaned once a week.	Male • Two (2) toilets • Two (2) Urinal Females Three (3) Toilet	<ul style="list-style-type: none">• Fabric Chairs = 82• Workstations / Table= 21• Cabinets woods / steel = 14• Pedestals = 7	26	Two (2) Cleaners	One (1) Supervisor	1000	Twelve (12)

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Frankfort Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employ ees	Number of cleaners	Supervis or	Average number of clients per month	Number of vehicles
Local Office	182 m ² (Tiles)	Male • three (3) toilets • One (1) Urinal Females three (3) Toilet	 • Fabric Chairs = 37 • Workstations / Table= 9 • Cabinets woods / steel = 1	9	One (1) Cleaner	N/A	600	Two (2)

Zamdela Local Office								
Office Description	Size of floor per square meters	Number of toilets	Number of furniture	Number of Employees	Number of cleaners	Supervis or	Average number of clients per month	Number of vehicles
Service Office	80 m ² (Carpets)	Male	<ul style="list-style-type: none">Fabric Chairs = 10Workstations / Table = 3	4	One (1) Cleaner	N/A	600	N/A
		<ul style="list-style-type: none">One (1) toiletsOne (1) Urinal						
		Females						
		One (1) Toilet						

44.0.7

Summary of Total Number of Cleaners, Supervisors & Projects Manager

Name of Office	Number of Cleaners	Number of supervisors	Number of Project Managers	Remarks
Regional Office	12	1	1	The Project Manager will manage Regional office , Mangaung Metro and Xhariep District
Mangaung Metro	6	3		
Xhariep District	5	1		
Lejweleputswa District	7	2	1	The Project Manager will manage Lejweleputswa District and Fezile District
Fezile Dabi	6	2		
Thabo Mofutsanyane District	11	3	1	The Project Manager will manage Thabo Mofutsanyane District.
Total Numbers	47	12	3	

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Summary of Total Numbers of cars including Mobile Trucks

Name of Office	Number of Cars	Number of Mobile Trucks
Regional Office	14	N/A
Mangaung Metro	18	1
Xhariep District	24	1
Lejweleputswa District	25	N/A
Fezile Dabi District	32	N/A
Thabo Mofutsanyane District	30	1
Total Number	143	3

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ANNEXURE E

1.1 Key Performance Areas and Indicators

- 1.1.1 THE SERVICE PROVIDER is expected to comply 100% to the contractual agreement and SASSA is also expected to pay full amount charged by the service provider on a monthly basis, for services rendered.
- 1.1.2 Where there are failures in meeting any of the KPAs, a Rectification Order will be issued by SASSA to the SERVICE PROVIDER.
- 1.1.3 THE SERVICE PROVIDER then shall be given a specified amount of time to rectify the issue raised in the Rectification Order.
- 1.1.4 Independent quality audits may be carried by an external consultant at SASSA's request. The aim will be to measure the cleaning performance in the building.
- 1.1.5 If there is a failure to rectify the issue within the prescribed time frame, penalty points shall be deducted for each failure as detailed under the penalty point value.
- 1.1.6 Monthly meetings are to be held to review contract performance based on the KPAs.

1.2 Penalties

- 1.2.1 Each KPA is allocated 100 points.
- 1.2.2 If issues in the Rectification Orders are not addressed within the Rectification Time the penalty points, shall be deducted as follows:

PENALTIES				
KEY PERFORMANCE AREA	TARGET	MEASURED BY	RECTIFICATION TIME (HOURS)	PENALTY POINTS (Deducted from 100)
A. Cleanliness standards in the following key service areas: <ul style="list-style-type: none">Bathrooms;	<ul style="list-style-type: none">All key service areas cleaned in line with the specifications.	<ul style="list-style-type: none">Justifiable and verified complaintsInspections conducted by both	2 hours	70

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PENALTIES				
KEY PERFORMANCE AREA	TARGET	MEASURED BY	RECTIFICATION TIME (HOURS)	PENALTY POINTS (Deducted from 100)
<ul style="list-style-type: none"> Kitchens (sink/fridges/microwaves) Water Coolers; Workstations (chairs, tables); Carpeted/Tiled Floors; Pause Area; Lifts; Boardrooms; Storerooms; Dustbins; Waste Room; Window Seats; Glass Doors/Walls; and all other areas as per specifications 	<ul style="list-style-type: none"> 85% of officials rating the overall service good or above. 	Project Managers and Supervisor <ul style="list-style-type: none"> Quarterly Survey 		
B. Cleaners Daily Work Attendance	<ul style="list-style-type: none"> Supervisor or Assistant Supervisor always available 100% of staff are available for their contracted hours of work Competent Relievers for absent cleaners and those on leave reporting for duty before 08:30 	<ul style="list-style-type: none"> Monitoring of the Daily Attendance Register by SASSA's Project Manager and Supervisor Justifiable and Verified Complaints 	1 hour	85
C. Provision and Maintenance of Sanitary Equipment and Consumables	<ul style="list-style-type: none"> SABS approved sanitary equipment and consumables 	<ul style="list-style-type: none"> SABS approved certificates submitted quarterly 	24 hours	100
	<ul style="list-style-type: none"> Sanitary equipment functioning 	<ul style="list-style-type: none"> Justifiable and verified complaints 	24 hours	

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PENALTIES				
KEY PERFORMANCE AREA	TARGET	MEASURED BY	RECTIFICATION TIME (HOURS)	PENALTY POINTS (Deducted from 100)
	at all times	<ul style="list-style-type: none"> Servicing schedule for sanitary equipment. Inspections conducted by SASSA's Project Manager and Supervisor 		
	<ul style="list-style-type: none"> Sanitary Waste Bins emptied weekly 	<ul style="list-style-type: none"> Justifiable and verified complaints. 	1 hour	
	<ul style="list-style-type: none"> No shortage of sanitary consumables in ablution facilities. 	<ul style="list-style-type: none"> Inspections conducted by SASSA's Project Manager and Supervisor Justifiable and confirmed complaints. 	1 hour	
	<ul style="list-style-type: none"> Daily refills done before 07:00 a.m. 	<ul style="list-style-type: none"> Inspections conducted by SASSA's Project Manager and Supervisor. 		
	<ul style="list-style-type: none"> Order of e.g. chairs, tables, dustbins in offices and workstations restored after chairs and deep carpet cleaning. 	<ul style="list-style-type: none"> Inspections conducted by either Project Managers or their delegates. Justifiable and verified complaints. 	2 hours	70
D. Provision of Quarterly Cleaning Exercises	<ul style="list-style-type: none"> Chairs and carpet cleaned in line with specifications 	<ul style="list-style-type: none"> Inspections conducted by SASSA's Project Manager and Supervisor. Cleanliness checklists and signed off attendance registers Justifiable and verified complaints 	168 hours	

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KEY PERFORMANCE AREA		TARGET	MEASURED BY	RECTIFICATION TIME (HOURS)	PENALTY POINTS (Deducted from 100)
E	Provision and Maintenance of General Cleaning Equipment and Supplies	<ul style="list-style-type: none"> All Quarterly Exercises (Deep Carpet Cleaning, Chair Cleaning, Pest Control, Interior Windows Cleaning, Foyer & Deep Carpet Cleaning) completed in line with set time frames and specifications. 	<ul style="list-style-type: none"> Inspections conducted by SASSA's Project Manager and Supervisor. Justifiable and verified complaints. 	168 hours	100
		<ul style="list-style-type: none"> SABS approved cleaning equipment and supplies 	<ul style="list-style-type: none"> SABS approved certificates submitted quarterly 	24 hours	
		<ul style="list-style-type: none"> Functional and adequate cleaning equipment at all times 	<ul style="list-style-type: none"> Inspections conducted by SASSA's Project Manager and Supervisor. List of equipment for each cleaner. Signed off delivery note of stock. 	24 hours	
		<ul style="list-style-type: none"> No shortage of general cleaning supplies 	<ul style="list-style-type: none"> Justifiable and verified complaints. 	3 hours	
F	Presentation and Uniform	<ul style="list-style-type: none"> All staff well presented in company uniform. 	<ul style="list-style-type: none"> Inspections conducted by SASSA's Project Manager and Supervisor 	24 hours	70
		<ul style="list-style-type: none"> Cleaners having winter and summer uniform. Cleaners wearing name tags always. 	<ul style="list-style-type: none"> Justifiable and verified complaints 		
G	Safety System and Public Liability	<ul style="list-style-type: none"> Signage – clear and visual signs of safety (wet floor signs) 	<ul style="list-style-type: none"> Inspections conducted by SASSA's Project Manager and Supervisor 	20 minutes	100
		<ul style="list-style-type: none"> Protective Clothing – usage of safety clothing (e.g. gloves, masks, shoes etc.) by cleaners. 	<ul style="list-style-type: none"> Justifiable and verified complaints 	48 hours	
		<ul style="list-style-type: none"> Cleaners promptly attend to spills 		Immediately	
		<ul style="list-style-type: none"> First aid kit and one of staff 	<ul style="list-style-type: none"> Complete first aid kit. 	24 hours	

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PENALTIES				
KEY PERFORMANCE AREA	TARGET	MEASURED BY	RECTIFICATION TIME (HOURS)	PENALTY POINTS (Deducted from 100)
H Training and Competence of Staff	members trained on first aid.			
	<ul style="list-style-type: none"> Proactive measures by Service Provider to prevent damage or injury 	<ul style="list-style-type: none"> Assessment of the Company's Measures to prevent injury and damage. 	120 hours	
	<ul style="list-style-type: none"> Public liability certificates submitted to SASSA annually 	<ul style="list-style-type: none"> Assessment of Company's Claims Handling Procedure. 	24 hours	
	<ul style="list-style-type: none"> Efficient processing of claims 	<ul style="list-style-type: none"> Monitoring the processing of SASSA's claims. 	Immediately	
	<ul style="list-style-type: none"> Supervisor, cleaners and relievers trained on cleaning all areas as per specifications and competent. 	<ul style="list-style-type: none"> Inspection of training records by both Project Managers – training certificates. 	120 hours	100
I	<ul style="list-style-type: none"> Supervisor trained on supervisory role and competent. 	<ul style="list-style-type: none"> Experience of sub-contractor 	120 hours	
	<ul style="list-style-type: none"> Supervisor/cleaners/sub-contracted companies experienced and competent in the performance of deep carpet cleaning, pest control, interior window cleaning, foyer and deep toilet cleaning. 	<ul style="list-style-type: none"> Justifiable and confirmed complaints 		
	<ul style="list-style-type: none"> Supervisor, cleaners and relievers trained on: <ul style="list-style-type: none"> ✓ Occupational Health & Safety; ✓ Operation of equipment; ✓ Mixing of chemicals; ✓ And other appropriate training as per cleaning and sanitation industry requirements. 			
	<ul style="list-style-type: none"> Expert and competent 	<ul style="list-style-type: none"> Compliance to the service standards 	48 hours	70

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PENALTIES				
KEY PERFORMANCE AREA	TARGET	MEASURED BY	RECTIFICATION TIME (HOURS)	PENALTY POINTS (Deducted from 100)
Stability and Consistency in the provision of Cleaning and Sanitation Services	Supervisor and Cleaners regardless of the changes.	• Justifiable and confirmed complaints		
	• Timeous notification on changes of staff from the service provider.	• Feedback on change notifications from SASSA Project Manager	Immediately	
	• Swift replacement of incompetent staff	• Consistent poor staff performance	24 hours	
J Customer Service	• Individual cleaners conducting themselves in a professional manner.	• Feedback from staff (justifiable)	24 hours	70
		• Inspections conducted by SASSA's Project Manager and Supervisor		
	• Company Director and Project Manager conducting themselves in a professional manner.	• Justifiable and confirmed complaints from the SASSA Project Manager.	24 hours	

1.3 Penalty and Reward System

- 1.3.1 THE SERVICE PROVIDER will be penalized if more than 101 points are issued per month:
- 1.3.1.1 Either in one KPA or in various KPAs, particularly if the Rectification Order(s) issues were not completed in the specified time frame.
- 1.3.1.2 THE SERVICE PROVIDER shall also receive a complimentary/compliance letter where compliance to the KPAs is achieved and Rectification Orders are completed within the stated time frame on a monthly basis.
- 1.3.1.3 The table below sets out penalties which shall be levied:

POINTS VALUE	PERFORMANCE DEDUCTIONS
420	Contract Review at Risk
390	80% of Monthly Payment at Risk
360	70% of Monthly Payment at Risk
330	60% of Monthly Payment at Risk
300	50% of Monthly Payment at Risk
270	40% of Monthly Payment at Risk
240	30% of Monthly Payment at Risk
210	20% of Monthly Payment at Risk
180	10% of Monthly Payment at Risk
150	5% of Monthly Payment at Risk
120	1% of Monthly Payment at Risk
100	Threshold
Less than 100	Compliance Letter

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THUS DONE AND SIGNED by or on behalf of the **PARTIES**, in the presence of the undersigned witnesses, at the places appearing in the appropriate spaces below, on the dates as specified.

FOR SASSA : Full names and surname:	FOR THE SERVICE PROVIDER : Full names and surname:
Designation:	Designation:
Signature:	Signature:
Date:	Date:
Place:	Place:
AS WITNESSES (Full name and surname)	AS WITNESSES (Full name and surname)
1.	1.
2.	2.

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ANNEXURE F

SQUARE METER PER GARDEN

XHARIEP DISTRICT		
Office Name	Size of the Garden in square metres	Types of Services
Smithfield Local office	2839 – Unpaved area 820 – Paved area	<ul style="list-style-type: none">• Taking out the weed including paved spaces;• Cleaning the yard (pick up litter);• Trimming flowers/shrubs;• Sweeping surroundings; and• Removal of rubble and waste
Jagersfontein Local Office	2240 – Unpaved area	<ul style="list-style-type: none">• Taking out the weed including paved spaces;• Cleaning the yard (pick up litter);• Cutting the grass;• Sweeping surroundings; and• Removal of rubble and waste
Zastron Local Office	300 – Unpaved area 451 – Paved area	<ul style="list-style-type: none">• Taking out the weed including paved spaces;• Cleaning the yard(pick up litter);• Cutting the grass;

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		<ul style="list-style-type: none"> • Trimming flowers/shrubs; • Sweeping surroundings; and • Removal of rubble and waste
LEJWELEPUTSWA DISTRICT		
Office Name	Size of the Garden in square metres	Types of Services
Welkom Local office	11147– Unpaved area 1995 – Paved area	<ul style="list-style-type: none"> • Taking out the weed including paved spaces; • Cleaning the yard(pick up litter); • Cutting the grass; • Cutting of trees; • Trimming flowers/shrubs; • Sweeping surroundings; and • Removal of rubble and waste
Winburg Local Office	2100 – Unpaved area	<ul style="list-style-type: none"> • Taking out the weed including paved spaces; • Cleaning the yard(pick up litter); • Cutting the grass; • Trimming flowers/shrubs; • Sweeping surroundings; and • Removal of rubble and waste

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THABO MOFUTSANYANE DISTRICT		
Office Name	Size of the Garden in square metres	Types of Services
Bethlehem Local Office	666 – Unpaved area 1419 – Paved area	<ul style="list-style-type: none"> • Taking out the weed including paved spaces; • Cleaning the yard(pick up litter); • Cutting the grass; • Trimming flowers/shrubs; • Cutting of trees; • Sweeping surroundings; and • Removal of rubble and waste
Tweespruit Local Office	262 – Unpaved area 106 – Paved area	<ul style="list-style-type: none"> • Taking out the weed including paved spaces; • Cleaning the yard(pick up litter); • Cutting the grass; • Trimming flowers/shrubs; • Sweeping surroundings; and • Removal of rubble and waste

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FEZILE DABI DISTRICT		
Office Name	Size of the Garden in square metres	Types of Services
Frankfort Local Office	1818 – Unpaved area 310 – Paved area	<ul style="list-style-type: none"> • Taking out the weed including paved spaces; • Cleaning the yard(pick up litter); • Cutting the grass; • Cutting of trees; • Trimming flowers/shrubs; • Sweeping surroundings; and • Removal of rubble and waste

DESCRIPTION OF BID: PROVISION OF CLEANING, SANITATION, CAR WASH AND GARDENING SERVICES FOR SASSA FREE STATE REGION FOR THE PERIOD OF THREE (3) YEARS - SASSA: 49-23-CS-FS

AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20.....,

Mr/Mrs.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

.....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:.....

(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1 **DATE:**.....

2 **DATE:**.....



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at the right time and place. NJALO!]*

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that
I am the sole owner of the business trading as

.....

SIGNATURE.....

DATE.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by
every partner:

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

We, the undersigned partners in the business trading as
.....
hereby authoriseto sign this bid as well as
any contract resulting from the bid and any other documents and correspondence in
connection with this bid and /or contract on behalf of

.....

SIGNATURE

SIGNATURE

SIGNATURE

.....

.....

.....

DATE

DATE

DATE



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at the right time and place. NJALO!*]

South African Social Security Agency
Free State Region

Iustitia Building • Cnr Aliwal & St. Andrews Street • Bloemfontein
Private Bag X20553 • Bloemfontein 9300

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D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at
Mr/Ms....., whose signature appears below, has
been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)

.....
.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS..... **DATE:**

SIGNATURE OF SIGNATORY:**DATE:**

WITNESSES: 1.....

DATE:.....

2.....

DATE:.....



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E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at.....
Mr/Ms....., whose signature appears below, has
been authorised to sign all documents in connection with this bid on behalf of (Name of
cooperative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1 **DATE:**

2 **DATE:**



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F. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(Whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

(PRINT NAME)

SIGNATURE:..... DATE:.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

(PRINT NAME)

SIGNATURE:..... DATE:.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

(PRINT NAME)

SIGNATURE:..... DATE:.....



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

South African Social Security Agency
Free State Region

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Private Bag X20553 • Bloemfontein 9300

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IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

(PRINT NAME)

SIGNATURE:..... **DATE:**.....

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

(Whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... **DATE:**.....



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