

SASSA: 05-22-CS-NC

INVITATION TO BID

SASSA: 05-22-CS-NC Appointment of a Service Provider for the provisioning of Cleaning, Disinfecting, Car Wash, Sanitation, Pest Control And Gardening Services for SASSA: Northern Cape Region for a period of 36 months.

A **COMPULSORY BRIEFING SESSION** will be held on 30 June 2022, the compulsory briefing session will be held at the Kimberley City Hall at 11:00.

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

: **SASSA Northern Cape Regional Office
Ground Floor
Permanent 'Perm' Building
No: 33 Du Toitspan Road
(Cnr. Du Toitspan Road & Phakamile Mabija)
Kimberley
8301**

CLOSING DATE : **15 July 2022**
TIME : **11:00**

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON : **Ms Martina Masanabo**
CONTACT NUMBER : **053 8024976**

SUPPLY CHAIN MANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON : **MR KAGISHO TSOMAGAE**
CONTACT NUMBER : **053 802 4915**

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



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at the right time and place. NJALO!]*

South African Social Security Agency
Northern Cape Region

SASSA REGIONAL OFFICE • 33 Du Toitspan Road
Cnr Du Toit Span Road & Phakamile Mabija
Permanent Perm Building
Kimberley 8301

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA:05-22-CS-NC	CLOSING DATE:	15 July 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISIONING OF CLEANING, DISINFECTING, CAR WASH, SANITATION, PEST CONTROL AND GARDENING SERVICES SPECIFICATIONS FOR SASSA: NORTHERN CAPE FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ground Floor, Permanent 'Perm' Building; 33 Du Toit Span Road (Cnr. Du Toitspan Road & Phakamile Mabija) Kimberley, 8301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Kagisho Tsomagae		CONTACT PERSON	Ms. Ms Martina Masanabo	
TELEPHONE NUMBER	053 802 4915		TELEPHONE NUMBER	053 802 4976	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Kagishot@sassa.gov.za		E-MAIL ADDRESS	MartinaMa@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number...SASSA: 05-22-CS-NC
Closing Time 11:00	Closing date...15 July 2022.....

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)
----------	----------	-------------	---

- | | | |
|---|--|--------------------------|
| - | 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**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE ACT.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) The **80/20 preference** point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.2 DISPOSAL OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

3.3 POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{max} = Price of highest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of paragraphs 5.2 and 6.2 of the Addendum to the SASSA Supply Chain Management Policy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 3.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if sub-contracting with an enterprise in terms of the SASSA's Terms of Reference (TOR) or Specification:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

**CLEANING, DISINFECTING, CAR WASH,
SANITATION, PEST CONTROL AND GARDENING
SERVICES SPECIFICATIONS FOR SASSA:
NORTHERN CAPE FOR A PERIOD OF 36 MONTHS.**

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1. OBJECTIVE

1.1. The main objective is to procure the cleaning, disinfecting, car wash, sanitation, pest control and gardening services for SASSA Northern Cape Region for a period of 36 months. The contract period is from 01 October 2022 to 30 September 2025.

1.2. Pre - qualification criteria

This bid is subject to a pre - qualification criteria. In order to qualify for this bid, the tenderer must be an EME with a BBBEE Status level of contributor 1 and or an EME contributor level 1 with at least 51% women ownership.

Failure to comply with the pre – qualification criteria, will render the bid non responsive.

2. BACKGROUND

2.1. 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 the integrity of the whole system.

2.2. According to Section 8 (1) of the Occupational Health and Safety Act, Act, 1993 (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.

2.3. SASSA NC is currently structured as follows:

2.3.1 Regional Office;

2.3.2 5 X District Offices; and

2.3.3 53 x Local Offices;

2.3.4 1 Satellite Office

The prospective bidder will be required to provide all required services at the offices indicated above.

NB: Details on the square meters and floor plan for Regional, District and Local Offices are on **Annexure 1**.

3. COMPULSORY BRIEFING SESSION

3.1 A **COMPULSORY BRIEFING SESSION** will be held on 30 June 2022. The compulsory briefing session is an essential part of this bidding process, as it promotes efficiency, transparency and equality, which are important principles in any Supply Chain Management process. The briefing session further affords prospective bidders an opportunity to clearly understand the services required, the environment in which the service will be rendered and the compliance requirements.

4. SCOPE OF WORK

4.1 The appointed service provider will be required to provide the services outlined in the sections below:

4.1.1 Office Cleaning Services Requirements

The provision of cleaning services by vacuuming, sweeping, dusting, wiping, polishing, scrubbing, mopping and washing surfaces, adhering strictly to the Cleaning Colour Coding Guide (**ANNEXURE 8**); provision of deep cleaning services of couches and chairs every six months at all SASSA Northern Cape Region Offices listed in **ANNEXURE 1** – under square meters per office. (**See detailed specification as ANNEXURE 2**)

4.1.2 Disinfecting Requirements (COVID-19)

Disinfect SASSA Offices once a quarter and immediately upon request by SASSA if there is an outbreak of the pandemic at any of our offices, adhering strictly to the Cleaning Colour Coding Guide (**ANNEXURE 8**). (See detailed specification as **ANNEXURE 3**)

4.1.3 Car Wash Requirements

Washing SASSA vehicles in a secure and safe car wash facility closest to all SASSA Northern Cape Regional, District and Local Offices. (See detailed specification as **ANNEXURE 4**).

4.1.4 Sanitary Consumable Requirements

The provision, installation and maintenance of sanitary consumables i.e. Supply and installation of dispensers as well as the replenishment of consumables, adhering strictly to the Cleaning Colour Coding Guide (**ANNEXURE 8**). (See detailed specification as **ANNEXURE 5**)

4.1.5 Pest Control

Provision of fumigation services on a quarterly and on an as and when required basis. (See detailed specification as **ANNEXURE 6**)

4.1.6 Gardening Services Requirements

Provision of gardening services (maintenance and overall care) at listed offices as per **ANNEXURE 1**. (See detailed specification as **ANNEXURE 7**)

4.2 Personnel Requirements

To meet the demands of the SASSA Northern Cape Regional Office, 5 x District Offices and 53 Local Offices for the above specification, the following requirements in terms of personnel must be met:

- A total number of 73 cleaners are required. Each office must have a dedicated cleaner;
- The total number of supervisors required is 7. There must be a full time Supervisor;

**TERMS OF REFERENCE FOR THE PROVISIONING OF CLEANING, DISINFECTING, CAR WASH, SANITATION, PEST CONTROL AND GARDENING
SERVICES FOR SASSA: NORTHERN CAPE REGION FOR A PERIOD OF 36 MONTHS.**

- There must be two (2) Project Managers (not full time). However, he/she must always be available as and when required to attend to contract related matters.
- Number of Cleaners per office and Cleaning Equipment

Office	Total No. of Cleaners	Number of Supervisors	Industrial Heavy Duty Carpet Cleaner(Wet and Dry)	Industrial Vacuum Cleaner(less noise)	Buffing Machines	Mop Trolley,Mop and Buckets
Regional Office	10	1	3	3	3	10 of Trolleys, Mops and Buckets
Frances Baard	15	1	2	2	2	15 of Trolleys, Mops and Buckets
Pixely Ka Seme	16	1	3	3	2	16 of Trolleys, Mops and Buckets
John Taolo Gaetsewe	10	1	1	1	1	10 of Trolleys, Mops and Buckets
ZF Mqacwu	10	1	4	4	1	10 of Trolleys, Mops and Buckets
Namakwa	12	2	3	3	1	12 of Trolleys, Mops and Buckets
Total	73	7	14	16	10	73 Trolleys, Mops and Buckets

NB. All the above requirements should be clearly defined in the Price Structure Template (ANNEXURE 9). Non-compliance will render the Bid non-responsive.

5. LEGAL REQUIREMENTS

5.1 The contract shall in all respects be constructed in accordance with the laws of the Republic of South Africa

5.2 Bidder(s) must comply, but not limited to, with the following relevant legislation:

- The Constitution of the Republic of South Africa, 1996.
- the Unemployment Insurance Act, 2001 (act no. 63 of 2001);
- Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993),
- Occupational Health and Safety Act, 1993 (Act no. 85 of 1993;
- The Preferential Procurement Policy Framework Act No. 5 of 2000 and National Treasury Implementation Guide – Preferential Procurement Regulations, 2017. Etc.

6. MANDATORY CRITERIA

All bidders must comply with the following requirements and submit all related documents. Failure to submit the required documents will render the bid non-responsive and lead to disqualification.

6.1 Pre - qualification criteria

This bid is subject to a pre - qualification criteria. In order to qualify for this bid, the tenderer must be an EME with a BBBEE Status level of contributor 1 and or an EME contributor level 1 with at least 51% women ownership. Failure to comply with the pre – qualification criteria, will render the bid non-responsive.

6.2 BBBEE Certificates or sworn affidavits

In order to proof compliance with the pre – qualification criteria, bidders are required to submit certified BBBEE Certificates issued by duly authorised agencies or originally certified sworn affidavits to confirm BBBEE Status. Non-submission will render the bid non-responsive as pre – qualification cannot be confirmed.

6.3 All bidder(s) must be registered with the following and submit related documents as indicated in the table below:

**TERMS OF REFERENCE FOR THE PROVISIONING OF CLEANING, DISINFECTING, CAR WASH, SANITATION, PEST CONTROL AND GARDENING
SERVICES FOR SASSA: NORTHERN CAPE REGION FOR A PERIOD OF 36 MONTHS.**

- 6.3.1 National Treasury's Central Supplier Database (CSD),
- 6.3.2 Compensation for Occupational Injuries and Diseases Act (COIDA)
- 6.3.3 Unemployment Insurance Fund (UIF).
- 6.3.4 South African Revenue Services (SARS)
- 6.3.5 National Contract Cleaners Association (NCCA) and or Black Economic Empowerment Cleaning Association (BEECA).
- 6.3.6 South African Pest Control Association (SAPCA)
- 6.3.7 Proof that cleaning, disinfection and pest control material is South African Bureau of Standard (SABS) or South African Technical Auditing Service (SATAS) approved.

No.	Document that must be submitted	EXPLANATORY NOTES
1.	Registration on Central Supplier Database (CSD	Bidder(s) must be registered as a service provider on the Central Supplier Database (CSD). If a bidder is not registered, he/she should proceed to complete the registration of the company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain a vendor number. Submit proof of registration and CSD Master Registration Number (MAAA...)
2.	Valid Certified copy of COIDA certificate or letter of good standing for both main bidder (s) and subcontractor(s	Compliance with: • Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993); • The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993;
3.	Valid certified copy of UIF certificate or letter of good standing	Compliance with the Unemployment Insurance Act, 2001 (act no. 63 of 2001)
4.	Valid certified copy National Contract Cleaners Association (NCCA) certificate or letter of good standing/ or Black Economic Empowerment Cleaning	The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);

TERMS OF REFERENCE FOR THE PROVISIONING OF CLEANING, DISINFECTING, CAR WASH, SANITATION, PEST CONTROL AND GARDENING SERVICES FOR SASSA: NORTHERN CAPE REGION FOR A PERIOD OF 36 MONTHS.

No.	Document that must be submitted	EXPLANATORY NOTES
	Association (BEECA).	
5.	Valid certified copy of South African Pest Control Association (SAPCA) certificate	The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993); Bidders should provide us with a certificate In their own company name. The SAPCA certificate must be of the bidder's
6.	Valid certified copy of certificates proofing that cleaning, disinfection and pest control material is South African Bureau of Standard (SABS) or South African Technical Auditing Service (SATAS) approved.	The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);

6.4 Profile of the company outlining

- 6.4.1 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, disinfecting, car wash, sanitation, pest control and gardening services);
- 6.4.2 List of past cleaning contracts (contact persons and numbers must be included for reference purposes);
- 6.4.3 List of current cleaning contracts (contact persons and numbers must be included for reference purposes);

6.5 Current and past contracts (ANNEXURE 10)

- 6.5.1 A list of current and past contracts 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 (Annexure 10)
- 6.5.2 Indicate all the current and past contracts in the table below and **ONLY** those relevant to the cleaning, disinfecting, car wash, sanitation, pest control and gardening services required in the bid specifications. Only the relevant experience shall be considered for bid evaluation purposes.

6.6 Pricing Structure Template (ANNEXURE 9)

- 6.6.1 Price Structure Template **ANNEXURE 9** should be completed by each bidder and failure to submit a Fully Completed Pricing Structure Template will render the bid non-responsive.
- 6.6.2 The Bidders must calculate their prices according to the Department of Labour's latest published minimum employee wages, annual bonuses, leave and sick leave. Minimum wages escalate in November of each year. As indicated in the Sectoral Determination. Detailed particulars of the latest Government Gazette and Government Notice used to calculate the employee's wages must be attached to bid documents.
- 6.6.3 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.

6.7 Appointment of Service Provider

One service provider will be appointed for all services. Therefore, bidders should indicate how they will comply with the requirements of the Bid for all services.

In the event that the bidder cannot render disinfection and pest control in-house / directly, this matter should be stated clearly in the bid document. The bidder should indicate a sub-contractor as per SBD 6.1 paragraph 7

- 6.8 In the event that these services will be sub-contracted, sub-contracting principles as stipulated below in paragraph 6.11.2 should be adhered to. Non-adherence with above will render the main bidder non-responsive.

6.9 Joint Ventures/Consortiums and Sub-contracting

6.9.1 Joint Ventures/Consortiums

- a) In the event that bidders submit a proposal as a Joint Venture or Consortium, they must submit concrete proof of the existence of joint ventures and/or consortium arrangements. SASSA will accept agreements duly signed by all parties to the contract as well as witnesses as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- b) The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of

attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

- c) Standard bidding documents (SBD) forms and proof of registration as required in paragraph 6.3 must be fully completed and submitted by each company.
- d) A consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits an originally certified joint B-BBEE status level certificate.

6.9.2 Sub-contracting

In the event that bidders are not accredited/certified to render disinfection and/or pest control, bidders must sub-contract these services to one accredited/certified contractor. Bidder must not subcontract more than 30% of the total contract value. The following must be submitted as proof of subcontracting agreement:

- a) Subcontracting agreement between the main bidder and the subcontractor clearly stating the percentage and service to be subcontracted. The value service subcontracted must add up to the total percentage proposed for the subcontracting amount.
- b) All valid and originally certified copies of accreditation/certification documents required in paragraph 6.3 must be submitted as proof of the competency of the sub-contractor for the related services.

A list of potential subcontractors in the Northern Cape who are registered in the Central Supplier Database is available and may be drawn by accessing the following link:
www.csd.gov.za

Main contractors/suppliers must not subcontract their subsidiary companies as this may be interpreted as subcontracting with themselves and/or using their subsidiaries for fronting.

It is the responsibility of the bidder(s) to select subcontractors that meet all the requirements of the bid so that their bid is not jeopardized by the subcontractor when evaluated e.g. capacity, ability and capability to execute sub-contractors areas. The bidders are responsible for all due diligence on their subcontractors

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors and personnel of its sub-

contractors comply with all terms and conditions of this bid. Sub-contractors will at all times remain the responsibility of the bidder and SASSA (NC) will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

Standard bidding documents (SBD) forms must be fully completed and compliance documents as stated in paragraph 6.2 & 6.3 must be submitted by both the bidder and subcontractor.

6.10. SABS Certificate

6.10.1. Bidders must submit SABS approved certificate from a verification agency accredited by SANAS for cleaning consumables and materials.

6.10.2. Non-compliance with this condition will render the Bid non-responsive for the item(s) concerned.

7. ROLES AND RESPONSIBILITIES

7.1 The Service Provider shall:

- Take all possible steps to ensure that the contract and the intended execution take place.
- Conduct business in a courteous and professional manner.
- Provide the necessary documentation as requested, prior to the awarding of the contract.
- Prepare a project implementation plan for the 1st year of the contract.
- Comply with all relevant employment legislations and applicable bargaining council agreements.
- Manage the internal disputes among his/her staff such that SASSA is not affected by those disputes.
- Comply with SASSA security and emergency policies, procedures and regulations.
- Not use equipment, utensils or chemicals that may damage fittings, vehicle body painting, 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.
- Not use any poisonous or highly inflammable substances without the written consent of SASSA.

- 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;
- Maintain cleaning equipment in good order so as to comply with the SASSA's Occupational Health and Safety Standards.
- Re-fill, empty and clean machines and equipment only at such places as indicated/designated.
- Ensure that all staff working under this contract are adequately trained prior to the commencement of the contract. Even the relievers must be fully trained before they are deployed to SASSA. The service provider shall be penalized for the poor performance of his/her staff. Penalty clauses are indicated in **ANNEXURE 11**. SASSA reserves the right to order the immediate removal of a staff member who is performing poorly.
- Provide all staff working under this contract with uniforms, which state the name of the service provider and that can be clearly distinguished from other service providers, SASSA staff and clients.
- Ensure that SASSA is informed of any removal and replacement of staff. For security reasons, SASSA reserves the right to vet all persons working under this contract.
- Ensure and enforce that all its staff working at the Regional, District Offices and identified Local Office work a minimum of 8 hours per day.
- Ensure that the reception, passages and toilets are cleaned from
- 07:00 a.m. in the morning before offices open.
- Day to day management of the water coolers by the successful bidder.
- The Supervisors must draw up timetables and work schedules on a daily basis.
- The Project Managers must attend the following meetings organized by SASSA:
- Occupational Health and Safety (OHS) meetings;
 - Ad-hoc meetings organized as and when necessary;
 - Progress review meetings to be held on a quarterly basis.

**The onus is upon service provider to familiarize themselves with the project sites.
Details of the project site are contained in ANNEXURE 1.**

7.2 SASSA shall:

- Manage the contract in a professional manner.
- Ensure that payment is done within 30 days upon receipt of the invoice.
- Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract.
- Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- Provide a storage facility for equipment and materials.
- If necessary request the withdrawal of a staff member/cleaner if he/she poses a threat or anything to SASSA employees. SASSA reserves the right to order the immediate removal of a staff member if s/he poses a threat.
- Be responsible for performing spot checks on the Project Implementation Plan of the Service Provider.
- Reserve the right to vet all persons working under this contract
- Monitor compliance for the duration of the contract and implement penalties for non-compliance (**ANNEXURE 11**).

8. EVALUATION OF THE TENDER

8.1 The proposals shall be evaluated in accordance with the 80/20 principle. The bids will be assessed in two stages in line with the following three phases:

STAGE ONE:

Phase 1: Pre-qualification Criteria;

Phase 2: Mandatory Criteria;

Phase 3: Administrative Compliance;

STAGE TWO:

Phase 4: Functionality Criteria;

Phase 5: Price and BBBE points;

STAGE ONE

8.2 PHASE 1: PRE-QUALIFICATION CRITERIA REQUIREMENTS

8.2.1 Regulations 4(1) of the PPPFA Regulations 2017 state that “ if an organ of state decides to apply pre-qualification criteria to advance designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the of the following tenders may respond:-

- a) A tenderer having a stipulated minimum B-BBEE status level of contributor;
- b) An EME or QSE;
- c) A tenderer subcontracting a minimum of 30%.

8.2.2 The regulation states that if feasible to contract above R 30 million, an organ of state must apply subcontracting to advance designated groups;

- a) Black people who are youth or,
- b) Black people who are woman or,
- c) Black people with disabilities or,
- d) Black people living in rural or underdeveloped areas or townships or,
- e) Cooperatives which are 51% owned by Black people or,
- f) Black people who are military veterans.

8.2.3 In order to qualify for this bid, the tenderer must be an EME with a BBSEE Status level of contributor 1 and or an EME Status level of contributor 1 with at least 51% women ownership. Failure to comply with the pre – qualification criteria, will render the bid non responsive.

8.2.4 BBSEE Certificates or sworn affidavits

In order to proof compliance with the pre – qualification criteria, bidders are required to submit valid BBSEE Certificates or original sworn affidavits to confirm BBSEE Status. Non submission will render the bid non-responsive as pre – qualification cannot be confirmed.

8.3 PHASE 2: MANDATORY CRITERIA

Bidder(s) must provide the bid documents listed in **PARAGRAPH 6 of the Terms of Reference, page 6 - 10**. None submission shall render the bid non-responsive.

8.4 PHASE 3 - ADMINISTRATIVE COMPLIANCE

Bidders must provide the following in their bid documents. None submission may lead to disqualifications to proceed in the bidding process:

Document that must be submitted	Non-submission may result in disqualification	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Pricing Schedule Firm Prices -SBD 3.1	YES	Complete and sign the supplied pro forma document
Tax Status Pin	YES	The accredited supplier must be tax compliant. A tax pin certificate to verify tax compliance of a bidder must be submitted. Bidders must be Tax compliant at the award stage of the tender.
Declaration of Interest (Effective 1 April 2022) – SBD 4	YES	Complete and sign the supplied pro forma document
Preference points claim form(In Line with SASSA Policy 06 May 2022) - SBD 6.1	YES	Complete and sign the supplied pro forma document

STAGE TWO

8.5 PHASE 1: FUNCTIONALITY ASSESSMENT

Bidder(s) will be evaluated in the following manner:

Phase Two – Functionality Criteria	WEIGHTING 100
1.Experience in the industry NB: To be strictly assessed ONLY on the basis of the listed experience as per ANNEXURE 10: 1.1 Number of years of experience shall be allocated values as follows: (i) 0 to 1 year – 1 (ii) 2 to 3 years – 2 (iii) 4 to 5 years – 3 (iv) 6 to 8 years – 4 (v) 9 years & above – 5	10
2. Knowledge & Capacity (include CV of <i>personnel employed</i>) <i>This criteria assesses the bidders' capability to render services at multiple sites and manage projects especially within the Region.</i> 2.1 Number of projects in the past 5 years (i) 1 to 3 = 1 (ii) 4 to 5 = 2 (iii) 6 to 7 = 3 (iv) 8 to 9 = 4 (v) 10 and above = 5 2.2 Maximum number of sites per contract (i) 1 to 10 = 1 (ii) 11 to 20 = 2 (iii) 21 to 30 = 3 (iv) 31 to 40 = 4 (v) 41 and above = 5	20

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Phase Two – Functionality Criteria	WEIGHTING 100
2. Company's Policies and Plans in place, in relation to the service (e.g. Occupational Health & Safety) • The service provider must demonstrate how they would adhere to the applicable standards and legislation, e.g. health and safety, Machinery and Safety Act (No.6 of 1983), Occupational Health Safety Act, etc. • Comply with Safety, Health and Environment (SHE) • The bidder must be registered with National Contract Cleaners Association of South Africa (NCCA) and/or BEECA Cleaning Association • Clearly indicate the specifications as per the mandatory services • Attach pictures of uniform, cleaning equipment to be used, etc.	15
3. Contingency Plan during implementation (measures to be implemented during industrial actions, leave and absenteeism).	15
4. Project Implementation Plan – including sub-contracting and Joint Ventures. The Project Implementation Plan must include, but not limited to the following: • Activities during Pre-Project Implementation Phase • Activities during Project Implementation Phase • Activities during Project Close-Out Phase • Tools for the execution of tasks (e.g. daily schedules) • Maintenance of Equipment and ensuring adequate supply of all material • Monitoring of the Project	25
5. Training Plan	

Phase Two – Functionality Criteria	WEIGHTING 100
- Explaining specific target areas, intended audience and period. - Attach a detailed plan or programme that staff members will receive prior commencement of work or for the duration of the contract.	15

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

8.3 SITE INSPECTION

Site Inspection (Current Project Sites)
Current Project Sites of the Highest Scoring Bidders shall be inspected according to the checklist (ANNEXURE 11)

Bidders must have footprint in the province. Bidders should have a fully established operational office in the Northern Cape Province. In an event that the Service Provider does not have premises in the Northern Cape, the Service Provider will be given a period not more than three months to establish such premises.

Physical and postal addresses, contact details of the office which will be providing the cleaning, disinfecting, car wash, sanitation, pest control and gardening services at SASSA offices in the Northern Cape Region. The Bid Evaluation Committee will inspect the premises to confirm the presence and existence of the establishment.

8.4 PHASE 2 – PRICE AND PREFERENCE POINTS EVALUATION

Phase Four - Price and Preference	100
Price	80
BBBEE Status Level of Contribution	20

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or original sworn affidavit. Failure to submit will render the bid non-responsive as indicated under pre-qualification.

9. SPECIAL CONDITIONS OF THE BID

- 9.1 Bidders must submit their bid proposals in line with the bid specifications. Failure to comply shall render the bid non-responsive.
- 9.2 The Agency reserves the right to call for samples and have them tested where required.
- 9.3 SASSA reserves the right to negotiate price with the recommended bidder in line with PPPFA Regulations.
- 9.4 100 % of the workforce must be recruited from the local communities.
- 9.5 The short listed bidders shall be subjected to the security clearance process. Only successful service provider who are cleared during security clearance process shall be considered for appointment.
- 9.6 Successful bidder shall be informed accordingly.
- 9.7 A Contract/ Service Level Agreement shall be concluded between SASSA and the successful service provider.
- 9.8 SASSA reserves the right to cancel the contract forthwith and to terminate the services of the bidder without prior notice to do so if the bidder becomes unable for any reason whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder. In such an event, the bidder shall, when called to do so, hand over to SASSA all documents, which are related to the contract.
- 9.9 SASSA reserves the right to expand or decrease offices which might impact on the number of cleaners during the contract period due to operational requirements. This will be communicated well in advance to service provisions for contingency purposes.
- 9.10 Bidders must comply with safety regulations at all times during operations.
- 9.11 In the event of Disaster Management i.e. flooding or any other incident, which may occur, bidder must undertake emergency cleaning at SASSA's cost once agreed upon.
- 9.12 SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder that was not agreed upon by the contracting parties.
- 9.13 The bidder shall notify SASSA in writing of any change of address within five days thereof.
- 9.14 The personnel provided in terms of this agreement shall report for duty at those points indicated by SASSA. These points of reporting may vary from time to time according to the operational requirements of SASSA.

- 9.15 The bidder shall be responsible for all costs incurred in the transport, deployment and posting of cleaners.
- 9.16 Training, vetting, criminal checks, issuing of uniform and equipment, standing operating procedures must be completed ten working days before the commencement of the contract.
- 9.17 SASSA reserves the right to inspect the services rendered by the bidder(s) at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 9.18 The norms and quality of the services rendered must be in accordance with the acceptable standards of the cleaning industry.

10. CONTRACT ADMINISTRATION

- 10.1 Successful bidders must advise the Supply Chain Management Unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 10.2 Full particulars of such circumstances as well as the period of delay must be furnished.

11. PRICE

- 11.1. Firm bid prices must be submitted. Price adjustments will only be considered as indicated in **paragraph 6.8.**
- 11.2. All prices charged should be inclusive of VAT.

12. PROJECT CO-ORDINATION ARRANGEMENTS

- 12.1 The Facilities and Auxiliary Support Services Unit, based at SASSA Northern Cape Regional Office shall be responsible for the coordination of this project.

12.2 Project period

The project will commence after signing the contract. The service provider will be expected to provide cleaning, disinfecting, car wash, pest control and sanitation services for a period of 36 months (starting 01 October 2022 until 30 September 2025).

12.3 Communication

Any request for clarification must be submitted in writing to the following officials:

a) Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
Northern Cape	053 802 4976	Ms Martina Masanabo	MartinaMa@sassa.gov.za
	053 802 4900	Mr Kenneth Dinakedi	KennethD@sassa.gov.za

b) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
Northern Cape	053 802 4915	Mr. Kagisho Tsomagae	Kagishot@sassa.gov.za

12.4 Submission of the bid documents must be submitted by 11h00 on the 15 July 2022 at the following addresses:

Ground Floor

Permanent 'Perm' Building

No: 33 Du Toitspan Road

(Cnr. Du Toitspan Road & Phakamile Mabija)

Kimberley

8301

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13. ANNEXURE 1

NORTHERN CAPE REGIONAL OFFICE												
Region	M2	Office with carpet	Office with tile	Toilets	Cubicles	Urinals	Kitchens	Vinyl Chair	Fabric Chair	Gardening Service Yes/No	Vehicle: Bakkie	Vehicle: sedan
				Female including disability	Male							
NORTHERN CAPE REGIONAL OFFICE	2567,00	48,00	34,00	13,00	10,00	10	9	80	250	no	1	5
NORTHERN CAPE DISTRICT OFFICES												
Region	m2											
District & Springbok Central Office	540,00	No	17	4	6	4	2	59	20	Yes	1 x DC; 1 x Mobile truck	3 x Sedan
Pofadder	190,00	1	3	2	2	1	1	8	4	Yes	x DC; 1 x SC	
Garies	220,00	1	1	1	2	0	1	4	15	Yes	x DC; 1 x SC	
Steinkopf	95,00	0	8	1	1	0	1	5	12	Yes	x DC; 1 x SC	
Williston	124,26	0	4	1	1	0	1	6	8	Yes	1 x DC	
Nieuwoudtville	51,29	0	1	1	1	2	0	4	5	Yes	1 x DC	
Brandvlei	175,00	0	14	1	2	0	1	3	6	Yes	1 x DC	
Port Nolloth	18,00	0	0	1	1	0	1	7	20	Yes	x DC; 1 x SC	
Calvinia	127,00	5	7	3	2	0	1	15	8	Yes	1 x DC	2 x Sedan
Frazerburg	147,00	0	4	2	2	0	1	12	7	Yes	1 x DC	
TOTAL	1687,55	7	59	17	20	7	10	123	114		15	5
ZF MCGAWU DISTRICT												
Upington Local Office	788,00	13,00	9,00	3,00	3,00	0,00	1	0	73	No	1	6
Upington District office	483,00	8,00	5,00	2,00	2,00	0,00	1	2	79	No	2	1
Keimoes	238,00	0,00	8,00	4,00	3,00	0	1	3	24	No	1	0
Kakamas	191,00	0,00	6,00	2,00	2,00	0	1	2	10	No	1	0
Postmasburg	241,92	2,00	1,00	2,00	2,00	0,00	1	0	29	No	1	1
Danielskuil	12,50	1,00	1,00	1,00	2,00	0,00	1	0	2	No	1	0
Groblershoop	245,00	3,00	3,00	3,00	2,00	0,00	1	1	21	No	1	1
Kenhardt	399,00	0,00	12,00	2,00	2,00	0,00	1	0	4	No	1	0
Rietfontein	25,28	0,00	2,00	2,00	2,00	2,00	1	0	11	No	1	0
TOTAL	2593,76	27,00	47,00	21,00	20,00	2,00	9	8	253	No	10	9
JOHN TAOLO GAETSEWE DISTRICT												
Kuruman D/O	535,00	8,00	7,00	5,00	6,00	3,00	1,00	0,00	98,00	NO	5	1
Tsineng	200,00	0,00	8,00	1,00	1,00	2,00	1,00	0,00	14,00	YES	1	0
Offensthoek	167,00	0,00	8,00	1,00	1,00	0,00	1,00	0,00	20,00	YES	2	0
Geseonyane	299,13	0,00	4,00	2,00	2,00	0,00	1,00	0,00	71,00	NO	1	0
Deben	110,00	0,00	4,00	3,00	2,00	2,00	1,00	0,00	6,00	YES	2	0
Lexey	230,00	0,00	4,00	1,00	1,00	2,00	1,00	0,00	18,00	YES	2	0
Dithakong	211,00	0,00	5,00	4,00	3,00	2,00	1,00	0,00	18,00	YES	2	0
Churchill	211,00	0,00	5,00	4,00	3,00	2,00	1,00	0,00	19,00	YES	1	0
Batharos	211,00	0,00	5,00	4,00	3,00	2,00	1,00	0,00	18,00	YES	1	0
Bendei	104,00	0,00	2,00			2,00	1,00	0,00	19,00	YES	2	0
Total	2268,13	8,00	46,00	25,00	22,00	17,00	10,00	0,00	310,00		18	1
FRANCIS BAARDT DISTRICT												
Frances Baard District	511,00	12,00	0,00	2,00	2,00	4,00	3	0	42	0	2	4
Pamperstad	192,00	0,00	8,00	4,00	3,00	0,00	1	4	20	No	1	0
Corless Road	215,00	0,00	5,00	2,00	2,00	0,00	1	12	18	No	0	1
Hartswater	143,70	0,00	4,00	3,00	2,00	2,00	1	5	7	No	0	1
Barkly West	171,00	0,00	5,00	2,00	2,00	0,00	1	10	12	yes	1	0
Thlokomo	406,00	0,00	2,00	1,00	2,00	2,00	1	30	22	No	2	3
Rodepan	80,00	2,00	0,00	1,00	1,00	0,00	1	2	9	No	0	1
Richie	101,00	0,00	4,00	1,00	1,00	1,00	1	0	15	yes	1	0
Warrenton	148,51	1,00	3,00	3,00	3,00	0,00	1	25	8	yes	1	0
Delpportshoop	126,00	0,00	5,00	1,00	1,00	0,00	1	9	4	yes	1	0
Florianville	30,00	0,00	4,00	1,00	1,00	0,00	1	2	3	yes	0	1
Kimberley Local Office	484,00	4,00	3,00	3,00	2,00	0,00	1	8	11	no	1	1
Jan Kempdorp	108,00	0,00	5,00	2,00	1,00	0,00	1	0	10	yes	0	1
Pieterfontein service point	31,00	0,00	3,00	1,00	1,00	0,00	1	42	1	yes	0	0
TOTAL	2750,21	28,00	49,00	27,00	24,00	9,00	16	148	182	yes	10	13
FAXLEY KA SEME DISTRICT												
De Aar	3660,00	11	8	4	4	4,00	1	87	52	No	2	1
Prieska	145,00		3	3	3	No	1	1	23	Yes	1	
Britstown	148,50		3	3	2	1	1	No	13	No	1	1
Hanover	187,00	4, wooden floor	No	1	2	1,00	1	3	9	No	0	1
Victoria West	158,00		3	2	1	No	1	No	22	No	1	
Griekwastad	195,00		1	2	5	No	1	No	20	Yes	1	
Hopetown	225,49		3	3	3	No	1	No	11	No	0	1
Petrusville	32		2	1	1	No	1	0	15	Yes	0	1
Phillipsstown	41,3		2	1	1	No	1	5	3	No	1	
Colesberg	144,83		2	2	2	2	1	5	6	No	1	
Noupoort	104		2	1	2	No	1	18	No	Yes	1	
Richmond	49,41		2	1	1	No	1	8	2	Yes	1	
Camavon	404	2 offices	2	4	3	2	1	1	9	Yes	1	
Douglas	152		3	3	2	No	1	No	13	No	1	
TOTAL	5369,04	17	34	31	32	10,00	14	106	201		12	5

14. ANNEXURE 2

Office Cleaning Services Requirements

Standard cleaning activities:

Each bidder should indicate if they **Agree or Not Agree** with the required standard. Each page should be initialled in the space provided.

Item	Frequency	Yes/No
Resilient Floor		
Sweep or damp mop.	Daily	
Machine burnish	Fortnightly	
Stone Floors (ceramic tiles):		
Sweep.	Daily	
Damp Mob	Daily	
Machine Buff.	Fortnightly	
Machine Scrub	when required	
Rugs and Carpeting:		
Vacuum clean thoroughly: - Heavy traffic areas. - Medium traffic areas. - Light traffic areas.	Daily 3 x a week 2x a week	
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.		
Clean and disinfect telephones.		
Waste disposal		

Bidder's Initial

**TERMS OF REFERENCE FOR THE PROVISIONING OF CLEANING, DISINFECTING, CAR WASH, SANITATION, PEST CONTROL AND GARDENING
SERVICES FOR SASSA: NORTHERN CAPE REGION FOR A PERIOD OF 36 MONTHS.**

Item	Frequency	Yes/No
Provide refuse bags for the bins	2x per day	
Empty and clean all waste receptacles.	2x per day	
Remove all waste to specified areas	Daily	
Remove all waste papers.	Daily	
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	Daily	
Clean doormats and wells.	Daily	
Wash steps		
TOILETS AND REST ROOMS:		
Normal usage toilets and rest rooms		
Provide toilet brushes for all toilets	Once off and when required	
Maintain floors according to types.	Daily	
Damp mop floors with disinfectant	Daily	
Empty and clean all waste receptacles	Daily	
Empty and clean sanitary bins.	Weekly	
Clean and sanitize all bowels, basins, urinals, 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/ replace consumables i.e. Double ply toilets papers, liquid hand soap and towel cabinets.	Daily	
LIFTS AND LIFT FOYERS		
Completely clean interior of all lifts including Daily indicator boards (where applicable)	Daily	
Clean lift door tracks (where applicable)	Daily	

Bidder's Initial

**TERMS OF REFERENCE FOR THE PROVISIONING OF CLEANING, DISINFECTING, CAR WASH, SANITATION, PEST CONTROL AND GARDENING
SERVICES FOR SASSA: NORTHERN CAPE REGION FOR A PERIOD OF 36 MONTHS.**

Item	Frequency	Yes/No
STAIRCASES		
Dust and sanitize handrails and fittings.	Daily	
Maintain landings, treads and risers according to finish.	Daily	
Clean fire escape	Daily	
WINDOW CLEANING:		
Clean interior and exterior faces of all accessible windows.	Quarterly (only on weekends)	
Clean partition glass	2 x per week	
BLINDS:		
Dust.	2 x per week	
PARKING:		
Pick up litter and remove to agreed area	Daily	
Sweep	Weekly	
STOREROOMS		
Scrub the floor	2x per month	
Dust all areas	2x per month	
Remove all unwanted papers and other items	2 x per month	
WALKWAYS AROUND THE BUILDINGS		
Pick up litter and remove to agreed area.	Daily	
Sweep.	Weekly	
REFUSE AREA:		
Sweep and keep the refuse area tidy (Maintain refuse area in a clean hygienic condition)	Daily	
CANTEENS:		
Maintain and clean floors according to type.	Daily	
Dust all vertical and horizontal surfaces	Daily	
Damp wipe furniture	Daily	
Empty and clean receptacles.	2 x per day	
Collect dirty dishes and wash them in the kitchen	2 x per day	

Bidder's Initial

**TERMS OF REFERENCE FOR THE PROVISIONING OF CLEANING, DISINFECTING, CAR WASH, SANITATION, PEST CONTROL AND GARDENING
SERVICES FOR SASSA: NORTHERN CAPE REGION FOR A PERIOD OF 36 MONTHS.**

Item	Frequency	Yes/No
KITCHEN:		
Maintain and clean floors	Daily	
Wash the dishes in the kitchen	2x per day	
Clean and defrost the fridges	Fortnightly	
Clean the microwaves	2x per week	
Clean and re-fill water boilers	Daily	
BOARDROOMS:	Daily	
Maintain and clean floors.		
Dust all boardroom tables and chairs.	Daily	
Collect dirty dishes and wash them in the kitchen	Daily	
MISCELLANEOUS:		
Polish desk and office furniture	Fortnightly	
Wash vinyl covered furniture	Monthly and when required	
Vacuum cloth covered furniture.	Monthly and when required	
Removal of empty boxes	When required	
QUARTERLY CLEANING EXERCISES		
Carpet cleaning (deep cleaning)	Quarterly (only on weekends)	
Clean interior part of windows	Quarterly (only on weekends)	
Deep Cleaning of Couches	Quarterly (only on weekends)	
Deep cleaning of chairs	Quarterly (only on weekends)	
Deep cleaning normal usage toilets	Quarterly (only on weekends)	

EXCLUDED AREAS:

- Electrical and mechanical plant rooms.

SERVICE TIMES:

- Day cleaning - Monday to Friday from 7.00- 16h00 or as practical in the environment.
- Night cleaning is not allowed

Bidder's Initial

EQUIPMENT REQUIRED

- Industrial Heavy duty carpet cleaner (wet and dry);
- Industrial vacuum cleaner (less noise).

Every worker must have the following equipment:

- Broom;
- Mop trolley;
- Scrubbing brushes;
- Buckets;
- Steel wool;
- Buffing machine;
- Furniture polish;
- Multipurpose cleaner;
- Toilet cleaner;
- Disinfectant soap;
- Dusters;
- Scourers;

NB: The number of vacuum machines allocated must enable cleaners to vacuum in line with the requirements in Office Cleaning Services Requirements. There must be no shortage of vacuum cleaners and these must be functional at all times.

UNIFORM

Every worker must be clothed in full uniform, depicting the name of the company.

Name: (Print) _____

Signature: _____

Designation: _____

Date: _____

15. ANNEXURE 3

Office Disinfecting Requirements.

NB: All chemicals to be used must be SABS approved and not pose a threat to the health and safety of SASSA personnel.

Sanitize and disinfect frequently touched object and surfaces by using:

- Disinfectant containing **0.5% sodium hypochlorite**;
- Surface sanitizer with a minimum of **70% alcohol content**.

The following should be disinfected and sanitised

Item	Frequency	Yes/No
OFFICES	Once a quarter and immediately upon request by SASSA if there is an outbreak of the pandemic at any of our offices	
Waste bins under the workstations.		
All items on the workstations:		
○ Telephone unit;		
○ Key pads;		
○ Monitors		
○ Desk;		
○ Chair armrests		
○ Door handles		
KITCHEN:		
○ Disinfect floors		
○ Disinfect and sanitize the fridges.		
○ Disinfect and sanitize the microwaves		
○ Disinfect and sanitize the Kettle or Urn		
○ Disinfect and sanitize doors and door handles		

Bidder's Initial

**TERMS OF REFERENCE FOR THE PROVISIONING OF CLEANING, DISINFECTING, CAR WASH, SANITATION, PEST CONTROL AND GARDENING
SERVICES FOR SASSA: NORTHERN CAPE REGION FOR A PERIOD OF 36 MONTHS.**

Item	Frequency	Yes/No
○ Disinfect all Taps	Once a quarter and immediately upon request by SASSA if there is an outbreak of the pandemic at any of our offices	
TOILETS AND REST ROOMS:		
○ Deep clean all toilets with disinfectant.		
○ Damp mop floors with disinfectant.		
○ Empty, damp wipe and disinfect all waste receptacles.		
○ Empty, damp wipe and disinfect all sanitary bins.		
○ Disinfect all bowls, basins, urinals, etc.		
○ Disinfect all mirrors.		
○ Disinfect all metal fittings (toilet roll holder, seat sanitizer dispensers).		
○ Disinfect doors, handle, taps and lockers where applicable		
○ Disinfect all taps		
OTHER		
○ Disinfect all common areas as indicated (passages, foyer areas etc.)		
○ Disinfect stair cases; 1 x flight up and 1 x flight down as per SASSA floors only.		
○ Disinfect stores in basement.		
○ Disinfect disabled hand rails in basement		

Bidder's Initial

CERTIFICATE OF DISINFECTION

The Service Provider must issue a laminated Certificate of Disinfection, naming that the facility has been disinfected using an approved (provide name of disinfectant) disinfectant against the Covid-19.

TRAINING

- All the cleaners must be trained on the use of cleaning and disinfection procedures, masks, gloves and use of other COVID-19 related protocols. Proof of training from the authorised training centre body that the cleaners have received the necessary training on proper and safe use of PPE must be submitted to the Agency before work commences on site;
- All training should emphasize that all activities/ procedures must be done under the strict monitoring and observation of trained supervisors;

COVID-19 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- The potential bidder will be responsible to provide Covid-19 PPE to all cleaners as listed in the checklist below:

Checklist for Covid-19 Personal Protective Equipment (PPE)

Item No	Description of Item	Item to be Provided (To be ticked off)	
		Yes	No
	Cleaning gloves (disposable vinyl or rubber gloves for environmental cleaning: green ,yellow, red)		
	Particulate respirators (N95 or equivalent)		
	Gowns and aprons (single use long sleeved fluid resistant)		
	Alcohol-based hand sanitizer (70% alcohol content)		
	Liquid hand wash		

Bidder's Initial

**TERMS OF REFERENCE FOR THE PROVISIONING OF CLEANING, DISINFECTING, CAR WASH, SANITATION, PEST CONTROL AND GARDENING
SERVICES FOR SASSA: NORTHERN CAPE REGION FOR A PERIOD OF 36 MONTHS.**

Item No	Description of Item	Item to be Provided (To be ticked off)	
		Yes	No
	Clean single-use towels (e.g. paper towels)		
	Appropriate detergent for environmental cleaning and disinfectant for disinfection of surfaces, instruments or equipment		
	Large plastic bag (Red, transparent)		
	Collection container for PPE		
	Rubber boots		
	Face Visor		
	Collection container for used PPE		

Name: (Print) _____

Signature: _____

Designation: _____

Date: _____

16. ANNEXURE 4

Car Wash Requirements

N.B: The car wash service must be provided in a secure and safe car wash facility closest to all SASSA Northern Cape Regional, District and Local Offices.

Office	Total No. of vehicles	Sedan	Single/Double Cabs	Combi	Truck
Regional Office	7	5	1	1	1
Frances Baard	24	13	10	-	1
Pixely Ka Seme	18	5	12	-	1
John Taolo Gaetsewe	24	1	22	-	1
ZF Mqacwu	20	9	10	-	1
Namakwa	14	3	10	-	1
Total	107	36	65	-	6

Refer to Annexure 1 for the list of vehicles at each local office.

ITEM	FREQUENCY	YES/NO
Vehicles to be washed and vacuumed	Three (3) times per month	
○ Pressure pre-washed;		
○ Washing interior and exterior with carwash shampoo;		
○ Windows cleaned inside and out;		
○ Polishing dashboard;		

Bidder's Initial

**TERMS OF REFERENCE FOR THE PROVISIONING OF CLEANING, DISINFECTING, CAR WASH, SANITATION, PEST CONTROL AND GARDENING
SERVICES FOR SASSA: NORTHERN CAPE REGION FOR A PERIOD OF 36 MONTHS.**

ITEM	FREQUENCY	YES/NO
o Vacuum interior, all the seats and the boot;		
o Wash and polish tyres;		
o Deodorise		
Valet wash	Once per annum	
o Pressure pre-washed;		
o Wash interior and exterior with carwash shampoo;		
o Wash carpets of the car;		
o Wash car seats;		
o Wash the roof top (inside);		
o Wash the boot;		
o Tar spots removed;		
o Polish the car;		
o Deodorise		

Name: (Print)

Signature:

Designation:

Date:

**TERMS OF REFERENCE FOR THE PROVISIONING OF CLEANING, DISINFECTING, CAR WASH, SANITATION, PEST CONTROL AND GARDENING
SERVICES FOR SASSA: NORTHERN CAPE REGION FOR A PERIOD OF 36 MONTHS.**

ANNEXURE 5

Sanitary Equipment and Consumables Requirements

	Number of Staff	Number of Clients	The quality of toilet paper must comply with SANS 1887 (double- ply)per month	Sensor & Battery Operated Hand Soap Dispenser(Foam) and Refills;	Foot operated Sanitary Waste Bins (SHE Bins);	Hand Towel Waste Bins;	Operated Handrye Towel(Pape r)	Digital and Battery Air Freshener Dispensers and Refills.	Seat foam Spray Dispensers and Refills;	Sanitizer Drip Master for Urinals;	Digital Air Fresheners and Refills for all waiting areas;Boardrooms and Reception
NORTHERN CAPE REGIONAL Regional Office	135	10	3000	10	13	10	10	10	10	10	15
NORTHERN CAPE DISTRICT OFFICES											
NAMAKWA DISTRICT	80	300	1000	13	13	30	30	30	30	7	33
ZF MCGAWU DISTRICT	82	200	1000	31	15	32	32	32	32	2	33
JOHN TAOLO GAETSEWE DISTRICT	80	300	1000	20	20	20	20	20	20	17	20
FRANCIS BAARDT DISTRICT	92	200	1000	31	27	31	31	31	31	9	35
PIXLEY KA SEME DISTRICT	80 00	200,00	1000,00	31,00	31,00	31	31	31	31	10	35
TOTAL	549	1210	5000	136	119	154	154	154	154	55	171

Bidder's Initial

N.B: The service provider shall be expected to properly monitor the usage of the abovementioned and ensure that there is no shortage at all times. An extra box of batteries must always be kept in the storeroom in case of emergencies.

Name: (Print) _____

Signature: _____

Designation: _____

Date: _____

17. ANNEXURE 6

Pest Control

Pest Control services required **on quarterly basis and/or each and every time is requested by SASSA** are follows:

- Eradication and control of all pest and vermin (rats, mice, snakes, cockroaches, all types of ants and moth etc. in all buildings of SASSA Northern Cape;
- Spray all SASSA offices with a SABS approved pesticide if there is a pest outbreak;
- Every office, toilet, kitchen, boardroom etc. to be treated with solid liquid or gel baits as per SABS codes;
- All build up cupboard shall be internally sprayed;
- All outside walls, walkways and enclosed passages shall be spray treated at each service;

NB. Certificate of treatment to be issued to each facility after services has been rendered and concluded.

Proof of registration with South African Pest Control Association (SAPCA) certification is required.

Name: (Print) -----

Signature: -----

Designation: -----

Date: -----

18. ANNEXURE 7

Gardening Services Requirement

Gardening services should be rendered at offices indicated in Annexure 1.

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

Name: (Print) _____

Signature: _____

Designation: _____

Date: _____

19. ANNEXURE 8

Colour coding guide for cleaning, sanitation and disinfecting services

Strict adherence to the Colour Coding Guide in the provision of Cleaning, Sanitation and Disinfecting Services in the Northern Cape 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 specialty 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/ low dusting;
- GREEN- used in food processing and food serving areas such as kitchens, canteens and pause areas

Name: (Print) -----

Signature: -----

Designation: -----

Date: -----

20. ANNEXURE 9 (SEE ATTACHED EXCEL SPREADSHEET)

21. ANNEXURE 10

Name of client / organization where contract is being executed/was executed	Contract period (indicate start and end dates) e.g. 1 April 2011 to 31 March 2012	Is the contract Current or Past? (please indicate accordingly)	Are you the Sole Service Provider (are you the only provider for cleaning, disinfecting, car wash, sanitation and gardening services?) Yes/No	Contact persons and telephone numbers of your client	Number of project Sites

22.ANNEXURE 11

Checklist for Site Inspection

Item	Yes/No	Condition Good/Bad
Proper Office		
Cleaning equipment SABS approved		
Cleaning Material SABS approved		
Tool of trade for Gardening service		
Proper storage of Equipment and Material		
COVID-19 Requirements and Protocol		
Uniform for Cleaning and Gardening service		
Pest Control equipment and Material		
OHSA Compliance		

Name: (Print) -----

Signature: -----

Designation: -----

Date: -----

Penalty and Reward System

1. Penalties:

1.1 Penalties

1.1.1 Each KPA is allocated a maximum of five (5) points.

1.1.2 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
A Cleanliness standards in the following key services: ✓ Bathrooms ✓ Kitchens (sink/ microwave/fridges) ✓ Water coolers ✓ Workstations (chairs/tables) ✓ Carpets/tiles ✓ Pause areas ✓ Boardrooms ✓ Dustbins ✓ Window panes	▪ All key service areas cleaned in line with the specifications	▪ Justifiable complaints ▪ Daily inspections by appointed OHS officials ▪ Customer satisfaction surveys ▪ Quarterly cleaning inspections	2 hours	4

PENALTIES				
KEY PERFORMANCE AREA	TARGET	MEASURED BY	RECTIFICATION TIME (HOURS)	PENALTY POINTS
B. Daily work attendance	100 % daily work attendance by cleaners - Supervisor or Assistant Supervisor always present - Competent Relievers	- Attendance Register - Justifiable and verified complaints - All staff to be in Company-branded Uniform	1 hour	4
C Training and Competency of staff	- Supervisors, cleaning personnel and Relievers are trained and workshopped on ✓ OHS ✓ Specifications ✓ Customer Care	- Attendance Registers - Certification	120 hours	1
D Provisioning and maintenance of sanitary equipment and consumables	- Sanitary consumables provided must be in line with the specifications 100% availability of sanitary consumables at all given times - Sanitary equipment provided must functional at all times - Emptying of sanitary bins - Deep cleaning of Regional, District and Local offices by focusing on: ✓ Carpets ✓ Interior windows ✓ Chairs/tables ✓ workstations	- Approved specifications - Inspections by OHS officials - Justifiable and verified complaints	1 hour	3
E Quarterly Deep Cleaning		- Approved specifications - Quarterly cleaning inspections by Project Manager	24 hours	2

PENALTIES				
KEY PERFORMANCE AREA	TARGET	MEASURED BY	RECTIFICATION TIME (HOURS)	PENALTY POINTS
F Car wash	SASSA pool vehicles	Invoices counter signed by driver	1 hour	1
G Disinfecting of offices	- Disinfect all SASSA offices on ✓ Quarterly basis and ✓ Whenever necessary or required	- As per specifications - Disinfection Certificate	72 hours after a reported Covid-19 outbreak and an agreed time schedule for quarterly disinfection	4

Penalty and Reward

1.1.3 The Service Provider will be penalized when points are issued per month:

1.1.3.1 Either in one KPA or in various KPAs, particularly if the Rectification Order(s) issues were not completed in the specified time frame.

1.1.3.2 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.

1.1.3.3 The table below sets out penalties which shall be levied:

POINTS VALUE	PERFORMANCE DEDUCTIONS
5	Contract Review at Risk
4	50% of Monthly Payment at Risk
3	30% of Monthly Payment at Risk
2	20% of Monthly Payment at Risk
1	10% of Monthly Payment at Risk
0	Compliance Letter

Name: (Print) _____

Signature: _____

Designation: _____

Date: _____

Checklist for Bidders The intention of the checklist is to assist bidders to ensure that their submissions are complete. Therefore, each bidder's submission must be accompanied by a signed off checklist	TICK			Comments if necessary
	Yes	N/A	No	
1. Personnel For the Project:				
1.1 Project Manager (2 Part Time Managers)				
1.2 Supervisors (7 Full Time Supervisors)				
1.3 Cleaners (73 Full Time Cleaners)				
2. Mandatory Compliance				
2.1 Certified BBBEE certificate/Original copy of sworn affidavit				
2.2 Proof of registration and good standing: Compensation for Occupational Injuries and Diseases Act (COIDA)				
2.3 Proof of registration and good standing: Unemployment Insurance Fund (UIF).				
2.4 Proof of registration and good standing: South African Revenue Services (SARS)				
2.5 Proof of registration and good standing: National Contract Cleaners Association (NCCA)				
2.6 Proof of registration and good standing: South African Pest Control Association (SAPCA)				
2.7 Proof that cleaning, disinfection and pest control material is South African Bureau of Standard (SABS) or South African Technical Auditing				
2.8 Physical and postal addresses, contact details of the office which will be providing the cleaning, disinfecting, car wash, sanitation, pest control and gardening services				
2.9 Company profile, project implementation plan and training plan				
2.10 Pricing Schedule :Annexure 9				
2.10 Current and past contracts :Annexure 10				
2.11 Compliance with any applicable wage order/determination agreement, in terms of the Labour Relations Act or Wage Act? And price structure in relation to staff costs in line with the Sectoral Determination for Contract Cleaning Sector?				
3. Other Important documents(if applicable)				
3.1 Joint venture or partnership agreement				
3.2 Subcontracting arrangement				
3.3 Compliance with sub-contracting principles				
4. Supply Chain Management Forms(All forms completed, duly signed)				
4.1 SBD 1: <i>Company Registration Details and Total Bid Price</i>				
4.2 SBD 3.2: <i>Pricing schedule for non-firm prices(to be used for equipment required)</i>				
4.3 SBD 3.3: <i>Pricing schedule for consulting services</i>				
4.4 SBD 4: <i>Declaration of interest</i>				
4.5 SBD 6.1: <i>Preference Points Claim form</i>				
4.6 SBD6.2: <i>Declaration Certificate for local content.NB to be signed by registered auditor and company representative</i>				
Annexure B: <i>Local Content Declaration- to be signed by company representative</i>				
Annexure C: <i>Declaration C "Local Content Declaration-Summary</i>				
Annexure D: <i>Declaration D "Imported Content Declaration-Summary</i>				
Annexure E: <i>Declaration E "Local Content Declaration-summary</i>				
4.7 SBD 7.2 : <i>Contract Form</i>				
4.8 SBD8: <i>Declaration of bidders past SCM practices</i>				
4.9 NCP9: <i>Certificate of independent bid determination</i>				
5. Confirmation of attendance of compulsory briefing session				
5.1 Email Sent to confirm attendance to the virtual briefing session by the 19th of January 2022				

Name of Bidder

Designation:

Signature:

Date:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
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General Conditions of Contract

J. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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