

SASSA: 111-24-FM-EC

INVITATION TO BID

**INVITATION OF PROSPECTIVE BIDDERS FOR OFFICE CLEANING AND SANITATION
SERVICES FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE
REGION FOR A PERIOD OF 36 MONTHS**

COMPULSORY BRIEFING SESSION: 14 FEBRUARY 2024 AT 10:00

(A maximum of ten (10) minutes will be allowed for grace after which the doors will be closed and no other suppliers will be allowed to enter in for the briefing scheduled at the addresses on page 39 & 40)

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**SASSA
BKB BUILDING,
CONR FITZPATRICK & MERINO ROAD
QUIGNEY
EAST LONDON
5201**

CLOSING DATE: 27 FEBRUARY 2024

TIME: 11:00

ENQUIRIES CAN BE DIRECTED TO:

Technical Enquiries:

Name: D. Zimba

Tel: 043 – 707 6470

Email: TenderQueriesEC@sassa.gov.za

Supply Chain Management Enquiries

Name: Mr L. Bezuidenhout

Tel: 043 – 707 6366

Email: TenderQueriesEC@sassa.gov.za

BID DOCUMENTS CAN BE OBTAINED FROM:

<https://etenders.treasury.gov.za>

<https://www.sassa.gov.za>

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**INVITATION OF PROSPECTIVE BIDDERS FOR OFFICE CLEANING AND SANITATION
SERVICES FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE
REGION FOR A PERIOD OF 36 MONTHS**

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA)					
BID NUMBER:	SASSA: 111-24-FM-EC	CLOSING DATE:	27 February 2024	CLOSING TIME:	11H00
DESCRIPTION	INVITATION OF PROSPECTIVE BIDDERS FOR OFFICE CLEANING AND SANITATION SERVICES FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
SASSA, BKB BUILDING, CNR FITZPATRICK & MERINO ROAD, QUIGNEY, EAST LONDON, 5201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Leslie Bezuidenhout		CONTACT PERSON	Mr Daliwonga Zimba	
TELEPHONE NUMBER	043-707 6366		TELEPHONE NUMBER	043-707 6470	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	TenderQueriesEC@sassa.gov.za		E-MAIL ADDRESS	TenderQueriesEC@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:			
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			
2. TAX COMPLIANCE REQUIREMENTS			
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."			
<i>For ease of reference, Bidders shall enter their Price in the space provided below:</i>			
NO	SERVICE REQUIRED	GRAND TOTAL (amount in figures) For all offices in a cluster.	GRAND TOTAL (amount in words) For all offices in a cluster
Cluster 1: Amathole and Regional Office excluding RMC			
1	Office Cleaning & Sanitation Services for South African Social Security Agency (SASSA) Eastern Cape Region for a period of 36 months at Amathole and Regional Office excluding RMC	R (carried over from Annexure B 1) (carried over from Annexure B 1)
Cluster 2: Alfred Nzo and O.R Tambo			
2	Office Cleaning & Sanitation Services for South African Social Security Agency (SASSA) Eastern Cape Region for a period of 36 months at Alfred Nzo and O.R. Tambo	R (carried over from Annexure B 1) (carried over from Annexure B 1)

Cluster 3: Chris Hani and Joe Gqabi			
3	Office Cleaning & Sanitation Services for South African Social Security Agency (SASSA) Eastern Cape Region for a period of 36 months at Chris Hani and Joe Qqabi	R (carried over from Annexure B 1) (carried over from Annexure B 1)
Cluster 4: Sarah Baartman and Nelson Mandela			
4	Office Cleaning & Sanitation Services for South African Social Security Agency (SASSA) Eastern Cape Region for a period of 36 months at Sarah Baartman and Nelson Mandela	R (carried over from Annexure B 1) (carried over from Annexure B 1)

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

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

DATE: _____

CLUSTER 1 – AMATHOLE AND REGIONAL OFFICE EXCLUDING RMC**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 111-24-FM-EC
Closing Time 11:00	Closing date: 27 February 2024

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) R
-	Required by:		SASSA EASTERN CAPE
-	At:		As per Terms of Reference paragraph 6.1
-	Brand and model		Not Applicable
-	Country of origin		Not Applicable
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery		36 month contract *Delivery: Firm/not firm
-	Delivery basis		Monthly

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**

CLUSTER 2– ALFRED NZO AND OR TAMBO

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

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-	At:		As per Terms of Reference paragraph 6.1
-	Brand and model		Not Applicable
-	Country of origin		Not Applicable
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery		36 month contract *Delivery: Firm/not firm
-	Delivery basis		Monthly

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**

CLUSTER 3 – CHRIS HANI AND JOE GQABI

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

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-	Brand and model		Not Applicable
-	Country of origin		Not Applicable
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery		36 month contract *Delivery: Firm/not firm
-	Delivery basis		Monthly

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**

CLUSTER 4 – SARAH BAARTMAN AND NELSON MANDELA

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

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-	Required by:		SASSA EASTERN CAPE
-	At:		As per Terms of Reference paragraph 6.1
-	Brand and model		Not Applicable
-	Country of origin		Not Applicable
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery		36 month contract *Delivery: Firm/not firm
-	Delivery basis		Monthly

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**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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.

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

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.

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18	
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16	
B-BBEE Status Level 1 - 2 contributor	14	
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12	
B-BBEE Status Level 3 - 4 contributor	8	
B-BBEE Status Level 5 - 8 contributor	4	
Non-compliant	0	

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

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

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1
....

2



TERMS OF REFERENCE:

**INVITATION OF PROSPECTIVE BIDDERS FOR
OFFICE CLEANING AND SANITATION SERVICES
AS WELL AS CARWASH SERVICE FOR ALL
OFFICIAL SASSA VEHICLES FOR SOUTH AFRICAN
SOCIAL SECURITY AGENCY (SASSA) EASTERN
CAPE REGION FOR A PERIOD OF 36 MONTHS**

1. OBJECTIVE

The main objective is to procure the Cleaning and Sanitation services as well as carwash service for all official SASSA vehicles for SASSA Eastern Cape Offices for a period of 36 months.

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.

3. SCOPE OF WORK ON CLEANING, SANITATION AND DISINFECTION SERVICES

- 3.1 The appointed service provider(s) will be required to provide:
- 3.1.1 Cleaning and Sanitation services as well as carwash service for all official SASSA vehicles to SASSA Eastern Cape Regional, Districts and Local Offices.
- 3.2 The service provider(s) are expected to provide cleaning services as described on:

PART A – Office Cleaning Services Requirements

PART B – Sanitary Consumables Requirements

PART C – Pool Car Wash Service

4. IMPORTANT NOTICE TO BIDDERS

The successful service provider/s need to appoint 75% of the staff complement required of the workforce from the local communities. It is the **prerogative** of the successful bidder to take over the current cleaning services staff for continuity purposes.

5. **BIDDERS SHOULD TAKE NOTE OF THE FOLLOWING BID CONDITIONS**

It is compulsory for all bid proposals submitted to include the following:

5.1 Bidders are expected to indicate on the cover of their bid document cluster/s they are bidding for. The pricing schedule of the bid document should therefore also have a separate proposed pricing for each cluster.

Bidders to take note that evaluation and Bid award will be done per cluster. Four separate and distinct contracts will be signed with successful bidders. The appointment will be based on the highest point scorer under Specific goals and Price. There are four clusters covering all SASSA offices in the Eastern Cape region as listed below:

Cluster 1: Amathole and Regional Office excluding RMC

Cluster 2: Alfred Nzo and O.R Tambo

Cluster 3: Chris Hani and Joe Gqabi

Cluster 4: Sarah Baartman and Nelson Mandela

5.2 Profile of the company outlining:

5.2.1 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 and sanitation services);

5.2.2 List of past cleaning contracts (contact persons and numbers must be included); as per **Annexure 'A'**.

5.2.3 List of current cleaning contracts (contact persons and numbers must be included).

5.3 The profile to clearly indicate the physical address, postal address and contact details of the office which will be providing the cleaning and sanitation services at SASSA Eastern Cape Region.

5.4 Bidders must submit proof of address (not older than six months) e.g. Municipal account or valid lease agreement / intent to lease which is signed by both lessor and lessee.

5.5 SASSA will conduct a site visit to verify the premises.

5.6 Number of staff members to be dedicated to the project (this should be clearly defined in **PART D – Detailed cost break down Annexure 'B':** -

5.6.1 Project Manager;

5.6.2 Supervisor;

5.6.3 Staff members (Cleaners)

NB: It is the **prerogative** of the successful bidder to take over the current cleaning services staff for continuity purposes.

5.7 Indicate training programmes that will be provided to staff for the operation of the equipment, usage of chemicals and precautions taken in terms of the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993). A training plan covering the duration of the contract must be attached to the bid proposal.

- 5.8 The Occupational Health and Safety Policy of the bidder and the plan for this project must be attached to the bid proposal.
- 5.9 A contingency plan to be implemented during industrial actions, when staff members are absent and also when the service provider's staff members working in SASSA Eastern Cape Offices are on leave etc., must be attached to the bid proposal.
- 5.10 The List of chemicals and equipment (make, model and age of the equipment) to be used for general cleaning services must be indicated. sanitary equipment and chemicals to be used must also be clearly listed.
- 5.11 The award to the successful bidder will be subject to submission of the certified letter from the suppliers stating that only SABS approved cleaning equipment and material will be used at SASSA premises.
- 5.12 Provide proof of valid public Liability cover/ letter of intent from the respective financial institution to the amount of R 1 million,
- 5.13 The Project Implementation Plan as per the bid specification, 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 etc.).
 - Maintenance of Equipment and ensuring adequate supply of all material.
 - Monitoring of the Project.
- 5.14 Provide a certified valid copy of National Contract Cleaners Association (NCCA) OR Black Economic Empowerment Cleaning Association (BEECA) certificates.
- 5.15 Original dated and signed letters from bidders' clients (signature date must not be older than 3 months), with the following information:
- Name of the client or organization.
 - Name and contact details of cleaning and sanitation contract manager.
 - Services provided relating to cleaning and sanitation
 - Size of the office cleaned in square meters, and
 - Duration of the contract (start and end date)
 - Contract amount
- 5.16 Price Structure – price proposals must strictly be prepared in line with the **Annexure 'B' – Detailed Cost break down**. Failure to comply with this requirement will invalidate the bid.
- 5.17 Bidders must initial every page of the bid specification and bid proposal.

6. RESPONSIBILITIES

6.1 The Service Provider shall:

- 6.1.1 Provide all cleaning equipment at their own cost
- 6.1.2 Conduct business in a courteous and professional manner.
- 6.1.3 Provide the necessary documentation as requested prior to the awarding of the contract.
- 6.1.4 Comply with all relevant employment legislation and applicable bargaining council agreement, including UIF, PAYE, etc. SASSA shall monitor compliance for the duration of the contract and implement penalties for non-compliance, e.g. payment of cleaners in line with the relevant Sectoral Determination including payment for overtime work.
- 6.1.5 Manage the internal disputes among his/her staff such that SASSA is not affected by those disputes.
- 6.1.6 Ensure that all staff working under this contract are in good health and pose no risk to any SASSA employees.
- 6.1.7 Comply with SASSA security and emergency policies, procedures and regulations.
- 6.1.8 Comply with Occupational Health and Safety standards ,i.e. not use firefighting equipment for the purpose of executing project activities
- 6.1.9 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.
- 6.1.10 Not use any poisonous or highly inflammable substances without the written consent of SASSA.
- 6.1.11 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.
- 6.1.12 Maintain cleaning equipment in good order so as to comply with the SASSA's Occupational Health and Safety Standards (a copy will be available on request).
- 6.1.13 Re-fill, empty and clean machines and equipment only at such places as indicated/designated.
- 6.1.14 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. SASSA reserves the right to order the immediate removal of a staff member who is poorly performing.
- 6.1.15 Provide all staff working under this contract with uniforms and protective clothing, which reflect the name of the service provider and that can be clearly distinguished from other service providers, SASSA staff, etc. SASSA reserves the right to order the immediate removal of a staff member that does not adhere to any requirement of the tender specifications.
- 6.1.16 Ensure that SASSA is informed of any removal and replacement of staff for security reasons.
- 6.1.17 Be required to provide proof that all persons working under the contract have been screened/vetted.

- 6.1.18 Be required to sign a cleaning and sanitation Monitoring tool with penalties, which will be part of the service level agreement that will be used to evaluate service for the entire duration of the contract.
- 6.1.19 In the event of unforeseen circumstances such as flood be required to provide ad-hoc cleaning and sanitation services subject to approval of costs.
- 6.1.20 Be expected to provide the following attachments when submitting invoices:
 - 6.1.20.1 Attendance register of cleaners signed by Service provider and by SASSA delegated official at each office.
 - 6.1.20.2 Delivery note for consumables signed by Service provider and by SASSA delegated official at each office.
 - 6.1.20.3 Registers of pool vehicles washed signed by Service provider and by SASSA delegated official at each office.

6.2 SASSA shall:

- 6.2.1 Manage the contract in a professional manner in line with the signed Service Level Agreement between the parties.
- 6.2.2 Monitor the service provider (s) if they pay the cleaners in line with the Sectoral Determination 1: Contract Cleaning Sector and take steps against the service provider if there is non-compliance.
- 6.2.3 Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfill their duties.
- 6.2.4 Not accept responsibility for any damages suffered by the service provider or their staff for the duration of the contract.
- 6.2.5 Not tolerate any unfair labour practices between service provider and his/her staff) that happen during the execution of the project activities.
- 6.2.6 Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- 6.2.7 Provide a storage facility for equipment and materials where possible.
- 6.2.8 If necessary request the withdrawal of a staff member/cleaner if he/she poses a threat or anything to SASSA.

7. EVALUATION OF BIDS

All proposals will be evaluated in terms of the criteria stipulated in the bid document. The proposals will be evaluated in two stages:

Stage One	Phase One: Mandatory Requirements Phase Two: Administrative Compliance Phase Three: Functionality
Stage Two	Price and Specific Goals

7.1 Stage One: Phase One – Mandatory Requirements

Phase One – Mandatory Requirements		Yes / No
1.	Compulsory briefing attendance NB: To avoid misrepresentation, each bidder must return the attendance briefing certificate with the bid document. The attendance briefing certificate will be received during the compulsory briefing session and they will be duly completed and signed by both the bidder and SASSA representative.	
2.	Reference letter/s from the bidder's clients confirming the square meters for buildings that they have previously cleaned in terms of each contract. The reference letter need to be dated and signed by the bidder's clients (signature date must not be older than 3 months) with the following information: <ul style="list-style-type: none"> - Name of the client/organization; - Contract period; - Name and contact details of Cleaning and Sanitation Contract Manager; - Services provided relating to cleaning and sanitation - Square meters of office space building (e.g. 10 000 m²); - Reason for termination - Contract amount 	
3.	Valid and Certified Letter of registration to the National Contract Cleaners Association (NCCA) or any other Employers' Associations of the Contract Cleaning Sector	
4.	Annexure A - TABLE OF EXPERIENCE	
5.	Annexure B - DETAILED PRICING SCHEDULE	
6.	Profile of the company outlining number of years of experience as a cleaning company (experience to be considered, for the purpose of this bid, is in relation to the provision of cleaning and sanitation services);	
7.	CVs of the Project Manager	
8.	Physical and postal addresses, contact details of the office which will be providing the cleaning and sanitation services at SASSA Eastern Cape Region. Bidders must submit proof of address (not older than six months) e.g. Municipal account or valid lease agreement / intent to lease which is signed by both lessor and lessee.	
NB: Failure to submit the above mandatory documents will lead to bidders not being considered for further evaluation		

Phase Two – Administrative Compliance		Yes /No										
1.	Bidders must complete and duly sign the following SBD forms: <ul style="list-style-type: none">• SBD 1• SBD 3.1SBD 4• SBD 6.1• SBD 7.2											
2.	Central Supplier Database (CSD) report											
3.	Valid Tax compliance status pin											
4.	Proof of Company Shareholding Certificate											
5.	Certified ID Copies of all Company Directors											
6.	B-BBEE Status Level of contributor certificate with the exception of EME's and QSE's who are required to submit sworn affidavit in terms of Codes of good practice A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.											
7.	UIF (Valid Certificate of Compliance from the Department of Labour/ Proof of Registration)											
8.	Valid Public Liability Insurance confirmation / Letter of intent from respective financial institutions to the value of R1 million											
9.	Valid certificate or letter of intent from the prospective service provider for disposal of sanitary bin and medical waste contents in accordance with the National Environmental Management: Waste Act 59 of 2008.											
10.	COIDA (Valid letter of Good Standing from Department of Labour)											
11.	Bidders will be evaluated in the following manner: 1 = poor, 2 = average, 3 = good, 4 = very good and 5 = excellent.											
Phase Three – Functionality Criteria		100										
1. Company Experience		40										
a) Experience in the provision of cleaning and sanitation services NB: To be strictly assessed ONLY on the basis of the listed experience on Annexure 'A': <ul style="list-style-type: none">• Number of years of experience shall be allocated values as follows: <table><tr><td>0 to 1 year</td><td>1</td></tr><tr><td>1 to 3 years</td><td>2</td></tr><tr><td>3 to 5 years</td><td>3</td></tr><tr><td>5 to 7 years</td><td>4</td></tr><tr><td>7 years and above</td><td>5</td></tr></table>		0 to 1 year	1	1 to 3 years	2	3 to 5 years	3	5 to 7 years	4	7 years and above	5	20
0 to 1 year	1											
1 to 3 years	2											
3 to 5 years	3											
5 to 7 years	4											
7 years and above	5											
		20										

b) Capability to clean size of the building(s) as per bid requirements - **Square meters of bidders' past/current project site(s) to be assessed.** Letters must be attached from past/current contract, indicating the size of the building in square meters.

- Square meters of the bidders' current/past project sites shall be allocated values as follows: (Please take note that square metres are not to be stated cumulatively but must be stated per each contract previously awarded and successfully implemented)

Less than 200 m ²	1
201 to 600 m ²	2
601 to 1000 m ²	3
1001 m ² to 3000m ²	4
3001m ² and above	5

Note: Bidders must submit the following:

Reference letters/testimonials from clients in support of **Annexure 'A'** will be used to allocate points in the above criteria. The content of the letter should include and not limited to the following:

- Years of experience and
- Areas per square meters (for each contract)

10

2. Personnel profile detailing:

Knowledge of the Project Manager in the office cleaning and sanitation industry. Include CV of envisaged dedicated Project Manager entailing skills (Interpersonal, skills, writing and verbal communications) and experience in cleaning and sanitation industry including training certificates.

0 -1 year experience	1
1-3 years' experience	2
3-6 years' experience	3
6-9 years' experience	4
More than 10 years' experience	5

3. Training Plan: Office Cleaning and Sanitation

The above plan must cover training for all employees prior and during period of contract and should include the following:

- Course name and accreditation (if applicable) -
- Frequency of training

10

Training courses to be attended by cleaners before contract commencement OR courses to be attended by cleaners during the contract	1
---	---

Training courses to be attended by cleaners before contract commencement AND courses to be attended by cleaners during the contract	3
Training courses to be attended by cleaners before contract commencement AND courses to be attended by cleaners during the contract and frequency of training	5

4. Project Implementation Plan.

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

One activity of project plan only	1
Two activities of project plan	2
Three activities of project plan	3
Four activities of project plan	4
Five activities of project plan	5

5. Contingency Plan during project execution (measures to be implemented during industrial actions, leave and absenteeism).

a. Contingency Plan during project execution must cover the following elements:

- industrial actions,
- leave/absenteeism
- Delay on delivery of material
- Delay on delivery of equipment
- Unethical conduct by cleaners

One element of contingency plan	1
Two elements of contingency plan	2
Three elements of contingency plan	3

Four elements of contingency plan	4		
Five elements of contingency plan	5		

NB: Bidder/s who fail to score a minimum of 70 out of 100 points for functionality will be disqualified.

8.2 Stage two – Price and Specific Goals

Price and Specific Goals	100 Points
Price	80 points
Specific Goals	20 points

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

SPECIFIC GOAL	NUMBER OF POINTS (80/20 SYSTEM)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16
B-BBEE Status Level 1 - 2 contributor	14
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12
B-BBEE Status Level 3 - 4 contributor	8
B-BBEE Status Level 5 - 8 contributor	4
Others	0
Note: In the event of a bidder claiming more than one specific goal category, the Agency will allocate points based on specific goal with the highest points. The highest points will be confirmed with the BBBEE Certificate/Sworn Affidavit submitted by bidder/CIPC etc.	

Bidders must submit original and valid or certified copies of B-BBEE status level Verification Certificates from a Verification Agency accredited by the South African Accreditation System (SANAS). Bidders who qualify as EMEs can submit a sworn affidavit signed by the EME representative and attested by a Commissioner of oaths. Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

9. BID AWARD & CONTRACT CONDITIONS

- 9.1 Bidders must submit their bid proposals in line with the bid specifications and the attached **Annexures**. Failure to comply shall invalidate the bid.
- 9.2 The short listed bidders shall be subjected to the security clearance process. Only bidder(s) who are cleared during security clearance process shall be considered for appointment.
- 9.3 The contract shall be concluded between SASSA and the successful service providers.
- 9.4 SASSA reserves the right to award the bid to more than one service providers.
- 9.5 SASSA reserves the right to award the bid in whole or partial.
- 9.6 The contract period is from the date of the last signatory.
- 9.7 SASSA will enter into Service Level Agreements with the successful bidder(s).
- 9.8 Bidders must comply with safety regulations at all times during operations.
- 9.9 The bidder is expected to recruit 75 % of its workforce from the local communities.
- 9.10 It is the responsibility of the service provider to visit site / office and familiarizes themselves with the specifics of each office, before submitting the bid to SASSA.

10. CONTRACT ADMINISTRATION

- 10.1 Successful bidders must advise the Supply Chain Management Unit / SASSA Project Manager 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.
- 10.3 The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

11. PROJECT EXECUTION PLAN

ALL THE INFORMATION REQUESTED ON THIS DOCUMENT HAS REFERENCE TO THE SERVICE INDICATED ON THE PRICING SCHEDULE OF THE BID SPECIFICATIONS.

According to SASSA Requirements: <ul style="list-style-type: none"> The total number of cleaners required are indicated on the quantity column of the detailed pricing schedule (Annexure B). The service provider must also appoint full time Supervisors as set out on the detailed pricing schedule. 	
Personnel for the Project	Response
Supervisor available Full Time (offered for this service)	Yes / No _____
Number of cleaners offered for providing the service Full Time cleaners	Indicate the number _____
Training Indicate the training that will be provided as well as where and when training will be given <ul style="list-style-type: none"> On duty Training Any other Training 	Specify training courses / programmes (categorize in line with bullets 1 & 2)
Equipment Equipment and chemicals to be used for cleaning services. Sanitary equipment and consumables must also be listed according to the bid specifications.	List the equipment and chemicals which will be used.
Project Implementation Plan Did you attach a detailed Project Implementation Plan?	Yes / No _____
Have you attached the following documents? <ul style="list-style-type: none"> Signed standard bidding documents (SBD forms) COIDA (Valid/Current Letter of Good Standing from Department of Labour) 	Indicate if there is any proof not attached and the reasons

<ul style="list-style-type: none"> • PAYE (to be reflected on the Tax Clearance Certificate) • UIF (Valid/Current Certificate of Compliance from the Department of Labour/ Proof of registration) • Valid/Current Contract Cleaning Association (CCA) Certificate OR BEECA Cleaners association 	
Price Structure <ul style="list-style-type: none"> ○ Is the bid price firm for the duration of the contract? ○ Is your price structure in relation to staff costs in line with the Sectoral Determination 1: Contract Cleaning Sector? 	Yes / No _____ Yes / No _____
BBBEE Status <ul style="list-style-type: none"> ○ Did you attach a Valid B-BBEE Certificate or Sworn Affidavit if you qualify as an EME or QSE representative and attested by Commissioner of Oaths? 	
<ul style="list-style-type: none"> ○ Did you complete all necessary SBD forms and in line with the bid specifications? 	Yes / No _____
Compliance with labour legislation Do you comply with all applicable legislation to the Contract Cleaning Industry?	Yes / No _____
Price Structure	Yes / No _____

12. GENERAL CLEANING EQUIPMENT REQUIRED

- Industrial Heavy duty carpet cleaner (wet and dry);
- Industrial vacuum cleaners (less noise). **NB: The number of vacuum machines allocated must enable cleaners to vacuum in line with the requirements in PART A – Office Cleaning Services Requirements. THERE MUST BE NO SHORTAGE OF VACUUM CLEANERS and must be functional at all times.**
- Disc stripping machine;
- Mop trolleys;
- Warning signs;
- And all other necessary equipment as listed in the pricing schedules. (**Annexure “B” – Detailed Cost Breakdown**)

12.1 Every worker must have the following:

- Clearly marked uniform
- Broom;
- Latex gloves
- Scrubbing brushes;
- Buckets;
- Steel wool;
- Furniture polish;
- Multipurpose cleaner;
- Toilet cleaner;
- Disinfectant soap;
- Dusters;
- Scourers;
- Micro fiber cleaner;
- 70% alcohol base disinfectant Sanitizer;
- And all other necessary cleaning material.

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

12.3 Strict adherence to the colour coding guide in the provision of cleaning and sanitation services to all SASSA offices as follows:

- **RED:** Most often used in high sanitary (high risk of spreading infection), applications or in restroom cleaning, such as toilets and urinals.
- **YELLOW:** For sinks, counters and wash room surfaces, also used for specialty cleaning (Such as service counters, mirrors and metal works).
- **Blue:** In low risk areas of the building, such as desktops, ledges, walls and tiles, window cleaning and high and low dusting.
- **GREEN:** Used in food processing and food serving areas, such as kitchens, canteens pause areas

12.4 Meetings

12.4.1 The project manager of the appointed cleaning company must attend the following meetings organized by SASSA:

- 12.4.1.1** Occupational Health and Safety (OHS) meetings,
- 12.4.1.2** Ad-hoc meetings organized as and when necessary;
- 12.4.1.3** Progress review meetings to be held on a monthly basis.
- 12.4.1.4** Site service and compliance monitoring, on a weekly basis
- 12.4.1.5** Attend any other emergency meeting

12.4.2 The supervisor must draw up timetables and work schedules on a daily basis.

12.5 Disaster Management, urgent services and emergencies:

In the event of flooding or any other incident, which may occur requiring cleaning and sanitation services which are not specified in this bid document, the cleaning and sanitation service may be undertaken by the appointed service provider, in line with applicable SCM Procedures as and when required.

13. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

The Bid, for each of the four clusters will be awarded to the bidder who scores the highest point score under specific goals and price:

- i. However, should an offer not be market related, SASSA reserves the right to negotiate with bidders in accordance with the SASSA SCM Policy.
- ii. Should an offer not be awarded to highest point scorer, SASSA reserves the right to negotiate with the next highest point scorer in accordance with SASSA SCM Policy.

14. PRICE

- 14.1 Pricing should be as per attached pricing schedule which is included in Annexures.
- 14.2 Bidders to indicate in their bid proposal which cluster/s they are bidding for and submit separate pricing schedule for each cluster.
- 14.3 All prices charged should be inclusive of VAT and firm for the first 12 months. The bid proposal must clearly indicate the total price for the first year of service.
- 14.4 If the bid price is not firm, SASSA shall only consider price adjustments as per the CPI after the one year anniversary of the contract.

- 14.5 Non-VAT vendors who submit bids for contract that would, if successful, take their annual turnover above the threshold of R 1 million must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors
- 14.6 The award of contract would be (for non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 14.7 In all instances where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of contract will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.

15. PRICE ADJUSTMENTS

- 15.1 Bidders must take note that firm prices will be accepted for the first twelve (12) months of the contract duration, thereafter a once-off price adjustment on the 13th month.
- 15.2 Labour rates will escalate on an annual basis as per the sectorial determination as gazetted yearly by the minister of labour.
- 15.3 Consumables will escalate yearly as per the CPI % as issued by Statistics South Africa.

16. TESTING AND TEST REPORTS

- 16.1 A test report not older than 12 months issued by any institution recognized or accredited by the South African National Accreditation System (SANAS) must be submitted by the successful bidder before the finalization of the contract.
- 16.2 If a bidder's manufacturing facility has been tested and inspected by any institution accredited or recognized by SANAS; a certificate not older than 12 months must be issued indicating that both the product offered and the manufacturing facility of the product have been inspected and tested.
- 16.3 In the event of the bidder not being a manufacturer, the bidder must obtain such certificate from the relevant manufacturer.

17. SAMPLES

- 17.1 The Agency reserves the right to call for samples from the contracted service provider and have them tested when required.

18. RESPONSE FIELDS

18.1 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive, it is imperative to comply with all conditions pertaining to this bid and to complete all the mandatory response fields and item questionnaires for the individual items specified.

18.2 Non-compliance with this condition will invalidate the bid for the item(s) concerned.

19. PROJECT CO-ORDINATION ARRANGEMENTS

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

**The South African Security Agency
BKB Building
Corner Fitzpatrick and Merino Road
Quigney
East London
5201**

20. CONTACT DETAILS FOR ENQUIRIES

The following officials from SASSA are authorized to address enquiries from bidders.

All enquiries need to be in writing and will be responded in writing. All enquiries received, will be made available to bidders who attended the briefing session.

- **Technical Enquiries**

Mr Daliwonga Zimba – SASSA Cleaning Project Manager
Contact Details: 043-707 6470
E-mail: DaliwongaZ@sassa.gov.za

- **Supply Chain related Enquiries**

Mr. Leslie Bezuidenhout
Contact Details: 043-707 6366
E-mail: LeslieBe@sassa.gov.za

21. VALIDTY PERIOD OF BID

21.1 All Bids must remain valid for a period of **90 days** from the closing date as stipulated in the bid document.

22. COMMENCEMENT AND DURATION OF THE CONTRACT

22.1 The projects will commence after signing the contract. The service providers will be expected to provide cleaning and sanitation services for a period of 36 months with an option of extending the contract for 12 months.

23. BRIEFING SESSION

23.1 The Compulsory Briefing session provides bidders the opportunity to clarify aspects of the process as set out in the document and to address any substantive issues that bidders wish to raise.

23.2 Bidders are required to attend all briefing sessions they intend to bid on.

23.3 Bidders are discouraged to capture more than one company name on the attendance register unless directorship for both companies can be proven.

A compulsory briefing session will be held at the following four clusters as follows:

Cluster 1: Amathole and Regional Office

Date	Venue	Time
14 February 2024	SASSA Regional Office Corner of Fitzpatrick & Merino Road Quigney East London	10:00

Cluster 2: Alfred Nzo and O.R Tambo

Date	Venue	Time
14 February 2024	Mthatha Town Hall Leeds Road Norwood Mthatha	10:00

Cluster 3: Chris Hani and Joe Gqabi

Date	Venue	Time
14 February 2024	Thobi Kula Hall Behind Nonesi Mall	10:00

Cluster 4: Sarah Baartman and Nelson Mandela

Date	Venue	Time
14 February 2024	Nangoza Jebe Hall 135 Moduka Road New Brighton Port Elizabeth	10:00

- A GRACE PERIOD OF TEN (10) MINUTES WILL BE ALLOCATED TO BIDDERS ARRIVING LATE AT THE BRIEFING
- NO LATE BIDDERS WILL BE ALLOWED TO ENTER THE BRIEFING VENUE AFTER 10H10

PART A – OFFICE CLEANING SERVICES REQUIREMENTS

STANDARD CLEANING ACTIVITIES

FLOOR MAINTENANCE:

Resilient Floors:

- | | |
|----------------------|--------------|
| ○ Sweep or damp mop. | Daily |
| ○ Machine burnish. | As necessary |

Stone Floors (ceramic tiles):

- | | |
|------------------|--------------|
| ○ Sweep. | Daily |
| ○ Damp Mop. | Daily |
| ○ Machine Buff. | As Necessary |
| ○ Machine scrub. | As Necessary |

Rugs and Carpeting:

- | | |
|----------------------------|-------|
| ○ Vacuum clean thoroughly: | |
| - heavy traffic areas. | Daily |
| - medium traffic areas. | Daily |
| - light traffic areas. | Daily |

DUSTING:

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

WASTE DISPOSAL:

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

WALLS AND PAINTWORK:

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

GLASS AND METAL WORK:

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

ENTRANCE AND RECEPTION:

- | | |
|--------------------------------------|-------|
| ○ Sweep entrance steps and entrance. | Daily |
| ○ Clean doormats and wells. | Daily |
| ○ Wash steps. | Daily |

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 |
| ○ Deep clean normal usage toilets | Quarterly |
| ○ Damp mop floors with disinfectant. | Daily |
| ○ Empty and clean all waste receptacles. | Daily |
| ○ Empty and clean sanitary bins. | Weekly |
| ○ Clean and sanitise all bowels, basins, urinals, showers and baths (where applicable). | Daily |

- | | |
|---|-------|
| ○ Clean all mirrors. | Daily |
| ○ Clean all metal fittings. | Daily |
| ○ Spot clean walls, doors, partitions and lockers where applicable. | Daily |
| ○ Replenish consumables i.e. toilets papers, soap and towel cabinets. | Daily |

LIFTS AND LIFT FOYERS:

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

STAIRCASES:

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

WINDOW CLEANING:

- | | |
|--|-------------------------|
| ○ Clean partition glass. | Weekly |
| ○ Cleaning of window seals | Weekly |
| ○ Clean interior and faces of all accessible windows | Quarterly (On weekends) |

BLINDS:

- | | |
|------------------------------------|--------------|
| ○ Dust. | Twice a week |
| ○ Ensure that blinds are in place. | Daily |

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

PARKING:

- | | |
|---|--------|
| ○ Pick up litter and remove to within SASSA premises. | Daily |
| ○ Sweep. | Weekly |

STOREROOMS:

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

WALKWAY / BUILDING SURROUNDINGS:

- | | |
|--|--------|
| ○ Pick up litter and remove within SASSA premises. | Daily |
| ○ Sweep. | Weekly |

Whilst cleaning of the yard does not form part of the cleaning services, considering that SASSA Local offices are visited by beneficiaries on daily basis, some with children, the service provider will be expected to pick up litter within SASSA premises

REFUSE AREA:

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

DINING ROOMS:

- | | |
|--|----------------------|
| ○ Maintain and clean floors according to type. | Daily |
| ○ Dust all vertical and horizontal surfaces to a height of 2.5m. | Daily |
| ○ Damp wipe furniture. | Daily |
| ○ Empty and clean receptacles. | Twice a day |
| ○ Collect dirty dishes and wash them in the kitchen. | As and when required |

KITCHEN:

- | | |
|---|---------------------------|
| ○ Maintain and clean floors (inside and outside). | Daily |
| ○ Wash the dishes in the kitchen. | Four times a day and when |

- | | |
|-----------------------------------|----------------------------------|
| | required |
| ○ Clean the fridges (defrosting). | Fortnightly and when required |
| ○ Clean the microwaves | Twice per week and when required |
| ○ Clean and re-fill water boilers | Twice per week and when required |

BOARDROOMS:

- | | |
|---|----------------------|
| ○ Maintain and clean floors. | Daily |
| ○ Dust all boardroom tables and chairs. | Daily |
| ○ Collect dirty dishes and wash them in the kitchen | As and when required |

OFFICES

In addition to the standard cleaning activities for offices

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

WATER COOLERS:

- | | |
|-----------------------------------|--------------------------------|
| ○ Clean and re-fill water coolers | Twice a week or when necessary |
|-----------------------------------|--------------------------------|

SERVICE TIMES:

- Day cleaning - Monday to Friday from 06h30 to 15h00 or as practical in the environment.
- Night cleaning is not allowed.

MISCELLANEOUS:

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

QUARTERLY CLEANING EXERCISES

- Carpet cleaning (deep cleaning) Quarterly (only on weekends)
- Clean interior and exterior faces of all accessible windows. Every Fourth Month (only on weekends)
- Deep cleaning of chairs Bi-Yearly (only on Weekends)
- Deep Cleaning of Couches Bi- Yearly (only on Weekends)
- Fumigation and Pest Control Quarterly (only on weekends or after hours)

EXCLUDED AREAS:

- Electrical and mechanical plant rooms.

PART B – Sanitary Consumables Requirements

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

- Toilet Paper Holders and Refills;
Toilet Paper Quality must comply with SANS 1887 Part 2
- Electric hand dryers to be installed in all offices
- Sanitizer Drip Master for all Urinals as indicated on the floor plans
- Sanitary Waste Bins and Removal Service (weekly) in all female staff and female beneficiary toilets;
- Waste Bins and removal service (for baby nappies) in all female toilets in all building not having Baby Rooms
- Hand Soap Dispenser (Foam) and Refills in all toilets (staff & beneficiary)
- Hand Towel Waste Bins and Removal Service;
- Auto Flush Units for Urinals; (Staff & beneficiary male toilets)
- Bins at baby changing rooms with weekly service

AIRFRESHENERS

- Automatic Air Fresheners and Refills for corridors
- Automatic Air Fresheners for Boardrooms and Refills;
- Automatic Air Fresheners at beneficiary waiting area
- Automatic Air Fresheners (Digital) for Basement Reception where applicable.
- Supply batteries for the air fresheners when needed

Nappy Bin with Lid Specification

- 16 Litre capacity
- White colour
- Plastic
- Dimensions 23 x 23 x 49.5 cm
- Weight 2.01 kg

N.B: Delivery of all consumables and toilet paper must be done in the presence of a SASSA official who must sign to confirm the quantities delivered. The service provider shall be expected to properly monitor the usage of the abovementioned and ensure that THERE IS NO SHORTAGE AT ALL TIMES.

PART C –CARS WASH SERVICES FOR SASSA OFFICIAL VEHICLES

N.B: Each Pool vehicle must be washed once a week.

Provide a complete car wash service within SASSA premises, **with the exception of the offices below where vehicle washing must be done outside SASSA premises:**

- King Williams Town (Cluster 1)
- East London Local Office (Cluster 1)
- BCM District Office (Cluster 1)
- Umtata District Office (Cluster 2)
- Umtata Local Office (Cluster 2)

The complete car wash service includes the following:

- Wash the exterior part of the vehicle, including windows;
- Disinfect and wipe clean all door and window handles inside and outside including canopy handles with surface sanitizer with a minimum of 70% alcohol content;

- Disinfect and wipe all armrest in the vehicle with surface sanitizer;
- Spray the entire steering wheel with Surface sanitizer, wipe clean;
- Spray the dash area, air vents and cluster with Surface sanitizer, wipe clean;
- Disinfect all gear shifters with Surface sanitizer and wipe clean;
- Wash the inside of the load body with a solution containing 0.5% Sodium Hypochlorite;
- Disinfect with Surface sanitizer and wipe clean all headrests
- Disinfect window sills with Surface sanitizer;
- Disinfect and sanitize petrol cap pads and handles;
- Vacuum the driver and passenger seats;
- Vacuum the floor mats in the driver and passengers' seats;
- Wash and polish car tyres;
- Vacuum and clean vehicle's boot space;

PART E – PRICE STRUCTURE TEMPLATE

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

- The SASSA Eastern Cape Bid (pricing proposal per Regional office/ District and local/ service office must be based on **ALL OF THE BID SPECIFICATIONS AND NOTHING MUST BE LEFT OUT IN ANNEXURE 'B'.**
- A **Bid Price Proposal** excluding some of the required services (as outlined in the bid specifications) **shall not be accepted.**
- The Labour costs for the cleaning staff (Supervisor and cleaners) must not be below the approved sectoral wage determination as determined by the Department of Labour.

ANNEXURE A

CURRENT AND PAST CONTRACTS (CLIENT BASE)

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.

Failure to complete the table in full shall invalidate the bid.

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

Name of client / organization where contract is 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)	Nature of services provided (cleaning, sanitation)	Contact persons and telephone numbers of your client	Square Meters of Project Site	Total Cost of the Contract
Example: South African Social Security Agency	1 March 2012 to 31 July 2013	Current	Cleaning and sanitation	Zandile Ngishe 043 707 6388	9 000 m ²	R600 000.00

RECORD OF ADDENDA TO BID DOCUMENTS

BID NO: _____

BID FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR OFFICE CLEANING, SANITATION AND DISINFECTION SERVICE SPECIFICATION FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION

(Returnable: This addenda must be signed and submitted with the bid at the closing date)

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.				
	Date	Page number	Title or Details per original Bid Document	Amendment
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Signed _____ Date _____

Name _____ Position _____

Name of Tenderer _____

COMPULSORY BRIEFING SESSION CERTIFICATE

BID NO: _____

BID FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR OFFICE CLEANING, SANITATION AND DISINFECTION SERVICE SPECIFICATION FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION

I/We have attended the briefing session for the above-mentioned works at the date specified below.

I/We have thoroughly studied the tender documents and I/We have brought myself/ourselves fully conversant with all aspects which could possibly influence the development.

I/We further certify that I/We am/are satisfied with the description of the works and the explanation given to me/us by the Representative/Agent at the briefing and I/We fully understand the extent of the work to be done as specified and implied for the execution of this contract.

Date of Briefing Session: **14 FEBRUARY 2024**

Time of Briefing: **10:00**

Venue of Briefing Session:

Name of Tenderer

Signature of Tenderer

Signature of SASSA Representative

Date

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

JULY 2010

NOTES

The purpose of this document is to:

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

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

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

GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

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

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and

construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 X 85, Pretoria 001, 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 provider 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 provider'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 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 success 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 provider'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 clause 8.2 & 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract.

Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider 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. Packaging

9.1 The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packaging, 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, 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 the 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 the 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 provider of any warranty obligations under this contract; and
- (e)** training of the purchaser's personnel, at the provider'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 provider 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:

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
 - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - b) 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 provider 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 provider, 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 the 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
- 16. Payment**
- 16.1** The method and conditions of payment to be made to the provider 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 fulfilment 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 provider in his bid, with the exception of any price adjustments authorized 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 provider 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 provider from any liability or obligation under the contract.

21. Delays in the provider'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 any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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 provider'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 good 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 judgement 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 provider 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 art, 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 person prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offense as contemplated in section 12 or 13 of the Prevention and Combatting 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 Counter-Vailing 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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 provider 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 provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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 provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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 provider 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation Of Liability

- 28.1 Except in cases of criminal negligence or wilful 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider 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.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the provider 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 provider 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 provider shall be entirely responsible for all taxes, duties, and 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.
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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.