SASSA:01-25-FM-EC
INVITATION TO BID

INVITATION OF PROSPECTIVE BIDDERS FOR OFFICE CLEANING, SANITATION, POOL CAR WASH, FUMIGATION AND PEST CONTROL SERVICES FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION FOR A PERIOD OF 36 MONTHS: CLUSTER 1 (Regional Office, Amathole District and Local Offices) and CLUSTER 2 (OR Tambo District and Local Offices, Alfred Nzo District and Local Offices)

COMPULSORY BRIEFING SESSION: 8 JULY 2025 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 below address)

Venue of compulsory briefing session is on Page 54 of the Terms of Reference)

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:
SASSA
BKB BUILDING,
CONR FITZPATRICK & MERINO ROAD
QUIGNEY
EAST LONDON
5201

CLOSING DATE: 22 JULY 2025

TIME: 11:00

ENQUIRIES CAN BE DIRECTED TO:

Technical Enquiries:
Name: Ms Xolile Mbatha

Tel: 043- 707 6342

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, SANITATION, POOL CAR WASH, FUMIGATION AND PEST CONTROL SERVICES FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION FOR A PERIOD OF 36 MONTHS: CLUSTER 1 (Regional Office, Amathole District and Local Offices) and CLUSTER 2 (OR Tambo District and Local Offices, Alfred Nzo District and Local Offices)

NO	DESCRIPTION OF DOCUMENT
1	SBD 1
2	SBD 3.1
3	SBD 4
4	SBD 6.1
5	GENERAL CONDITIONS OF CONTRACT
6	TERMS OF REFERENCE
7	ANNEXURE A – CURRENT AND PAST CONTRACTS (CLIENT BASE)
8	ANNEXURE B – PRICING SCHEDULE
9	BRIEFING ATTENDANCE CERTIFICATE

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)						
BID NUMBER:	**SASSA:01-25-FM-EC**	CLOSING DATE	**22 July 2025**	CLOSING TIME:	11:00	
DESCRIPTION	**INVITATION OF PROSPECTIVE BIDDERS FOR OFFICE CLEANING, SANITATION, POOL CAR WASH, FUMIGATION AND PEST CONTROL SERVICES FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION FOR A PERIOD OF 36 MONTHS: CLUSTER 1 (Regional Office, Amathole District and Local Offices) and CLUSTER 2 (OR Tambo District and Local Offices, Alfred Nzo District and Local Offices)**					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*						
SASSA, BKB BUILDING, CNR FITZPATIRCK & MERINO ROAD, QUIGNEY, EAST LONDON, 5201						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Mr L Bezuidenhout	CONTACT PERSON	Ms X Mbatha
TELEPHONE NUMBER	043 707 6366	TELEPHONE NUMBER	043- 707 6342
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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ *Yes* ☐ *No* *[IF YES ENCLOSE PROOF]*	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE:

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:01-25-FM-EC**
Closing Time 11:00	Closing date **22 July 2025**

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: **SASSA EASTERN CAPE**
- 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 *Delivery: Firm
- Delivery basis

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

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

***Delete if not applicable**

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**

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:

……

……

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.

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 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

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.

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

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

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

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1. GENERAL CONDITIONS

1.1 The following 80/20/ system for requirements with a Rand below R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to

an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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: .....

.....

.....

.....

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 complied 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
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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 hi 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.

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 practice

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.

TERMS OF REFERENCE:

INVITATION OF PROSPECTIVE BIDDERS FOR OFFICE CLEANING, SANITATION, POOL CAR WASH, FUMIGATION AND PEST CONTROL SERVICES FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION FOR A PERIOD OF 36 MONTHS: CLUSTER 1 (Regional Office, Amathole District and Local Offices)

and

CLUSTER 2 (OR Tambo District and Local Offices, Alfred Nzo District and Local Offices)

1. OBJECTIVE

The main objective is to procure the cleaning, sanitation, pool car wash, fumigation and pest control services for SASSA Eastern Cape Region for a period of 36 months: Cluster 1 (Regional Office, Amathole District and Local Offices) and Cluster 2 (OR Tambo District and Local Offices, Alfred Nzo District and Local Offices).

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, 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 OFFICE CLEANING, SANITATION, POOL CAR WASH, FUMIGATION AND PEST CONTROL SERVICES

3.1 The appointed successful bidder/s will be required to provide services to SASSA Eastern Cape Region for a period of 36 months: **Cluster 1** (Regional Office, Amathole District and Local Offices) and **Cluster 2** (OR Tambo District and Local Offices, Alfred Nzo District and Local Offices).

3.1.1 Office cleaning services
3.1.2 Sanitation services
3.1.3 Pool Car Wash Services
3.1.4 Fumigation and Pest Control

3.2 Details of the required services are described below:

PART A – Office Cleaning Services Requirements

PART B – Sanitary Consumables Requirements

PART C – Pool Car Wash Services

PART D – Fumigation and Pest Control

4. IMPORTANT NOTICE TO BIDDERS

The successful bidder/s will be encouraged to contribute to the local economic empowerment by appointing majority of the staff complement from 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 There are two (2) clusters as listed below:

***Cluster 1*:** Regional Office , Amathole District and Local Offices.

***Cluster 2*:** Alfred Nzo and O.R Tambo Districts and Local Offices.

5.1.1 Bidders are expected to indicate on the cover of their bid document cluster/s they are bidding for.

5.1.2 The pricing schedule of the bid document should therefore also have a separate proposed pricing for each cluster.

5.1.3 Bidders to take note that evaluation and Bid award will be done per cluster.

5.1.4 Two (2) separate and distinct contracts will be signed with successful bidder/s.

5.1.5 The appointment will be based on the highest point scorer under specific goals and Price.

5.2 Profile of the company, outlining:

5.2.1 The 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).

5.2.4 Physical and postal addresses, contact details of the office which will be providing the cleaning and sanitation services at SASSA Eastern Cape Region.

5.2.5 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 within Eastern cape Region.

5.2.6 SASSA will conduct a site visit to verify the premises and the foot print of the bidder.

5.2.7 Number of staff members to be dedicated to the project (this should be clearly defined in **PART E – Pricing Schedule Annexure 'B': -**

- Project Manager
- Supervisor
- Staff members (Cleaners)

5.2.8 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.

5.2.9 The **Occupational Health and Safety Policy of the bidder and the plan** for this project must be attached to the bid proposal.

5.2.10 A **contingency plan** to be implemented during industrial actions, when staff members are absent and/ or when the staff members are on leave etc., must be attached to the bid proposal.

5.2.11 The List of chemicals and equipment (description, make, model, unit of measure, quantity and age) to be used for general cleaning services must be indicated. Sanitary equipment and chemicals to be used must also be clearly listed. **Provide a certified copy of a confirmation letter from current or prospective suppliers stating that only SABS approved cleaning equipment and material will be used at SASSA premises.**

5.2.12 Provide proof of **valid public Liability cover / letter of intent** from the respective financial institution to the minimum amount of R 1 million.

5.2.13 **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.).
- Installation and Maintenance of Equipment and ensuring adequate supply of all material.
- Monitoring of the Project.

5.2.14 Provide a certified valid copy of the National Contract Cleaners Association **(NCCA)** OR Black Economic Empowerment Cleaning Association **(BEECA)** certificates or any other Employers' Associations of the Contract Cleaning Sector.

5.2.15 Valid reference letters signed and stamped 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
- Duration of the contract (start and end date), and
- Contract amount

5.2.16 **Price Structure** – price proposals must strictly be prepared in line with the **Annexure 'B' – Pricing Schedule** comprising of individual office pricing, monthly, quarterly, Annually and 36 months summaries for each cluster**. Failure to comply with this requirement will invalidate the bid.**

5.3 Bidders must **Number with a Black Bold Marking pen, Initial and Stamp** every page of their bid specification and bid proposal to avoid disputes relating to allegedly missing or torn out pages.

6. RESPONSIBILITIES

The successful bidder/s shall:

- Provide and install all cleaning equipment at their own cost.
- Conduct business in a courteous and professional manner.
- Provide the necessary documentation as requested prior to the awarding of the contract.
- Comply with all relevant employment legislation and applicable bargaining council agreement, including UIF, PAYE, etc. For example, payment of cleaners must comply with the relevant Gazetted Sectoral Determination for Cleaners including payment for overtime work, payment of pay-overs such as Provident Fund and UIF, PAYE.
- Manage the internal disputes among his/her staff such that SASSA is not affected by those disputes.
- Ensure that all staff working under this contract are in good health and pose no risk to any SASSA employees.
- Comply with SASSA security and emergency policies, procedures and regulations.
- Comply with Occupational Health and Safety (OHS) standards, i.e. not use firefighting equipment for the purpose of executing project activities

- Not use equipment, utensils or chemicals that may damage fittings, vehicle body painting, persons or any other contents in offices. SASSA has a right to reject any such equipment, utensils or chemicals that are detrimental to its property and staff.
- Not use any poisonous or highly inflammable substances without the written consent of SASSA.
- Ensure that all work performed and all equipment used on site are in compliance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and any regulations promulgated in terms of this Act and the standard instructions of SASSA;
- Maintain cleaning equipment in good order so as to comply with the SASSA's Occupational Health and Safety Standards (a copy will be available on request).
- Re-fill, empty and clean machines and equipment such places as indicated/designated.
- Ensure that all staff working under this contract are adequately trained prior to the commencement of the contract. Even the relievers must be fully trained before they are deployed to SASSA. The service provider shall be penalized for the poor performance of his/her staff. SASSA reserves the right to order the immediate removal of a staff member who is poorly performing.
- 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.
- Ensure that SASSA is informed and gives consent of any removal and replacement of staff for security reasons.
- Be required to provide proof that all persons working under the contract have been screened/vetted.
- Be required to sign a 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.
- In the event of unforeseen circumstances such as flood be required to provide ad-hoc cleaning and sanitation services subject to approval of costs.
- Be expected to provide the following attachments when submitting invoices:

    1. Attendance register of cleaners signed by Service provider and by SASSA delegated official at each office,
    2. Delivery note for consumables signed by SASSA delegated official at each office,
    3. Registers of pool cars washed, signed by SASSA delegated official at each office.

4. Job cards for servicing sanitary bins, deep cleaning and pest control, signed by SASSA delegated official.

SASSA shall:

- Manage the contract in a professional manner in line with the signed Service Level Agreement between the parties.
- Monitor the successful bidder/s if they pay the cleaners in line with the Gazetted Sectoral Determination for Cleaners and take steps against the service provider as stipulated in Paragraph 35 under Conditions of Contract, if there is non-compliance.
- Provide appropriate information as and when required and in situations where it is required by the bidder to fulfill their duties.
- Not accept responsibility for any damages suffered by the bidder/s or their staff for the duration of the contract.
- Not tolerate any unfair labour practices between bidder/s and his/her staff that happen during the execution of the project activities.
- Not accept any responsibility for accounts/expenses incurred by the bidder that was not agreed upon by the contracting parties.
- Provide a storage facility for equipment and materials where possible.
- **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 Requirements **Phase Three:** Functionality
Stage Two	Price and Specific Goals

7.1 Stage One: Phase One – Mandatory Requirements

Phase One – Mandatory Requirements		
No.	**Activity**	**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 nominated representative.	
2.	Bidder/s must be registered and be compliant on Central Supplier Database (CSD) by the closing date of the bid. **N.B** Business status to reflect in business and not de-registered	
3.	**Reference letter/s and Purchase orders or Appointment letter/s** from the bidder's past/current clients confirming the square meters for buildings that they have previously cleaned in terms of each contract. A reference letter needs to be dated, signed and stamped by the bidder's past and/current clients (signature date must not be older than 3 months, letter must correspond with the attached purchase orders or appointment letters) and contain the following information: - 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 m^2); - Reason for termination (if applicable); - Contract amount	
4.	Valid Letter of registration to the National Contract Cleaners Association (NCCA) or Black Economic Empowerment Cleaning Association (BEECA) certificates or any other Employers' Associations of the Contract Cleaning Sector.	
5.	**Annexure A -** TABLE OF EXPERIENCE	
6.	**Annexure B -** DETAILED PRICING SCHEDULE (**Detailed Pricing Schedule comprising of individual office pricing, monthly, quarterly, annually and 36 months summaries for each cluster)** **NB**: A Bid Price Proposal excluding some of the required services (as outlined in the bid terms of reference: Annexure B-Detailed Cost Breakdown) will be regarded as	

Phase One – Mandatory Requirements		
No.	**Activity**	**Yes/No**
	incomplete , non-compliant and disqualified	
7.	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)	
8.	CV/s of the Project Manager/s	
9.	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. *SASSA will conduct a site visit to verify the premises*.	
	NB: Failure to comply with the above mandatory requirements will lead to the bidder/s not being considered for further evaluation	

7.2 <u>Stage One: Phase Two - Administrative Requirements</u>

	Phase Two – Administrative Requirements	
No.	**Activity**	**Yes /No**
1.	Bidders must complete and duly sign the following SBD forms: **Form Number** / **Description** • SBD1 • SBD 3.1 • SBD 4 • SBD 6.1	
2.	Central Supplier Database (CSD) report	
3.	Valid Tax pin document	
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.	
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 and above	
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)	

7.3 <u>Stage One: Phase Three- Functionality</u>

	Phase Three – Functionality Criteria	**100**
No.	**Activity**	**rating**
	Bidders will be evaluated in the following manner: **1 = poor, 2 = average, 3 = good, 4 = very good and 5 = excellent**	
	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'**: • Number of years of experience shall be allocated values as follows:	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	
	b) Capability to clean size of the building(s) as per bid requirements: **Square meters of bidders' past/current site(s) to be assessed.** Letters must be attached from past/current contract/s, indicating the size of building/s in square meters.	20
	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 note the following: i) Reference letters together with purchase orders or appointment letters from past and/ current 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) ii) Reference letters must correspond with attached purchase orders and/ appointment letters	

	Phase Three – Functionality Criteria	100
No.	**Activity**	**rating**
	iii) Square meters of the bidders' current/past 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)	
	2. Personnel profile detailing:	**10**
	Knowledge of the Project Manager in 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 to 1 year experience: 1 1+ to 3 years' experience: 2 3+ to 6 years' experience: 3 6+ to 9 years' experience: 4 More than 10 years' experience: 5	
	3. Training Plan: (i) Office Cleaning, (ii) Sanitation, (iii) Car wash, and (iv)Fumigation and Pest control:	**10**
	The above plan must cover training for all employees prior and during the contract and should include the following: • Course name and accreditation (if applicable) - • Frequency of training	
	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:	**20**
	The Project Implementation Plan must include, but not limited to the following:	

<table>
<tr><td></td><td>Phase Three – Functionality Criteria</td><td>100</td></tr>
<tr><td>No.</td><td>Activity</td><td>rating</td></tr>
<tr><td></td><td>

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

<table>
<tr><td>One activity of project plan only</td><td>1</td></tr>
<tr><td>Two activities of project plan</td><td>2</td></tr>
<tr><td>Three activities of project plan</td><td>3</td></tr>
<tr><td>Four activities of project plan</td><td>4</td></tr>
<tr><td>Five activities of project plan</td><td>5</td></tr>
</table>
5. Contingency Plan during project execution (measures to be implemented during industrial actions, leave and absenteeism).
2 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

<table>
<tr><td>One element of contingency plan</td><td>1</td></tr>
<tr><td>Two elements of contingency plan</td><td>2</td></tr>
<tr><td>Three elements of contingency plan</td><td>3</td></tr>
<tr><td>Four elements of contingency plan</td><td>4</td></tr>
<tr><td>Five elements of contingency plan</td><td>5</td></tr>
</table>
</td><td>20</td></tr>
</table>

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

7.4 <u>Stage two – Price and Specific Goals</u>

7.4.1 SASSA will consider a Regulation Gazette No. 52053 from the Department of Employment and Labour for National Minimum Wage Act No. 9 of 2018 as amended and commenced on the 01 March 2025. Bidder/s are required to comply with the regulated minimum hourly rate in Area C

under Sectorial Determination 1 of Regulation Gazette No. 52053. **Therefore, bidder(s) who deviate from the applicable guideline by quoting below the current National Minimum Wage from the Department of Employment and Labour will be deemed non-compliant and therefore disqualified.**

7.4.2 Price (80) and Specific Goals (20)

7.4.3 The 80/20 preference points system will apply in the evaluation of bid proposals submitted

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

7.4.4 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 bid. For the purposes of this bid the bidder/s 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 bid:

Table 1:	
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

7.4.5 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.

7.4.6 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 and bidders will be allocated zero (0) points.

8. BID AWARD & CONTRACT CONDITIONS

- Bidders must submit their bid proposals in line with the bid terms of reference and the attached **Annexures.** Failure to comply shall invalidate the bid.
- The short-listed bidders shall be subjected to the security clearance process. Only bidder(s) who are cleared during the security clearance process shall be considered for appointment.
- The contract shall be concluded between SASSA and the successful bidder/s
- SASSA reserves the right to award the bid to one or more bidders.
- SASSA shall award the bid in whole for each Cluster.
- The contract's commencement and end date will be as set out on the award letter.
- SASSA will enter into Service Level Agreements with the successful bidder/s.
- Bidders must comply with safety regulations at all times during operations.
- Bidder/s will be encouraged to contribute to the local economic empowerment by appointing majority of the staff complement from local communities.
- It is the responsibility of the bidder/s to visit offices and familiarize themselves with specifics of each office, before submitting the bid to SASSA.

9. CONTRACT ADMINISTRATION

- Successful bidder/s must advise the Project Manager immediately when unforeseeable circumstances will adversely affect the execution of the contract and copy SCM.
- Full particulars of such circumstances as well as the period of delay must be furnished.
- The administration of the bid i.e. evaluation, adjudication and award shall be the sole responsibility of the SASSA Procurement Committees.

- Whilst the administration of annual price adjustments shall be the responsibility of the SASSA Project Manager.

10. COMPULSORY BID OPERATIONAL COMPLIANCES

10.1 The winning bidder is obligated to register with all Department of Labour registered statutory bodies that govern the sector.

10.2 SASSA reserves the right to periodically request proof of registration with such bodies.

10.3 SASSA reserves the right to make a follow up with those bodies to seek proof of regular payment of any regulatory member's fees and / or proof of any prescribed workers' pay-overs.

10.4 SASSA reserves the right to seek proof of compliance with the gazetted sectorial wage determination for workers.

10.5 Failure to produce the above within a SASSA prescribed time period when requested will result in SASSA, unilaterally, serving a Notice of Intention to Cancel the contract.

11. PROJECT EXECUTION PLAN

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

According to SASSA Requirements: The total number of cleaners required are indicated on the quantity column of the detailed pricing schedule (Annexure B). The bidder/s must also appoint full time Supervisor/s as set out on the detailed pricing schedule.	
Personnel for the Project	**Response**
Number of supervisors as indicated in Annexure B for providing services Full Time supervisors	Indicate the number_____
Number of cleaners as indicated in Annexure B for providing services Full Time cleaners	Indicate the number _____

Training Indicate the training that will be provided as well as where and when training will be conducted 1. On duty Training 2. Any other Training	Specify training courses / programmes (categorize in line with bullets 1 & 2) 1. _____ _____ _____ 2. _____ _____ _____
Equipment and Chemicals which will be used Equipment and chemicals to be used for cleaning services. Sanitary equipment and consumables must also be listed according to the bid specifications.	Confirm if the equipment and chemicals which will be used 1. Comply with the Terms of Reference (description, make, model, unit of measure, quantity and age) **Yes / No**_____ 2. Are SABS approved **Yes / No**_____
Project Implementation Plan Did you attach a detailed Project Implementation Plan?	**Yes / No** _____
Have you attached the following documents? • COIDA (Valid Letter of Good Standing from Department of Labour) • UIF (Valid Certificate of Compliance from the Department of Employment and Labour / Proof of registration) • Valid Letter of registration to the National Contract Cleaners Association (NCCA) or Black Economic Empowerment Cleaning Association (BEECA) certificates or any other Employers' Associations of the Contract Cleaning Sector.	**Yes / No** _____
Price Structure ○ Do you agree that the bid price firm for the duration of the contract subject to gazette	**Yes / No** _____

labour increases and annual CPI increases? ○ Is the price structure in relation to staff costs in line with the Gazetted Sectoral Determination 1: Contract Cleaning Sector?	**Yes / No** _____
BBBEE and Tax Status ○ 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? ○ Valid tax pin document (to verify tax status)	**Yes / No** _____
○ Did you complete all necessary SBD forms in line with the bid terms of reference?	**Yes / No** _____
Compliance with labour legislation Do you comply with all applicable legislation to the Contract Cleaning Industry?	**Yes / No** _____
Price Structure ○ Did you fully complete and attached all pages/sheets of the Annexure B - pricing schedule?	**Yes / No** _____

12. GENERAL CLEANING EQUIPMENT REQUIREMENTS

12.1 Industrial Heavy duty carpet cleaner (wet and dry);

12.2 Industrial vacuum cleaners (less noise). **NB: The number of vacuum machines allocated must be in line with the pricing schedule and must always be functional.**

12.3 Disc stripping machine;

12.4 Mop trolleys with steel handle and pressing mechanism.

12.5 Warning signs.

12.6 Sanitary equipment must comply with the National Environment Management: Waste act (Act 59 of 2008).

12.7 And all other necessary equipment as listed in the pricing schedules. **(Annexure "B" – Pricing Schedule)**

13. GENERAL CLEANING UNIFORM REQUIREMENTS:

13.1 Every cleaner must be clothed in full uniform, and name tags showing the name of cleaner and of the company.

13.2 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 washroom 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

14. MEETINGS

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

- Occupational Health and Safety (OHS) meetings.
- Ad-hoc meetings organized as and when necessary.
- Progress review meetings to be held on a monthly or quarterly basis.
- Site service and compliance monitoring, on weekly basis.

14.2 Disaster Management, urgent services and emergencies:

- In the event of flooding or any other incident, which may occur requiring cleaning, sanitation, car wash and fumigation and pest control services.
- In the event a need arises for services which are not included in the Terms of reference SCM procurement procedures will be followed with the appointed bidder.

15. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER/S

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

- However, should a bid not be market related or considered above SASSA's available budget, SASSA reserves the right to negotiate with bidder/s in accordance with the PPPFA Regulation 6 sub regulation 9(a) & (b) or cancel the bid.

- Should a bid not be awarded to the highest point scorer, SASSA reserves the right to negotiate with the next highest point scorer in accordance with PPPFA Regulation 6 sub regulation 9 (a) & (b). Reasons for such a move will be provided on request.

16. PRICE

16.1 All cost unit prices charged should be exclusive of VAT, the template is designed to automatically calculate VAT and they should be firm for the first 12 months. The bid proposal must clearly indicate the total bid price for the first year of service.

16.2 SASSA will only consider price adjustments for the CPI on overheads and direct material after the one year anniversary of the contract as well as for annual gazetted Labour cost adjustments.

16.3 **Non-VAT vendors who submit bids for contract that would, if successful, take their annual turnover above the threshold of R1 million, must upon being awarded the bid and signed the contract, register with the South African Revenue Service (SARS) as VAT vendors**

16.4 Proof of registration as VAT vendor with SARS must be submitted to SASSA's Project Manager within 21 days of award.

17. PRICE ADJUSTMENTS

17.1 Bidders must take note that their bid prices will be accepted and binding for the first twelve (12) months of the contract duration, thereafter an annual averaged CPI increase will be made on overheads as a price adjustment on the 13th month**.**

17.2 The bidder will be informed, in writing, when this CPI adjustment is made to enable adjustments of next month's invoices.

17.3 Labour rates will escalate on an annual basis as per the sectorial determination as gazetted yearly by the Minister of Employment and Labour.

17.4 Overheads will escalate yearly as per the CPI % is issued by Statistics South Africa

18. TESTING AND TEST REPORTS

18.1 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/s before the finalization of the contract.

18.2 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.

18.3 In the event of the bidder not being a manufacturer, the bidder must obtain such certificate from the relevant manufacturer.

19. SAMPLES

19.1 The Agency reserves the right to call for samples from appointed bidder/s and have them tested when required.

20. RESPONSE FIELDS:

20.1 In order to evaluate and adjudicate and award 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 **unprotected mandatory response fields shaded grey starting from the Cover Page sheet** and item questionnaires for individual items specified.

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

21. PROJECT CO-ORDINATION ARRANGEMENTS

21.1 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
8 Merino Road
Quigney
East London
5201

22. 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. Bidders will be given until **10 July 2025** for enquiries

The central point of enquiries should be: **tenderqueriesec@sassa.gov.za** and copy the relevant officials below

	Technical related enquiries	**Supply Chain related enquiries**
Contact person	Ms Xolile Mbatha	Mr. Leslie Bezuidenhout
Contact no.	043- 707 6342	043-707 6366
E-mail	Xolilemb@sassa.gov.za	leslieBe@sassa.gov.za

23. VALIDTY PERIOD OF BID

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

24. COMMENCEMENT AND DURATION OF THE CONTRACT

The project/s will commence after signing the contract. The appointed bidder/s will be expected to install, on a once-off basis, some equipment as tabulated in Annexure B, provide cleaning, sanitation, car wash and fumigation and pest control services for a period of thirty-six (36) months with an option of extending the contract for twelve (12) months or cancel it within three (3) months' notice given to the bidder/s.

25. BRIEFING SESSION

- The Compulsory Briefing session provides bidders the opportunity to clarify aspects of the bid process as set out in this document and to address any substantive issues that bidders wish to raise.
- Bidders are required to attend the briefing session for Cluster 1 and 2.
- Bidders are discouraged from capturing more than one company name on the attendance register unless directorship for both companies can be proven on the spot during the briefing.

A compulsory briefing session will be held at the following two (2) clusters as follows:

Cluster 1 & 2: <u>Regional Office, Amathole and Local Offices & O.R Tambo District, Alfred & Nzo District and Local Offices</u>

Date	Venue	Time
8 July 2025	**SASSA Regional Office 8 Merino Road Quigney East London**	**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**

26. <u>CLOSING OF BIDS</u>

All bid documents must be deposited in the tender box situated on or before:

Date: 22 July 2025

Time: 11:00 (No late bids will be accepted)

Bids must be deposited in the bid box situated at the following address:
SASSA
BKB BUILDING,
8 MERINO STREET
ARCADIA
EAST LONDON
5201

<u>PART A – OFFICE CLEANING SERVICES REQUIREMENTS</u>

<u>STANDARD CLEANING ACTIVITIES</u>

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

Item	Activity / Area	Frequency
	1. FLOOR MAINTENANCE	
Resilient Floors	Sweep or damp mop.	Daily
	Machine polish	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 • medium traffic areas • light traffic areas.	Daily
	2. DUSTING	
	Dust all surface (low level).	Daily
	Dust all high ledges and fittings	Weekly
	Dust all surfaces (wall, cabinet, etc.)	Daily
	Dust all window ledges.	Daily
	3. WASTE DISPOSAL	
	Provide refuse bags for the bins	Daily and when required
	Empty and clean all waste receptacles	Daily
	Remove all waste to specified areas	Daily
	Remove all waste papers.	Daily
	Wipe clean the waste bins under the workstations	Daily (morning, after tea and lunch breaks and before end of business)
	4. WALLS AND PAINTWORK	
	Spot clean all low surfaces, i.e. glass, walls, doors and light switches.	
	5. GLASS AND METAL WORK	
	Clean glass doors.	Daily
	Clean metal door handles	Daily
	6. ENTRANCE AND RECEPTION	
	Sweep entrance steps and entrance	Daily (random spot checks)
	Clean doormats and wells	Daily
	Wash steps	Daily
	7. TOILETS AND REST ROOMS	
Normal usage toilets and rest rooms		
	Provide toilet brushes for all toilets	Once off and when required
	Deep clean normal usage toilets	Quarterly
	Damp mop floors with disinfectants	Daily (every 30-minute interval)

Item	Activity / Area	Frequency
	Empty and clean all waste receptacles	Daily (every 30-minute interval)
	Empty and clean sanitary bins	Weekly (by accredited service provider
	Clean and sanitize all bowels, basins, urinals, showers and baths (where applicable).	Daily (every **30-minute** interval)
	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 (every 30 minute interval or when need arise)
8. LIFTS AND LIFT FOYERS		
	Completely clean interior of all lifts including indicator boards	Daily (hourly)
	Clean lift door tracks	Daily (hourly)
9. STAIRCASES		
	Dust and sanitize handrails and fittings	Daily (30 minutes interval)
	Maintain landings, treads and risers according to finish.	Daily (30 minutes interval)
10. WINDOW CLEANING		
	Clean partition glass	Weekly
	Cleaning of window seals	Weekly
	Clean interior and faced of all accessible windows	Weekly
11. BLINDS		
	Ensure that blinds are cleaned.	Daily
NB: The service providers shall be held accountable for the blinds damaged by the cleaners		
27. PARKING, WALKWAY / BUILDING SURROUNDINGS:		
	Pick up and remove litter within SASSA premises.	Daily (morning, after tea and lunch break and before end of business
	Sweep	Daily
28. STOREROOMS		
	Scrub the floor	Twice a month and when required
	Dust all areas	
	Remove all unwanted papers and other items	
29. REFUSE AREA		
	Operate compactor	When required (If applicable)
	Maintain compactor / refuse area in a	When required (If applicable)

Item	Activity / Area	Frequency
	clean and hygienic condition	
	Sweep and keep the refuse area tidy	Daily
	Maintain the refuse area in a clean hygienic condition	Daily
30. DINING ROOMS:		
	Maintain and clean floor according to type.	Daily (morning, after tea and lunch breaks, and before end of business
	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.	Daily (morning, after tea and lunch breaks, and before end of business or when required)
31. 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)	Weekly and when required
	Clean the microwaves	(Morning, afternoon tea and lunch breaks, and before end of business and when required
	Clean and re-fill water boilers	Daily and when required
32. BOARDROOMS		
	Maintain and clean floors.	Daily
	Dust all boardroom tables and chairs.	Daily
	Collect dirty dishes and wash them in the boardroom	(Morning, after tea and lunch breaks, and before end of business and when required
33. OFFICES		
In addition to the standard cleaning activities for offices:		
	Collect dirty dishes and wash them in the kitchen	(morning, after tea and lunch breaks, and before end of business and as and when required)
	Wash water jugs and glasses and re-fill water jugs	Daily 3 times a day
34. WATER COOLERS:		
	Clean and re-fill water coolers	Daily (3 times a day and when required)

Item	Activity / Area	Frequency
	Clean and re-fill water bottles	Daily (3 times a day and when required)
35. MISCELLANEOUS		
	Polish desk and office furniture.	Weekly
	Wash vinyl covered furniture.	Monthly
	Vacuum cloth covered furniture.	Monthly
	Removal of empty boxes	Daily
36. DEEP CLEANING EXERCISES		
	Carpet cleaning (deep cleaning)	Quarterly (on weekends and public holidays)
	Clean interior and exterior faces of all accessible windows	Weekly
	Deep cleaning of chairs	Bi-Yearly (on weekends and public holidays)
	Deep Cleaning of Couches	(on weekends and public holidays)
	Fumigation and Pest Control	Quarterly and when required (only on weekends or after hours)
37. SERVICE TIMES:		
○ Day cleaning - Monday to Friday from 06h30 to 15h00 or as practical in the environment. Total of eight service hours ○ Night cleaning is not allowed.		
38. EXCLUDED AREAS		
Electrical, Solar Power fixtures and mechanical plant rooms		

PART B – SANITATION SERVICES: EQUIPMENT AND CONSUMABLES REQUIREMENTS

NB: The successful bidder must install and service the following sanitary equipment and consumables required:

Item	Activity / Area	Frequency
Sanitary Equipment and Consumables		
Toilet papers	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	

Item	Activity / Area	Frequency
	Sanitary Waste Bins and Removal Service in all female staff and female beneficiary toilets;	Weekly (by accredited service provider
	Waste Bins and removal service (for baby nappies) in all female toilets and in all buildings not having Baby Rooms	Weekly (by accredited service provider
	Hand Soap Dispenser (Foam) and Refills in all toilets (staff & beneficiary)	30 min interval or /and when required
	Hand Towel Waste Bins and Removal Service	30 min interval or /and when required
	Auto Flush Units for Urinals; (Staff & beneficiary male toilets)	
	Bins at baby changing rooms	Weekly (by accredited service provider
Airfreshners	Automatic Air Fresheners and Refills for corridors	Daily or /and when required
	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 equipment must be done in the presence of a SASSA official who must sign to confirm the quantities delivered. The bidder shall be expected to properly monitor the usage of the above-mentioned and ensure that THERE IS NO SHORTAGE AT ALL TIMES.**	

PART C – POOL CAR WASH SERVICES

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**:

- Amathole District Office (Cluster 1)
- East London Local 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.

The successful Bidder/s will be expected to enter into a contract with a credible car wash center for vehicles in offices listed above. The Bidder/s to develop a monitoring tool for services rendered by the contracted car wash center.

PART D – FUMIGATION AND PEST CONTROL SERVICES

- Deep fumigation to be done on a quarterly basis.
- The bidder will be required to use odorless and harmless products.
- The bidder will be required to ensure that pest control services include but not limited to the following pests (rats and mice, cockroaches, mosquitoes and midges, snakes, maggots, birds, etc) as and when required

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** e.g. (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	R 600 000.00

ANNEXURE B – PRICING SCHEDULE : TEMPLATE

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

- The bid price proposal must be based on **ALL items listed on ANNEXURE 'B'. PRICING SCHEDULE.**
- A **Bid Price Proposal** excluding some of the required services (as outlined in the bid terms of reference: Annexure B-Pricing Schedule) **will be regarded as incomplete, non-compliant and disqualified.**
- The Labour costs for the cleaning staff (Supervisor and cleaners) must not be below the gazetted sectoral wage determination as determined by the Department of Employment and Labour.

RECORD OF ADDENDUM TO BID DOCUMENTS

BID NO: _____

BID FOR THE APPOINTMENT OF A SERIVCE PROVIDER FOR OFFICE CLEANING, SANITATION, POOL CAR WASH, FUMIGATION AND PEST CONTROL SERVICES SPECIFICATION FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION FOR A PERIOD OF 36 MONTHS: CLUSTER 1 (*REGIONAL OFFICE, AMATHOLE DISTRICT AND LOCAL OFFICES)* & CLUSTER 2 (*OR TAMBO DISTRICT AND LOCAL OFFICES, ALFRED NZO DISTRICT AND LOCAL OFFICES*)

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

We confirm that the following communications**, if any,** received from an appropriately delegated SASSA Eastern Cape Region official before the submission of this bid offer, amending the tender documents, have been taken into account in this bid 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 SERIVCE PROVIDER FOR OFFICE CLEANING, SANITATION, POOL CAR WASH, FUMIGATION AND PEST CONTROL SERVICES SPECIFICATION FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) EASTERN CAPE REGION FOR A PERIOD OF 36 MONTHS: CLUSTER 1 (*REGIONAL OFFICE, AMATHOLE DISTRICT AND LOCAL OFFICES)* & CLUSTER 2 (*OR TAMBO DISTRICT AND LOCAL OFFICES, ALFRED NZO DISTRICT AND LOCAL OFFICES*)

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

I/We have thoroughly studied the bid documents and I/We have brought myself/ourselves fully conversant with all aspects which could possibly influence negatively its evaluation and adjudication by the relevant authorities.

I/We further certify that I/We am/are satisfied with the description of the bid and the explanation given to me/us by the SASSA Official/s at the briefing session 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: **8 July 2025**

Time of Briefing: **10:00**

Venue of Briefing Session:

_____

_____

_____

_____
Name of the Bidding Company

_____
Name and Signature of the Company Representative

_____
Name and Signature of SASSA Representative

_____
Date