

SASSA:01-26-FM-EC

INVITATION TO BID

INVITATION OF PROSPECTIVE BIDDERS FOR OFFICE CLEANING, SANITATION, POOL CAR WASH, FUMIGATION PEST CONTROL AND GARDENING 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 4 (Nelson Mandela Metro Local Offices, Sarah Baartman District and Local Offices)

COMPULSORY BRIEFING SESSION: 24 APRIL 2026 AT 10:00

ADDRESS FOR BRIEFING SESSION:

**SASSA REGIONAL OFFICE
2ND FLOOR BOARDROOM
BKB BUILDING,
CONR FITZPATRICK & MERINO ROAD
QUIGNEY
EAST LONDON
5201**

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

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

CLOSING DATE: 13 MAY 2026

TIME: 11:00

ENQUIRIES CAN BE DIRECTED TO: tenderqueriesec@sassa.gov.za for attention to the following SASSA officials:

	Technical Enquiries	Supply Chain Management Enquiries
Contact person	Mr S. Balele / Ms V Nabo	Mr T. Tyaliti
Contact no.	043- 707 6417 041 - 404 9709	043-707 6328
E-mail	SilumkoB@sassa.gov.za / Vuyokazin@sassa.gov.za	TanduxoloT@sassa.gov.za

BID DOCUMENTS CAN BE OBTAINED FROM:

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

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INVITATION OF PROSPECTIVE BIDDERS FOR OFFICE CLEANING, SANITATION, POOL CAR WASH, FUMIGATION PEST CONTROL AND GARDENING 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 4 (Nelson Mandela Metro Local Offices, Sarah Baartman District and Local Offices)

NO	DESCRIPTION OF DOCUMENT
1	SBD 1
2	SBD 3.1 (Cluster 1 and Cluster 4)
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: TEMPLATE
9	RECORD OF ADDENDUM TO BID DOCUMENTS
10	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:01-26-FM-EC	CLOSING DATE	13 May 2026	CLOSING TIME:	11:00
DESCRIPTION	INVITATION OF PROSPECTIVE BIDDERS FOR OFFICE CLEANING, SANITATION, POOL CAR WASH, FUMIGATION PEST CONTROL AND GARDENING 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 4 (Nelson Mandela Metro Local Offices, Sarah Baartman 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 S. Balele / Ms V Nabo		CONTACT PERSON	Mr T. Tyaliti	
TELEPHONE NUMBER	043- 707 6417 / 041 - 404 9709		TELEPHONE NUMBER	043-707 6328	
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>[IF YES ENCLOSE PROOF]</i>		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</i>	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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)**

CLUSTER 1

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:01-26-FM-EC (Cluster 1)**

Closing Time 11:00

Closing date **13 May 2026**

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**

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

CLUSTER 4

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 01-26-FM-EC (Cluster 4)
Closing Time 11:00	Closing date 13 May 2026

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 institution	State

- 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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

1. GENERAL CONDITIONS

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

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

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

(a) The applicable preference point system for this tender is the 90/10 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	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X 85, Pretoria 001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection

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

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packaging

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in the SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.2 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
- 14.3 in the event of termination of production of the spare parts:
- 14.4 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.5 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified in SCC
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the provider's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for Default

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

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

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in art, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction

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

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

24. Anti-Dumping And Counter-Vailing Duties And Rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for Insolvency

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

27. Settlement of Disputes

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation Of Liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local provider shall be entirely responsible for all taxes, duties, and license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an

association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor (s) was/ were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No 89 of 1998.
- 34.3 If a bidder (s) or contractor (s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid (s) for such item (s) offered, and/ or terminate the contract in whole or part, and/or restrict the bidder (s) or contractor (s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder (s) or contractor (s) concerned.



TERMS OF REFERENCE:

**INVITATION OF PROSPECTIVE BIDDERS FOR OFFICE
CLEANING, SANITATION, POOL CAR WASH, FUMIGATION
PEST CONTROL AND GARDENING 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 4 (Nelson Mandela Metro Local Offices, Sarah
Bartman District and Local Offices)**

1. **OBJECTIVE**

The main objective is to procure the cleaning, sanitation, pool car wash, fumigation, pest control and gardening services for SASSA Eastern Cape Region for a period of 36 months: Cluster 1 (Regional Office, Amathole District and Local Offices) and Cluster 4 (Nelson Mandela Metro Local Offices, Sarah Baartman 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, with 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 4** (Nelson Mandela Metro Local Offices, Sarah Baartman District and Local Offices) as follows:
 - 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
 - 3.1.5. Gardening Services

3.2 Details of the required services are described below:

PART A – Office Cleaning Services Requirements

PART B – Sanitation Services Requirements

PART C – Pool Car Wash Services

PART D – Fumigation and Pest Control

PART E – Gardening services

4. BIDDERS SHOULD TAKE NOTE OF THE FOLLOWING BID CONDITIONS

4.1 The successful bidder/s will be encouraged to contribute to 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.

4.2 There are two (2) clusters that are included in the Bid listed below:

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

Cluster 4: Nelson Mandela Metro Local Offices, Sarah Baartman District and Local Offices

4.2.1 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.

4.2.2 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.

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

4.2.4 The bid proposal should have separate Annexure B - pricing schedules for each cluster.

4.2.5 Printed copies of Annexure B – pricing schedule to be submitted

4.2.6 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.

4.2.7 The bid evaluation and award will be done per cluster.

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

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

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

4.3 Profile of the company, outlining:

- 4.3.1 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).
- 4.3.2 List of past cleaning contracts (contact person/s and numbers must be included); as per **Annexure 'A'**.
- 4.3.3 List of current cleaning contracts (contact person/s and numbers must be included).
- 4.3.4 Physical and postal addresses, contact details of the office which will be providing the required services to SASSA Eastern Cape Region.
- 4.3.5 Bidders must submit proof of address under the company's name (not older than six months) e.g. Municipal account or valid lease agreement or intent to lease which is signed by both lessor and lessee within Eastern Cape Region.

NB: SASSA will conduct a site visit to verify the premises and the footprint of the bidder/s company.

4.4 Staff Complement

- 4.4.1 Number of staff members to be dedicated to the project (clearly defined in **PART E – Pricing Schedule Annexure 'B'**): -
 - Project Manager
 - Supervisor
 - Staff members (Cleaners)
- 4.4.2 Job functions of each category of staff complement.

4.5 The Project Implementation Plan must include but not limited to the following plans during pre-project implementation, during project implementation and during project close out phases:

- Risk assessment and mitigation Strategy
- Performance management, to always ensure adequate supply of material and functionality of equipment)
- Communication and stakeholder management for sites
- Monitoring and evaluation plan
- Detailed project scope (including timelines, schedules, safety protocols)

- 4.6 Training programmes** that will be provided for 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 and intervals must be attached to the bid proposal.
- 4.7 The Occupational Health and Safety Policy of the bidder and the plan** for this project must be attached to the bid proposal.
- 4.8 A contingency plan** to be implemented during: industrial actions, when staff members are absent and when the staff members are on leave (other than industrial actions), cash flow management to ensure business continuity without interruptions to operations when there are discrepancies and/ challenges on invoice processing , Disaster Management and surgent services/ emergencies etc., must be attached to the bid proposal.
- 4.9 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 materials will be used at SASSA premises.**
- 4.10** Provide proof of **valid public Liability cover / letter of intent** from the respective financial institution to the minimum amount of R 1 million.
- 4.11** Provide a 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.
- 4.12 Signed reference letters** from the bidder's past and/current clients (letter to be on the letterhead and signature date must not be older than **6 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),
 - Contract amount and
 - Reasons for termination (if applicable)

4.13 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. Printed copies of Annexure B – pricing schedule to be submitted with the bid proposal

N.B: Failure to comply with this requirement will invalidate the bid.

5. RESPONSIBILITIES

5.1 The successful bidder/s will be expected to:

5.1.1 Comply with contract and industry regulations.

- a) Provide the necessary documentation as requested prior to the awarding of the contract.
- b) 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.
- c) Conduct business in a courteous and professional manner.
- d) Comply with the terms and conditions of the contract and the signed Service Level Agreement.
- e) 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.
- f) SASSA reserves the right to request proof of contributions to the responsible statutory bodies for Provident fund, UIF, PAYE, etc.
- g) 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.
- h) Comply with Occupational Health and Safety (OHS) standards, i.e. not use firefighting equipment for the purpose of executing project activities
- i) Comply with SASSA policies, procedures and regulations

5.1.2 Personnel Management

5.1.2.1 Staff (Cleaners, supervisor & project Manager)

- a) 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 offices.
- b) Ensure that all staff working under this contract are in good health and pose no risk to SASSA employees, clients and resources.
- c) 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 bid specifications.
- d) Manage internal disputes among his/her staff such that SASSA is not affected by those disputes.
- e) Ensure that SASSA is informed and gives consent of any removal and replacement of staff for security reasons.
- f) The successful bidder cannot move staff from an office or the contract without SASSA's authorization
- g) The successful bidder will 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.
- h) SASSA reserves the right to subject the cleaning staff to security clearance process,

5.1.2.2 Project Manager

- a) Conduct oversight and random inspections in offices,
- b) Ensure all tasks comply with Occupational Health and Safety including sanitation protocols.
- c) Train, supervise and mentor cleaning staff
- d) Conduct operation Oversight:
 - Ensure compliance with contract terms
 - Ensure execution of cleaning expectations are met

- e) Ensure compliance with the industry regulatory requirements and report status to the client.
- f) Facilitate and attend operational meetings with SASSA,
- g) Provide reports as and when requested by SASSA,

5.1.2.3 Supervisor's responsibilities include but not limited to:

- a) Oversee cleaning of staff.
- b) Ensure high sanitation standards.
- c) Conduct inspection of work.
- d) Monitor inventory and equipment.
- e) Ensure compliance with safety regulations.
- f) Report to management to ensure efficient cleanliness in all offices.
- g) Monitor and report on staff attendance performance and operational needs
- h) Oversee operational requirements.
- Supervisor must have a minimum of 2 years' supervisory experience in the cleaning and sanitation industry

5.1.3 Equipment and material

- a) Provide and install all cleaning equipment at the bidder's own cost.
- b) Refrain from utilizing any 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.
- c) Refrain from utilizing any poisonous or highly inflammable substances without the written consent of SASSA.
- d) Maintain cleaning equipment in good order to comply with the SASSA's Occupational Health and Safety Standards (a copy will be available on request).
- e) Maintain provision, maintenance of cleaning equipment and material at all times.
- f) Maintain cleanliness of offices, machines, equipment, cars, and the yard always.
- g) Provide replacements of non-functional equipment or material within 48 hours of the time of reporting.

5.1.4 Financial obligations

- a) Ensure positive cash flow to meet financial obligations of the contract such as timeous payment of salaries and distribution of cleaning equipment and materials.
- b) Pay salaries and staff benefits in line with the Gazetted Sectoral Determination for Cleaners without causing disruptions to SASSA operations.
- c) SASSA reserves the right to request proof of payment of monthly salaries, failure to comply may result in penalties being implemented.
- d) Submit invoices only for services rendered to avoid delays in payment processing.
- e) Provide the following attachments when submitting invoices:
 - Attendance register of cleaners signed by Service provider and SASSA delegated official at each office,
 - Delivery notes for equipment and materials signed by SASSA delegated official at each office,
 - Registers of pool cars that were washed, signed by SASSA delegated official at each office.
 - Job cards for weekly service of sanitary, nappy bins and for quarterly deep cleaning and pest control services, signed by SASSA delegated official at each office.
 - Job cards for gardening services rendered, signed by SASSA delegated official at each office.
- f) In the event of unforeseen circumstances such as flooding the successful bidder/s will be required to provide ad-hoc cleaning and sanitation services subject to approval of quoted costs.

5.2 SASSA shall:

- a. Manage the contract in a professional manner in line with the signed Service Level Agreement between the parties.
- b. Provide appropriate information as and when required and in situations where it is required by the bidder to fulfill their duties.
- c. 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 the successful bidder is not complying.

- d. Not accept responsibility for any damage suffered by the bidder/s or their staff for the duration of the contract.
- e. Not tolerate any unfair labor practices between bidder/s and his/her staff that happen during the execution of the project activities.
- f. Not accept any responsibility for accounts/expenses incurred by the bidder that was not agreed upon by the contracting parties.
- g. Provide a storage facility for equipment and materials where possible.
- h. Invoke penalties if/when the successful bidder doesn't adhere to the terms of the contract and the signed Service Level Agreement.
- i. **If necessary, request the withdrawal of a staff member/cleaner if he/she poses a threat or anything to SASSA.**

6. 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

6.1 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 with the Central Supplier Database (CSD) by the closing date of the bid. N.B Business status to reflect in business and not de-registered	

Phase One – Mandatory Requirements		
No.	Activity	Yes/No
3.	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.	
4.	Annexure A - TABLE OF EXPERIENCE	
5.	<p>Physical and postal addresses, contact details of the office which will be providing the cleaning, sanitation, car wash, deep cleaning pest control and gardening services at SASSA Eastern Cape Region.</p> <p>Bidders must submit proof of address (not older than six (6) months) e.g. Municipal account or A valid lease agreement / with intent to lease which is signed by both lessor and lessee.</p> <p><i>SASSA will conduct a site visit to verify the premises,</i></p>	
6.	<p>Reference letter/s and Purchase orders or Appointment letter/s from the bidder's past and/current clients confirming cleaning and sanitations services for buildings that they have previously rendered in terms of each contract.</p> <p>A reference letter must be on the letterhead, dated and signed by the bidder's past and/current clients (signature date must not be older than 6 months, letter must correspond with the attached purchase orders or appointment letters) and must contain the following information:</p> <ul style="list-style-type: none"> • Name of the client/organization. • Name and contact details of Cleaning and Sanitation Contract Manager. • Services provided, relating to cleaning and sanitation. • Square meters of office space building (e.g. 10 000 m²). • Contract period • Contract amount • Reason for termination (if applicable); 	
7.	<p>Annexure B - DETAILED PRICING SCHEDULE (Detailed Pricing Schedule comprising of individual office pricing and summaries for each cluster)</p> <ul style="list-style-type: none"> • A Bid Price Proposal excluding some of the required services (as outlined in the bid terms of reference: Annexure B-Detailed Pricing Schedule) will be regarded as incomplete, non-compliant and disqualified • Submit a separate Annexure B for each Cluster a bidder is bidding for <p>NB: bidders to ensure that all pages of the pricing schedule are printed and attached</p>	
	NB: Failure to comply with the above mandatory requirements will lead to the bid proposal/s not being considered for further evaluation	

6.2 Stage One: Phase Two - Administrative Requirements

Phase Two – Administrative Requirements																		
No.	Activity	Yes /No																
1.	Bidders must complete and duly sign the following SBD forms:																	
	<table><tr><th>Form Number</th><th>Description</th><th>Yes/No</th></tr><tr><td>SBD 1</td><td>Invitation to Bid</td><td></td></tr><tr><td>SBD 3.1</td><td>Pricing Schedule – firm prices</td><td></td></tr><tr><td>SBD 4</td><td>Bidder’s Disclosure</td><td></td></tr><tr><td>SBD 6.1</td><td>Preference points claim form in terms of the preferential procurement regulation 2022,</td><td></td></tr></table>	Form Number	Description	Yes/No	SBD 1	Invitation to Bid		SBD 3.1	Pricing Schedule – firm prices		SBD 4	Bidder’s Disclosure		SBD 6.1	Preference points claim form in terms of the preferential procurement regulation 2022,			
	Form Number	Description	Yes/No															
	SBD 1	Invitation to Bid																
	SBD 3.1	Pricing Schedule – firm prices																
	SBD 4	Bidder’s Disclosure																
	SBD 6.1	Preference points claim form in terms of the preferential procurement regulation 2022,																
NB: Bidder/s must complete and sign separate SBD3.1 for each cluster																		
2.	Central Supplier Database (CSD) report																	
3.	Company Registration Documents (CK document)																	
4.	Valid Tax pin document																	
5.	Proof of Company Shareholding Certificate																	
6.	Certified ID Copies of all Company Directors																	
7.	B-BBEE Status Level of contributor certificate apart from EME’s and QSE’s who are required to submit sworn affidavit in terms of Codes of good practice.																	
8.	UIF (Valid Certificate of Compliance from the Department of Labour/ Proof of Registration)																	
9.	Profile of the company outlining number of years of experience of a cleaning company (experience to be considered, for the purpose of this bid, is in relation to the provision of cleaning and sanitation services)																	
10.	Valid Public Liability Insurance confirmation / Letter of intent from respective financial institutions to the value of at least R1 million and above																	
11.	Valid certificate/s or letter/s of intent from the prospective service provider for disposal of sanitary bins and medical waste contents in accordance with the National Environmental Management: Waste Act 59 of 2008.																	
12.	COIDA (Valid letter of Good Standing from Department of Labour)																	
13.	Curriculum Vitae/s of the Project Manager/s																	

6.3 Stage One: Phase Three- Functionality

	Phase Three – Functionality Criteria	100																				
No.	Activity	rating																				
	<p>Bidders will be evaluated in the following manner:</p> <p>1 = poor, 2 = average, 3 = good, 4 = very good and 5 = excellent</p> <p>1. <u>Company Experience: (a & b)</u></p> <p>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’:</p> <ul style="list-style-type: none">Number of years of experience shall be allocated values as follows: <table><tr><td>0 to 1 year</td><td>1</td></tr><tr><td>1+ to 3 years</td><td>2</td></tr><tr><td>3+ to 5 years</td><td>3</td></tr><tr><td>5+ to 7 years</td><td>4</td></tr><tr><td>7+ years and above</td><td>5</td></tr></table> <p>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.</p> <table><tr><td>Less than 200 m²</td><td>1</td></tr><tr><td>201 m² to 600 m²</td><td>2</td></tr><tr><td>601 m² to 1000 m²</td><td>3</td></tr><tr><td>1001 m² to 3000 m²</td><td>4</td></tr><tr><td>3001 m² and above</td><td>5</td></tr></table> <p>Note: Bidders must note the following:</p> <ul style="list-style-type: none">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 reflect information as stipulated in paragraph 4.12 of the bid document.Reference letters must correspond with attached purchase orders and/ appointment lettersSquare meters are not to be stated cumulatively but must be stated per each contract previously awarded and successfully implemented)	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	Less than 200 m ²	1	201 m ² to 600 m ²	2	601 m ² to 1000 m ²	3	1001 m ² to 3000 m ²	4	3001 m ² and above	5	<p><u>40</u></p> <p>20</p> <p>20</p>
0 to 1 year	1																					
1+ to 3 years	2																					
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1001 m ² to 3000 m ²	4																					
3001 m ² and above	5																					

	Phase Three – Functionality Criteria	100																
No.	Activity	rating																
	<p>2. <u>Personnel profile detailing:</u></p> <p>Curriculum Vitae of envisaged dedicated Project Manager entailing:</p> <ul style="list-style-type: none">• Cleaning and sanitation industry certificates• Experience in cleaning and sanitation industry• Project Management experience of at least 3 years in the cleaning and sanitation industry• Skills (Interpersonal skills, writing and verbal communications).• Valid driver’s license <table><tr><td>One element of the CV</td><td>1</td></tr><tr><td>Two elements of the CV</td><td>2</td></tr><tr><td>Three elements of the CV</td><td>3</td></tr><tr><td>Four elements of the CV</td><td>4</td></tr><tr><td>Five elements of the CV</td><td>5</td></tr></table> <p>3. <u>Training Plan:</u></p> <ul style="list-style-type: none">• The plan must cover training in all these areas i) Office Cleaning, (ii) Sanitation, (iii) Car wash, (iv)Fumigation (v) Pest control, (vi) Gardening services.• It should be for all employees prior and during the period of the contract.• It should include but not limited to the following:<ul style="list-style-type: none">• Course name and accreditation (if applicable) -• Frequency of training <table><tr><td>Training courses to be attended by cleaners before contract commencement OR courses to be attended by cleaners during the contract</td><td>1</td></tr><tr><td>Training courses to be attended by cleaners before contract commencement AND courses to be attended by cleaners during the contract</td><td>3</td></tr><tr><td>Training courses to be attended by cleaners before contract commencement AND courses to be attended by cleaners during the contract and frequency of training</td><td>5</td></tr></table>	One element of the CV	1	Two elements of the CV	2	Three elements of the CV	3	Four elements of the CV	4	Five elements of the CV	5	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	<p><u>10</u></p>
One element of the CV	1																	
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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																	

	Phase Three – Functionality Criteria	100																				
No.	Activity	rating																				
	<p>4. <u>Project Implementation Plan:</u></p> <p>The Project Implementation Plan must include but not limited to the following plans during pre-project implementation, during project implementation and during project close out phases:</p> <ul style="list-style-type: none">• Risk assessment and mitigation Strategy• Performance management to ensure adequate supply of material and functionality of equipment at all times)• Communication and stakeholder management for sites• Monitoring and evaluation plan• Detailed project scope (including timelines, schedules, safety protocols <table><tr><td>One activity of project plan</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> <p>5. <u>Contingency Plan during project execution (measures to be implemented)</u></p> <p>Contingency Plan during project execution must cover mitigation actions in ensuring business continuity with regard to the following elements:</p> <ul style="list-style-type: none">• Maintain positive cash flow in the event of delays / challenges with invoice processing• Industrial actions,• Leave/absenteeism/ unethical conduct by cleaners(other than industrial actions).• Delays on delivery of material and/ equipment• Disaster management and surgent services/emergencies <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>	One activity of project plan	1	Two activities of project plan	2	Three activities of project plan	3	Four activities of project plan	4	Five activities of project plan	5	One element of contingency plan	1	Two elements of contingency plan	2	Three elements of contingency plan	3	Four elements of contingency plan	4	Five elements of contingency plan	5	<p><u>20</u></p> <p><u>20</u></p>
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One element of contingency plan	1																					
Two elements of contingency plan	2																					
Three elements of contingency plan	3																					
Four elements of contingency plan	4																					
Five elements of contingency plan	5																					

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

6.4 Stage two – Price and Specific Goals

6.4.1 The 80/20 or 90/10 preference points system will apply in the evaluation of submitted bid proposals

Price and Specific Goals	100 Points	100 Points
Price	80 points	90 points
Specific Goals	20 points	10 points

6.4.2 SASSA will consider a Regulation Gazette No. 54075 from the Department of Employment and Labour for National Minimum Wage Act No. 9 of 2018 as amended and commenced on the 01 March 2026. Bidder/s are required to comply with the regulated minimum hourly rate in Area C under Sectorial Determination 1 of Regulation Gazette No. 54075. **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**

6.4.3 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.

6.4.4 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 goals for the tender and points claimed		
SPECIFIC GOALS ALLOCATED POINTS	NUMBER OF POINTS (80/20 SYSTEM)	NUMBER OF POINTS (90/10 SYSTEM)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20	10
B-BBEE Status Level 3 – 4 contributor with at least 51% women ownership	18	9
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16	8
B-BBEE Status Level 1 - 2 contributor	14	7
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12	5
B-BBEE Status Level 3 - 4 contributor	8	3
B-BBEE Status Level 5 - 8 contributor	4	2
Others	0	0

- 6.4.5 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.
- 6.4.6 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) (Certification must not be older than 3 months). 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 valid documents 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.

7. BID AWARD, CONTRACT CONDITIONS AND ADMINISTRATION

- 7.1 The administration of the bid i.e. evaluation, adjudication and award shall be the sole responsibility of the SASSA Procurement Committees,
- 7.2 SASSA reserves the right to subject the successful bidder/s to security clearance process.
- 7.3 SASSA reserves the right to award the bid to one or more bidders.
- 7.4 SASSA shall award the bid in total for each Cluster.
- 7.5 The contract shall be concluded between SASSA and the successful bidder/s.
- 7.6 The contract's commencement and end date will be as set out in the award letter.
- 7.7 SASSA will enter into Service Level Agreements with the successful bidder/s.
- 7.8 Successful bidder/s will be expected to always comply with the contract conditions and safety regulations during operations.
- 7.9 Successful bidder/s will be encouraged to contribute to the local economic empowerment by appointing majority of the staff complement from local communities.
- 7.10 Communication will only be between SASSA and The Director/s of the successful bidder.
- 7.11 SASSA Project Manager shall be responsible for the processing of the annual price adjustments.
- 7.12 Successful bidder/s will be expected to advise SASSA- Project Manager in writing immediately when unforeseeable circumstances will adversely affect the execution of the contract and copy Supply Chain Management Unit of such circumstances as well as the period of delay must be furnished.

8. COMPULSORY BID OPERATIONAL COMPLIANCES

- 8.1 The successful bidder/s will be obligated to pay the cleaners in line with the Gazetted Sectoral Determination for Cleaners and failure to do so will lead to steps taken against the bidder for non-compliance.
- 8.2 The successful bidder will be obligated to register with all Department of Labour registered statutory bodies that govern the sector.

- 8.3 SASSA through the Project Manager reserves the right to periodically request proof of registration with such bodies.
- 8.4 SASSA through the Project Manager 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.
- 8.5 SASSA through the Project Manager reserves the right to seek proof of compliance with the gazetted sectorial wage determination for workers.
- 8.6 Failure to produce the above within a SASSA prescribed time when requested will result in SASSA, unilaterally, serving a Notice of Intention to Cancel the contract.

9. **PROJECT EXECUTION PLAN CHECKLIST**

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 Project Manager, full-time Supervisor/s and Cleaners as set out on the detailed pricing schedule.			
Personnel for the Project	Response	Cluster 1	Cluster 4
Number of Project Manager/s as indicated in Annexure B for providing services Project Manager	Indicate the number	_____	_____
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	_____	_____
Price Structure	Indicate	Cluster 1	Cluster 4

<p>Compliance with regulatory legislation</p> <p>Have you attached the following documents?</p> <ul style="list-style-type: none"> • 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. • Do you comply with all applicable legislation to the Contract Cleaning Industry 	<p>Yes / No _____</p> <p>Yes / No _____</p> <p>Yes / No _____</p> <p>Yes / No _____</p>
<p>SBD Forms, BBBEE and Tax Status</p> <ul style="list-style-type: none"> ○ Did you complete all necessary SBD forms in line with the bid terms of reference? ○ 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) 	<p>Yes / No _____</p> <p>Yes / No _____</p> <p>Yes / No _____</p>

10. GENERAL CLEANING EQUIPMENT REQUIREMENTS

10.1 Industrial Heavy duty carpet cleaner (wet and dry).

10.1.1 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.**

10.2 Disc stripping machine.

10.3 Mop trolleys with steel handle and pressing mechanism (each with a mop).

- 10.4 Warning signs.
- 10.5 Sanitary equipment must comply with the National Environment Management: Waste act (Act 59 of 2008).
- 10.6 And all other necessary equipment as listed in **Annexure “B” - Pricing Schedule**

11. GENERAL CLEANING UNIFORM REQUIREMENTS:

- 11.1 Every cleaner must be clothed in full uniform, and name tags always showing the name of cleaner and of the company.
- 11.2 Relievers must be provided with uniforms the same day they commence with duty.
- 11.3 The successful bidder/s will be expected to complete uniform provision and distribution to all cleaners within 90 days of contract commencement i.e. full uniform per cleaner. Failure to do so will result in penalties being imposed.
- 11.4 Strict adherence to the color-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 and pause areas.

11.5 Uniform Standards:

Item	Quantity per cleaner/ supervisor	Quality
Name tag	1x	To reflect Company's details and cleaner's details
Skirts	2x	170g 100% polyester, classic pencil styling
Trouser	2x	185g 100% polyester, Turn-ups, two fronts and back pockets
Shirts	4x	110g Poly Cotton Shirting fabric
Socks	6x	Double cushion comfort sole
Shoes	1x	Safety Shoes: Black slip-resistance
Jersey	1x	100% Acrylic, 10 Gauge needle knit.

12. PROJECT MONITORING

12.1 Meetings:

12.1.1 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.
- Project progress review meetings to be held on a monthly or quarterly basis.
- Site service and compliance monitoring, on weekly basis.

12.2 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, pest control and gardening services:

- The successful bidder/s may be requested to urgently provide such 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 successful bidder/s.

13. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER/S

13.1 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 Supply Chain Management Policy 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 Supply Chain Management Policy. Reasons for that decision will be authorised by the delegated authority.

14. BID PRICING AND ADJUSTMENTS

- 14.1 All 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.
- 14.2 **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**
- 14.3 **Proof of registration as VAT vendor with SARS must be submitted to SASSA's Project Manager within 21 working days of award. Failure to register and provide Project Manager will invalidate the award and the contract.**
- 14.4 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 Labor cost adjustments.
- 14.5 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.
- 14.6 The bidder will be informed, in writing, when the CPI adjustment is made to enable adjustments of next month's invoices.
- 14.7 Labor rates will escalate on an annual basis as per the sectorial determination as Gazetted yearly by the Minister of Employment and Labor.
- 14.8 Overheads will escalate yearly as per the CPI % is issued by Statistics South Africa.

15. TESTING AND TEST REPORTS

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

- 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. The certificate should reflect that products meet SABS and any other bid requirements.
- In the event of the bidder not being a manufacturer, the bidder must obtain such certificate from the relevant manufacturer.

16. RESPONSE FIELDS:

16.1 In order to evaluate, adjudicate and award bids effectively, it is imperative that bidders submit responsive bids. A bid will be regarded as responsive if:

- It complies with all conditions pertaining to this bid.
- All the unprotected mandatory response fields shaded grey starting from the Cover Page sheet and item questionnaires for individual items specified are completed.

16.2 **Non-compliance with the bid requirements will invalidate the bid.**

17. PROJECT CO-ORDINATION ARRANGEMENTS

17.1 The Facilities Management and Auxiliary Support Services Unit, based at SASSA Regional Office, shall be responsible for the coordination of this project.

17.2 The physical address of the coordinating office is as follows:

**South African Social Security Agency
BKB Building
8 Merino Road
Quigney
East London
5201**

18. 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 to in writing. All enquiries received will be made available to bidders who attended the briefing session. Bidders will be given up until **(6 May 2026)** 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	Mr S. Balele Ms V Nabo	Mr T. Tyaliti
Contact no.	043- 707 6417 041 - 404 9709	043-707 6328
E-mail	tenderqueriesec@sassa.gov.za	tenderqueriesec@sassa.gov.za

19. VALIDITY PERIOD OF BID

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

20. COMMENCEMENT AND DURATION OF THE CONTRACT

- The project/s will commence after signing the contract. The successful bidder/s will be expected to install, on a once-off basis, some equipment as tabulated in Annexure B, provide cleaning, sanitation, car wash, fumigation and pest control services for a period of thirty-six (36) months.
- A contract expiry notice will be issued to the successful bidder/s three (3) months prior to the end of contract.
- An option of extending the contract for a period less/ more but not exceeding twelve (12) months may be considered.
- In the event of non-performance, and/or unforeseen circumstances, a contract may be terminated before contract expiry date with a three (3) months' notice issued to the Bidder.
- The contract may be cancelled on mutual agreement by both parties – SASSA and the successful bidder

21. BRIEFING SESSION- COMPULSORY

- Bidders are encouraged to ensure that they arrive at the venue on/ before the advertised briefing session start time.
- The briefing session provides bidders with the opportunity to receive clarity on 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 4.
- Bidders are not allowed to register more than one company name on the attendance register unless directorship for both companies can be proven on the spot during the briefing.
- Bidders must ensure the attendance briefing certificate is duly signed and stamped by SASSA nominated representative at a briefing session venue.

A compulsory briefing session will be held for the following two (2) clusters as follows: Cluster 1 & 4: Regional Office, Amathole and Local Offices & Nelson Mandela Metro Local Offices, Sarah Baartman District and Local Offices

Date	Venue	Time
24 April 2026	SASSA Regional Office, Second Floor Boardroom, Cnr Merino & Fitzpatrick Road Quigney East London	10:00

22. CLOSING OF BIDS

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

Date: 13 May 2026

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,
CONR FITZPATRICK & MERINO ROAD
QUIGNEY
EAST LONDON
5201**

PART A – OFFICE CLEANING SERVICES REQUIREMENTS

STANDARD CLEANING ACTIVITIES

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 and when required
	Machine polish	when necessary
Stone Floors (ceramic tiles) or Interlock Rubber Tiles	Sweep	Daily and when required
	Damp Mop	Daily and when required
	Machine Buff	When Necessary
	Machine scrub	When Necessary
Rugs and Carpeting	Vacuum clean thoroughly: <ul style="list-style-type: none">• Heavy traffic areas• medium traffic areas• light traffic areas.	Daily and when required
2. DUSTING		
	Dust all surface (low level).	Daily and when required
	Dust all high ledges and fittings	Weekly
	Dust all surfaces (wall, cabinet, etc.)	Daily and when required
	Dust all window ledges.	Daily
	Dust all telephones	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
	Wipes clean the waste bins under the workstations	Daily (morning, after tea and lunch breaks and before end of business)

Item	Activity / Area	Frequency
4. WALLS AND PAINTWORK		
	Spot clean all low surfaces, i.e. glass, walls, doors and light switches.	Daily and when required
5. GLASS AND METAL WORK		
	Clean glass doors.	Daily and when required
	Clean metal door handles	Daily and when required
6. ENTRANCE AND RECEPTION		
	Sweep entrance stairs and entrance	Daily (random spot checks)
	Clean doormats and walls	Daily and when required
	Damp mop stairs	Daily
7. TOILETS AND REST ROOMS		
Normal usage toilets and rest rooms		
	Provide wall mounted Toilet brush with holder for each toilet cubicle	Once off installation and when required.
	Clean normal usage toilets	Daily (every 30-minute interval)
	Damp mop floors with disinfectants	Daily (every 30-minute interval)
	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 (every 30-minute interval)
	Clean all metal fittings	Daily (every 30-minute interval)
	Spot clean walls, doors, partitions and lockers where applicable	Daily (every 30-minute interval)
	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)

Item	Activity / Area	Frequency
	Clean Fire Escape Area	Weekly
10. WINDOW CLEANING		
	Clean partition glass	Daily
	Cleaning of window seals	Daily
	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		
12. 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
	Clean and sweep the courtyard at the front of the building.	Daily
13. STOREROOMS		
	Scrub the floor	Twice a month and when required
	Dust all areas	
	Remove all unwanted papers and other items	
14. REFUSE AREA		
	Operate compactor	Daily and when required
	Maintain compactor / refuse area in a clean and hygienic condition	Daily and when required
	Sweep and keep the refuse area tidy	Daily
15. 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 (morning, after tea and lunch breaks, and before end of business)
	Damp wipe furniture.	Daily (morning, after tea and lunch breaks, and before end of business)
	Empty and clean receptacles	Twice a day (morning, after tea and lunch breaks, and before end of business)
	Collect dirty dishes and wash them in the kitchen.	Daily (morning, after tea and lunch breaks, and before end of business or when required)

Item	Activity / Area	Frequency
16. KITCHEN		
	Maintain and clean floors (inside and outside).	Daily
	Wash the dishes in the kitchen	Daily (morning, after tea and lunch breaks, and before end of business) i.e 4 times a day
	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 i.e 4 times a day
	Clean and re-fill water boilers	Daily and when required
17. BOARDROOMS		
	Maintain and clean floors.	Daily and when required
	Dust all boardroom tables and chairs.	Daily and when required
	Collect dirty dishes and wash them in the boardroom	Daily (Morning, after tea and lunch breaks, and before end of business and when required
18. OFFICES		
In addition to the standard cleaning activities for offices:		
	Collect dirty dishes and wash them in the kitchen	Daily (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 and when required
19. WATER COOLERS:		
	Clean and re-fill water coolers	Daily (3 times a day and when required)
	Clean and re-fill water bottles	Daily (3 times a day and when required)
	Disinfect water cooler buttons	Daily (4 times a day and when required)
20. MISCELLANEOUS		
	Polish desk and office furniture.	Weekly
	Wash vinyl covered furniture.	Monthly
	Vacuum cloth covered furniture.	Monthly
	Removal of empty boxes	Daily and when required
21. DEEP CLEANING SERVICES		
	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)

Item	Activity / Area	Frequency
	Deep Cleaning of Couches	Bi Yearly (on weekends and public holidays)
	Deep clean and defrost fridges	
	Office deep cleaning also includes: <ul style="list-style-type: none">• Intensive office cleaning, high touch surfaces and hidden areas,• Moving office furniture and appliances, to clean behind and inside• Steam cleaning carpets, chairs and couches• Scrubbing of bathrooms and kitchen grout lines and washing walls• Dusting and disinfecting all surfaces• Deep cleaning of appliances such as defrosting of fridges• Deep cleaning of normal toilets• Cleaning of windows (reachable windows)	
22.SERVICE TIMES:		
<ul style="list-style-type: none">• Total of eight (8) service hours a day.• Day cleaning - Monday to Friday• Reporting flextime between 06h30 to 16h30 or as practical in the environment (eight hours a day).• Night cleaning is not allowed for security reasons• Weekends and Public Holidays are reserved for deep cleaning, fumigation and pest control		
23.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		
Sanitary Equipment and Consumables	Hand Soap Dispenser (Foam) and Refills in all toilets (staff & beneficiary)	30 min interval or /and when required
	Seat sanitizer dispenser (installation and maintenance)	Once and every 30 min interval or/and when required
	Electric hand dryers to be installed in all offices	Once
	Electric hand dryer maintenance	When required
	Sanitizer Drip Master or mats refill for all Urinals	Weekly and when required
	Auto Flush Units for Urinals maintenance; (Staff & beneficiary male toilets)	Weekly and when required

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 and medical waste) in all female toilets and in all buildings not having Baby Rooms	Weekly (by accredited service provider)
	Hand Towel Waste Bins and Removal Service	30 min interval or /and when required
	Toilet Paper holders' installation	Once
	Toilet Paper Refills (Toilet Paper Quality must comply with SANS 1887 Part 2 (2 Ply Toilet Paper))	30 min interval or /and when required
	Toilet brush holder installation and maintenance	Once (installation), 30 min interval or /and when required
Air-fresheners	Installation and service of digital air freshener (including batteries)	Monthly and when required
	Digital air freshener refills for all areas (including toilets)	Daily or /and when required
	Supply batteries for the digital air fresheners	Daily or /and when required
Nappy Bin with Lid Specification	<ul style="list-style-type: none"> • 16 Litre capacity • White colour • Plastic • Dimensions 23 x 23 x 49.5 cm • Weight 2.01 kg 	Once off and Daily maintenance.

Item	Activity / Area	Frequency
Auto Cut Hand Towel Paper Dispenser	<ul style="list-style-type: none"> Automatic mechanical cutting no levers and dials and cranks, dispenses flat measure pre- sheets. Suitable design for east integration in the washroom and compatible with the line of washroom accessories. Material Constructed from strong and durable ABS plastic. Lockable paper towel dispensers are tough and sturdy as well as being vandal resistant. Manually operated, cuts paper when paper is pulled down, requires no batteries or adjustments Able to suit multiply types of tissues easily hand paper towels. Maximum size 250mm x 90mm (Hand towel Quality must comply with SANS 1887 Part 2)	Once (installation) and when required
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 should 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.

1. Provide a complete car wash service within SASSA premises,
2. Service provider to ensure utilization of waterless car wash cleaning equipment in all offices, **especially for offices listed below where regular vehicles washing is not permitted inside SASSA premises:**
 - Amathole District Office (Cluster 1)
 - East London Local Office (Cluster 1)
 - King William's Town Local Office (Cluster 1)
 - Bethelsdorp Local Office (Cluster 4)
 - Sarah Baartman District Office (Cluster 4)
3. The complete car wash service includes the following:

- Wash the exterior part of the vehicle, including windows.
 - Wash the inside of the load with a solution containing 0.5% Sodium Hypochlorite.
 - Disinfect and wipe clean all doors, and window handles inside and outside including canopy handles with surface sanitizer with a minimum of 70% alcohol content.
 - Disinfect and wipe all armrests in the vehicle with the sanitizer surface.
 - Disinfect all gear shifters with Surface sanitizer and wipe clean.
 - Disinfect with Surface sanitizer and wipe clean all headrests.
 - Disinfect windowsills with Surface sanitizer.
 - Disinfect and sanitize petrol cap pads and handles.
 - Spray the entire steering wheel with Surface sanitizer, wipe clean.
 - Spray the dash area, air vents and cluster with Surface sanitizer, wipe clean.
 - Vacuum the driver and passenger seats.
 - Vacuum the floor mats in the driver and passengers' seats.
 - Vacuum and clean vehicle's boot space and load bin for bakkies.
 - Wash and polish car tyres.
4. The Bidder/s will be expected to develop a monitoring tool for services as a safekeeping measure for vehicles tools every time a vehicle is washed.

PART D – FUMIGATION AND PEST CONTROL SERVICES

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

PART E – GARDENING SERVICES

- Gardening Services will include grass cutting and yard weed control,
- The successful bidder/s will be expected to have grass cutting and de-weeding equipment,
- The successful bidder/s will be expected to ensure that no damage will be incurred when these services are rendered,

- The services will be rendered on a need basis, and the billing thereof will be claimed on an invoice as such
- The successful bidder/s will be expected to ensure that services rendered are confirmed by a SASSA delegated official at each office,
- Dimensions (square meters-m²) of areas requiring gardening services are provided on

ANNEXURE B: Pricing Schedule

- Offices that require gardening services are listed on the table below:

LIST OF OFFICES REQUIRING GARDENING SERVICES			
NO	CLUSTER 1	NO	CLUSTER 4
1	Peddie	1	Somerset East
2	Zwelitsha	2	Kareedouw
3	Mdantsane 1		
4	Dimbaza		
5	Fort Beaufort		
6	Middledrift		
7	Centane		
8	Ngqamakwe		
9	Willowvale		

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)	Contract period (indicate duration in months/years)	Nature of services Provided e.g.	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	1 year 4 months	Cleaning and sanitation	Zandile Ngishe 043 -707 6388	9 000 m ²	R 600 000.00

N.B: If the space is not enough to capture all current and past contracts. The bidder is advised to make copies of this page (**Annexure A**)

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: SASSA 01-26-FM-EC

BID FOR THE APPOINTMENT OF A SERVICE 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 4 (NELSON MANDELA METRO LOCAL OFFICES, SARAH BAARTMAN 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 SASSAs 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: SASSA 01-26-FM-EC

BID FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR OFFICE CLEANING, SANITATION, POOL CAR WASH, FUMIGATION, PEST CONTROL AND GARDENING 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 4 (NELSON MANDELA METRO LOCAL OFFICES, SARAH BAARTMAN 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 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: **24 APRIL 2026**

Time of Briefing: **10:00**

Venue of Briefing Session: Second Floor Boardroom, SASSA Regional Office

Name of the Bidding Company	Name of the Company Representative	Signature of the Company Representative
SASSA DATE STAMP	Name of SASSA Representative	Signature of SASSA Representative