

SASSA-12-20-CS-MP

INVITATION TO BID

PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION

A NON - COMPULSORY BRIEFING SESSION WILL BE HELD AS FOLLOWS:

DATE : 2020-09-09
TIME : 10:00
VENUE : SASSA MP REGION
18 FERREIRA STREET
NELSPRUIT

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

VENUE : SASSA MP REGION
18 FERREIRA STREET
NELSPRUIT

CLOSING DATE : 18-09-2020
TIME : 11:00

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

CONTACT : Mr Michael Mashiane
EMAIL : michaels@sassa.gov.za
TEL : (013) 754-9463

SUPPLY CHAIN ENQUIRIES CAN BE DIRECTED TO:

CONTACT : Phuti Molabe
EMAIL : PhutiM@sassa.gov.za
TEL : (013) 754-9445

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

South African Social Security Agency
Head Office

SASSA House • 501 Prodinsa Building Cnr Beatrix & Pretorius Street
Pretoria • Private Bag X55662 Arcadia • Pretoria 0083
Tel: +27 12 400 2000 •
www.sassa.gov.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN SOCIAL SECURITY AGENCY

BID NUMBER:	SASSA:12-20-CS-MP	CLOSING DATE: 2020-09-18	2020-09-18	CLOSING TIME	11:00
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DESCRIPTION CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT : **SASSA Mpumalanga Regional Office 18**

Ferreira Street, Nelspruit, 1200

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			
TCS PIN:			OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)			B-BBEE STATUS LEVEL SWORN AFFIDAVIT
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
NAME:			

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B.3 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SASSA MPUMALANGA	SASSA MPUMALANGA	
CONTACT PERSON	Phuti Molabe	CONTACT PERSON	Michael Mashiane
TELEPHONE NUMBER	(013) 754 9445	TELEPHONE NUMBER	(013) 754 9463
E-MAIL ADDRESS	PhutiM@sassa.gov.za	E-MAIL ADDRESS	michaels@sassa.gov.za

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

SBD 3.1

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

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

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

Name of bidder..... Bid number SASSA: 12-20-CS-MP

Closing Time: 11:00

DATE: 18-09-2020

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-	Required by:	.....
-	At:	.....
-	Brand and model	.....
-	Country of origin	.....
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	.....

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

***Delete if not applicable**

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or

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(e) Parliament.

*Shareholder means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with YES / NO

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the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

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4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) "B-BBEE" means broad-based black economic empowerment as defined in section

1 of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20

2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

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

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>

OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

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SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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Call 0800 60 10 11 / 0800 701 701

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

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10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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	Description	Full Time (Monthly Cost)	NUMBER OF STAFF													Total No. (Project Manager/C leaners)	Monthly Cost
			Mkangala DO	Emalahleni	Delmas	Siyabuswa	Emakhazeni	Verena	Themblisile	Tweefontein H	Steve Tshwete	Mhluzi	Mbokane	Mkoba	Mmamethlake	Marapyanane	
Supervisor	Basic Salary	R -															
	Provident Fund	R -															
	Family Responsibility Leave	R -															
	Sick leave	R -															
	SDL	R -															
	Leave	R -															
	COVIDA	R -															
	UIF	R -															
	NCCA	R -															
	Bonus	R -															
	Any Other Allowances	R -															
	Total monthly cost for Project Manager	R -	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1 R
Cleaners (Including Gardeners)	Basic Salary	R -															
	Provident Fund	R -															
	Family Responsibility Leave	R -															
	Sick leave	R -															
	SDL	R -															
	Leave	R -															
	COVIDA	R -															
	UIF	R -															
	NCCA	R -															
	Bonus	R -															
	Any Other Allowances	R -															
	Total monthly cost for Cleaners (Including Gardeners)	R -	2	2	1	3	1	1	2	1	2	1	1	2	2	1	22 R
Total Monthly Normal Labour Costs (PROJECT MANAGER/SUPERVISOR + CLEANERS)																	R -

1st Year TOTAL COSTS DISTRICT THREE (NORMAL LABOUR) [Total Monthly Cost X 12] R -

	Description	Full Time (Monthly Cost)	NUMBER OF STAFF													Total No. (Project Manager/C leaners)	Monthly Cost
			Mkangala DO	Emalahleni	Delmas	Siyabuswa	Emakhazeni	Verena	Themblisile	Tweefontein H	Steve Tshwete	Mhuzi	Mbibanane	Mkobola	Mmamethlake	Marapyanane	
Supervisor	Basic Salary	R -															
	Provident Fund	R -															
	Family Responsibility Leave	R -															
	Sick leave	R -															
	SDL	R -															
	Leave	R -															
	COVIDA	R -															
	UIF	R -															
	NCCA	R -															
	Bonus	R -															
	Any Other Allowances	R -															
	Total monthly cost for Project Manager	R -	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1 R -
Cleaners (Including Gardeners)	Basic Salary	R -															
	Provident Fund	R -															
	Family Responsibility Leave	R -															
	Sick leave	R -															
	SDL	R -															
	Leave	R -															
	COVIDA	R -															
	UIF	R -															
	NCCA	R -															
	Bonus	R -															
	Any Other Allowances	R -															
	Total monthly cost for Cleaners (Including Gardeners)	R -	2	2	1	3	1	1	2	1	2	1	1	2	2	1	22 R -
Total Monthly Normal Labour Costs (PROJECT MANAGER/SUPERVISOR + CLEANERS)																	
																	R -

1st Year TOTAL COSTS DISTRICT THREE (NORMAL LABOUR) [Total Monthly Cost X 12] R -

	Description	Full Time (Monthly Cost)	NUMBER OF STAFF													Total No. (Project Manager/C leaners)	Monthly Cost
			Mkangala DO	Emalahleni	Delmas	Stiyabuswa	Emakhazeni	Verena	Thembi'sile	Tweefontein H	Steve Tshwete	Mhluzi	Mbibanane	Mkobola	Mmamethlake	Marapyanane	
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	Sick leave	R -															
	SDL	R -															
	Leave	R -															
	COVIDA	R -															
	UIF	R -															
	NCCA	R -															
	Bonus	R -															
	Any Other Allowances	R -															
	Total monthly cost for Project Manager	R -	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1 R
Cleaners (Including Gardeners)	Basic Salary	R -															
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	Sick leave	R -															
	SDL	R -															
	Leave	R -															
	COVIDA	R -															
	UIF	R -															
	NCCA	R -															
	Bonus	R -															
	Any Other Allowances	R -															
	Total monthly cost for Cleaners (Including Gardeners)	R -	2	2	1	3	1	1	2	1	2	1	1	2	2	1	22 R
Total Monthly Normal Labour Costs (PROJECT MANAGER/SUPERVISOR + CLEANERS)			R -														

1st Year TOTAL COSTS DISTRICT THREE (NORMAL LABOUR) [Total Monthly Cost X 12] R -



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

**TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION
FOR SASSA MPUMALANGA REGION**

TC

SN

TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION.

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TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION.

1. OBJECTIVE

- 1.1 The main objective is to procure the cleaning and sanitation services for SASSA Mpumalanga Region for a period of three (3) years.
- 1.2 The appointed service provider(s) will be required to provide cleaning and sanitation services to SASSA Mpumalanga Region.

NB: Details on the square meters and floor plan for Mpumalanga Region are on **Annexure B1-B5**.

2. BACKGROUND

- 2.1 SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act no. 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act no. 13 of 2004). The Agency is mandated to ensure effective and efficient delivery of service of high quality with regard to the management and administration of social grants such that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well the integrity of the whole system.
- 2.2 According to Section 8 (1) of the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993), as amended, the Agency is required to provide as far as reasonably practicable, a working environment that is safe and without risk to the health of its employees.




TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION.

3. DEFINITIONS

- 3.1. BBBEE - Broad Based Black Economic Employment
- 3.2. CSD - Central Supplier Database
- 3.3. COIDA - Compensation of Injuries and Diseases Act
- 3.4. CV - Curriculum Vitae
- 3.5. EME - Exempted Micro Enterprise
- 3.6. M2 - Square Meters
- 3.7. NCCA - National Contract Cleaners Association
- 3.8. SABS - South African Bureau of Standards
- 3.9. SANAS - South African National Accreditation System
- 3.10. SASSA - South African Social Security Agency
- 3.11. SBD - Standard Bidding Documents
- 3.12. TOR - Terms of Reference
- 3.13. UIF - Unemployed Insurance Fund

TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION.

4. NON-COMPULSORY INFORMATION / BRIEFING SESSION

4.1. There will be a non- compulsory virtual information / briefing session, as per SASSA's invitation to bid.

5. SCOPE OF WORK ON CLEANING AND SANITATION SERVICES

5.1. PART A – Office Cleaning Services Requirements

STANDARD CLEANING ACTIVITIES FLOOR MAINTENANCE:

RESILIENT FLOORS (VINYL):

- o Sweep or damp mop.
- o Machine burnish.
- o Sanitizing/Disinfecting

Daily
When required
Three times a day

STONE FLOORS (CERAMIC TILES):

- o Sweep.
- o Damp Mop.
- o Machine Buff.
- o Machine scrub.
- o Sanitizing/Disinfecting

Daily
Daily
Quarterly
Quarterly
Three times a day

RUGS AND CARPETING:

- o Vacuum clean thoroughly:
 - heavy traffic areas.
 - medium traffic areas.
 - light traffic areas.

Once a week
Once a week
Once a week

   TC SN

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DUSTING:

- o Dust all surface (low level). Daily
- o Dust all high ledges and fittings. Weekly
- o Dust all surfaces (wall, cabinet, etc.) Weekly
- o Dust all window ledges. Daily
- o Dust/Clean and disinfect telephones. Three times a day.

WASTE DISPOSAL:

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

WALLS AND PAINTWORK:





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

GLASS AND METAL WORK:

- o Spot clean glass doors. Daily

ENTRANCE AND RECEPTION:

- o Sweep/Clean entrance steps and reception area Daily
- o Clean doormats Daily

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PATIOS AND COURTYARD.

- o Sweep/Clean Patios Weekly
- o Sweep/Clean Courtyard Weekly

TOILETS AND REST ROOMS:

Normal usage toilets and rest rooms


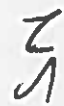
- o Maintain floors according to types. Daily
- o Damp mop floors with disinfectant. Four times a day
- o Empty and clean all waste receptacles. Daily
- o Empty and clean sanitary bins. Weekly
- o Empty and clean nappy bins Daily
- o Clean and sanitize all bowls, basins, urinals, showers and baths (where applicable). Four times a day.
- o Clean all mirrors. Daily
- o Clean and sanitize all metal fittings. Four times a day
- o Spot clean walls, doors, partitions and lockers where applicable. Daily
- o Replenish consumables i.e. toilets papers, soap and towel cabinets. As and when required.
- o Deep clean normal usage toilets Quarterly

LIFTS AND LIFT FOYERS:

- o Completely clean interior of all lifts including indicator boards. Four times a day
- o Clean lift door tracks. Daily

STAIRCASES:

- o Dust and sanitize handrails and fittings. Daily

TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION.

- o Maintain landings, treads and risers according to finish.
- o Clean fire escape (Staircase)

Daily
Weekly

WINDOW CLEANING:

- o Clean interior and faces of all accessible windows.
- o Clean partition glass.

Quarterly (only on weekends)

Weekly

BLINDS:

- o Wipe Using the blind cleaner

Weekly

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

PARKING:

- o Pick up litter and remove to agreed area.
- o Sweep.

Daily
Weekly

STOREROOMS:

- o Scrub the floor.
- o Dust all areas

Quarterly and when required
Monthly and when required

WALKWAY/BUILDING SURROUNDINGS:

- o Pick up and remove litter to agreed area.
- o Sweep the area

Daily
Weekly



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REFUSE AREA:

- o Sweep and keep the refuse area tidy

Daily

DINING AREA:

- o Maintain and clean floors according to type.
- o Dust all vertical and horizontal surfaces to a height of 2.5m.
- o Damp wipe furniture.
- o Empty and clean receptacles.
- o Collect dirty dishes and wash them in the kitchen.

Daily

Daily

Daily/As and when required
Twice a day
As and when required

KITCHEN:

- o Maintain and clean floors
- o Wash all the dishes in the kitchen including Lunch boxes in the kitchen.
- o Clean the fridges.
- o Clean the microwaves.
- o Clean and re-fill water boilers.

Twice a day.

Four times a day and when required

Monthly and when required

Daily

Daily

BOARDROOMS:

- o Maintain and clean floors/chairs and tables
- o Sanitize floors, tables and chairs
- o Dust all boardroom tables and chairs.
- o Collect dirty dishes and wash them in the kitchen

Daily/ As and when required
Daily/ As and when required
As and when required
As and when required

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WATER COOLERS:

- o Clean/Sanitize and re-fill water coolers Daily
- ## VEHICLE CLEANING

VEHICLE CLEANING ACTIVITIES		FREQUENCY	
	VEHICLES (46 Bakkies and 87 Sedans)	MOBILE TRUCKS (x 5)	
INTERIOR (VEHICLES AND TRUCKS)			
Remove all waste from the vehicle	Once a week/As and when required	Twice a month	
Using an electrostatic dust cloth clean the dash, doors, vinyl surfaces, and plastic trim. Wipe them with an all-purpose cleaner and buff it up.			
Vacuum clean the trunk/boot, mats, the seats, and the floor carpeting.			
Clean the windows and windshield interiors using a microfiber cloth and window cleaner so it doesn't streak.			
Disinfect/Sanitise a vehicle before use.			
EXTERIOR (VEHICLES AND TRUCKS)			
Spray the vehicle/trucks to remove dirt.			

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[Signature]

TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION.

Clean/Wash and wax the exterior in a shady area to avoid streaks.	Once a week	Twice a month
Wash and polish the tyres		
INTERIOR (TRUCKS ONLY)		
✓ Clean all the equipment inside the truck.		Twice a month/ and as when required

GARDENING SERVICES

GARDENING SERVICE TASK DESCRIPTION	FREQUENCY	
	SUMMER	WINTER
Landscaping/digging where necessary	Once -Off	Once -Off
Pruning of all ornamental plants	Once in a month	Once in a month
Mowing and edging of lawns	Twice in a month	Once in a month
Insect and disease control	Once in a month	Once in a month
Weed control in the garden and pavement (chemical or hand weeding)	Twice in a month	Once in a month

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Fertilization of lawn and flower beds.	Once in a year	Once in a year
Trimming / pruning of trees and/or shrubs.	Quarterly	Quarterly
Regular yard clean-up	Daily	Daily

**NB: See details of all activities in Annexure B1-B4.
SERVICE TIMES:**

- Day cleaning - Monday to Friday from 06h30 to 15h00.
- Night cleaning is not allowed.

MISCELLANEOUS:

- Polish desk and office furniture.
- Wash vinyl covered furniture.
- Vacuum cloth covered furniture.
- Removal of empty boxes

Fortnightly
Monthly
Monthly
When required

QUARTERLY CLEANING EXERCISES

- Carpet cleaning (deep cleaning)
- Deep cleaning of stairs
- Clean interior and exterior part of windows
- Deep cleaning of fabric chairs (1712)
(Number may increase or decrease)
- Pest Control (Fumigation)
(Follow up exercise after 6 weeks)
- Deep clean/stripping, offices, toilets, foyers, kitchen floors and pause/dining areas.
(Clean, wash and machine scrub)

Quarterly (only on weekends)
Semester
Quarterly (only on weekends)
Quarterly (only on weekends)
Quarterly (only on weekends)
Quarterly (only on weekends)
Quarterly (only on weekends)

TC SN

TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION.

- o Disinfection /Sanitisation of Offices and Vehicles: Quarterly /As and when required.

EXCLUDED AREAS:

- o Electrical and mechanical plant rooms.

5.2. PART B – SANITARY EQUIPMENT & CONSUMABLES REQUIREMENTS

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

- Toilet Paper Holders and Refills;
Toilet Paper Quality must comply with SANS 1887 Part 2
- Sensor & Battery Operated Hand Towels Holders and Refills
Hand Towel Quality must comply with SANS 1887 Part 2
- Sensor & Battery Operated Foam Seat Spray Dispensers (Foam) and Refills;
- Sanitizer Drip Master for Urinals and Refills;
- Sensor & Battery Operated Sanitary Waste Bins (Provide sanitary bag)
- Sensor & Battery Operated Hand Soap Dispenser (Foam) and Refills;
- Foot Operated Hand Sanitiser Dispenser
- Hand Towel Waste Bins
- Auto Flush Units for Urinals (Battery Operated);
- Air Freshener Dispensers (Digital & Battery Operated) and Refills.
- Baby changing Facilities (Changing table, sanitizing wipes and nappy bin)

NB: Equipment provided must be functional at all times.

5.2.2. The service provider must supply and deliver the following consumables:

- Dishwashing liquid,
- Multi-surface cleaner,
- Bleach, dishwashing cloths,
- Scourers and

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TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION.

- Refuse bags for kitchens, bathrooms and offices.

NB: See more details on Annexure C1-G2

5.3. PART C - GENERAL CLEANING EQUIPMENT REQUIRED

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

Specifications for the Industrial Vacuum Cleaners

- Wet and dry vacuum cleaner with max power – 2400 (w);
- Sound level - very low;
- Wet and dry nozzle – 360mm.

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

- 5.3.3. Disc stripping machine;
- 5.3.4. Mop trolleys;
- 5.3.5. Carpet blowers for drying the carpet during the carpet cleaning exercise;
- 5.3.6. And all other necessary equipment.

5.4. Specifications for the Baby Changing Facilities

5.4.1. Changing Table

- Wall mounted horizontally;
- Foldable design and compliant with safety standards;
- Large deep bed with adjustable safety belt;
- Dimensions when open (86.2 X 55.7 x 48.3cm);
- Dimensions when closed (86.2 X 12.0 X 55.7cm);
- Weight 11 kg;

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TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION.

- Sanitizing wipes.

5.4.2. Nappy Bin

- 16 Litre Capacity;
- White colour;
- Plastic;
- Dimensions 23 X 23 X 49.5cm;
- Weight 2.01 kg;
- Refill packs.

5.4.3. Every worker must have the following equipment and consumables:

- Latex (Household) gloves;
- Broom;
- Mop trolley;
- Scrubbing brushes;
- Buckets;
- Steel wool;
- Furniture polish;
- Floor Polish
- Multipurpose cleaner;
- Toilet cleaner;
- Disinfectant soap;
- Dusters;
- Scourers;
- Micro fibre blind cleaner;
- And all other necessary cleaning material;
- Wash and wax car shampoo;
- Tyre polish;
- Dish wash cloth.

TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION.

NB: See more details on Annexure C1-G2

6. KEY ASPECTS OF THE BID PROPOSAL

6.1. It is compulsory for all bid proposals submitted to cover the following:

- 6.1.1. Tax Compliance Status Pin;
- 6.1.2. Central Supplier Database Report (CSD);
- 6.1.3. Certified copies (Proof of registration with UIF and COIDA);
- 6.1.4. Supply Chain Management Bid Documents (SBD) Forms.
 - SBD 1 (Invitation to Bid)
 - SBD 3.1 (Pricing Schedule-Firm Price)
 - SBD 4 (Declaration of interest)
 - SBD 6.1 (In terms of PPR 2017)
 - SBD 8 (Declaration of bidders past SCM practices)
 - SBD 9 (Certificate of Independent Bid Determination).

6.1.5. The bidder must initial every page of the bid proposal.

6.1.6. Profile of the company outlining number of years of experience as a cleaning company (experience to be considered, for the purpose of this bid, is in relation to the provision of Cleaning and Sanitation Services only); (Refer to the Evaluation Criteria and Special Conditions).

6.1.7. Original, dated and signed letters from the bidder's clients (signature date must not be older than 3 months) with the following information:

- Name of the client/organisation;
- Contract period;
- Name and contact details of Cleaning and Sanitation Contract Manager;
- Specify services provided (Cleaning and Sanitation, etc.);
- Square meters of office space.
- Reason for termination.
- Award Letter (To be attached)

6.1.8. List of current and recent cleaning contracts must be captured/listed in the provided table which is entitled Table of Experience (Annexure A).

TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION.

- 6.1.9. The Project Manager and Supervisor must have a minimum three (3) years of current and recent experience in the cleaning services industry. (Curriculum Vitae (CV's) with at least minimum of three (3) contactable references).
- 6.1.10. Proof of registration in accordance with all statutory requirements of the contract cleaning industry. The following must be submitted.
- 6.1.10.1. Proof of registration with the National Contract Cleaning Association (NCCA).
- 6.1.11. Number of staff members to be dedicated to the project as required in the Terms of Reference (this should be clearly defined in Annexure B – Price Structure Template:
- Project Manager;
 - Supervisor;
 - Staff members (Cleaners).
- 6.1.12. In an instance that the service provider employs cleaners who are not experienced or trained, indicate training programmes that will be provided to staff for the operation of the equipment, usage of chemicals and precautions taken in terms of the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993). A training plan covering the duration of the contract must be attached to the bid proposal.
- 6.1.13. Internal Occupational Health and Safety Policy of the bidder and the plan for this project must be attached to the bid proposal.
- 6.1.14. A contingency plan to be implemented during industrial actions, when staff members are absent and also when the service provider's staff members working in Mpumalanga Region are on leave etc., must be attached to the bid proposal.
- 6.1.15. List of chemicals and equipment to be used for general cleaning services must be provided. Sanitary equipment and chemicals to be used must also be clearly listed. Also confirm in writing that only SABS approved cleaning equipment and material will be used in SASSA premises.
- 6.1.16. SABS certificates from the bidder's cleaning detergents suppliers certifying compliance to SABS.
- 6.1.17. Project Implementation Plan and Schedule. This should outline how the Cleaning and Sanitation Services will be provided according to the Terms of Reference.

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TERMS OF REFERENCE FOR THE PROVISION OF CLEANING AND SANITATION FOR SASSA MPUMALANGA REGION.

6.1.18. The successful bidder will be required to sign a Cleaning & Sanitation Monitoring Tool with penalties which will be part of the Service Level Agreement that will be used to evaluate service for the entire duration of the contract (**The Performance Tool is attached as Annexure E**).

6.1.19. Price Structure – price proposals must strictly be prepared in line with **Annexure C – Price Structure Template**. Failure to comply with this requirement shall invalidate the bid.

6.1.20. Valid Public Liability Insurance confirmation/proof.

7. RESPONSIBILITIES

7.1. The Service Provider shall:

7.1.1. Ensure that every worker is clothed in full uniform and name tag depicting the name of the cleaner.

7.1.2. Conduct business in a courteous and professional manner.

7.1.3. Provide the necessary documentation as requested prior to the awarding of the contract.

7.1.4. Comply with all relevant employment legislation and applicable bargaining council agreement, including UIF, etc.

7.1.5. Manage the internal disputes among his/her staff such that SASSA is not affected by those disputes.

7.1.6. Ensure that at least 60% of cleaning staff compliment has 1 (one) year of cleaning experience in an office environment.

7.1.7. Ensure that all staff working under this contract are in good health and pose no risk to any SASSA employees.

7.1.8. Comply with all SASSA policies, procedures and regulations.

7.1.9. Not make use of fire hose reels or other fire extinguishers in offices for the purpose of executing project activities.

7.1.10. Not use equipment, utensils or chemicals that may damage fittings, persons or any other contents in offices.

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- 7.1.11. Not use any poisonous or highly inflammable substances without the written consent of SASSA.
- 7.1.12. Ensure that all work performed and all equipment used on site are in compliance with the Occupational Health and Safety Act, 1983 (Act no. 85 of 1993) and any regulations promulgated in terms of this Act and the standard Instructions of SASSA.
- 7.1.13. Maintain cleaning equipment in good order so as to comply with the SASSA's Occupational Health and Safety Standards (a copy will be available on request).
- 7.1.14. Re-fill, empty, and clean machines and equipment only at such places as indicated/designated.
- 7.1.15. Ensure that SASSA is informed of any removal and replacement of staff.
- 7.1.16. The project manager of the appointed cleaning company must attend the following meetings organized by SASSA:
- Ad-hoc meetings organized as and when necessary;
 - Progress review meetings to be held on a monthly basis;
 - Site service and compliance monitoring on a weekly basis;
 - Attend any other emergency meetings.
- 7.1.17. The supervisor must draw up timetables, work schedules and monitor adherence on a daily basis,
- 7.1.18. The supervisor will be expected to rotate staff allocations between the bathrooms and floors/sites accordingly.
- 7.1.19. **Disaster Management, Urgent Services & Emergencies:** In the event of flooding or any other incident, which may occur requiring Cleaning and Sanitation Services which are not specified in this bid document, the service may be undertaken by the appointed service provider, in line with the applicable SCM Procedures as and when required, including weekends and or public holidays.
- 7.2. **SASSA shall:**
- 7.2.1. Manage the contract in a professional manner.
- 7.2.2. Monitor the service provider if he/she pays the cleaners in line with the Sectorial Determination 1: Contract Cleaning Sector and take steps against the service provider if there is non-compliance.

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

8. OTHER CONDITIONS OF THE BID

- 8.1. The General Conditions of Contract from National Treasury will apply for this bid.
- 8.2. When completing the tender document, the bidder must not deviate from detailed specifications provided unless allowed to do so by the Agency in writing.
- 8.3. **The Bidder/s is further advised to:**
 - 8.3.1. Examine all specifications prior to submitting proposals.
 - 8.3.2. Acquaint themselves with the geographical extent of the offices.
 - 8.3.3. Assess the extent and nature of the requirements.
- 8.4. No claim on the grounds of lack of knowledge in respect of the aforementioned will be considered.

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- 8.5. All information and documents must be regarded as confidential and may not be used for any purpose other than for the one intended without a written consent of the Agency.
- 8.6. The successful bidder/s is/are entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of SASSA.
- 8.7. Bids submitted must be in line with the attached annexures/specifications (failure to bid accordingly will result in disqualification of the bid).
- 8.8. SASSA reserves the right to award the tender to one or more bidder/s.
- 8.9. SASSA reserves the right to cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred bidders have been notified of their status as such.
- 8.10. All bid prices accepted from the successful bidder/s will remain fixed and firm.
- 8.11. The Agency reserves the right to refer chemicals/detergents for testing to ensure that all specifications have been met.
- 8.12. SASSA will not be held liable for any expenses incurred by bidder/s during this bidding process.
- 8.13. Bids containing misrepresentation of any facts will upon discovery be immediately disqualified. SASSA reserves the right to cancel the contract of the winning bidder/s if this misrepresentation is discovered.
- 8.14. Bidders shall be notified of the decision of the Bid Adjudication Committee within 90 days of the closing of the Bid.
- 8.15. The contract shall be concluded between SASSA and the successful bidder/s.
- 8.16. The appointment of the successful bidder is subject to the conclusion of a Service Level Agreement (SLA) between SASSA and the successful bidder, governing all rights and obligations related to the required services.
- 8.17. SASSA reserves the right to invite bidder(s) to make a presentation on their proposals to the Bid Evaluation Panel.
- 8.18. Bidder/s must provide referral letters from past completed projects.
- 8.19. The briefing session is non-compulsory.



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- 8.20. SASSA shall pay within thirty days after receipt of valid invoice.
- 8.21. Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended or withdrawn after its date of submission.
- 8.22. SASSA may, for any reason and at any time during the selection process, request any bidder to supply further information and/ or documentation.
- 8.23. After careful consideration and thorough examination of the proposals, SASSA shall select the successful bidder whose proposal most closely satisfies the criteria and the requirements. The cheapest price offered will not necessarily be a decisive factor in choosing between proposals.
- 8.24. The successful bidder will be published in the tender bulletin.
- 8.25. The agency reserves the right to reject a product/s which the agency deems to be below acceptable quality or standard.
- 8.26. Joint ventures are eligible to submit bids provided that:
- 8.26.1. This will only be considered to be valid if there is proof of agreement signed by all parties involved.
- 8.26.2. Submission of applicable: Resolution by the Legal Entity, or consortium / joint venture, authorizing a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
- 8.27. In the case of joint venture arrangement, the Agency (SASSA) will enter into a single contract with the principal bidder.
- 8.28. SASSA has a right to reject any equipment, utensils or chemicals that are detrimental to its property and staff.
- 8.29. For security reasons, SASSA reserves the right to screen all persons working under this contract.

9. CONTRACT ADMINISTRATION

- 9.1. Successful bidder/s must advise the Supply Chain Management Unit immediately when unforeseeable circumstances will adversely affect the execution of the contract (full particulars of such circumstances as well as the period of delay must be furnished).

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- 9.2. The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

10. ADMINISTRATIVE COMPLIANCE

Administrative Compliance MANDATORY DOCUMENTATION <ul style="list-style-type: none">• Tax Compliance Status Pin• Proof of registration with Central Supplier Database.• SBD Forms<ul style="list-style-type: none">➢ SBD 1➢ SBD 3.1➢ SBD 4➢ SBD 6.1➢ SBD 8➢ SBD 9 <p>Bidders must submit certified copies of the following documents (certification must not be older than 3 months).</p> <ul style="list-style-type: none">• COIDA (Valid/Current Letter of Good Standing from Department of Labour)• UIF (Valid/Current Certificate of Compliance from the Department of Labour)• Profile of the company outlining number of years of experience as a cleaning company (experience to be considered, for the purpose of this bid, is in relation to the provision of Cleaning, Sanitation and Gardening Services);• CVs of the Project Managers and Supervisors with at least a minimum of three contactable references.• At least one (1) reference letter from the bidder's recent or current client/s confirming the square meters for office space:
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[Signature]
[Signature]

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Administrative Compliance

The letter must be original, dated and signed from the bidder's clients (signature date must not be older than 3 months) and should contain the following information:

- ✓ Name of the client/organisation;
 - ✓ Contract period;
 - ✓ Name and contact details of the contact person;
 - ✓ Specify services provided (Cleaning and Sanitation, etc.);
 - ✓ Square meters of office space
 - ✓ Reason for termination.
-
- Letter of registration to the National Contract Cleaners Association (NCCA) or any other Employers' Associations of the Contract Cleaning Sector.
 - Letter confirming that only SABS approved cleaning and sanitation equipment, material and other equipment shall be used to clean the building.
 - Valid Public Liability Insurance confirmation/proof
 - **Annexure A - TABLE OF EXPERIENCE**
 - **Annexure B - PROJECT IMPLEMENTATION PLAN**

NB: Failure to submit the above documents may invalidate the bid

11. EVALUATION OF THE BID

- 11.1. The bid will be evaluated in two stages.
- 11.2. The bid proposals shall be evaluated in accordance with the 80/20 principle.
- 11.3. The evaluation shall be conducted as follows:

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12. EVALUATION CRITERIA

This bid shall be evaluated in two stages. During the first stage bids will be evaluated on functionality whereas on second stage evaluation will be done in accordance with the 80/20 preference points system as stipulated below.

12.1. First Stage - Evaluation on Functionality

12.1.1. The evaluation of the bids on functionality will be conducted by the Bid Evaluation Committee in accordance with the functionality criteria and values set below.

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. ABILITY AND CAPABILITY	<p>1.1. Company experience in cleaning and sanitation industry indicating current and/or previous cleaning and sanitation contract/s.</p> <p>1.1.1. Number of months</p> <ul style="list-style-type: none"> • (24 - 71 Months) = 10 • (72 - 119 Months) = 15 • (120 - 191 Months) = 20 • (192 Months and above) = 30 	30

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	<p>1.2. Extent (size) of bidder's biggest current or past cleaning and sanitation project:</p> <p>1.2.1. Square Meters</p> <ul style="list-style-type: none"> • 0m² to 1 000 m² = 5 • 1 001m² to 5 000m² = 10 • 5 001m² to 15 000m² = 15 • 15 001m² to 30 000m² = 20 • 30 001m² and above = 30 	30
2. PROJECT EXECUTION METHODOLOGY	<p>2.1. Project Execution Methodology will be Allocated Points as Follows:-</p> <p>2.1.1. Pre- Project Implementation (5 Points)</p> <ul style="list-style-type: none"> ✓ Poor=1 ✓ Fair = 2 ✓ Good = 3 ✓ Very Good= 4 ✓ Excellent = 5 <p>2.1.2. Project Implementation Phase (15 Points).</p> <ul style="list-style-type: none"> ✓ Poor=1 ✓ Fair = 5 ✓ Good = 8 ✓ Very Good= 12 ✓ Excellent = 15 	40

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	<p>2.1.3. Organizational, Operational Planning and Control (with CV's of key personnel if applicable) (10 points)</p> <ul style="list-style-type: none"> ✓ Poor=1 ✓ Fair = 4 ✓ Good = 6 ✓ Very Good= 8 ✓ Excellent = 10 <p>2.1.4. Training and Skills Development Plan (5 Points)</p> <ul style="list-style-type: none"> ✓ Poor=1 ✓ Fair = 2 ✓ Good = 3 ✓ Very Good= 4 ✓ Excellent = 5 <p>2.1.5. Contingency Plan (5 Points)</p> <ul style="list-style-type: none"> ✓ Poor=1 ✓ Fair = 2 ✓ Good = 3 ✓ Very Good= 4 ✓ Excellent = 5 	
TOTAL SCORE		100

NB: Project execution methodology scoring shall be assessed and allocated points in terms of the following criterion:





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Rating	Description	Rating Score
Excellent	Outstanding project breakdown methodology, the methodology far exceeds the standard expected for the project.	5
Very Good	Project breakdown structure and methodology significantly above expectations, the methodology structure is significantly higher than the standard expected in the project.	4
Good	Project breakdown structure and methodology fully meets the standard expected in all areas of the project.	3
Fair	Project breakdown structure and methodology is below the standard required for the successful completion of the project i.e. not fully satisfactory.	2
Poor	Project breakdown structure and methodology does not meet the standard expected for the project or simple unacceptable.	1





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12.1.2. The Bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified. This means that such bids will not be subjected to further evaluation.

12.1.3. Second Stage : Price and B-BBEE Preference Points

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

Points awarded for B-BBEE Status Level of Contribution

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

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

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- Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or bidders who qualify as Exempted Micro Enterprise (EME's) sworn affidavit must be signed by the EME representative and attested by a commissioner of oaths.

NB: Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

13. SPECIAL CONDITIONS

NB. Any award made to bidder/s under this bid is conditional.

13.1. Amongst others, bidders are required to meet the following special conditions:

13.1.1. The bidder is required to have a minimum of two (02) years of recent or current company experience in the Cleaning and Sanitation Services industry, of providing Cleaning and Sanitation Services.

13.1.2. The Project Manager is required to have a minimum of two (02) years' recent and current experience in the Cleaning and Sanitation Services industry (**copy of CV to be provided**) and failure to comply with the requirement will immediately disqualify the bid.

13.1.3. The Supervisor is required to have a minimum of two (02) years' recent and current experience in the Cleaning and Sanitation Services industry (**copy of CV to be provided**) and failure to comply with the requirement will immediately disqualify the bid.

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

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

13.1.6. The successful bidder must sub-contract at a minimum of 30% (of the value of the contract) to (one or more) to an EME or QSE which is at least 51% owned by:

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- black people;
- black people who are youth;
- black people who are women;
- black people with disabilities;
- black people living in rural or under develop areas or townships;
- black people who are military veterans;
- A cooperative which is at least 51% owned by black people

13.1.7. The bidder must comply with the Sectoral Determination from the Labour Department with regard to employees' wages.

13.1.8. The bidders are required to submit their proposals using the two envelope system. Each envelope must be marked correctly and sealed separately for ease of reference during the evaluation process as follows:

- > Envelope 1 – Technical Proposal;
- > Envelope 2 – Pricing

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

14. PROJECT CO-ORDINATION ARRANGEMENTS

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

Mpumalanga Region
SASSA House
18 Ferreira Street
Nelspruit
1201

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15. PROJECT PERIOD

- 15.1. The project will commence a day after signing the contract. The service provider will be expected to provide Cleaning and Sanitation Services for a period of Three (3) years.

16. ENQUIRIES

Technical enquiries may be directed to:

Project Manager

- Name & Surname
- E-mail Address
- Contact

Mr Michael Mashiane
michaels@sassa.gov.za
(013) 754 9463


Supply Chain Management

- Name & Surname
- E-mail Address
- Contact

Phuti Molabe
PhutiM@sassa.gov.za
(013) 754 9445

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ANNEXURE A

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

TABLE OF EXPERIENCE

CURRENT AND RECENT CONTRACTS (CLIENT BASE)

A list of current and recent contracts of Cleaning and Sanitation Services provided in buildings, 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 correctly shall invalidate the bid.

Indicate all the current and recent contracts executed in the table below. ONLY those relevant to the Cleaning and Sanitation Services required in the bid specifications. Only the relevant experience shall be considered for bid evaluation purposes.

Name of client / organization where contract is being executed/was executed	Contract period (indicate start and end dates) e.g. 1 April 2011 to 31 March 2012	Nature of services provided (cleaning, sanitation)	Contact persons and telephone numbers of your client	Square Meters of Project Site	Total Cost of the Contract

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ANNEXURE B

PROJECT IMPLEMENTATION PLAN


NB: MUST BE COMPLETED BY ALL BIDDERS. FAILURE TO COMPLY WILL INVALIDATE THE BID. THE INFORMATION PROVIDED SHALL ALSO BE USED DURING THE EVALUATION PROCESS.

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

According to SASSA Requirements:

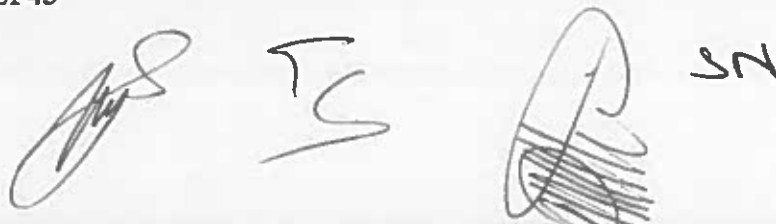
- Each floor/site must have a dedicated cleaner. The total number of cleaners required is (84).
- There must be full time Supervisors (5).
- There must be a Project Manager (Part time), however he/she must always be available as and when required to attend to contract related matters.

Personnel for the Project	Response
Project Manager available <ul style="list-style-type: none">• Part Time Manager	Yes / No _____
Supervisor available <ul style="list-style-type: none">• Full Time (offered for this service)	Yes / No _____
Number of cleaners offered for providing the service <ul style="list-style-type: none">• Full Time cleaners	Indicate the number _____
Training Indicate the training that will be provided as well as where and when training will be given <ul style="list-style-type: none">○ On duty Training○ Any other Training	 Specify training courses / programmes (categorize in line with bullets 1 & 2)
Equipment Equipment and chemicals to be used for cleaning services. Sanitary equipment and consumables must also be listed according to the bid specifications.	 List the equipment and chemicals which will be used (Attach a list)
Project Implementation Plan Did you attach a detailed Project Implementation Plan	Yes / No _____
MANDATORY DOCUMENTATION	

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<ul style="list-style-type: none"> • Tax Compliance Status Pin • Central Supplier Database (CSD) Report • SBD Forms <ul style="list-style-type: none"> ➤ SBD 1 ➤ SBD 3.1 ➤ SBD 4 ➤ SBD 6.1 ➤ SBD 8 ➤ SBD 9 <p>Bidders must submit certified copies of the following documents (certification must not be older than 3 months).</p> <ul style="list-style-type: none"> • COIDA (Valid/Current Letter of Good Standing from Department of Labour) • UIF (Valid/Current Certificate of Compliance from the Department of Labour) • Profile of the company outlining number of years of experience as a cleaning company (experience to be considered, for the purpose of this bid, is in relation to the provision of Cleaning and Sanitation Services); • CVs of the Project Manager and Supervisor with at least minimum of three contactable references. • One (1) Reference letter from the bidder's recent and current clients confirming the square meters for office space that they have previously cleaned and nature of services provided. • Original, dated and signed letter from the bidder's clients (signature date must not be older than 3 months) with the following information: <ul style="list-style-type: none"> ✓ Name of the client/organisation; ✓ Contract period; ✓ Name and contact details of Cleaning and Sanitation Contract Manager; ✓ Specify services provided (Cleaning and Sanitation, etc.); ✓ Square meters of office space building. ✓ Reason for termination. • Letter of registration to the National Contract Cleaners Association (NCCA) or any other Employers' Associations of the Contract Cleaning Sector. • Letter confirming that only SABS approved cleaning and sanitation equipment, material and equipment shall be used to clean the building. • Valid Public Liability Insurance confirmation/proof • Annexure A - TABLE OF EXPERIENCE • Annexure B - PROJECT IMPLEMENTATION PLAN 	
<ul style="list-style-type: none"> • Company's Policies and Plans in place, in relation to the service (e.g. Occupational Health & Safety) 	Yes/ No _____



Handwritten signatures and initials at the bottom of the page, including a large signature on the left, the letters 'TE' in the center, a signature with a circular flourish on the right, and the letters 'SN' further to the right.

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<p>Price Structure</p> <ul style="list-style-type: none"> ○ Is the bid price fixed for the duration of the contract? ○ Is your price structure in relation to staff costs in line with the Sectoral Determination 1: Contract Cleaning Sector? 	<p>Yes / No _____</p> <p>Yes / No _____</p> <p>If no, specify reasons</p> <p>_____</p> <p>_____</p> <p>_____</p>
<ul style="list-style-type: none"> ○ Did you complete all necessary SBD forms and in line with the Terms of Reference? 	<p>Yes / No _____</p>
<p>Compliance with labour legislation</p> <p>Do you comply with all applicable legislation to the Contract Cleaning Industry</p>	<p>Yes / No _____</p>



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ANNEXURE - C

PRICE STRUCTURE TEMPLATE

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

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

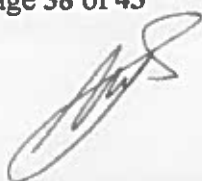
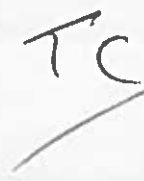


ONLY PRICE PROPOSALS SUBMITTED IN LINE WITH THIS TEMPLATE SHALL BE ACCEPTED

SASSA Mpumalanga region

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

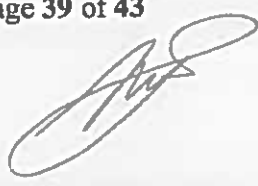



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Basic Salary	R.....	
Provident Fund	R.....	
Sick leave	R.....	
SDL	R.....	
Leave	R.....	
COIDA	R.....	
UIF	R.....	
CCA	R.....	
Bonus	R.....	
Any Other Allowances	R.....	
	Total monthly cost for Supervisor	
	R.....	
Cleaner (Indicate number of full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

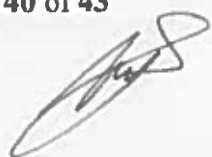
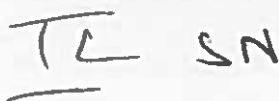






	R.....	
	Total cost for number of Cleaners offered per month	
	R.....	

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

<u>Saturday</u> Number of sessions (refer to Terms of Reference for overtime cleaning activities) Overtime x ½ <u>Sunday</u> Number of sessions (refer to Terms of Reference for overtime cleaning activities) Overtime Double			Cost for Supervisor per overtime session (Per day). R..... Total cost for all Supervisor's Saturday overtime sessions (Per day). R..... Cost for Supervisor per overtime session Per day). R..... Total cost for all Supervisor's Sunday overtime sessions (Per day). R.....	
OVERTIME COSTS FOR CLEANERS (In line with the Basic Conditions of Employment Act)				
<u>Saturday</u> Number of sessions (refer to Terms of Reference for overtime cleaning activities) Overtime x ½ <u>Sunday</u>			Cost per cleaner per overtime session. R..... Total cost per cleaner for all Saturday overtime sessions (Per day). R..... Cost per cleaner per overtime session (Per day).	

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

CLEANING MATERIAL AND SANITARY CONSUMABLES AND SANITARY EQUIPMENT (REFER TO PART A, B & C FOR SERVICES REQUIRED)	
Description of the cleaning chemicals/requisites (Attach a table reflecting individual units to be utilized per month and the cost of each unit)	Total Cost of units to be utilized per month R..... Total Cost p/month R.....
Description of sanitary consumables to be used and sanitary equipment to be installed	Cost p/unit x number of units R..... Total Cost p/month R.....
Pest Control & follow up exercise after 6 weeks	Cost p/quarter x square meters R..... x 4 quarters R.....
Deep Cleaning of Chairs	Cost p/chair p/term x number of chairs R..... x 4 terms (Quarterly) R.....
Deep Cleaning of Carpet	Cost p/quarter x square meters

TC

SN

	R..... x 4 terms (Quarterly) R.....
Deep Cleaning of Windows	Cost p/quarter x floor R..... x 4 terms (Quarterly) R.....
Deep Toilet & Foyer Cleaning	Cost p/quarter x floor R..... x 4 terms (Quarterly) R.....
Deep Cleaning of the Stairs	Cost per floor (stairs) area (300sqm) R..... As and when requested
Overheads	Total Cost p/month R.....
TOTAL COST	R.....
Total Bid Price (All Costs Included) ..	
Total Bid Price p/month: R.....	
Total Bid Price for the 1 st Year: R.....	
TOTAL BID PRICE FOR THE FIRST 12 MONTHS (1st Year) – to be carried over to the SBD 1 Form	
DISASTER MANAGEMENT & EMERGENCIES (In line with 7.1.19 : Bidder's Responsibilities)	
<p>N.B. For the services listed below, the service provider must only claim for the work done. The invoice must reflect this accordingly. Proof of request for emergency services must be attached to the main invoice for the affected months).</p> <p>*Other types of emergencies – The service provider will submit a quotation. Specify the cost per service as requested below</p>	
Pest & Control	Cost p/square meter R.....

TC SN

Deep Cleaning of Couches	Cost p/couch R.....
Deep Cleaning of Chairs	Cost p/chair R.....
Deep Cleaning of Carpet	Cost p/square meter R.....
Flooding	Cost p/square meter R.....
Deep Cleaning of Toilets	Cost p/square meter R.....
Deep Cleaning of Foyer	Cost p/square meter R.....
Washing of interior windows	Cost p/square meter R.....
Deep Cleaning of the Stairs	Cost per floor (stairs) area R..... Semester

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

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>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.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>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.</p>
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	<p>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).</p> <p>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.</p>

- 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.

Js General Conditions of Contract (revised July 2010)