

NOTIFICATION OF TENDER ADVERT

Bid Number:SASSA: 73-22-CS-WC

Bid Description: Appointment of service provider to render cleaning and hygiene services to South African Social Security Agency (SASSA) Western Cape Region for a period of 3 years (36 Months).

Name of Institution:South African Social Security Agency

Place where goods, works or services are required:

SASSA Western Cape 20th Floor, Golden Acre Building Adderley Street
Foreshore Cape Town

Date Published: 08 March 2023

Closing Date / Time: 31 March 2023@11:00am

Enquiries:

Contact Person:WC BUYER@sassa.gov.za

Email: WCBids@sassa.gov.za

Telephone number: N/A

FAX Number:

Where bid documents can be obtained:

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

<https://sassa.gov.za>

Physical Address:Where bids should be delivered:

Physical Address: SASSA Western Cape 20th Floor, Golden Acre Building
Adderley Street Foreshore Cape Town

Compulsory Briefing Session

1ST BRIEFING SESSION

Date:14 March 2023

Time:10:00 am Cape Town Local Office,Matador Centre, 62 Strand Street,Cape Town

2ND BRIEFING SESSION

Date 16 March 2023

Time : 10:00am, 4 Progress St, Dormehls Drift, George, 6530 Ground Floor

NB ALL ATTENDANTS MUST HAVE THEIR ID OR VALID FORM OF IDENTITY WITH THEM (VENUE WILL BE CLOSED 15 MIN AFTER 10:00)



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 73-22-CS-WC	CLOSING DATE:	31/03/2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES TO SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) WESTERN CAPE REGION FOR A PERIOD OF THIRTY SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA WESTERN CAPE, 20 th Floor					
Golden Acre Building 9					
ADDERLEY STREET , FORESHORE CAPETOWN					
8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	N/A		CONTACT PERSON	N/A	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	WCBIDS@sassa.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

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: 73-22-CS-WC
Closing Time 11:00	Closing date: 31 March 2023

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

ITEM NO:	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY <small>(All Applicable Taxes included)</small>
1.			

- Required by: SASSA – Western Cape
- At: OFFICE: REGIONAL
.....
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? YES/NO
- If not to specification, indicate deviation(s)

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

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

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



TERMS OF REFERENCE:

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES TO SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA) WESTERN CAPE REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. PURPOSE

- 1.1 The purpose is to invite bids from prospective service providers for the provision of cleaning and hygiene services for a period of thirty-six (36) months at SASSA Western Cape.

2. BACKGROUND

- 2.1 SASSA was established in terms of the South African Social Security Agency Act No. 9 of 2004 to administer social security grants in terms of the Social Assistance Act No.13 of 2004 (as amended).
- 2.2 According to Section 8 (1) of the Occupational Health and Safety Act No. 85 of 1993 (as amended), SASSA is required to provide as far as reasonably practicable, a working environment that is safe and without risk to the health of its employees.
- 2.3 The SASSA Western Cape Region is currently structured as follows:
 - 2.3.1 Regional Office;
 - 2.3.2 District Offices;
 - 2.3.3 Local Offices: and
 - 2.3.4 Service Points.

3. SCOPE OF WORK

- 3.1 The bid is for the provision of cleaning and hygiene services in all offices occupied by SASSA as per **Annexure A (SASSA Fixed sites)** and Service Points as per **Annexure B (SASSA service points)**.
- 3.2 Specifications of the scope of works and services for the following functions to be performed as per **Annexure C (scope of requirements)**:
 - 3.2.1 Installation and maintenance of Hygiene Equipment;
 - 3.2.2 General cleaning services;
 - 3.2.3 Collect, dispose sanitary, nappy bins; and
 - 3.2.4 Quarterly deep cleaning.
- 3.3 Services outside the specification of the scope of work SASSA reserves the right to source quotations from other service providers.

4. BIDDING CONDITIONS

- 4.1 Bidders must submit their bids on or before the stipulated closing date, place and time. Late bids will not be considered.
- 4.2 The bid received is subject to the GCC (General Conditions of Contract) which can be found on the National Treasury Website: www.treasury.gov.za and any other specific conditions of contract as stated by the agency.
- 4.3 Bid proposals submitted must be bound or in a lever arch file. Each page must be numbered.
- 4.4 To ensure a bid will be regarded as responsive, it is imperative to comply with all mandatory requirements.
- 4.5 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 after its date of submission.
- 4.6 SASSA may at any time during the selection process, request any Bidder to supply further information and documentation.
- 4.7 In accordance with Section 8 subsection 2 of the Public Administration Management Act No 11 of 2014. An employee of the state may not conduct business with the state or be a director of a public or private company conducting business with the State.
- 4.8 All certified documents must not be older than 3 months

5. EVALUATION OF BIDS

Non-compliance to clauses 5.1 (Mandatory Requirements) and Paragraph 6 (Administrative Compliance) will render the BID non responsive

BIDS will be evaluated as follows:

5.1 Mandatory Requirements

- 5.1.1 Bidders must provide a certified copy of a valid certification for waste generation and waste transportation as issued by delegated organs of state in accordance with the National Environmental Management, Waste Act No. 59 of 2008 and any Environmental Bi –Laws, or proof of a signed agreement or

letter of intent from a registered waste generation and waste transportation / management company and certified copy of the certification of that company.

- 5.1.2 Bidders must provide certified copy of a valid waste permit or license for disposal as issued by delegated organs of state in accordance with the National Environmental Management: Waste Act No.59 of 2008 or proof of a signed agreement or letter of intent from registered waste disposal / Management Company, and certified copy of certification of that company.
- 5.1.3 Bidders must provide completed **Annexure D (Pricing schedule for fixed sites)** per item: Pricing structure template for fixed sites (offices). An electronic copy will be made available to service providers who attend the briefing session.
- 5.1.4 Bidders must provide completed **Annexure E (Pricing schedule for service points)** per item: Pricing structure template for Service Points. An electronic copy will be made available to service providers who attend the briefing session.
- 5.1.5 Bidders must complete **Annexure F (References)** indicating current and/or past contracts relevant to the cleaning, sanitation and hygiene services required in the bid specifications. Bidders to note that each contract referenced in **Annexure F (References)** must be supported with a reference letter on that company letter head including award letters or purchase orders.
- 5.1.6 Bidders must attend the Compulsory briefing session. The briefing session will strictly commence at 10h00 till 12h00. **NO BIDDERS WILL BE ALLOWED TO ENTER THE BRIEFING VENUE AFTER 10H00.**The compulsory briefing session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that suppliers may wish to raise. Bidders who do not attend the briefing session will be disqualified. **The signing of the attendance register will serve as confirmation of attendance.**

6. Administrative Compliance

6.1 Bidders must submit the following documents:

Administrative Requirement
Completed and signed SBD 1 form by the bidder(s) (provide CSD number and tax pin)
Completed and signed SBD 3.1 form
Completed and signed SBD 4 form
Completed and signed SBD 6.1 form bidder(s) must take note of Paragraph 1, clause 1.5

6.2 TECHNICAL EVALUATION (FUNCTIONALITY)

6.2.1 The following table will demonstrate the criteria to be used for allocation of points for functionality as outlined below.

FUNCTIONAL EVALUATION CRITERIA 1 = Poor; 2 = Fair; 3 = Good; 4 = Very Good; 5 = Excellent	WEIGHT																																				
<p>Company Experience</p> <p>Years of experience in the provision of cleaning, sanitation and hygiene services</p> <p>Number of years of experience shall be allocated as follows:</p> <table border="1"> <thead> <tr> <th>Years of experience</th> <th>Rating</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Up to 2 years of experience</td> <td>1</td> <td>5 points</td> </tr> <tr> <td>>2 and up to 5 years of experience</td> <td>2</td> <td>10 points</td> </tr> <tr> <td>>5 and up to 8 years of experience</td> <td>3</td> <td>15 points</td> </tr> <tr> <td>>8 and up to 10 years of experience</td> <td>4</td> <td>20 points</td> </tr> <tr> <td>>10 years of experience</td> <td>5</td> <td>25 points</td> </tr> </tbody> </table> <p>Combined years of applicable experience will be considered</p> <p>Capability to clean size of the building(s) as per bid requirements – Bidders must complete Annexure F with all required information of past and or current projects</p> <p>Square meters of the bidders' current and or past project sites shall be allocated values as follows</p> <table border="1"> <thead> <tr> <th>Size of building</th> <th>Rating</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>2000 - 5000 m²</td> <td>1</td> <td>5 points</td> </tr> <tr> <td>5001 – 10000 m²</td> <td>2</td> <td>10 points</td> </tr> <tr> <td>10001 – 20000 m²</td> <td>3</td> <td>15 points</td> </tr> <tr> <td>20001 - 30000 m²</td> <td>4</td> <td>20 points</td> </tr> <tr> <td>30001 m² and above</td> <td>5</td> <td>25 points</td> </tr> </tbody> </table>	Years of experience	Rating	Score	Up to 2 years of experience	1	5 points	>2 and up to 5 years of experience	2	10 points	>5 and up to 8 years of experience	3	15 points	>8 and up to 10 years of experience	4	20 points	>10 years of experience	5	25 points	Size of building	Rating	Score	2000 - 5000 m ²	1	5 points	5001 – 10000 m ²	2	10 points	10001 – 20000 m ²	3	15 points	20001 - 30000 m ²	4	20 points	30001 m ² and above	5	25 points	<p>50</p> <p>25</p> <p>25</p>
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<p>Personnel profile detailing</p> <p>Knowledge of the Contract Manager and Area Managers in the cleaning, sanitation and hygiene industry. Include CV of envisaged dedicated Contract Manager and Area Managers. Personnel Profiles detailing the average score of the four CV's will be considered when the points are allocated. Refer to Annexure A for area demarcation</p> <table border="1" data-bbox="327 667 1050 996"> <thead> <tr> <th>Years of experience</th> <th>Rating</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Up to 2 years of experience</td> <td>1</td> <td>2 points</td> </tr> <tr> <td>>2 and up to 5 years of experience</td> <td>2</td> <td>4 points</td> </tr> <tr> <td>>5 and up to 7 years of experience</td> <td>3</td> <td>6 points</td> </tr> <tr> <td>>7 and up to 9 years of experience</td> <td>4</td> <td>8 points</td> </tr> <tr> <td>>9 years of experience</td> <td>5</td> <td>10 points</td> </tr> </tbody> </table>	Years of experience	Rating	Score	Up to 2 years of experience	1	2 points	>2 and up to 5 years of experience	2	4 points	>5 and up to 7 years of experience	3	6 points	>7 and up to 9 years of experience	4	8 points	>9 years of experience	5	10 points	10
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<p>Project Plan illustrating the capacity of bidder to execute services required from bid award. (Refer to Annexure C)</p> <p>Project plan must illustrate the following:</p> <p>Resource Planning;</p> <p>Task Planning;</p> <p>Risk Identification;</p> <p>Communication;</p> <p>Quality Control Measures; and</p> <p>Scheduling.</p>	20																		
<p>Locality of Business:</p> <p>Bidders must submit proof of physical address by means of the following:</p> <p>Affidavit:</p>	20																		

FUNCTIONAL EVALUATION CRITERIA 1 = Poor; 2 = Fair; 3 = Good; 4 = Very Good; 5 = Excellent		WEIGHT
<ul style="list-style-type: none"> Name of registered company Number of years located at the address or principle place of business for the registered company, Copy of lease agreement or title deed to be supplied to qualify for points 		
	Rating	Score
Companies with an established footprint within the Western Cape who has rendered cleaning and hygiene services within the Western Cape for < 5 years	1	2 points
Companies with an established footprint within the Western Cape who has rendered cleaning and hygiene services within the Western Cape for >5 and up to 10 years.	2	4 points
Companies with an established footprint within the Western Cape who has rendered cleaning and hygiene services within the Western Cape for >10 and up to 15 years.	3	5 points
Companies with an established footprint within the Western Cape who has rendered cleaning and hygiene services within the Western Cape for >15 and up to 20 years.	4	10 points
Companies with an established footprint within the Western Cape who has rendered cleaning and hygiene services within the Western Cape for >20 years.	5	20 points

FUNCTIONAL EVALUATION CRITERIA 1 = Poor; 2 = Fair; 3 = Good; 4 = Very Good; 5 = Excellent	WEIGHT
Failure to submit the above will result in no point scoring	100

6.2.2 Bidders must obtain a minimum of 70 points on technical / functionality evaluation to qualify for further evaluation on Price and Preference points for specific goals.

6.3 PRICE AND PREFERENCE

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

	Points
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

Points awarded for the specific goals of contribution will be evaluated for preference as follows:

6.3.2 In terms of Regulation 6(2) and 7 (2) of the Preferential Procurement Policy Framework Act Regulations, preference points must be awarded to a service provider for attaining the specific goals of contribution in accordance with the table below:

The specific goals allocated points in terms of the tender	Number of points Allocated (80/20 system)
B-BBEE Status Level 1-2 contributor with at least 51% black women ownership	20
B-BBEE Status Level 3-4 contributor with at least 51% women ownership	18

B-BBEE Status Level 1-2 contributor with at least 51% black youth or disabled ownership	16
B-BBEE Status Level 1-2 contributor	14
B-BBEE Status Level 3-8 contributor with at least 51% youth or disabled ownership	12
B-BBEE Status Level 3-4 contributor	8
B-BBEE Status Level 5-8 contributor	4
Others	0

Note: In the event of a bidder claiming more than one specific category, the Agency will allocate points based on specific goals with the highest points. The highest points will be confirmed with the BBEE Certificate/Sworn Affidavit submitted by bidder/CIPC etc

6.3.3 Bidder(s) must submit a valid BBEE Verification Certificate from a verification agency accredited by the South African National Accreditation System (SANAS) or the Companies Intellectual Property Commission (CIPC) or a valid original affidavit deposed by the EME representative and commissioned by a Commissioner of Oaths.

6.3.4 Upon the event, failure to submit the above will be deemed that the bidder has elected not to claim preference points for specific goals.

6.3.5 The BBEE verification certificate and the deposed affidavit must have been issued or commissioned within twelve months.

7. PRICING

- 7.1 The pricing for the first 12 months is fixed. For the remaining 24 months of the contract the following will apply;
- 7.2 Price increase will be limited to Consumer Price Index (CPI) as issued by Statistics South Africa; and
- 7.3 The Wage Increment Adjustments as per Sectorial wage determination formula will be applied.
- 7.4 To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with this price schedule and not utilize a different format (quote for year 1 only).
 - 7.4.1 **Annexure D:** Pricing structure template for Fixed sites (List of Sites as per **Annexure A**)
 - 7.4.2 **Annexure E:** Pricing structure template for Service Points (List of Service points as per **Annexure B**).

8. BID AWARD AND CONTRACT

- 8.1 The bidder will be expected to enter into a SLA with the same or substantially similar terms and conditions as the SLA attached hereto as **Annexure G** (draft SLA).
- 8.2 During the period the SLA remains unsigned the bidder shall be bound by the terms and conditions as contained in the draft SLA attached hereto.
- 8.3 The start date of the services will be specified in the appointment letter for a period of 36 months.
- 8.4 SASSA reserves the right to award the bid in whole, or in part, or not to award the bid at all.
- 8.5 SASSA reserves the right to award the tender to the next recommended bidder should there be a breach of tender conditions or non-adherence to tender requirements.

9. LEGISLATIVE FRAMEWORK

- 9.1 Bidders are to comply with inter alia the following legislation:

- 9.1.1 Bidders must comply with Compensation Fund, as per Compensation for Occupational Injuries and Diseases Act No.103 of 1993;
- 9.1.2 To adhere to all prescribed conditions as contained in the Occupational Health and Safety Act No. 85 of 1993;
- 9.1.3 Bidders must comply with the Unemployment Insurance Fund as per the Unemployment Insurance Contributions Act No. 4 of 2002;

10. PUBLIC LIABILITY

- 10.1 The bidder must submit Public Liability Insurance from a registered insurance company or letter of intent, prior to the award of the bid.
- 10.2 The cover must be a minimum value of R 2 million for a duration of services.

11. PLACE OF DELIVERY

- 11.1 Tender box will be open from Monday to Friday, between 07h30-16h00.
- 11.2 Address of the Region where bids must be submitted:

South African Social Security Agency: Western Cape Region

20th Floor

Golden Acre Building

Adderley Street

Cape Town 8000

Operational Office Hours: 7h30 – 16h00

- 11.3 The below contact details in respect of enquiries will apply:

12. ENQUIRIES

Email Address
WCBIDS@sassa.gov.za

N.B. Any bidder(s) who misrepresents itself in the bidding documents shall be disqualified and blacklisted in terms of relevant/applicable National Treasury Practice Note(s).

ANNEXURE A

DISTRICT	NO	LOCAL OFFICE AREA	SITE	TOWN/SUBURB	STREET ADDRESS	SQUARE METERS OF OFFICES	AVERAGE NUMBER OF STAFF AND BENEFICIARIES FOR THE MONTH	OPERATING SCHEDULE PER MONTH	AREA MANAGERS	SUPERVISOR	GENERAL STAFF	TOTAL CLEANING STAFF
REGIONAL OFFICE	1	CAPE TOWN	Regional Office	Cape Town	20th Floor Golden Acre Building, Adderley Street	2895	220	20		1	3	4
	2	ATHLONE	Local Office	Athlone	Melolin Centre, Klipfontein Road, Athlone	798	5055	20		1	1	2
	3	WYNBERG	Local Office	Wynberg	Cnr of Wilson and Main roads, Wynberg	830	5362	20		1	1	2
METRO 1	4	BELLEVILLE	District and Local Office	Bellville	Fintrost Building, C/o Petrusa and Mazzur Streets, Bellville	1150	8838	20		1	2	3
	5	KHAYELITSHA	Local Office	Khayelitsha	1 Julius Tsholo Street, Khayelitsha	500	10612	20		1	2	3
	6	KHAYELITSHA	Service Office	Bikistha	Tyre Place, Khayelitsha	383	1500	20		1	1	2
	7	GUGULETHU	Local Office	Gugulethu	C/o Bishops Court & Fezeka Streets, Gugulethu	500	9911	20		1	1	2
	8	EERSTE RIVER	Service Office	Beautiful Gate	Lower Cross Roads	200	2000	20		1	1	2
	9	EERSTE RIVER	Local Office	Eerste River	42 Main Road, Eersteriver	665	5649	20		1	1	2
METRO 2	10	CAPE TOWN	Local Office	Cape Town	Melador Building, C/o Long & Strand Streets, Cape Town	1143	5000	20		1	2	3
	11	MITCHELLS PLAIN	District and Local Office	Mitchells Plain	45 Alpha Street, Westport Park	710	8298	20	1	1	2	3
	12		Local Office	Vredenburg	11 Bree Street Vredenburg	415	2950	20		1	2	3
	13		District	West Coast	85 Main Road, Vredenburg	450	100	20		1	1	2
	14	VREDENBURG	Thusong Centre	Pikeberg	Community Hall, Zebra Street	114	300	20		0	1	1
	15		Thusong Centre	Malmesbury	Ililngelhu	100	1764	20		0	1	1
	16		Thusong Centre	Allanits	1 Notingham Road, Allanits	329	1415	20		1	1	2
	17	VREDENDAL	Local Office	Vredendal	Old BMW Building, 10 Voortrekker Road	654	2075	20	1	1	1	2
	18		Local Office	Worcester	92 Durban Road, Worcester	1018	9424	20		1	2	3
	19	WORCESTER	Thusong Centre	Robertson	Corner Paddy and Wesley Streets, Robertson	149	3007	20		0	1	1
	20		Thusong Centre	Witzenberg	Witzenberg Thusong Centre, 31 Lyster Street, Ceres	103	3307	20		0	1	1
21		Local Office	Caledon	Cemetery Street, Caledon	594	4240	20		1	2	3	
22	CALEDON	Thusong Centre	Grabouw	Gerald Wright Memorial Hall, Grabouw Thusong Centre	103	3007	20		0	1	1	
23		Thusong Centre	Bredasdorp	C/O Long and Ou Meule Streets, Bredasdorp	146	3007	20		0	1	1	
24		Local Office	Paarl	Paarl East Mall, 7 New St. Esteriville, Paarl	868	5466	20		1	2	3	
25	PAARL	District Office	Paarl	Standard Bank Building, Lady Grey Street, Paarl	350	100	20		1	1	2	
EDEN KAROO	26		District and Local Office	George	42 Rentzburghof, Courtney Street, George	900	9098	20		1	2	3
	27	GEORGE	Thusong Centre	Mossel Bay	08 Adriaans Ave., Asia Park, Kwanongaba, Mossel Bay	180	3007	20		0	1	1
	28		Thusong Centre	Kwanokathula	1 Xithula Street, Simunye Thusong Centre, Kwanokathula, Plettenberg Bay	235	3007	20		0	1	1
	29		Thusong Centre	Riversdale	Orange Heide Library Building, Van De Berg Street, Riversdale	130	3200	20		0	1	1
	30		Thusong Centre	Thembalethu	7053 Jeriko St. Thembalethu, George	214	3007	20		0	1	1
	31	BEAUFORT WEST	Local Office	Beaufort West	93 Donkin Street, Beaufort West	517	1884	20		1	1	2
	32		Thusong Centre	Prins Albert	64 Mark Street, Prince Albert	114	1768	20		0	1	1
	33	ODTSHOORN	Thusong Centre	Bongolethu	3 - 12th Avenue, Bongolethu, Oudtshoorn	290	3321	20		1	1	2
	34		Thusong Centre	Kannaland	Kannaland Thusong Centre, Ladsmith	158	3007	20		1	1	1
	TOTALS						17 905	133 906	680	4	22	45

ANNEXURE B: SERVICE POINTS

DISTRICT	NO	LOCAL OFFICE AREA	SITE	TOWN/ SUBURB	ADDRESS	SQUARE METERS PER OFFICE	AVERAGE NUMBER OF STAFF AND BENEFICIARIES PER MONTH	CLEANING STAFF REQUIRED	DAY PER MONTH
METRO 1	1	ATHLONE	Service Point	Heideveld	Cathkin Communicity Centre, Heideveld Road, Heideveld	200	1 204	1	4
	2		Service Point	Bonteheuvel	Multi-Purpose Centre, Bonteheuvel	200	704	1	4
	3		Service Point	Langa	Johnson Ngwevela Hall, Washington Street, Langa	200	1 754	1	4
	4		Service Point	Retreat	Retreat Civic Centre, C/o Retreat & Toring Road, Retreat	200	1 204	1	7
	5	WYNBERG	Service Point	Fish Hoek	Fish Hoek Civic Centre, 65B Cental Circle	200	704	1	5
	6		Service Point	Lotus River	Lotus Sport Recreation	200	704	1	4
	7	BELLVILLE	Service Point	Hout Bay (Hangberg)	Hout Bay Sports & Recreation Centre, Karbonkel Road, Hangberg, Hout Bay	200	704	1	4
	8		Service Point	Eisies River	Civic Centre, Eisies River	200	1 754	1	8
	9		Service Point	Durbanville	Morning Star	200	704	1	2
	10		Service Point	Fisantekraal	C/o Dulah Omar & Pieter Mokaba Street, Fisantekraal	200	704	1	2
	11	KHAYELITSHA	Service Point	Delft	Delft Civic, Main Road, Delft	200	1 754	1	8
	12		Service Point	Makhaza	Makhaza Interchange (Library)	200	1 204	1	20
	13		Service Point	Khayelitsha Mall	Khayelitsha	200	904	1	20
	14		Service Point	Harare	Masibambane C/H, Harare	200	1 204	1	20
15	GUGULETHU	Service Point	Zolani Centre	Nyanga	200	2 004	1	8	
16		Service Point	Phillippi	Library, Brown's Farm, Phillippi	200	2 004	1	8	
17		Service Point	Tafelsig	Tafelsig Community Centre	200	1 754	1	4	
18		Service Point	Woodlands	Woodlands Community Centre	200	1 754	1	4	
19	MITCHELLS PLAIN	Service Point	Rocklands	Rocklands, Mitchells Plain	200	1 754	1	4	
20		Service Point	Strand	Strand Community Hall	200	2 004	1	16	
21		Service Point	North Pine	North Pine Community Hall	200	2 004	1	16	
22		Service Point	Du Noon	93 Waxberry Street, Du Noon	200	2 004	1	4	
23	EERSTE RIVER	Service Point	Kensington	Shawco Hall Civic Centre, Kensington	200	1 754	1	4	
24		Service Point	Citrusdal	Citrusdal Community Hall	200	304	1	3	
25		Service Point	Lamberts Bay	Lamberts Bay Community Hall	200	304	1	1	
26		Service Point	Paleisheuvel	Paleisheuvel	200	304	1	1	
27	CAPE TOWN	Service Point	Wuppertal	Wuppertal	200	304	1	1	
28		Service Point	Sandberg	Sandberg, Sandberg Farm	200	304	1	1	
29		Service Point	Leipoldtville	3 Doringboom, Leipoldtville	200	304	1	1	
30		Service Point	Clainwilliam	Clainwilliam	200	304	1	3	

DISTRICT	NO	LOCAL OFFICE AREA	SITE	TOWN/ SUBURB	ADDRESS	SQUARE METERS PER OFFICE	AVERAGE NUMBER OF STAFF AND BENEFICIARIES PER MONTH	CLEANING STAFF REQUIRED	DAY PER MONTH
WEST COAST	31	VREDENDAL	Service Point	Graafwater	Graafwater	200	304	1	1
	32		Service Point	Elands Bay	High Way Road, Elands Bay	200	304	1	1
	33		Service Point	Doorn Bay	Coast Way, Doorn Bay	200	304	1	1
	34		Service Point	Ebenhaesar	Ebenhaesar, Plot 118	200	304	1	1
	35		Service Point	Rietpoort	High Way, Rietpoort	200	304	1	1
	36		Service Point	Lutzville	93 Verkeer Street, Lutzville	200	304	1	1
	37		Service Point	Van Rynsdorp	MPC, Van Rynsdorp	200	304	1	1
	38		Service Point	Molsvei	Molsvei Community Hall	200	304	1	1
	39		Service Point	Stofskraal	Stofskraal Community Hall	200	304	1	1
	40		Service Point	Klawer	Skulis Street, Klawer	200	304	1	1
	41		Service Point	Trawal, Boplaas	Trawal, Boplaas	200	304	1	1
	42		Service Point	Bitterfontein	Kok Street, Bitterfontein	200	304	1	1
	43		Service Point	Nuwerus	Cambro Street, Nuwerus	200	304	1	1
	44		Service Point	Koekernaap	Koekernaap, Protea Street	200	304	1	1
	45		Service Point	Putsekloof	Putsekloof, Highway	200	304	1	1
	46		Service Point	Darling	Focus Building	200	304	1	3
	47		Service Point	Saldanha MPC	Saldanha MPC	200	304	1	6
	48		Service Point	Riebeeck Wes	Riebeeck Wes Town Hall	200	304	1	2
	49		Service Point	Paternoster	Paternoster Clinic	200	304	1	1
	50		Service Point	Hall	Skilpad Community Hall, Vredenburg	200	304	1	8
	51		Service Point	Langebaan	Langebaan, MPC	200	304	1	2
	52		Service Point	Porterville	Community Hall, Jakaranda Street	200	304	1	6
	53		Service Point	Hopfield	Hopfield Community Hall	200	304	1	2
	54		Service Point	Moorresburg	Community Hall, Sentrum Weg, Rosenhof	200	304	1	4
	55		Service Point	Veldrift Town Hall	Veldrift Town Hall	200	304	1	2
56	Service Point	Mamre	C/o Adams and Liedeman Street	200	304	1	2		
57	Service Point	Redelinghuys	Community Hall, Voortrekker Street	200	304	1	1		
58	Service Point	Eendekuil	Community Hall, Hoof Street	200	304	1	2		
59	Service Point	Aurora	Community Hall, Hoog Street	200	304	1	1		
60	Service Point	Cove	Cove	200	304	1	1		
61	Service Point	Pella	Pella Kasteel Road	200	304	1	1		
62	Service Point	Witsand	Witsand, Resource Centre	200	304	1	4		
63	Service Point	Piketberg	Piketberg	200	304	1	7		
64	Service Point	Philadelphia	Philadelphia Community Hall	200	304	1	1		
65	Service Point	Ashton	Bernard Community Hall	200	704	1	8		

DISTRICT	NO	LOCAL OFFICE AREA	SITE	TOWN/ SUBURB	ADDRESS	SQUARE METERS PER OFFICE	AVERAGE NUMBER OF STAFF AND BENEFICIARIES PER MONTH	CLEANING STAFF REQUIRED	DAY PER MONTH
BOLAND	66	WORCESTER	Service Point	Montagu	Wilhelm Thys Community Hall	200	704	1	3
	67		Service Point	Tulbagh	Tulbagh Community Hall	200	704	1	16
	68		Service Point	De Doorns	Hexvalley Community Hall	200	704	1	16
	69		Service Point	Nkqubela	Nkqubela Community Hall	200	704	1	1
	70		Service Point	Rawsonville	Rawsonville	200	704	1	3
	71		Service Point	McGregor	McGregor Community Hall	200	704	1	1
	72		Service Point	Bonnievale	Happy Valley Community Hall	200	704	1	3
	73		Service Point	Zolani	Zolani Community Hall	200	704	1	4
	74		Service Point	Op Die Berg	Nyukubtaba Community Hall	200	704	1	2
	75		Service Point	PA Hamlet	PA Hamlet Community Hall	200	704	1	1
	76		Service Point	Agter-Witzenberg	De Eike Hall	200	704	1	1
	77		Service Point	Wolseley, Montana	Montana Community Hall	200	704	1	4
	78		Service Point	Wolseley, Pine Valley	Pine Valley Community Hall	200	704	1	8
	79		Service Point	Zwelethemba	Zwelethemba Community Hall	200	704	1	4
	80		Service Point	Touwsrivier	Community Hall, Dwarfs Street, Touwsrivier	200	704	1	8
	81		Service Point	Nduli	Community Hall / Esel Fontein Primary Hall	200	704	1	1
	82		Service Point	La Chasseur	Danie De Wet Hall	200	704	1	1
	83		Service Point	Napier	Napier	200	704	1	2
	84		Service Point	Struisbaai	Struisbaai	200	704	1	2
	85		Service Point	Elim	Elim	200	704	1	2
	86		Service Point	Arniston	Arniston	200	704	1	1
	87		Service Point	Barrydale	Barrydale	200	704	1	1
	88		Service Point	Genadendal	Scheffer Hall, Genadendal	200	704	1	2
	89		Service Point	Buffelsjagrivier	Buffelsjagrivier	200	704	1	1
	90		Service Point	Swellendam	Swellendam	200	704	1	3
	91		Service Point	Riversonderend	Riversonderend	200	704	1	1
	92		Service Point	Suurbrak	Suurbrak	200	704	1	1
	93		Service Point	Hawston	Hawston Thusong Centre, Hawston	200	704	1	1
	94		Service Point	Kleinmond	Proteadorp Hall, Kleinmond	200	704	1	1
	95		Service Point	Gansbaai	Blompark Hall, Gansbaai	200	704	1	2
	96		Service Point	Hermanus	Moffat Hall, Hermanus	200	704	1	4
	97		Service Point	Stanford	Community Hall, Stanford	200	704	1	1
	98		Service Point	Villiersdorp	Villiersdorp	200	704	1	2
	99		Service Point	Botriver	Botriver	200	704	1	1
	100		Service Point	Khayamandi	Khayamandi, Community Hall	200	704	1	4

DISTRICT	NO	LOCAL OFFICE AREA	SITE	TOWN/ SUBURB	ADDRESS	SQUARE METERS PER OFFICE	AVERAGE NUMBER OF STAFF AND BENEFICIARIES PER MONTH	CLEANING STAFF REQUIRED	DAY PER MONTH
EDEN KAROO	101	PAARL	Service Point	Wellington	Breedt Hall, 36 Parl Street, Wellington	200	704	1	3
	102		Service Point	Idas Valley	Idas Valley, Community Hall	200	704	1	4
	103		Service Point	Cloetesville	Eikestad Hall, Cloetesville	200	704	1	4
	104		Service Point	Franschoek	Groendal Community Hall, Stebeul Street, Groendal, Franschoek	200	704	1	3
	105		Service Point	Klapmuts	Klapmuts Thusong Centre, Merchant Street, Klapmuts	200	704	1	3
	106		Service Point	Simodium	Simodium Community Hall	200	704	1	1
	107		Service Point	Saron	Saron Community Hall, Saron	200	704	1	3
	108		Service Point	Gouda	Gouda	200	704	1	1
	109		Service Point	Priel	Banquet Hall, Main Road, Priel	200	704	1	1
	110		Service Point	Merweville	Merweville	200	704	1	2
EDEN KAROO	111	BEAUFORT WEST	Service Point	Nelspoort	Nelspoort Advice Office	200	704	1	1
	112		Service Point	Klaarstroom	Klaarstroom Comm Hall	200	704	1	1
	113		Service Point	Laingsberg	Laingsberg Thusong Centre	200	704	1	3
	114		Service Point	Murraysburg	Murraysburg	200	704	1	3
	115		Service Point	Matjiesfontein	Matjiesfontein Community Hall	200	704	1	1
	116		Service Point	Vleiland	Vleiland Sports Hall	200	704	1	1
	117		Service Point	Leeu Gamka	Leeu Gamka	200	704	1	2
	118		Service Point	Sedgefield	Sedgefield, Police Station	200	704	1	4
	119		Service Point	Horrlee	Horrlee	200	704	1	4
	120		Service Point	Khayaletu	Khayaletu	200	704	1	4
EDEN KAROO	121	GEORGE	Service Point	Hall	Rheedendal, Municipal Hall	200	704	1	2
	122		Service Point	Karatarata	Karatarata	200	704	1	2
	123		Service Point	Hall	Witterdrift, Community Hall	200	704	1	2
	124		Service Point	Hall	Kranshoek Community Hall	200	704	1	2
	125		Service Point	The Craggs	The Craggs, Municipal Hall	200	704	1	2
	126		Service Point	Municipal Hall	Groot Brak River Municipal Hall	200	704	1	4
	127		Service Point	Sonskynvalley	Sonskynvalley	200	704	1	2
	128		Service Point	Buisplaas	Buisplaas, Church Main Road	200	704	1	2
	129		Service Point	Friemersheim	Friemersheim, Main Road	200	704	1	2
	130		Service Point	Heidelberg	Heidelberg Community Hall	200	704	1	4
EDEN KAROO	131	GEORGE	Service Point	Gouritzmond	Gouritzmond	200	704	1	1
	132		Service Point	Askraal	Askraal	200	704	1	2
	133		Service Point	Albertinia	Albertinia	200	704	1	2
	134		Service Point	Melkhoufontein	Melkhoufontein	200	704	1	2

DISTRICT	NO	LOCAL OFFICE AREA	SITE	TOWN/ SUBURB	ADDRESS	SQUARE METERS PER OFFICE	AVERAGE NUMBER OF STAFF AND BENEFICIARIES PER MONTH	CLEANING STAFF REQUIRED	DAY PER MONTH
	135	OUDTSHOORN	Service Point	Waboomskraal	Waboomskraal	200	704	1	1
	136		Service Point	Touwstranteen	Touwstranteen	200	704	1	4
	137		Service Point	Thembaletu	Harry Comay, Thembaletu	200	704	1	4
	138		Service Point	Pacaltsdorp	Pacaltsdorp	200	704	1	8
	139		Service Point	De Rust	De Rust Community Hall	200	704	1	3
	140		Service Point	Dysselsdorp	Dysselsdorp Community Hall	200	704	1	4
	141		Service Point	Uniondale	Uniondale Community Hall	200	704	1	4
	142		Service Point	Haarlem	Haarlem Community Hall	200	704	1	4
	143		Service Point	Avontuur	Avontuur Community Hall	200	704	1	4
	144		Service Point	Van Wyks Dorp	Van Wyks Dorp Primary School	200	704	1	4
						28 800	101 026	144	499



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

**OFFICE CLEANING AND HYGIENE SERVICES
SPECIFICATIONS FOR SOUTH AFRICAN SOCIAL
SECURITY AGENCY (SASSA) WESTERN CAPE**

ANNEXURE C

**Cleaning Services, Equipment and
Consumables Scope Requirements**

CLEANING SERVICES, EQUIPMENT AND CONSUMABLES SCOPE REQUIREMENTS

The service provider must:

- Ensure that enough consumables are stocked at all times and equipment is operational.
- Provide a hygiene programme to SASSA and a schedule for hygiene operations must be pre-determined.
- Provide SASSA with a full service report.
- Ensure that all products and consumables are SABS approved.
- Ensure that routine calls will be attended to within 24 hour.
- Comply with the Health and Safety Act and as per Environmental legislation for safe works execution and also hazardous waste disposal.

Note that:

- ***All Hygiene and Consumables must be SABS approved and proof must be provided that consumables are SABS approved.***
- ***All hygiene equipment will be rented monthly***

The service provider must provide, install and maintain the following hygiene equipment in all fixed sites as per **Annexure A:**

1. Installation of Hygiene Equipment

- Toilet paper roll holders
- Seat sanitary dispenser unit
- Automated sensor she bins and nappy bins
- Automated air freshener unit
- Automated sensor hand soap dispenser unit
- Automated sensor hand towel dispensers unit

2. Maintenance of Hygiene Equipment and Consumables

Toilet paper roll holders

- Lockable 3 (Three) Tier Toilet Paper Holders
- Refills (toilet paper to be 2 ply, 350 sheets per roll and 100% virgin pulp);

Seat Sanitary Dispenser Unit

- Automated foam toilet seat dispensers and refills (ablution facilities);
- These units shall be serviced as per service standards
- After each treatment / service, submit a service report detailing the following:
 - Date of unit service
 - Additional services required
- Attend to malfunctioning or broken units at no cost to SASSA

Automated Sensor She Bins and Nappy bins

- Supply, deliver and replace automated she bins and nappy bins (ablution facilities).
- These units shall be serviced as per service standards
- After each treatment / service, submit a service report detailing the following:
 - Date of unit service
 - Additional services required
- Attend to malfunctioning or broken units at no cost to SASSA.

Automated Air Freshener Unit

- Supply and install automated air freshener units (waiting rooms, Boardrooms, Reception areas, pause areas, Toilets and Back Offices)
- Supply refills
- These units shall be serviced as per service standards
- After each treatment / service, submit a service report detailing the following:

- Date of unit service
- Additional services required
- The service provider shall attend to malfunctioning or broken units at no cost to SASSA.

Automated Sensor Hand Soap Dispenser Unit

- Supply and install hand soap (foam antibacterial) dispenser units (ablution facilities).
- Supply refills
- These units shall be serviced as per service standards
- After each treatment / service, submit a service report detailing the following:
 - Date of unit service
 - Additional services required
- The service provider shall attend to malfunctioning or broken units at no cost to SASSA.

Automated Sensor Hand Towel Dispensers Unit and Refills

- Supply and install automated hand towel dispenser (ablution facilities and Kitchens).
- Supply refills
- These units shall be serviced as per service standards
- After each treatment / service, submit a service report detailing the following:
 - Date of unit service
 - Additional services required
- The service provider shall attend to malfunctioning or broken units at no cost to SASSA.

3. General Cleaning Equipment required (fixed sites and service points as per Annexures A & B)

- Industrial vacuum cleaners (less noise, wet and dry). NB: The number of vacuum cleaners allocated must enable cleaners to vacuum in line with the Office Cleaning Services and Scope Requirements. **THERE MUST BE NO SHORTAGE OF VACUUM CLEANERS and must be functional at all times.**
- Floor scrubber and polishing machine
- Mops (flat and spaghetti mops)
- Mop trolleys
- All other necessary equipment (extension leads, step ladder, safety signs etc.)

Every cleaner must have the following:

- Broom
- Mops (flat and spaghetti mops)
- Mop trolley
- Scrubbing brushes
- Buckets
- Steel wool
- Industrial vacuum cleaner
- Furniture polish
- Multipurpose cleaner
- Toilet cleaner
- Disinfectant soap
- Dusters
- Scourers
- Step ladders (5-step)
- And all other necessary cleaning material and equipment
- Uniform depicting the name of the company as well as the name tag at all times

4. General Cleaning Services and Frequency

Service Specifications	Standard Method	Frequency
Basins	Wet wipe with hard surface cleaner	Daily
	Remove mineral deposits	Monthly
	Fill liquid soap holders	Daily
Blinds	Vertical – remove dust	Weekly
	Horizontal- damp wipe	Weekly
Chairs & couches	Cloth - Vacuum	Daily
	- Spot clean	Daily
	- Shampoo	Daily
	Vinyl and leather – dust	Daily
	- Damp wipe	Daily
Doors	Remove fingermarks on glass and push plates with a degreasing agent and equipment that will not scratch the surface.	Daily
	Remove dirty spots on wooden and metal doors.	Daily
	Polish door knobs with an approved metal polish.	Weekly
	Dust or damp wipe doors and handles	Daily
Elevators	Dust, damp wipe with disinfectant of the hand rails, floors and glass	Daily
Escalators	Wipe control panels and rails. Sweep steps	Daily
	Specialized cleaning of the step to clean stains, spillages and grime build-up.	Weekly
Stairs wells	Sweep, dust, mop or vacuum treads	Daily
Elevated cleaning	Remove litter, clean and inspection of all areas up to three (3) meters in height.	Weekly

Floors resilient (vinyl, PVC, linoleum, sealed wood, laminated, ceramic, Marble, granite, brick, Concrete, rugs & carpeting etc.)		
Floors resilient (vinyl, PVC, linoleum, sealed wood, laminated, ceramic, Marble, granite, brick, Concrete, rugs & carpeting etc.) High traffic areas	Remove dust with mop- or disposable cloth sweeper.	Daily
	Spray clean or burnish using a mechanized system.	Daily
	Machine scrub and dry to remove accumulated soil age.	Daily
	Light scrub and apply maintenance coat	Daily
	Strip clean and reseal using SABS approved stripper and sealer. Buff floors daily during off peak periods.	Daily
	Remove dust with mop or disposable cloth sweeper.	Daily
	Remove all chewing gum, stains, oil marks and spillages	Daily
	Vacuum clean thoroughly	Daily
	Sweep and use laminated floor cleaner and mop	Daily
Low traffic areas	Damp mop	Daily
	Spray clean or burnish using mechanized system	Monthly
	Spray clean using a mechanized system, machine scrub and dry.	Daily
	Light scrub and apply maintenance coat.	Daily
	Strip clean and reseal	Daily
	Remove all chewing gum, stains, oil marks and spillages	Daily
	Vacuum clean thoroughly	Daily
	Sweep and use laminated floor cleaner and mop	Daily
Furniture, Fixtures and Fittings		
Furniture, Fixtures and fittings (notice boards,	Natural unsealed wood – dust, polish and damp wipe	Daily

counters, photo frames, Mirrors etc)	Sealed wood – polish	Daily
	Scaled wood /glass/Formica: - Dust or damp wipe - Polish - Glass cleaner	Daily
Kitchens	All containers, crockery and cutlery, washed, dried and stored	Daily
	Work surfaces damp wet cloth, wiped and dried	
	Walls and cupboard doors damp wipe	
	Cupboard storage, cleaned, wet wiped and disinfect	Daily
	Wet wipe hot plates with hard surface cleaner.	
	Clean oven	Daily
	Collect and wash crockery and cutlery after meetings.	Daily
	Wet wipe and rinse inside surfaces of microwaves, stove, fridge, etc.	Daily
Partitions (all type)	Cleaning inside faces with glass cleaner or squeegee.	Daily
	Wipe with damp and dry cloth and maintain high gloss.	
	High density areas must receive constant attention.	
	Spot clean	
	Wet wipe washable surface	
	Clean glass with glass cleaner	
Paving	Sweep, remove litter, stains, bubble-gum	Daily
	High pressure cleaning	Monthly
Public or reception areas	Security and information counters, podiums.	Daily
	Dust sweep, vacuum, clean windows and remove litter	
Entrances to buildings and Railings	Sweep entrance steps and entrance	Daily
	Clean doormats and wells	Daily

	Wash steps	Daily
	Dust and damp wipe	Daily
Waste bins(dust bins)	Empty and damp wipe with disinfectant	Daily
	Deep clean	Weekly
Shelving (wood, metal etc)	Damp wipe when shelves are cleared to be free of	Daily
Taps	Wet wipe with hard surface cleaner (SABS approved)	Continuously
	Remove minerals deposits to prevent from scratching	Monthly
	Rusting /dirt build up	
Ablution facilities	Replenish consumable	Daily
	Remove soilage from bowl and under flush rim	Daily
	Hard surface cleaner and a non-abrasive brush	Daily
	Remove minerals deposits from urinal/s	Daily
	Wet wash seat and lid, cistern etc.	Daily
	Disinfect all components	Daily
	Remove litter from all toilets	Daily
	Deep cleaning of toilets, seats, covers, basins, tiles	Quarterly
	Wet wipe with hard surface cleaner or disinfectant	Daily
	Specifications of waterless urinals	
	Wet pipe and dry pipes and flushing mechanism	Daily
Walls	Wet wipe, remove all marks, graffiti and fingerprints	Daily
Shredded waste paper	Remove all shredded waste paper from the identified area to the demarcated storage area.	Daily
Storerooms and Registries	Clean all areas	Monthly

Parking Area	Pick up litter and remove to demarcated area	Daily
	Sweep	Weekly
Pause Area	Dust all vertical and horizontal surfaces to a height of 2.5m.	Daily
	Damp wipe and disinfect tables and chair	Daily
Building surroundings	Pick up litter and remove to demarcated area	Daily
	Sweep	Weekly
Boardrooms	Maintain and clean floors	Daily
	Dust all boardroom tables and chairs	Daily

Please note that the frequency of above cleaning scope is subjected to change.

5. **Collect and dispose sanitary and nappy bins (fixed sites as per Annexure A)**
 - Collect and dispose sanitary and nappy bins weekly

6. **Quarterly deep cleaning (Weekends only) fixed sites as per Annexure A**

Ablution Facilities

■ Toilets

- Descale and remove algae, bacteria and uric encrustations from all areas
- Clean and disinfect both internal and external areas

■ Urinals

- Descale and remove algae, bacteria and uric encrustations from all areas
- Remove trap where possible and clean/disinfect and clear away waste around and inside the trap

- Clean and disinfect both internal and external areas

■ **Hand Basins, Showers and Sinks**

- Remove all scale deposits and algae from surfaces
- Clean and disinfect both internal and external surfaces of the fittings
- Clear overflows and waste pipes of accumulated waste deposits
- Clear and disinfect all taps, plugs, chains, outlets, channels and gullies

■ **Flooring (all type of floors)**

- The service provider will deep clean all floors.
- The service provider shall at their own cost replace and/or any damages caused during deep cleaning process.

■ **Furniture**

- The service provider will deep clean all furniture.
- The service provider shall at their own cost replace and/or any damages caused during deep cleaning process.

NB: Chemicals used in disinfection must be proven to be effective against viruses, bacterial and microbial pathogens

7. **Emergency cleaning (fixed sites as per Annexure A)**

- The service provider shall attend to emergency cleaning upon request.
- The area (s) and scope of work for emergency cleaning will be as per instruction.

**Annexure D. Detailed Cost Breakdown for The South African Social Security Agency.
All other pricing assumptions, excluded and unknown costs must be clearly documented.**

AREA MANAGERS

Annexure 'D'. Detailed Cost Breakdown for The South African Social Security Agency	Quantity	Monthly Cost	Annual Cost
Salaries Breakdown			
4 x Area Managers	4		R -
Overtime: x1,5	4		R -
Overtime Double	4		R -
UIF	4		R -
SDL	4		R -
COID	4		R -
Provident Fund	4		R -
NCA Membership Fees	4		R -
Bonus	4		R -
Sick Leave	4		R -
Family Responsibility Leave	4		R -
Leave Pay	4		R -
Uniform and complete protective clothing	4		R -
Total Cost for Area Managers		R -	R -
<i>Monthly Project Management Fee</i>			R -
<i>Monthly Contract Grand Total (excl VAT)</i>		<i>R -</i>	<i>R -</i>
<i>15% VAT</i>		<i>R 0,15</i>	<i>R -</i>
<i>Total Monthly Billing Including VAT</i>		<i>R -</i>	<i>R -</i>

Annexure D. Detailed Cost Breakdown for The South African Social Security Agency.
All other pricing assumptions, excluded and unknown costs must be clearly documented.

Annexure 'D'. Detailed Cost Breakdown for The South African Social Security Agency	Quantity	Monthly Cost	Annual Cost :(C6*B6)*12
Salaries Breakdown			
Cleaners			
Urban Cleaners @ R/hour x 160 hours/monthly	17		R -
Rural Cleaners @ R/hour x 160 hours/monthly	28		R -
Overtime: x1 _½	45		R -
Overtime Double	45		R -
UIF	45		R -
SDL	45		R -
COID	45		R -
Provident Fund	45		R -
NCA Membership Fees	45		R -
Bonus	45		R -
Sick Leave	45		R -
Family Responsibility Leave	45		R -
Leave Pay	45		R -
Uniform and complete protective clothing	45		R -
Total Cost for Cleaners			R -
Supervisor			
Urban Supervisor/s @ R/hour x 160 hours/monthly	11		R -
Rural Supervisor/s @ R/hour x 160 hours/monthly	11		R -
Overtime: x1 _½	22		R -
Overtime Double	22		R -
UIF	22		R -
SDL	22		R -
COID	22		R -
Provident Fund	22		R -
NCA Membership Fees	22		R -
Bonus	22		R -
Sick Leave	22		R -
Family Responsibility Leave	22		R -
Uniform and complete protective clothing	22		R -
Leave Pay	22		R -
Total Cost for Cleaners			R -
Total Cost for Human Capital			R -
Monthly Rental of Sanitary Equipment			
Item	Quantity	Monthly Cost	Annual Cost
Toilet Paper Roll Holders (lockable 3 rolls holder)	322		R -
Automated Sensor Hand Soap Dispenser (including batteries)	160		R -
Automated Sensor Hand Towel Dispenser (including batteries)	168		R -
Hand Towel Waste Bin	150		R -
Automated Air Freshener (including batteries)	270		R -
Urinals Drip Master	128		R -
Automated Sensor She Bins	173		R -
Automated Sensor Foam Seat Sanitary Dispenser	317		R -
Nappy Bin With Lid	34		R -
Baby Changing Station	34		R -
Total Cost for Sanitary Equipment		R -	R -
Supply of Chemicals and Cleaning Equipment			
Item	Quantity (Sites)	Monthly Cost	Annual Cost
Chemicals and Equipment for Fixed Sites as per Annexure A	34		R -
Total Cost for Chemicals and Cleaning Equipment		R -	R -
DEEP CLEANING SERVICES (WEEKENDS ONLY)			
Item	Quantity (Sites for 4 quarters)	Quarterly Cost	Annual Cost
DEEP CLEANING SERVICES (WEEKENDS ONLY) Quarterly (4)	136		R -
Total Cost for Deep cleaning		R -	R -
Overheads			
Item	Quantity(Sites)	Monthly Cost	Annual Cost
Overheads	34		R -
Total Cost for Overheads		R -	R -
<i>Monthly Project Management Fee</i>			R -
<i>Monthly Contract Grand Total (excl VAT)</i>		R -	R -
<i>15% VAT</i>		R 0,15	R -
<i>Total Monthly Billing Including VAT</i>		R -	R -

Annexure E. Detailed Cost Breakdown for The South African Social Security Agency.
All other pricing assumptions, excluded and unknown costs must be clearly documented.

COSTING FOR SERVICE POINTS

Annexure 'E'. Detailed Cost Breakdown for The South African Social Security Agency	Quantity	Monthly Cost	Annual Cost :(Quantity x Monthly cost)*12
Salaries Breakdown			
Cleaners			
Urban Cleaners @ R /hour x 160 hours/monthly	23		R -
Rural Cleaners @ R /hour x 160 hours/monthly	121		R -
Overtime: x1½	144		R -
Overtime Double	144		R -
UIF	144		R -
SDL	144		R -
COID	144		R -
Provident Fund	144		R -
NCA Membership Fees	144		R -
Bonus	144		R -
Sick Leave	144		R -
Family Responsibility Leave	144		R -
Leave Pay	144		R -
Uniform and complete protective clothing	144		R -
Total Cost for Human Capital		R -	R -
Supply of Chemicals and Cleaning Equipment			
Item	Quantity(Sites)	Monthly Cost	Annual Cost
Chemicals and cleaning equipment	144		R -
Total Cost for Chemicals and Cleaning Equipment		R -	R -
Overheads			
Item	Quantity*		Annual Cost
Overheads	144		R -
Total Cost for Overheads		R -	R -
Monthly Contract Grand Total (excl VAT)		R -	R -
15% VAT		R 0,15	R -
Total Monthly Billing Including VAT		R -	R -



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

**OFFICE CLEANING AND HYGIENE SERVICE
SPECIFICATIONS FOR SOUTH AFRICAN SOCIAL
SECURITY AGENCY (SASSA) WESTERN CAPE**

CURRENT AND PAST CONTRACTS (CLIENT BASE)

ANNEXURE F

CURRENT AND PAST CONTRACTS (CLIENT BASE) ANNEXURE F

Indicate all the current and past contracts in the table below and **ONLY** those relevant to the cleaning, sanitation and hygiene 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 2012 to 31 March 2013	Contract Value	Are you the Sole Service Provider (are you the only provider for cleaning and sanitation services?) Yes/No	Contact persons and telephone numbers of your client	Square Meters of Project Site
<u>Example:</u> South African Social Security Agency	1 March 2012 to 31 July 2013	Rand value	Cleaning and sanitation	XXXX	9 000 m ²

Please Note: SASSA reserves the right to verify the contents of this list directly with the bidders' clients and also conduct site inspection

Ref: DRAFT/FMAS/CT/SLA/23023

SERVICE LEVEL AGREEMENT

ENTERED INTO BETWEEN:

SOUTH AFRICAN SOCIAL SECURITY AGENCY

An Agency established in terms of section 2 of the *South African Social Security Act No. 9 of 2004*.

Herein represented herein by **Ms Annelize Bestor**, in her capacity as the Acting Regional Executive Manager, Western Cape and being duly authorised thereto.

(Hereinafter referred to as “**the Agency**”)

and

[INSERT NAME]

Reg. No. [INSERT REGISTRATION NUMBER] a company duly registered and incorporated according to the company laws of the Republic of South Africa.

(Represented herein by [INSERT NAME] in his/her capacity as [INSERT DESIGNATION], and being duly authorised thereto.)

(Hereinafter referred to as “**the Service Provider**”)

[Jointly referred to as the ‘Parties’]

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement, unless inconsistent with, or otherwise indicated by the context;

- 1.1.1 **“Agency”** means the South African Social Security Agency, a juristic entity established in terms of Section 2 of the South African Social Security Agency Act No. 9 of 2004;
- 1.1.2 **“Agreement”** means the agreement set out in this document, without derogating from the generality of the aforesaid the agreement includes the Bidding Documents, Terms of Reference, tender specifications; Service Provider’s proposal to the extent of the Agency’s acceptance thereof; the General Conditions of Contract to the extent that the conditions therein are not in conflict with the conditions set out herein) and the letter of award and acceptance;
- 1.1.3 **“Business Day”** means any day other than a Saturday, Sunday or official public holiday gazetted within the Republic of South Africa;
- 1.1.4 **“Commencement Date”** means the [INSERT DATE] ; being the date on which the Service Provider is to commence services to the Agency as stipulated herein, notwithstanding the date of signature;
- 1.1.5 **“Confidential Information”** means information that, by its nature, is confidential to a Party, including but not limited to material, data, techniques and procedures which relate to that Party’s business;
- 1.1.6 **“Intellectual Property”** means all copyright, rights in business names, trademarks, trade names, patents, reports, designs and/or inventions as well as all rights to source codes, trade secrets, confidential information and all other rights of a similar character (regardless of whether such rights are registered and/or capable of registration);
- 1.1.7 **“Project Manager”** means an identified individual from the Agency who monitors the Service Provider’s day to day activities and tasks according to the Party’s agreed deliverables;

- 1.1.8 **“Personal Information”** as defined in the *Protection of Personal Information Act, 4 of 2013*, as amended from time to time, including the Regulations issued in terms of that Act (‘POPI Act’). This agreement contemplates the Personal Information pertaining to the Parties and their respective affiliates and subsidiaries, as well as to their employees, members, clients, and officials, as the case may be. Personal information shall include special personal information as defined in the POPI Act.
- 1.1.9 **“Services”** means the rendering of cleaning and sanitation services to the Agency in accordance with the terms and condition of this Agreement;
- 1.1.10 **“Service Manager”** means the Service Provider’s authorised representative designated to manage the day to day rendering of the Services;
- 1.1.11 **“Service Location”** means the address/es in the Agency’s Western Cape Regional Offices where the Services are to be rendered, Documents;
- 1.1.12 **“Supervisor”** means the Service Provider’s supervising official who monitors the performance of its employees; and
- 1.1.13 **“VAT”** means value added tax in terms of the Value Added Tax Act, 1991 or any similar tax on the supply or sale of services.

1.2 INTERPRETATION

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context;

- 1.2.1 any reference to the singular includes the plural and *vice versa*;
- 1.2.2 any reference to natural persons includes legal persons and *vice versa*; and
- 1.2.3 Where appropriate, meanings ascribed to defined words and expressions in shall impose substantive obligations on the Parties.
- 1.2.4 Where any provision of the Agreement requires a Party to perform any act in writing, this requirement will only be satisfied if such performance is made in a written or paper based form.

1.2.5 No provision herein shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured or drafted such provision.

1.2.6 If reference is made in this Agreement to any other document for the purpose of defining words and/or phrases used in this Agreement, the applicable definition or description in such document shall be read and interpreted in terms of this agreement as if specifically incorporated herein.

2. APPOINTMENT

2.1 The Agency appoints the Service Provider to provide the Services to the Agency's Western Cape Regional Office, District Offices, Stand Alone Local Offices, Shared Local Offices, and Current Service Points.

2.2 The Services shall conform to the standards specified by the Agency in terms of this Agreement and any other reasonable specifications issued by the Agency from time to time.

3. COMMENCEMENT AND DURATION

This agreement shall come into operation on the commencement date and shall endure for a period of 36 (thirty-six) months; for the avoidance of doubt, the agreement shall terminate on the [INSERT DATE] ("the expiration date").

4. SERVICES AND DOCUMENTS

4.1 The Services rendered must at all times satisfy the requirements set out in this Agreement.

4.2 As more fully specified in this Agreement, the Service Provider will provide the Services at the Agency's Western Cape service delivery outlets.

4.3 The Services rendered must at all times comply with the specifications and requirements incorporated in the Bid Documents, all applicable legislation as well as the Agency's policies and procedures; which the Service Provider acknowledges to be fully acquainted therewith.

4.4 It is specifically recorded that:

4.4.1 In certain instances, the Agency may require an increase or decrease in the number of personnel at a Service Location. The Agency will notify the Service Provider of such increase or decrease in writing, which notification will be binding on the Service Provider.

4.4.2 The Service Location may at time vary, having regard to factors such as the addition or reduction of square meters or termination of existing leases. The Agency, however, undertakes to timeously notify the Service Provider of such variation and will endeavour not to drastically deviate from the number of personnel that were required at the previous Service Location.

4.5 Notwithstanding clause 4.4 above, the Agency reserves the right to contract any other service provider(s) for the provision of the Services in respect of new or additional Service Location(s).

5. DELIVERY, MONITORING AND EVALUATION

5.1 The Parties shall establish a project team comprising of representatives nominated in writing by the Service Provider and the Agency.

5.2 Each Party shall ensure that their representatives attend all project management meetings or any other meeting arranged in relation to the rendering of the Services.

5.3 The project team meetings shall be convened by the Project Manager at least once a month, or as agreed between the Parties from time to time. Should there be a need to convene a meeting to discuss urgent matters; the Project Manager shall be entitled to convene the project team for an extraordinary meeting by providing twelve (12) hours written notice to that effect.

5.4 The project team shall discuss and advise on the performance of the Services by the Service Provider during a specific reporting period, and if necessary implement corrective measures.

5.5 The meetings of the project team shall be minuted, and such minutes are to be signed by the Project Manager and the Service Manager.

5.6 The project team shall not decide on any contractual matter and furthermore shall not make any decisions that contradict the terms and conditions contained in this Agreement.

6. SERVICE PROVIDER'S OBLIGATIONS

6.1 The Service Provider hereby undertakes, *inter alia*, to:

6.1.1 Ensure that the Services are rendered in accordance with the Project Plan, as described in Annexure C (office cleaning services requirements and sanitary consumables requirements) .

6.1.2 Make available a reasonable number; sufficiently qualified, adequately trained and experienced personnel to render the Services per Service Location;

6.1.3 Provide the Services in a professional and courteous manner in accordance with this Agreement;

6.1.4 Provide its personnel with uniform and all equipment necessary for the rendering efficient and effective Services, at its own cost;

6.1.5 Ensure that a Service Manager regularly visits the relevant Service Location during working hours. In addition thereto, the Supervisor shall also be at the Service Location where the Services are being rendered on every Business Days;

6.1.6 Ensure that all its staff working under in terms of this Agreement are in good health and pose no risk to any of the Agency's employees;

6.1.7 Ensure that its personnel work an eight (8) hour shift;

6.1.8 Provide all equipment necessary for its personnel to effectively perform the Services, which includes but is not limited to: broom; mop trolley; scrubbing brushes; buckets; steel wool; buffing machine; furnisher polish; multipurpose cleaner and dusters;

- 6.1.9 Timeously report to their work stations at the Service Location;
 - 6.1.10 Ensure that all of the Agency's documentation and information is treated as confidential and not disclosed to a third party;
 - 6.1.11 Liaise with, and take instructions exclusively from the authorised representative of the Agency;
 - 6.1.12 Under no circumstances have any authority whatsoever to contract in the name of, or to create any liability whatsoever in the name of, or on behalf of the Agency, without prior written consent;
 - 6.1.13 Request the Agency's prior permission and approval for any subcontractor(s) that the Service Provider requires in order to perform in terms of the Agreement; provided that the Service Provider shall not be relieved of any liability or obligation under this Agreement in respect of any acts and/or omissions on the part of its subcontractor(s); such permission and approval shall not be unreasonably withheld; and
 - 6.1.14 At all times complies with the internal processes and policies of the Agency, issued from time to time.
- 6.2 The Service Provider's personnel shall under no circumstances be allowed to utilise the Agency's facilities, such as, but not limited to telephones; computers and stationery. The Agency will provide storage facilities (a space of reasonable size) for the Service Provider's equipment and cleaning materials.
- 6.3 The Service Provider shall ensure that all their employees and other representatives:
- 6.3.1 Carry out all reasonable and fair instructions given to them by the Agency;
 - 6.3.2 Refrain from any action that may be prejudicial to or adversely affect the Agency, and/or its standing, reputation or goodwill;
 - 6.3.3 Comply with all the relevant employment legislation as well as all the regulatory and statutory requirements pertaining to the cleaning industry;

- 6.3.4 Ensure that its employees are remunerated in accordance with its pricing proposal; or in accordance with the Sectoral Wage Determination if the wage determined in terms of the Sectoral Wage Determination exceeds the amounts stated in the pricing proposal in respect of the employees` remuneration;
- 6.3.5 Ensure that any labour disputes between the Service Provider and its personnel do not affect the provision of the Services.
- 6.4 The Parties specifically record that any labour disputes between the Service Provider and its personnel are the sole responsibility of the Service Provider.
- 6.5 The Service Provider shall provide and immediately implement a contingency plan in the event of any form of industrial action that can disrupt the performance of the Services; and inform the Agency about any removal and replacement of its personnel.

7. AGENCY'S OBLIGATIONS

- 7.1 The Agency undertakes to:
 - 7.1.1 Make available to the Service Provider, within seven (7) days of written request, with copies of the Agency's relevant internal policies, processes, and internal directives issued from time to time;
 - 7.1.2 Provide the Service Provider with reasonable information relating to the Services required; and
 - 7.1.3 Provide the Service Provider with all reasonable support in order to render the Services; and manage the agreement in a professional manner.

8. REMUNERATION

- 8.1 In consideration for the rendering of the Services and for the entire duration of this Agreement, the Agency shall pay the Service Provider an amount not exceeding the total monthly service fee of **[INSERT AMOUNT]** inclusive of VAT; (hereunder referred to as "the Contract Price").

- 8.2 The Contract Price shall escalate on the anniversary date of the agreement in accordance with Consumer Price Index (CPI) as determined by the Statistics South Africa of which an average of the previous 12 (twelve) months shall be utilised to determine escalation; in accordance with the wage increases in terms of the Statutory Wage Determination, provided that the wage increases are in excess of the employees' remuneration as quoted in the pricing proposal, and also in excess of the CPI.
- 8.3 The Service Provider shall invoice the Agency monthly (in arrears) in respect of Services rendered.
- 8.4 The Agency shall pay the Service Provider for Services rendered within thirty (30) Business days from the date of receipt of the Service Provider's invoice. The payment will be effected in rands and by direct transfer into the Service Provider's banking account.
- 8.5 Prices charged by the Service Provider for the Services rendered under and for the entire duration of this Agreement shall not exceed the Contract Price. All Service charges invoiced by the Service Provider shall include VAT.
- 8.6 It is expressly recorded between the Parties that the Agency may set off any amount due to the Service Provider in the event that the Service Provider fails to satisfactorily perform any of its obligations in terms of this Agreement.

9. PENALTIES

- 9.1 If the Service Provider fails to perform the Services as specified in this Agreement, the Agency shall, without prejudice to any of its other rights, be entitled to impose penalties (in accordance with the penalties and rectification period structured in **annexure A** to this Agreement) on the Service Provider. The Agency shall be entitled to set-off a penalty fee against the Service Provider's invoice, an amount equal to the amount of the unperformed Services.
- 9.2 The Service Provider may; within five (5) days of being notified by the Agency of the intended imposition of the penalties, and within three (3) days thereafter, of its failure to implement the rectification process to the remove or rectify any defect(s) or cause(s) of complaint [failure to render the Services] in terms of the rectification period; if it disputes

the existence of the defect(s) or cause of complaint, declare a dispute in terms of clause 19 of this Agreement.

10. NATURE OF RELATIONSHIP

The Service Provider shall at all times remain independent of the Agency, and neither the Service Provider nor any employees or agents of the Service Provider shall be regarded as an employee of the Agency or have any expectation of employment by the Agency.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Intellectual Property owned by a Party, its vendors and/or Service Providers shall at all times remain the sole property of that Party, its vendors or Service Providers.

11.2 Neither Party shall in any manner, alter or effect changes to the Intellectual Property (and disclaimers) of the other Party, its vendors or Service Providers, without prior written approval of such Party.

12. CONFIDENTIALITY

12.1 Unless required by law, the parties must keep confidential and not disclose to any third party the terms of this Agreement, the results and information relating to each other's technical processes, business affairs or finances, know-how and intellectual property acquired in terms of this Agreement.

12.2 The parties undertake not to communicate to any person outside the scope of this agreements, or to publish either during the currency of the Agreement or after the termination or expiration thereof, any information obtained by the parties in the course of the tasks/functions being performed (the "confidential information") , without the other parties written consent.

12.3 In this regard confidential information shall include Personal Information as defined in the POPI Act (the "Act"). The Parties acknowledge that they are familiar with and undertake to comply with the provisions of the Act insofar as they pertain to:

- 12.3.1 Lawful processing of Personal Information;
- 12.3.2 Rights of data subjects;
- 12.3.3 Retention and restriction of records;
- 12.3.4 Safeguards for the integrity of Personal Information;
- 12.3.5 Notification of security compromises; and
- 12.3.6 Data subject's rights as they relate to direct marketing by means of unsolicited electronic communications.

12.4 The parties acknowledge that all terms in this clause 12 shall bear the same meaning as referred to in the POPI Act.

12.5 This clause shall continue to be binding on the parties notwithstanding any termination or cancellation of this Agreement or any part thereof.

13. WARRANTIES

13.1 Warranties in Respect of Services.

13.1.1 The Service Provider warrants that:

13.1.1.1 The Service Provider, its employees and any other party rendering the Services will perform the Services with the necessary diligence, care and skill as may be reasonably expected, having due regard to legislation and the specifications contained in this Agreement; and

13.1.1.2 All persons rendering the Services are and will be sufficiently qualified and possess the necessary skill and expertise.

13.1.2 If at any time during the rendering of the Services, the Agency discovers that the Service Provider is not adhering to the warranty contained in this Agreement, then and in that event, the Service Provider after having been duly notified, shall entirely at its own costs and expense, promptly correct such non-conformity; and shall work closely with the

representative of the Agency to ensure that the Agency accepts the standard of Services rendered.

- 13.1.3 The Service Provider will be held responsible for any theft committed or damage caused by its employees, whether or not same was due to an act, omission or negligence, and whether or not same was committed in the normal execution of their duties.
- 13.1.4 In the event of damages resulting from the provisioning of the Services, the Service Provider undertakes to rectify or repair the damages after having immediately been notified of same by the Agency. If the Service Provider fails to act timeously after having been notified, the Agency will rectify the damages and recover the costs from the Service Provider.
- 13.1.5 The Parties acknowledge that they do not enter into this Agreement on the basis of and do not rely on any representation, warranty or other provision, except as expressly provided in this Agreement; and all conditions, warranties or other terms implied by statutes or common law are excluded to the fullest extent permitted by law.

14. INDEMNITIES

- 14.1 The Service Provider indemnifies the Agency, its officers, directors, employees, agents and representatives (as well as their successors and assignees) (the “**Indemnified Parties**”) from and against any claims, costs, expenses, fines, penalties, loss and damages, whether foreseeable or unforeseeable and including loss and/or damages which may arise from:
 - 14.1.1 Any damages suffered by the Service Provider or its employees during the course of this Agreement;
 - 14.1.2 Any claim by a third party, incurred by the Indemnified Parties (or any of them) as a direct result of any breach by the Service Provider of any provisions of this Agreement (including any warranty set out herein);
 - 14.1.3 Claims of infringement of patent, trademark, or industrial design rights arising from the use of the Services or any part of them by the Indemnified Parties, and undertake to reimburse the Indemnified Parties upon demand for all damages incurred by them.

14.2 The Service Provider shall be liable for and hold the Agency harmless against any loss or damage, from any cause arising, which the Agency may sustain as a result of a breach of any warranty given by the Service Provider in this Agreement.

14.3 The provisions of clause 14 apply *mutatis mutandis* to the Agency.

15. IMPLEMENTATION AND GOOD FAITH

15.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to giving effect to the terms, conditions and purports of this Agreement.

15.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement and will accordingly:

15.2.1 Act reasonably, honestly and in good faith;

15.2.2 Perform their obligations diligently and with reasonable care; and

15.2.3 Make full disclosure to each other of any matter that may affect the implementation of this Agreement.

16. BREACH AND TERMINATION

16.1 Subject to clause 16.3 below, if either Party:

16.1.1 Commits any breach of this Agreement and fails to remedy the breach within ten (10) days after receipt from the other Party of written notice calling upon it to do so;

16.1.2 Commits or attempts to commit an act of insolvency (as defined in the Insolvency Act, No 24 of 1936, as amended), is provisionally or finally wound-up or placed under a provisional or final order of judicial management or liquidation or is sequestrated, or a special resolution is passed for the winding-up of such Party;

16.1.3 Compromises or makes an assignment for the benefit of (or attempts to compromise or make such assignment with) its creditors, the other Party shall be entitled, in addition to and without prejudice to any other right it may have in law or in terms of this Agreement, to:

16.1.3.1 Enforce specific performance of the terms of this Agreement; or

16.1.3.2 Cancel this Agreement; and

16.1.3.3 In either event (subject to clause 17), recover such damages as it may have sustained.

16.2 The Service Provider may only cancel this Agreement in the event that the breach is material and is not capable of being remedied by payment in money.

16.3 The Parties shall, within thirty (30) days of any cancellation or termination of this Agreement:

16.3.1 Return or dispose of all documents and any other mediums containing any confidential information of the other Party (as well as all copies, notes or reproductions thereof), including all Intellectual Property of the other Party in possession of such Party; and

16.3.2 Provide written certification, signed by a duly authorised representative of such Party, of that Party's compliance with clause 16.3.1.

16.4 The costs incurred by a Party in complying with clause 16.3 shall be for that Party's account.

16.5 In the event that the Agency terminates this Agreement due to a breach by the Service Provider, the Service Provider undertakes to assist in the transfer of the Services to the Agency or its nominee, at the Service Provider's sole cost and expense.

17. LIMITATION OF LIABILITY

17.1 Any claim/s by the Service Provider against the Agency howsoever arising shall in the aggregate be limited to the contract price. In any event, the Agency will not be liable to the Service Provider for: (a) indirect or special damages and/or (b) loss of income or profit,

howsoever arising whether or not caused by its employees, agents and/or contractors, and regardless of form or cause of action. The provisions of this clause are also stipulated for the benefit of the Agency's employees, agents and/or contractors.

17.2 Except in cases of negligence or misconduct and infringement, the aggregate liability of the Service Provider to the Agency, whether in contract, delict, or otherwise, shall not exceed the total contract price, provided that this limitation shall exclude the cost of remedial action in respect of defective Services.

18. FORCE MAJEURE

18.1 Neither Party shall have any claim against the other Party (the "Affected Party") for any delay or failure of the Affected Party to carry out any of its obligations under this Agreement arising from or attributable to any cause whatsoever beyond the control of the Affected Party ("*force majeure*"). A *force majeure* shall not include: (a) industrial action; (b) lock out; (c) strike; or (d) any other issue pertaining to a labour dispute.

18.2 The performance of the obligations of the Affected Party shall, subject to clause 18.2, be suspended for the duration of the *force majeure*. Upon cessation of the *force majeure*, this Agreement shall again become fully operative and the Affected Party shall immediately resume its performance.

18.3 If the suspension of performance continues for more than fifteen (15) consecutive business days, either Party may then summarily terminate this Agreement by written notice to the other Party.

19. DISPUTE RESOLUTION

19.1 If any dispute or difference of any kind whatsoever arises between the Parties in connection with or arising out of this Agreement, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

19.2 If, after ten (10) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either Party may give notice to the other Party of its intention to commence with mediation. No mediation may be commenced without giving the other Party such notice.

- 19.3 The Parties shall, by agreement, appoint a third party to act as a mediator to mediate in the resolution of the dispute. If the Parties are not able to agree on the mediator within five (5) business days from the date on which a Party demanded mediation in writing, the mediator shall be selected by the Secretariat for the time being of the Arbitration Foundation of Southern Africa (“AFSA”), or any successor body thereto.
- 19.4 Mediation proceedings will be conducted in accordance with the mediation rules of procedure set by AFSA or as directed by the mediator.
- 19.5 If such mediation fails to resolve the dispute, the dispute shall be finally resolved in a South African Court of law.
- 19.6 The mediation will be held *in camera* and will be kept confidential by the Parties.
- 19.7 Notwithstanding any reference to mediation and/or court proceedings herein –
- 19.7.1 The Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree in writing; and
- 19.7.2 The Agency shall pay the Service Provider any monies due and owing to the Service Provider.
- 19.8 The parties agree that the dispute resolution clause 19 herein shall supersede the dispute mechanism contained in clause 27 of the General Conditions of Contract (“GCC”), furthermore it is specifically agreed that clause 19 herein does not survive the termination or expiration of the agreement.
- 19.9 In the event that the dispute clause 19 is found to be invalid, unlawful or unenforceable and clause 27 of the GCC is invoked, the party’s specifically agree that in such an event clause 27 of the GCC shall not survive the termination or expiration of the Agreement.

20. INTERIM RELIEF

The provisions of clause 19 shall not preclude any party from accessing an appropriate court of law for interim relief pending the outcome of the mediation.

21. DOMICILIUM AND NOTICE

21.1 The Parties choose their respective domicilium addresses for all purposes hereunder at the addresses set out in clause 23.

21.2 A Party shall be entitled from time to time, by written notice to the other Party, to vary its *domicilium* address to any other address within the Republic of South Africa which is not a post office box or *poste restante*.

21.3 All notices given in terms of this Agreement shall be in writing and any notice given by a Party to another (the "Addressee") which –

21.3.1 Is delivered by hand shall be deemed to have been received by the Addressee on the first Business Day after the date of delivery; and

21.3.2 Is posted by pre-paid registered post from an address within the Republic of South Africa to the Addressee at its domicilium address for the time being shall be deemed to have been received by the addressee on the tenth (10th) Business Day after the date of such posting.

21.3.3 The Parties further agree for the avoidance of doubt that whether notice is served via hand or post a copy thereof will simultaneously be emailed to the recipient's as illustrated in clause 23 below.

21.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another shall be adequate notice or communication to such Party.

22. E-SIGNATURE

- 22.1 This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.
- 22.2 The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign).
- 22.3 The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Electronic Communications and Transactions Act 25 of 2002.

23. GENERAL

- 23.1 This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof.
- 23.2 The subsistence of this Agreement is dependent on the outcome of the vetting or security clearance of the Service Provider by the any authority mandated by the State; and should the outcome thereof be prejudicial in whatever manner to the operations of the Agency, the Agency shall notify the Service Provider of such an outcome. The Agency reserves the right to terminate this Agreement with immediate effect within five (5) days from the date of the Service Provider's receipt of the Agency's notification of the outcome.
- 23.3 No alteration or variation to, or consensual cancellation of this Agreement or this sub-clause shall be of any force or effect, unless it is recorded in writing and signed by the Parties.

- 23.4 The Service Provider must take out insurance to cover its equipment and any other thing used by the Service Provider in the execution of the Service Provider's obligations in terms of this Agreement.
- 23.5 The Agency shall from time to time be entitled to perform, *inter alia*, credit checks on the Service Provider and shall be entitled to engage the services of the International Trust Company, or any similar agency. Furthermore, the Agency is also entitled to perform security checks in respect of individual employees of the Service Provider; and where necessary, the Service Provider shall obtain written consent from its employees in this regard.
- 23.6 Nothing in this Agreement constitutes either Party as the agent, principal, representative or partner of the other, and no Party shall be entitled to hold out to any third party that the relationship between the Parties is that of a partnership, joint venture or the like.
- 23.7 No latitude, extension of time or other indulgence which may be given or allowed by a Party to the other Party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by a Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term of this Agreement.
- 23.8 No Party may cede its rights and/or delegate its obligations under this Agreement without the prior written consent of the other Party which shall not be unreasonably withheld.
- 23.9 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining provisions, which shall remain of full force and effect. If any invalid term is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.
- 23.10 The Parties shall each pay their own costs of negotiating, drafting, preparing and implementing this Agreement.

24. ADDRESSES

24.1 For the Agency:

Office of the Regional Executive Manager; Golden Acre Building; Cnr Adderley & Strand Streets; Cape Town , 8000

Email:..... legalwc@sassa.gov.za

24.2 For the Service Provider:

[INSERT ADDRESS]

Email address: [INSERT EMAIL ADDRESS]

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2023

AS WITNESSES:

1. _____
For and on behalf of: **Service Provider**
(duly authorised)

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2023

AS WITNESSES:

1. _____
For and on behalf of: **Agency**
(duly authorised)

ANNEXURE A1