

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA: 10-22-CS-HO

Bid Description: The South African Social Security Agency hereby invites proposals from potential service provider/s for the Leasing of office accommodation in any of the following areas:

- Sunnyside,
- Hatfield,
- Groenkloof,
- Brooklyn,
- Pretoria CBD or Arcadia in Pretoria for a period of five (5) years

Name of Institution: South African Social Security Agency (SASSA)

Place where goods, works or services are required:

National

Physical Address: SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria

Date Published: 16 August 2022

Closing Date / Time: 09 September 2022 @11:00am

Enquiries:

Contact Person: Ms Mathebe Mokobe

Email: HObuilding@sassa.gov.za

Telephone number: 012 400 2533

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 Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria

Compulsory Briefing Session N/A



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

South African Social Security Agency
Head Office

SASSA House • 18 Ferreira Street
Nelspruit • Private Bag X55662 • Nelspruit. 1200
Tel: +27 12 754 9346 • Fax: 086 656 4166
www.sassa.gov.za



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SASSA)					
BID NUMBER:	SASSA: 10-22-CS-HO	CLOSING DATE:	09 September 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	The South African Social Security Agency hereby invites proposals from potential service provider/s for the Leasing of office accommodation in any of the following areas: <ul style="list-style-type: none"> Sunnyside, Hatfield, Groenkloof, Brooklyn, Pretoria CBD or Arcadia in Pretoria for a period of five (5) years 				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA HEAD OFFICE, GROUND FLOOR; 501 PRODINSA BUILDING, CNR. STEVE BIKO AND PRETORIUS, ARCADIA, 0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Mathebe Mokone		CONTACT PERSON	Isaac Lipharama	
TELEPHONE NUMBER	012 400 2533		TELEPHONE NUMBER	012 400 2379	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	HObuilding@sassa.gov.za		E-MAIL ADDRESS	HObuilding@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B TERMS AND CONDITIONS FOR BIDDING

sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.			
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."			
SIGNATURE OF BIDDER:	DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

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

DATE:



PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....Bid numbe:SASSA:10-22-CS-HO.....

Closing Time 11:00 Closing date:09 September 2022

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	
-	At:	
-	Brand and model	
-	Country of origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
-	Delivery:		*Firm/not firm

** "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

A NON-FIRM PRICES SUBJECT TO ESCALATION

- $$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

P_a	=	The new escalated price to be calculated.
$(1-V)P_t$	=	85% of the original bid price. Note that P_t must always be the original bid price and not an escalated price.
$D_1, D_2..$	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors $D_1, D_2...$ etc. must add up to 100%.
$R_{1t}, R_{2t}.....$	=	Index figure obtained from new index (depends on the number of factors used).
R_{1o}, R_{2o}	=	Index figure at time of bidding.
VP_t	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

- Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

- [illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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.

1.2 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.

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.

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

.....

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;

STANDARD BIDDING DOCUMENT (SBD) 4

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.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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

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.

STANDARD BIDDING DOCUMENT (SBD) 4

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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed/exceed** R50 000 000 (all applicable taxes included) and therefore the **.....90/10.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)...**SOUTH AFRICAN SOCIAL SECURITY AGENCY**.... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number... **SASSA: 10-22-CS-HO** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

SBD 7.2

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

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	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	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



LEASING OF OFFICE ACCOMMODATION FOR SASSA HEAD OFFICE (GRADE B OR ABOVE BUILDING) FOR A PERIOD OF FIVE (5) YEARS IN ANY OF THE FOLLOWING AREAS: SUNNYSIDE, HATFIELD, GROENKLOOF, BROOKLYN, PRETORIA CBD OR ARCADIA IN PRETORIA

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1. PURPOSE

SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act no. 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act no. 13 of 2004). The Agency is mandated to ensure effective and efficient delivery of service of high quality with regard to the management and administration of social grants such that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well the integrity of the whole system.

2. OBJECTIVE

SASSA invite suitably qualified and experienced Property Developers/Investors or Facilities/Property Management service provider(s) to submit bids for the leasing of a single well-maintained secured, safe, existing (Grade B or above) office accommodation, covered parking, archive storage facilities and general storage facilities in any of the following areas: Sunnyside Hatfield, Groenkloof, Brooklyn, Pretoria CBD or Arcadia in Pretoria for a period of five (5) years.

3. PROBLEM STATEMENT

The Batho Pele principles sets out standards that government and its entities like SASSA, should maintain with regards to service delivery. There are clear implications of this principles for the design and management of government office buildings, including:

- (a) Providing adequate, well designed and clearly marked reception and public service areas so as to enable the general public to access the required services promptly and with ease;
- (b) Ensuring that government facilities used by the general public can be easily used by everyone including old people and people with disabilities and easily accessible by public transport.

4. SCOPE

Bidders are required to take into consideration that they will be responsible for fit out cost of the proposed building, this means that, all floor and finishes, wall and wall finishes, ceilings and bulkheads and etc. will be done by the bidder in



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

compliance to SASSA Corporate Identity Guidelines. The scope of this bid outline all SASSA requirements in compliance with the following:-

- 4.1 A grade B and above single building of 15000m²;
- 4.2 400 covered parking bay;
- 4.3 A building located at any of the following areas: Sunnyside Hatfield, Groenkloof, Brooklyn, Pretoria CBD or Arcadia in Pretoria;
- 4.4 Clear and paraplegic access to the building by SASSA beneficiaries and staff;
- 4.5 Emergency/alternative power supply in the event of power outages (Generator, UPS, Solar power that can sustain 15000m² in case of power outages and etc.).
- 4.6 Alternative water supply in the event of water outages that can sustain 15000m² in case of water outages.
- 4.7 Refuse removal during municipal strike and any other disruption.
- 4.8 Dedicated goods lift if a building is multi storey.
- 4.9 Talking lifts (Voice activated lift) with braille for people with special needs.
- 4.10 A dedicated assembly point for emergency evacuation.
- 4.11 A building which adheres to the following prescripts:-
 - 4.11.1 Occupational Safety Act, 1993 (Act 85 of 1993),
 - 4.11.2 Government Immovable Asset Management Act No.19 of 2007;
 - 4.11.3 National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977) published under Government Notice No. R 1081 of 10 June 1988;
 - 4.11.4 National Energy Act 34 of 2008;
 - 4.11.5 National Archives Act 43 of 1993;
 - 4.11.6 Emergency escape routes with signage as per NBR;
 - 4.11.7 SASSA Corporate Identity Guidelines (**See Annexure C**);
- 4.12 A compulsory site inspection will be conducted to view the building.



5. DELIVERABLES: THE PROPOSAL SHOULD INCLUDE THE FOLLOWING IN DETAILS

5.1 A comprehensive proposal for the provision of leasing of single building to SASSA which comprise of the following:-

5.1.1 Office accommodation in line with the attached SASSA needs assessment (**See Annexure A**);

5.1.2 SASSA should be allowed to install their equipment for SASSA's functionality for example ICT, wellness, OHS and Security and etc.

5.1.3 Secured, monitored and access controlled covered parking to accommodate all SASSA vehicles, staff vehicles, SASSA busses and trailers and visitors vehicles free from the risk of theft and damage to vehicles;

5.1.4 Should the building be a multi storey in excess of 800m², per floor, it should have sufficient ablution including paraplegic ablution for males and females in each floor.

5.1.5 A normal ratio of 15:1 on general ablution should be used.

5.1.6 The building should be equipped with energy saving technology to avoid high utility bills, e.g. energy saving equipment, motion sensors and etc.

5.1.7 SASSA will not be responsible for maintenance of the building including emergency services, SASSA will require a maintenance plan as to how often maintenance will take place on the following:-

5.1.7.1 Mechanical (Air conditioning, Lifts / escalators, Generators and etc);

5.1.7.2 Electrical (Light bulbs, hydro boilers and etc.);

5.1.7.3 General Building maintenance, plumbing (unblocking of sewer, sinks toilets, water pumps and etc.);

5.1.7.4 Maintenance of landscaping.

5.1.8 A clear proposal indicating total cost for the lease period breakdown of rental cost per square meter, operational charges if any, parking fees per bay if charging for parking as per the attached **Annexure B**, failure to attach annexure B in your bid may result in your bid being disqualified.



- 5.1.9 Drawings / proposed floor layout which clearly indicates the sizes of floors if the building is a multi-storey building; all offices as provided for on the needs assessment and their adequate loading capacity (Municipal approved drawings);
- 5.1.10 Bidders should provide grading of their buildings from an accredited institution;
- 5.1.11 A dedicated area for archives storage with fire extinguishing / cooling equipment to be installed and adequate loading capacity;
- 5.1.12 The type of an emergency power supply which will supply power due to electrical cut offs, the emergency power supply should be able to provide power to the entire building (15000m²) and to the server room during power cut off;
- 5.1.13 A server room which meets following SASSA server room requirements:-
- 5.1.13.1 Server room size in line with the needs assessment;
 - 5.1.13.2 Four side of concrete wall and should not have exterior windows;
 - 5.1.13.3 Server room raised flooring (at least 30cm high) with access ramp;
 - 5.1.13.4 Power supply and cooling to meet Tier 3 Datacentre requirement (i.e. Dual/separate power feed from DB1 and DB2, generator power supply with dual ATS, and dual computer room air conditioning (CRAC) unit for cooling with monitoring;
 - 5.1.13.4 UPS connected to the alternative power supply;
 - 5.1.13.5 Fully automatic gas fire suppression systems for the server room;
- 5.1.14 Security control room which is in line with the SASSA needs assessment.
- 5.1.15 The successful bidder will be expected to submit a proposal indicating a demonstration of ability to execute refurbishments including tenant installation (project plan with timelines) upon award, the service provider must on his proposal factor the time he/she will consult with the Agency Project Manager to discuss the floor layouts.
- 5.1.16 Bidders should provide a clear map indicating the location of the proposed building within specified areas.



6. REQUIREMENTS OF THE PROPERTY

6.1 The property must meet all relevant legislative requirements.

Bidder must provide all certification of compliance prior to occupation including but not limited to the following:-

- Occupation certificate;
- Fire certificate;
- Plumbing;
- Electrical, certificate of compliance;
- Manuals for all electromechanical and etc.

6.2 Compliance requirements:

The bidder is required to submit a letter of undertaking/commitment to comply with all the listed certificates on submission of the bid.

The following municipal services must be available on occupation:-

- Water and Sanitation;
- Electricity;
- Refuse removal services.

NB: All of the above will be required prior occupation and signing of the Lease Agreement.

7. CONDITION OF THE BID

7.1 Bidders are advised to:-

- Thoroughly read the TOR and examine all annexures prior to submitting proposals;
- Acquaint themselves with the geographical location of the building to be leased;
- Assess the extent and nature of all requirements.

Note: *No claim on the ground of lack of knowledge in respect of the above will be entertained.*

7.2 All information, documents and specifications for this process and the entire lease period must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Agency.



- 7.3 Where possible, the Agency will furnish the successful bidder with available information that might be necessary for execution of the lease agreement.
- 7.4 Bidders are requested to bid for the complete tender and not a part thereof as incomplete bids will be disqualified.
- 7.5 The Agency reserves the right to award or not to award the bid.
- 7.6 The Agency reserves the right to award the bid to the bidder with the most suitable building to satisfy SASSA's requirements not only to the lowest price.
- 7.7 The Agency will not be held liable for any expenses incurred by bidders during this bid process.
- 7.8 Bids containing misrepresentation of any facts will, upon discovery, be immediately be disqualified. SASSA reserves the right to cancel the contract of the winning bidder/s if this misrepresentation is discovered after the awarding of the contract.
- 7.9 A letter of confirmation from the municipality confirming that the bidders accounts is up to date.
- 7.10 All tender prices must be in South African Rands and fully inclusive of all costs and Value Added Tax. No amortization or additional costs will be paid by the Agency. Failure to provide a fully inclusive price may disqualify the bid.
- 7.11 A direct lease agreement will be entered into between SASSA and a single legal entity.
- 7.12 Payment of rental will only commence on date of occupation.
- 7.13 The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific need of SASSA in accordance with the needs assessment attached.
- 7.14 Bidders should submit a map which indicate the area where their buildings are located in terms of the City of Tshwane demarcation.
- 7.15 Bids that are submitted by the Property Agents on behalf of the landlord should be accompanied by the landlord's documentation as evaluation will be done against the landlord's information. The Property Agent should present power of attorney letter from the landlord confirming that they are acting on behalf of the landlord to represent them for this bid, failure to submit this may disqualify your bid.
- 7.16 Bidders should attach confirmation letter confirming that their building will be available for beneficial occupation by 1 March 2023, bidders who fails to indicate that their building will be ready by 1 March 2023 will be disqualified.
- 7.17 Physical inspection will be conducted to verify the existence of the property.



8. CONTRACT LEASE PERIOD

The offer to lease will be signed by both SASSA and the successful service provider. A final lease agreement will be entered into between SASSA and the successful service provider for a period of 5 years.

9. ADMINISTRATIVE REQUIREMENTS

- Proof of registration with CSD.
- Tax compliance certificate or PIN.
- Certified copy of the founding statement (SK1) if the firm is a close corporation.
- Article of agreement (CM1) and shareholding certificate endorsed by an auditor if the firm is a company for the bidding entity. If the property offered is held by the holding company which is not the tendering entity, the shareholding certificate of that holding entity must be submitted as well.
- Articles of association and shareholding certificate, endorsed by an auditor if the firm is a private company (Pty) Ltd. If the property offered is held by the holding company which is not the tendering entity, the shareholding certificate of that holding entity must be submitted as well.
- In the event of a bidder being a public company, a letter from their auditor certifying their status as a public company and attached thereto a certified copy of the bidder's article of agreement.
- Copy of Joint Venture (JV) agreement if bidder is a JV/and or consortium.
- A certified copy of original building plan approval for the subject property when developed.

NB: Failure to submit the above required documentation may result in your proposal being disqualified.

10. BRIEFING SESSION

No briefing session will be held.

11. ENQUIRIES

All enquiries regarding this bid must be addressed to the following email:

HObuilding@sassa.gov.za



12. CONTRACT MANAGEMENT AND COORDINATION

The Property Management Unit at SASSA Head Office will be responsible for the coordination and management of this bid.

13. EVALUATION CRITERIA

This tender will be evaluated on the 90/10 principle and in three phases below. The evaluation team will evaluate each of the proposals received against the criteria and weightings reflected below.

Phase 1: Stage1: Pre-Qualification

Only bidders with B-BBEE Level 1 to 4 will be considered for this bid, bidders will not be pre-qualified on EME and QSE as it will not be possible, and subcontracting will also not be possible for this bid.

Phase 1: Stage 2: Special Condition (bidders who do not pass this criteria will not be evaluated further)

- i) **Location:** Sunnyside, Hatfield, Groenkloof, Brooklyn, Pretoria CBD or Arcadia in Pretoria (proof of address such water and electricity statement, letter from the bank, proof of ownership and etc. of the building location and map which indicate the area where their buildings are located);
- ii) **Building Grade: B and above** (proof of grading from SAPOA in a form of certificate or letter);
- iii) **Size:** (Gross lettable Area) GLA of a minimum of 15 000 m² (Municipality approved plans indicating the sizes of the building) ; and
- iv) **Parking:** 400 covered parking bays (parking layout plans).

Phase 2: Functional Evaluation Criteria

1- Poor; 2- Fair; 3-Good; 4- Very Good; 5- Excellent

a) Suitability:	50
Single building to accommodate SASSA alone (5)	
Single building with SASSA and one tenant (4)	
Single building with SASSA more than one tenants (3)	
None of the above	
b) Maintenance Plan of the following	30
Submit a detailed maintenance plan for all planned and unplanned building maintenance services by bidders as per paragraph 5.1.7 above.	
i) Mechanical	



ii) Electricity; iii) General Building iv) Landscaping	
c) Response to the following plan i) Plan to address water and sanitation outages ii) Plan to address electricity outages iii) Plan to address refuse removal	20
Total	(100)

Please note: A bidder who score less than **70 points** on the functional criteria will be not be eligible for further evaluation.

Phase 3: Price and Preference

- Prospective service providers to provide fixed price for the duration of the lease period e.g. year 1 to 5 as per **Annexure B**.
- Total Cost must be VAT inclusive and quoted in South African Rand.
- Costing should be aligned with the project activities.

CRITERIA	WEIGHT
Price	90
B-BBEE Status level contributor	10
Total	100

B-BBEE Status Level Contributor

- Provision of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its regulation will apply in terms of awarding points.
- Points will be awarded to bidders for attaining the B-BBEE status level of contributor in accordance with the table below:



B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- A trust or joint venture including unincorporated consortium must submit a consolidated B-BBEE status level verification certificate.

NB: Failure to submit a certificate from accredited verification agency substantiating the B-BBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE



ANNEXURE A

NEEDS ASSESMENT

SERIAL NO	DESCRIPTION OF ROOM	PROPOSED PU	NORM PER PU	ASM	REMARKS
	ASSIGNABLE AREA (80%)				
	ADMINISTRATION				
1	CHIEF EXECUTIVE OFFICER (LEVEL 16)	1	30.00	30.00	
2	EXECUTIVE MANAGER (LEVEL 15)	8	25.00	200.00	
3	GENERAL MANAGER (LEVEL 14)	20	20.00	400.00	
4	SENIOR MANAGER (LEVEL 13)	50	18.00	900.00	
5	MANAGER (LEVEL 11-12)	83	16.00	1328.00	
6	SPECIALIST/ ASSISTANT MANAGER (LEVEL 9-10)	68	12.00	816.00	
7	PRACTITIONER (LEVEL 8)	67	10.00	670.00	
8	OFFICER/ CHIEF CLERK / SUPERVISOR (LEVEL 7)	78	8.00	624.00	
9	CLERK (LEVEL 3-5)	112	6.00	672.00	
	OTHER ACCOMMODATION				
10	CEO's BOARDROOM	1	60.00	60.00	
11	BOARDROOMS	20	70.00	1400.00	
12	EXECUTIVE MEETING ROOM	9	40.00	360.00	
13	MEETING / INTERVIEW ROOMS	30	12.00	360.00	
14	TRAINING ROOMS	16	60.00	960.00	
15	CONFERENCE FACILITY	1	1250.00	1250.00	
16	INFORMATION RESOURCE CENTRE / LIBRARY	1	200.00	200.00	
17	EMPLOYEE WELNESS CONSULTING ROOM	2	20.00	40.00	
18	FIRST AID / SICK ROOM	2	30.00	60.00	
19	TEA KITCHENS	20	8.00	160.00	
20	GENERAL STORE ROOMS	20	50.00	1000.00	
21	STATIONERY STORE ROOM	1	60.00	60.00	
22	ASSETS STORE ROOM	1	100.00	100.00	
23	TENDER STORE ROOM	1	70.00	70.00	
24	ICT STORE ROOM	1	70.00	70.00	
25	SECURITY STORE ROOM	1	20.00	20.00	
26	CLEANERS STORE ROOM	10	16.00	160.00	
27	STRONG ROOMS	4	50.00	200.00	
28	RECEPTION AREA	1	250.00	250.00	MAIN RECEPTION WITH WAITING AREA
29	SECURITY CONTROL ROOM	1	40.00	40.00	
30	HCM REGISTRY	1	100.00	100.00	
31	CENTRAL REGISTRY	1	150.00	150.00	
32	CASHER	1	16.00	16.00	
33	PHOTOCOPY ROOM	5	16.00	80.00	
34	PAUSE AREAS	10	30.00	300.00	
35	TRAVEL CENTRE	1	80.00	80.00	
36	SERVER ROOM	3	24.00	72.00	
37	CONSULTANTS	8	40.00	320.00	
38	AUDITOR-GENERAL	1	80.00	80.00	
39	CALL CENTRE	1	250.00	250.00	
40	TRADE UNION REPRESENTATIVES	3	16.00	48.00	
43	MEDIA ROOM	1	100.00	100.00	
44	ARCHIVES	1	150.00	150.00	
45	ADEQUATE MALE ABLUTION FACILITIES				ON EACH FLOOR
46	ADEQUATE FEMALE ABLUTION FACILITIES				ON EACH FLOOR
47	ABLUTION FACILITIES FOR DISABLED PEOPLE				ON EACH FLOOR
48	TOILET AND SHOWER FOR THE CEO				CEO OFFICE EN SUITE
48				794.00	FUTURE GROWTH AND ADJUSTMENTS DURING SPACE CONFIGURATION
	ASSIGNABLE AREA		ASM	15000.00	
49	PARKING	400.00			
	GROSS AREA			15000.00	

ANNEXURE B



Pricing Schedule sample: Leasing of SASSA Head Office for a period of 5 years in Hatfield, Sunnyside, Groenkloof, Pretoria CBD or Arcadia in Pretoria.

Period	Office Accommodation Rental Amount Per Month	Parking Rental Per Month	VAT	Total Annual Rental
Year 1				
Year 2 (Price Including escalation)				
Year 3 (Price Including escalation)				
Year 4 (Price Including escalation)				
Year 5 (Price Including escalation)				
TOTAL				



[pricing the right social grant, to the right person, at the right time and place]

ANNEXURE C



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

CORPORATE INTERIOR GUIDELINES

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

MISSION

OUR VISION:

To ensure a better life for all South Africans by providing world class social security services

OUR MISSION







To administer quality social services, cost effectively and timeously using appropriate best practice by:

Developing and implementing policies, programmes and procedures for an effective and efficient social grants administration system;

Paying the right amount, to the right person, at the right time and at the most convenient place that he or she may choose;

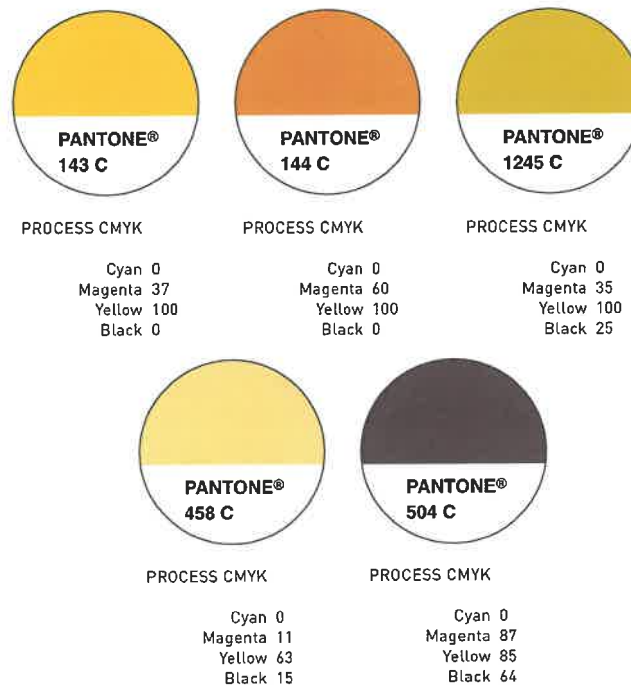
Delivering innovative, cost effective and efficient services to individuals, their families and community groups via multiple and easy access channels using modern technology

PRIMARY CORPORATE COLOURS

<p>SASSA RED</p>  <p>PANTONE® 1795 C</p> <p>PROCESS CMYK</p> <p>Cyan 0 Magenta 94 Yellow 100 Black 0</p>	<p>SASSA BLUE</p>  <p>PANTONE® 2935 C</p> <p>PROCESS CMYK</p> <p>Cyan 100 Magenta 46 Yellow 0 Black 0</p>	<p>SASSA YELLOW</p>  <p>PANTONE® 130 C</p> <p>PROCESS CMYK</p> <p>Cyan 0 Magenta 30 Yellow 100 Black 0</p>
<p>SASSA GREEN</p>  <p>PANTONE® 3415 C</p> <p>PROCESS CMYK</p> <p>Cyan 100 Magenta 0 Yellow 77 Black 22</p>	<p>SASSA BLACK</p>  <p>PANTONE® BLACK C</p> <p>PROCESS CMYK</p> <p>Cyan 65 Magenta 0 Yellow 0 Black 100</p>	<p>SASSA BLACK</p>  <p>PANTONE® 70% BLACK</p> <p>PROCESS CMYK</p> <p>Cyan 0 Magenta 0 Yellow 0 Black 70</p>

The Sassa colour palette is derived from our logo. Use specified as above. Convert CMYK to RGB when required, but it is preferred that you use the Pantone palette for consistency. Let us limit creativity to our specified colour palette specification. While this is our primary reproduction colour palette, it may not be appropriate for interior decoration purposes. As a result, we have developed a secondary colour palette that complements our primary print colours.

SECONDARY CORPORATE COLOURS



Our secondary colour palette uses natural earthy tones that complement our primary print colour palette. We would like to convey a warm atmosphere, professional and approachable atmosphere in our office environments. The colour that we have isolated for our office interior is a warm straw colour - Pantone 458C as the overall wall coat complemented by a more vibrant Pantone 144C for the fabric of some of the chairs.

USE OF COLOUR FORMAT



Wherever possible the corporate signature should appear in full colour if not in black. We are a bright and colourful organisation and our logo represents that in full splendour. Therefore we would like to flaunt our dynamism at all times, and therefore we would like to use our full colour logo at most times. Note that the full colour logo is to be used on a white background only. In situations where we are faced with a colour background, we then use the Sassa logo reversed white out of our colour palette only.

OFFICE INTERIOR



In portraying a professional image, it is important that we create a work environment that exudes confidence and productivity. A warm environment that consists of simple clean lines is essential. Our overall straw colour, Pantone 458C allows for accessories to be in our vibrant primary palette thus tastefully lifting the look and feel of the environment without making it look tacky.

SHOP FRONTS

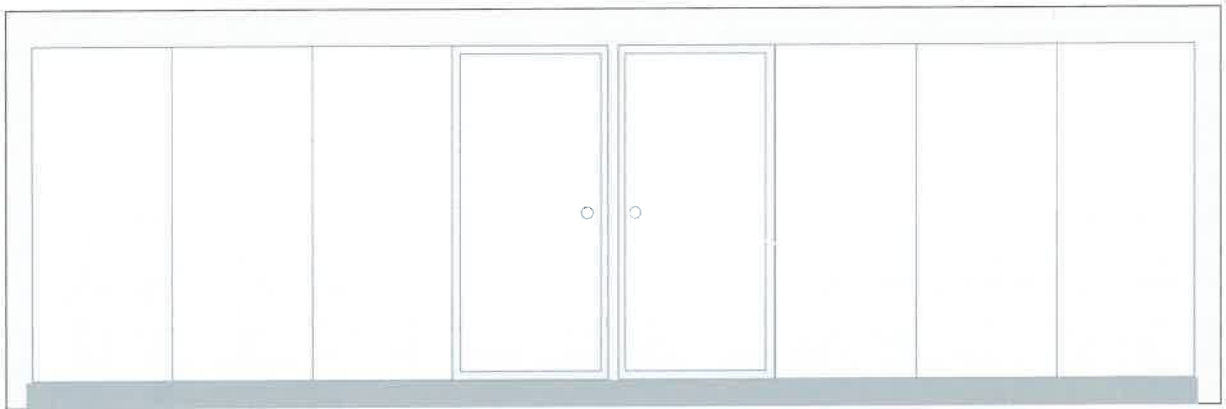
FRONT ELEVATION



The shopfront illustrated is just an example of a typical corporate identity application and serves as a guideline. The Aluminium frame work of new shopfronts to be powder coated to match C3-7. If shop fronts are existing, it may remain in the natural aluminium or other colour. The fascia must however be in the corporate colours as indicated above with decals of the logo and our secondary curve graphic as indicated on the glass.

GLASS BOARDROOMS

FRONT ELEVATION



This is an example of how our secondary curve graphic works as a decal onto glass to give individuals within the boardroom a bit of privacy while still maintaining the open plan concept through the use of glass boardrooms. The decal is a frosted decal which is laminated onto the glass surface. The crisp cross lines of our graphic accentuate the concept of flowing movement, creating the notion of a dynamic environment.

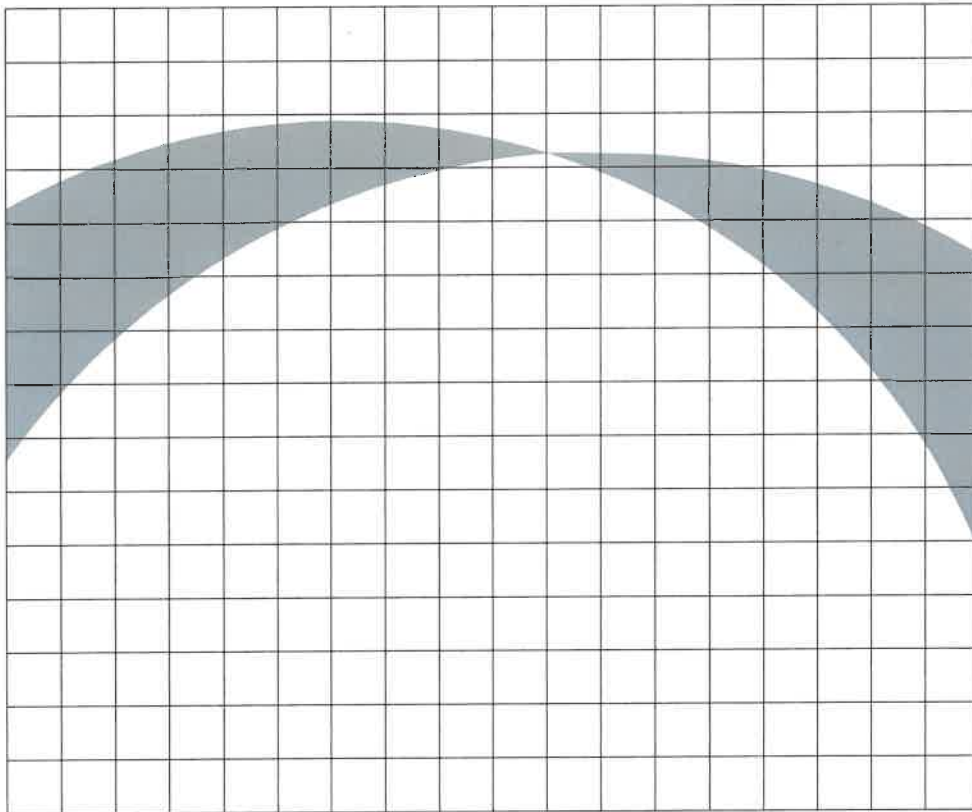
CARPETS



All offices to be carpeted with 500 x 500 x 6.5mm Belgotex Red Oxide Berber Point 920 tiles. The colour of the carpet tiles has been chosen to obscure any dirt that may collect, while at the same time being very hard-working and durable. They are to be utilised in high volume area, especially reception areas.

FLOOR PATTERN

PUBLIC AREAS



Transit 8 x 8 (Mushroom) and/or a colour tile that is closest to our Pantone 458 C general floor tiles. The tile are placed in high volume area where our clientele frequent our premises. They are both durable and easy to clean. You will note that our flowing curve devise is used creatively to enhance the space provided.

FLOORS

TOILETS



All toilets are to be tiled with 300 x 300 x 2.5 Marleyflex Beige (Match Pantone 458C). Other approved flexible floor tiles to be laid in strict accordance with the Manufacturer's instructions. This type of tiles are designed for use in the toilet and kitchen areas. They are easy to clean and sanitary, making them perfect for areas where germs may be lurking. They must also match the floor tile of the various areas. Tiles are a very important part of our internal décor. Beige and dark brown tiles are placed on the wall and combine for a dramatic contrast in toilet or kitchen areas.

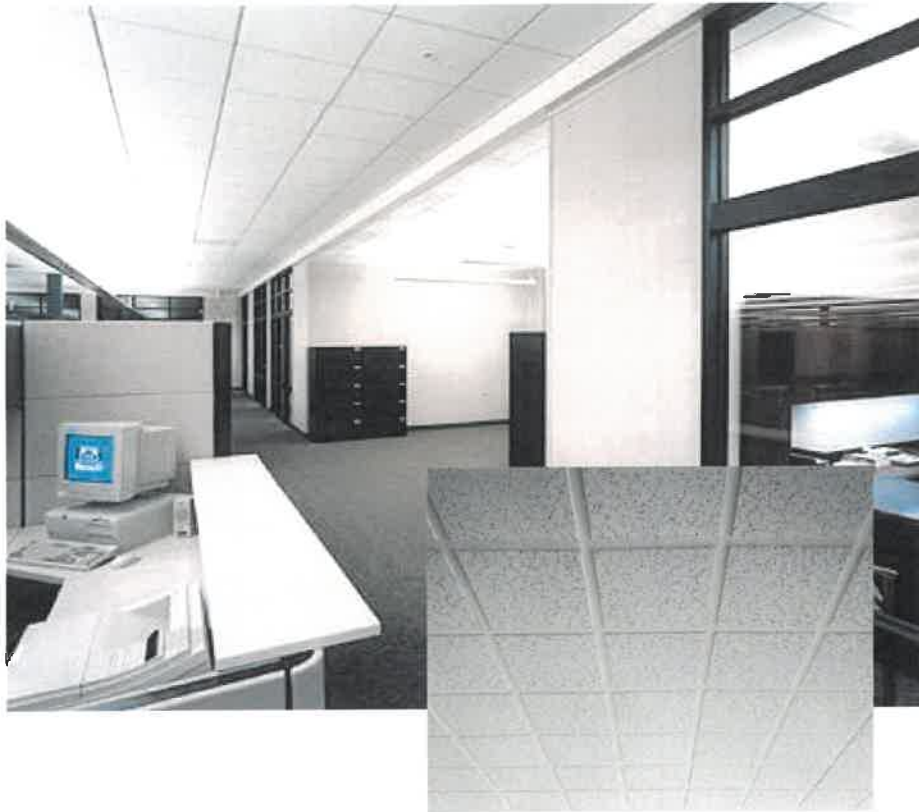
SKIRTINGS



75mm Natural anodised aluminium skirting to Dery-wall partition of 75mm Maple skirting painted with high gloss enamel paint, colour C 3-7. Timber skirting, which is visible to our customers, has a very important role to play in the overall design ambience. Thus the skirting has been designed both in maple, to match the counters and desks, and incorporates an aluminium runner to match the overall stainless steel look. It has also been designed specifically for the frontline areas.

No skirting to toilets.

CEILINGS



Ceilings can either be plastered concrete or gypsum plaster-board or suspended ceilings. All plastered or board ceilings to be painted with white PVA paint. Suspended ceilings are always designed at a height of 2.7 m from the finished floor which is a mandatory standard for all branches. Note: Deviation to a lower height of 2,4 m (absolute minimum) may only be considered in extreme circumstances.

WALLS



**Plascon
Rice Paper
VEL 45**



**Micatex
Kalahari
BBO 3110**

All interior walls are to be painted with Plascon Rice Paper VEL 45. All exterior walls are to be painted with Micatex Kalahari BBO 3110.

DOORS



All doors are to be 0.813 x 2032 x 44mm flush laminated doors hung in standard steel door linings and fitted with two mortice locks with satin chrome plated handles. Steel door linings to be painted high gloss enamel paint C3-7. Doors to be painted eggshell enamel paint B20-7

LIGHTING



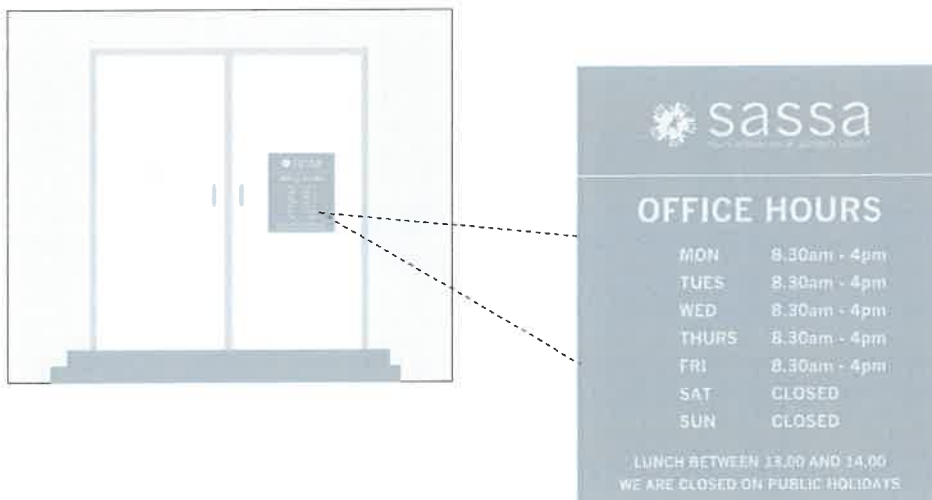
Lighting intensity to be a minimum 300 Lux on offices and 500 Lux in public areas. To underside of ceiling fit 1 200 flush recessed fluorescent light fittings with prismatic acrylic cover.

PROJECTING SIGNS



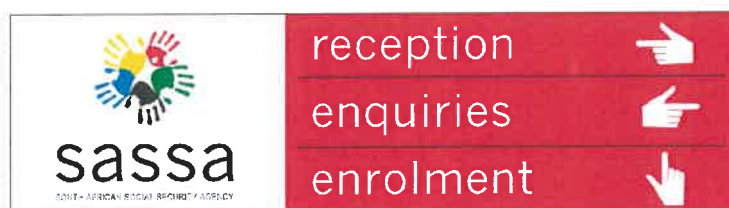
Wall projecting signs typically appear in prominent positions where they can be seen by members of the public. They also carry directional arrows and content that informs visitors and staff. Wall projecting signs are situated at right angles to the mounting surface.

BUSINESS HOURS DECALS



The business hours decal appears on the entrance doors.

INDICATORS



A list of approved suppliers are available from the Department Head Office.