

DALRRD-MP0002 (2022/2023)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT – MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.

THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE : 01 September 2022

TIME : 11:00

**VENUE : 30 Samora Machel Drive, 4th Floor, Entertainment Area
Restitution House
Nelspruit**

CLOSING DATE: 09 September 2022 AT 11:00

TECHNICAL ENQUIRIES : Mr BN Zwane
TEL : 013 754 8000/
EMAIL : bhekumuza.zwane@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. D Rudolph
TEL : 013 754 8000/34
EMAIL : DRudolph@dalrrd.gov.za

TECHNICAL PROPOSAL – PART 1 OF 2

LA 1.1



rural development & land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Ms Reabetswe Makena: **Tel:** (012) 312 9518

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF RURAL DEVELOPMENT
AND LAND REFORM

BID NUMBER: DALRRD-MP0002 (2022/2023)

CLOSING TIME: 11H00

CLOSING DATE: 09 September 2022

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE
ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.3, SBD4, SBD 5, SBD6.1, SBD 8, SBD9 , Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully,

INFRASTRUCTURE PROCUREMENT UNIT

LA 1.3

MAP TO BIDDER BOX (B BOX)

DALRRD-MP0002 (2022/2023) CLOSING DATE: 09 September 2022 AT 11:00am

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM)

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

**Department of Agriculture Land
Reform and Rural Development
Demand and Acquisition
Management (BIDS)
17 Van Rensburg Street, Block E,
6th Floor, Tender Box
Nelspruit
1200**

**THE BID BOX OF THE OFFICE OF THE
DEPARTMENT OF RURAL
DEVELOPMENT & LAND REFORM IS
OPEN 24 HOURS A DAY, 7 DAYS A
WEEK. THE BID BOX WILL BE CLOSED
AT 11H00 WHICH IS THE CLOSING TIME
OF BIDS.**

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT
ADDRESS**

SUBMIT YOUR BID IN A SEALED ENVELOPE

Annexure A

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 anything 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the 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 (NIP) Programme** 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.

**PART A (SBD1)
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	DALRRD-MP0002 (2022/2023)	CLOSING DATE:	09/09/2022	CLOSING TIME:	10:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT – MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**17 Van Rensburg Street, Bateleur Building
Nelspruit, 6th Floor, Tender Box**

SUPPLIER INFORMATION

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
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SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	
---	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
--------------------------------------	--	--	--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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:

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on 20 May 2000,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no CRDP 0006, and any contract which may arise there from,	
on behalf of <i>Mabel House (Pty) Ltd.</i>	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	(Signature of A.F Jones)
As witnesses:	
1.
2.
Signature of person authorised to sign the tender:	
Date:	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



Application for a Tax Clearance Certificate

Purpose

Select the applicable option.....Tenders Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no						Company/Close Corp. registered no					
Income Tax ref no						PAYE ref no	7				
VAT registration no	4					SDL ref no	L				
Customs code						UIF ref no	U				
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R			
E-mail address											
Physical address											
Postal address											

Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no						Income Tax ref no					
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R			
E-mail address											
Physical address											

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**PRICING SCHEDULE FOR THE RENDERING OF
CLEANING AND HYGIENE SERVICES FOR THE
DEPARTMENT OF AGRICULTURE, LAND REFORM AND
RURAL DEVELOPMENT – MPUMALANGA PROVINCIAL
SHARED SERVICE CENTRE FOR A PERIOD OF 36
MONTHS.**

PRICING SCHEDULE

NAME OF SERVICE PROVIDER:
Bid NO.: DALRRD-MP0002 (2022/2023)
CLOSING DATE AND TIME: 09 September 2022 at 11:00

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY
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BID PRICE MUST BE INCLUSIVE OF VALUE ADDED TAX

- 1. The accompanying information must be used for the formulation of proposals.

TOTAL PRICE

R.....

Bid offer must remain valid for the period of 90 days after the closing date.

- **NB: Monthly costs of supervisor, cleaners and relievers must be inclusive of all hidden costs (UIF, Bonus, COIDA, skills development levy & provident fund)**
- **All cleaning equipment and detergents must be provided by the bidder.**
- **For the duration of the contract the Prices are Fixed and firm including the provision of the Sectoral Determination.**

A. LABOUR RATES

CLEANER WAGE CALCULATION

BASIC SALARY	Year 1	Year 2	Year 3
Hourly Rate	R		
Daily Rate (8 hours per day)	R		
Weekly Wage (5 days per week)	R		
Basic Monthly Wage (4.333 weeks per month)	R		
ADDITIONAL COST			
Provision for annual leave	R		
Provision for sick leave	R		
Provision for family responsibility leave	R		
Provident fund (5.25% of Basic Monthly Wage)	R		
Bonus (year-end bonus equivalent to basic monthly wage at minimum /12)	R		
UIF (1% of basic monthly wage)	R		
COIDA	R		
SDL (1% of basic monthly wage)	R		
Others (e.g. Uniform)	R		
Total Monthly Wage - A	R		
Total Monthly Wage X 8 cleaners	R	R	R
Total (Year1 + Year 2 + Year 3)			

SUPERVISOR WAGE CALCULATION

BASIC SALARY	Year 1	Year 2	Year 3
Hourly Rate	R		
Daily Rate (8 hours per day)	R		
Weekly Wage (5 days per week)	R		
Basic Monthly Wage (4.333 weeks per month)	R		
ADDITIONAL COST			
Provision for annual leave	R		
Provision for sick leave	R		
Provision for family responsibility leave	R		
Provident fund (5.25% of Basic Monthly Wage)	R		
Bonus (year-end bonus equivalent to basic monthly wage at minimum /12)	R		
UIF (1% of basic monthly wage)	R		
COIDA	R		
SDL (1% of basic monthly wage)	R		
Others (e.g. Uniform)	R		
Total Monthly Wage - B	R		
Total Monthly Wage X 2 Supervisor	R	R	R
Total (Year1 + Year 2 + Year 3)			

TABLE 1: CLEANERS AND SUPERVISOR(S)' WAGES

DESCRIPTION	TOTAL COST FOR THE FULL DURATION OF CONTRACT
CLEANERS Total (Year1 + Year 2 + Year 3)	R
SUPERVISOR(S) Total (Year1 + Year 2 + Year 3)	R
SUBTOTAL COST (EXCL VAT)	R
VAT	R
TOTAL COST INCLUDING VAT	R

TABLE 2: CLEANING EQUIPMENTS, MACHINERY AND CLEANING DETERGENTS

DESCRIPTION	TOTAL COST YEAR 1	TOTAL COST YEAR 2	TOTAL COST YEAR 3
Cleaning Equipment and Machinery	R..... ...	R.....	R.....
Cleaning Detergents as per scope of work	R..... ...	R.....	R.....
Disinfectants	R..... ...	R.....	R.....
SUBTOTAL COST (EXCL VAT)			R.....
OTHER (e.g. Profit, Operational costs, etc.)			R.....
VAT @ 15%			R.....
TOTAL COST FOR THE PROJECT (INCL VAT)			R.....

TABLE 4. HYGIENE SERVICES AND REPLENISHMENT

HYGIENE SERVICE TASK DESCRIPTION	TOTAL COST YEAR 1	TOTAL COST YEAR 2	TOTAL COST YEAR 3
SUPPLY, INSTALLATION AND MAINTENANCE OF SANITARY DISPOSAL BINS	R.....	R..... ...	R.....
SUPPLY , INSTALLATION, MAINTAINANCE AND REPLENISHMENT OF SANITARY BAGS DISPENSER	R.....	R..... ...	R.....

SUPPLY, INSTALLATION , MAINTAINANCE AND REPLENISHMENT OF TOILET SEAT SANITIZER DISPENSER WITH SANITIZER	R.....	R..... ...	R.....
REPLENISHMENT OF HAND WASH LIQUID SOAP DISPENSER	R.....	R..... ...	R.....
SUPPLY, INSTALLATION, MAINTENANCE AND REPLENISHMENT OF AUTOMATIC PAPER DISPENSER	R.....	R..... ...	R.....
SUPPLY, INSTALLATION, MAINTENANCE AND REPLENISHMENT OF AUTOMATIC AIR FRESHENER DISPENSER	R.....	R..... ...	R.....
SUPPLY AND REPLENISHMENT OF TOILET PAPERS	R.....	R..... ...	R.....
SUPPLY AND REPLENISHMENT OF URINAL SANITIZER	R.....	R..... ...	R.....
SUPPLY AND REPLENISHMENT OF AUTO TOILET SANITIZER AND STERILIZER	R.....	R.....	R.....
TOTAL COST EXC VAT			R.....
VAT @ 15%			R.....
TOTAL FOR THE DURATION OF THE CONTRACT (INCL VAT)			R.....

TABLE 5. SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST OF THE PROJECT FOR THE DURATION OF THE CONTRACT
TABLE 1: TOTAL COST CLEANERS AND SUPERVISOR(S)' WAGES	R.....
TABLE 2: TOTAL EQUIPMENT, MACHINERY AND DETERGENTS INCLUDING VAT	R.....
TABLE 3: TOTAL COST FOR HYGIENE SERVICES INCLUDING VAT	R.....
TOTAL BID PRICE	R..... (Should reflect on SBD 1 as well)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

2.3 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 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.

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.

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
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

.....

.....



DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

SUPPLIER MAINTENANCE:

BAS PMIS LOGIS WCS CONTRACTOR
 CONSULTANT

Head Office Only	
Captured By:	
Date Captured:	
Authorised By:	
Date Authorised:	
Supplier code:	
Enquiries. :	
Tel. No.:	

OFFICE:

The Director General : DEPT OF RURAL DEVELOPMENT AND LAND REFORM

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibiliy for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details

Registered Name	
Trading Name	
Tax Number	
VAT Number	
Title:	
Initials:	
First Name:	
Surname:	

Postal and Street Address Detail of the Company / Individual

Postal Address					
Street Address					
Postal Code	<table style="display: inline-table; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>				

New Detail

<input type="checkbox"/> New Supplier information	<input type="checkbox"/> Update Supplier information	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
Supplier Type:	Individual Company CC	Department Trust Other (Specify)	Partnership																			

Supplier Account Details

This field is compulsory and should be completed by a bank official from the relevant bank

Account Name

Account Number
 Branch Name
 Branch Number

Account Type Cheque Account Savings
 Account Transmission
 Account Bond Account
 Other (Please Specify)

ID Number Passport Number

Company Registration Number

*CC Registration
 *Please include CC/CK where applicable

Practise Number

Bank stamp
 It is hereby confirmed that this details have been verified against the following screens
ABSA-CIF screen
FNB- Hogans system on the CIS4/CUPR
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Contact Details

Business	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Area Code	TelephoneNumber	Extension
Home	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Area Code	TelephoneNumber	
Fax	<input type="text"/>	<input type="text"/>	
	Area Code	Fax Number	Extension
Cell	<input type="text"/>	<input type="text"/>	
	Cell Code	Cell Number	
Email Address	<input type="text"/>		
Contact Person:	<input type="text"/>		

Supplier Signature	Departmental Official
Print Name	Print Name
	Rank
<input type="text"/>	<input type="text"/>

Address of Rural Development and Land Reform Office where form is submitted from

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

NB: All relevant fields must be completed



**agriculture, land reform
& rural development**

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

CHIEF DIRECTORATE: PROVINCIAL SHARED SERVICE CENTRE: MPUMALANGA

DIRECTORATE: MPUMALANGA SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES

Bateleur Office Park, 17 van Rensburg Street, Mbombela. Private Bag X 11305, Nelspruit, 1200.

Tel: 013 754 8000; www.dalrrd.gov.za

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF
AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT – MPUMALANGA
PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.**

PHYSICAL ADDRESS:

BLOCK E, 17 VAN RENSBURG STREET

BATELEUR OFFICE PARK

NELSPRUIT

1200

&

BLOCK D, 18 NEL STREET

BATELEUR OFFICE PARK

NELSPRUIT

1200

1. BACKGROUND

The current cleaning and hygiene services contract will come to an end on 02nd July 2022. The procurement process for a new contract must therefore be started to ensure commencement of a new contract with effect from 3rd July 2022 for a period of 36 Months.

2. OBJECTIVES

The objective of the terms of reference is to appoint a suitable Service Provider that will render cleaning and hygiene services in the Department of Agriculture, Land Reform and Rural Development for the Mpumalanga Provincial Shared Service Centre for a period of thirty six (36) months.

3. STAFFING REQUIREMENTS

- Staff required:
- Working Supervisor 02
- Cleaners 08

3.1 Breakdown of staffing requirements per building

- Block D- 1 Working Supervisor and 3 Cleaners
- Block E- 1 Working Supervisor and 5 Cleaners

4. TABLE OF QUANTITIES

Cleaning Services

No	Description:	Quantities:	Comments
1	Size of the building(±)	Block D, 1 st , 2 nd , 3 rd , 4 th Floors and Block E 5 th , 6 th , 7 th floors with surrounding areas	Overall approximate size is 3999 m ²
2	Cleaners required:	02-Supervisor 08-Cleaners	Total of 02 working-supervisors and 08 cleaners
3	Number of floors	07	Plus surrounding areas
4	Number-of closed offices	130	Total no of offices is 83 at Block E 7 th floor has 26 offices (885m ²) 6 th floor has 25 offices (883m ²) 5 th floor has 31 offices (870.30m ²) Total no of offices is 47 at Block D and 1 th floor has 4 offices (286.30m ²) 2 nd floor has 15 offices (358m ²) 3 rd floor has 13 offices (358m ²) 4 th floor has 15 offices (354m ²)
5	Number of boardrooms	07	Block E 7 th floor has 2 boardrooms 1 big & 1 small 6 floor has 1 boardroom medium size 5 th floor has 1 big boardroom Block D 4th floor has 1 small boardroom 3 rd floor has 1 small boardroom
6	Server room	01	At Block E. 6 th floor (These area require minimal cleaning under supervision)

7	Store/ Strong rooms	11	Included in the overall size
8	Number of toilets	07 Males	NB: The total number of toilets is 18 and there are 31 toilet cubicles, 10 urinals and 31 hand wash basins.
		07 Females	
		03 Disabled	
		01 Unisex	
9	Kitchens	07	One in each floor
10	Eating areas	03	For Block E only 5 th , 6 th and 7 th floors
11	Passages (07) and lift lobbies (07)	14	Counted as one passage per floor and one lobby per floor regardless of size.
12	Filing and archive Rooms	04	Block E 1 at 6 th floor medium size
			Block D 3 at 1st floor 1 small and 2 large
13	Patch Rooms	07	At Block E. (These area require minimal cleaning under supervision)
14	Balcony	20	12 at Block E and 8 at Block D

Hygiene Services

Sanitary disposal bins/she-bins(Women cubicles)	17	Supply, installation & Maintenance
Sanitary disposal bins/she-bins(disable cubicles)	03	Supply, installation & Maintenance
Sanitary disposal bins/she-bins(unisex cubicles)	01	Supply, installation & Maintenance
Sanitary hygiene bag dispenser	21	Supply, installation & Maintenance
Surface sanitizer holders (sanitizer wipes flushable)	31	Supply, installation & Maintenance
Hand wash liquid soap dispenser	21	Supply, installation & Maintenance
Automatic air freshener dispenser	18	Supply, installation & Maintenance
Automatic paper towel dispenser	18	Supply, installation & Maintenance
Paper towel bins	18	Supply, installation & Maintenance
Toilet paper holder (lockable 3 holder/canister)	31	Supply, Installation & Maintenance
Urinals Drip Sanitizer Dispenser /Auto janitor dispense	14	Supply, installation & Maintenance
Auto Sanitizer	31	Supply, installation & Maintenance
Toilet brush set	31	Supply and Replacement

5. SCOPE OF WORK

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
A. CLOSED OFFICES (130), BOARDROOM (07) ,	
<u>Laminated flooring :</u> <ul style="list-style-type: none"> Sweep floor with a micro fiber dust mop and clean with laminate floor cleaner in a spray (Only spray the micro fiber mop not directly to the floor). Remove stain with laminated floor stain remover 	*Daily *Daily
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth e.g. walls, picture frames, glass, directory/ notice boards, artificial plants etc.	*Daily
Spot clean marks from walls, door handles, doors, window handles paint work and light switches	*Daily
Deep cleaning of carpets and upholstered furniture	*Bi- annually and when necessary
Dust furniture and fittings with a dry cloth	*Daily
Dust computers with a dry cloth (computer cloth)	*Daily
Wipe all telephones with a damp cloth with a suitably diluted disinfectant	*Daily
Empty dust bins and waste paper baskets	*Twice Daily
Wash bins if necessary and replace plastic inners	*Weekly
Apply liquid metal polish, to brass/steel door handles, window stays and window fasteners.	*Monthly
Microwave /fridges and water coolers must be washed with water and detergent	*Daily
Dust of blinds with a feather dust	*Bi-monthly
Clean water jugs and drinking water glasses with dish washing detergent & refill with water	*Daily and upon request
B.CLEANING OF SERVER ROOM (01) AND PATCH ROOMS (07)	
Server room requires minimum cleaning and must be cleaned under supervision. Sweeping, and dusting	*Monthly
C.STORE/STRONG ROOM (11)	
Store/strong room requires minimum cleaning and must be cleaned under	*Monthly

supervision (Sweeping, mopping and dusting)	
D. KITCHENS (07)	
<u>Ceramic tiles</u>	
• Sweep with a dust control mop	*Daily
• Clean with a damp mop	*Daily
Kitchen sink, cupboards must be cleaned with water and detergent	*Daily
Microwave ovens and fridge must be washed with water and detergent	*Daily
Fridge must be defrosted and washed with water and detergent	*Quarterly
Clean water cooler, water jugs and drinking glasses with dish washing liquid and refill with fresh water.	*Daily
Cutlery and crockery used must be cleaned	*Daily
Empty and clean dust bins	*Daily
Zink must be cleaned with water and detergent	*Daily
Wash bins if necessary and replace plastic inners	*Daily
E. CLEANING OF ENTRANCE FOYERS (07) PASSAGES (07); Balcony (20) AND LIFT LOBBIES(07)	
<u>Carpets entrance Foyer (07)</u>	
• Spot brush and clean carpets	*Daily
• Vacuum thoroughly	*Daily
<u>Carpets (07 Passages):</u>	
• Spot brush and clean carpets	*Daily
• Vacuum thoroughly	*Daily
<u>Ceramic tiles Lift Lobbies (07)</u>	
• Sweep with a control mop	*Daily
• Clean with a damp mop	*Daily
<u>Ceramic tiles balconies (20)</u>	
• Sweep with a control mop	*Weekly /
• Clean with a damp mop	when a need arises
Pick up, clean all waste and dispose of all litter.	*Daily
Glass doors at the entrances and passages must be cleaned with a window cleaner.	*Daily & when necessary
Spot clean all glass; windows, doors, door knobs and metal work and dust all accessible ledges to height of 2m.	*Daily

Dust/ wipe down all horizontal / vertical surfaces with a damp cloth, e.g. walls, handrails/ banisters, directory boards, skirting, etc.	*Daily
F. TOILET CLEANING	
(07 Female toilets with 17 cubicles; 07 Male toilets with 10 cubicles; 01 Unisex toilet with 1 cubicle and 03 Disable toilets with 3 cubicles (Total number of cubicles is 31) 10 urinals & 31 hand wash basins)	
<u>Ceramic tiles</u>	
<ul style="list-style-type: none"> Sweep with a dust control mop Clean with a damp mop 	* Daily *Daily
Wipe down all horizontal / vertical surfaces with a damp cloth, doors, mirrors, pipes, etc.	*Daily
Wash hand-wash basins, toilet pans, wall urinals, wall mounted items with suitably diluted disinfectant.	*Twice Daily
Sterilize toilet pots	*Once a week
Sterilize urinal bottle trap	*Twice a week
Sterilize hand wash basin	* Twice a week
Empty dust bins	* Daily
Wash bins if necessary and replace plastic inners	*Daily
G. WINDOW CLEANING	
<ul style="list-style-type: none"> Clean accessible interior faces of all windows with a window cleaner. Dust windows Washing of windows internally (window glasses) 	*Weekly *Bi-weekly *Quarterly

HYGIENE TASK DESCRIPTIONS

TASK DESCRIPTION	FREQUENCY
A. SANITARY DISPOSAL BINS (SHE- BINS) FOR (WOMAN CUBICLES) & DISABILITY TOILETS (20)	
Sanitary waste must be removed and not stay within the Departmental premises Cleaning of bins with disinfectant cleaner and replacement of inner disposal Plastic bags.	* weekly
<ul style="list-style-type: none"> Must have self-closing tight lids with trap doors with non-touch opening Closing mechanism One (1) bin per female cubicle Sanitary bag dispensers must be replaced free of charge in the event Of mechanical malfunctioning or factory fault 	*Weekly
B. SANITARY HYGIENE BAGS FOR SANITARY TOWEL(20)	

<p>Supply and replacement of plastic bags with a string (31 plastics)</p> <ul style="list-style-type: none"> Sanitary bag dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. <p>The approximated quantities of sanitary towels bags are as follows:</p> <p>* 21 bags of 31 plastic Monthly (600 individual plastics) * 756 bags of plastics for 36 Months</p>	<p>*Twice Weekly</p>
<p>C.SURFACE SEAT SANITIZER (FOAM)</p>	
<p>Refill/replenished the sanitizer wipes</p> <ul style="list-style-type: none"> Surface sanitizer dispenser must be replaced free of charge in the event of mechanical malfunctioning or factory fault. <p>The approximated quantities of seat sanitizers are as follows:</p> <p>* 31 X 250ml weekly per cubicle * 124 sanitizers per month *4464 over 36 months</p>	<p>* Weekly</p>
<p>D. HAND WASH LIQUID SOAP AND DISPENSER</p>	
<p>Hand wash liquid must be replenished (400ml)</p> <ul style="list-style-type: none"> Hand wash liquid soap must be drip free and not harsh/irritable to the skin (non –ammoniated) Soap dispensers must have a reliable, user friendly pump mechanism Soap dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. <p>The approximated quantities of hand wash liquid are as follows:</p> <p>* 41 X 400ml bi- Monthly per dispenser * 1476 over 36 Months</p>	<ul style="list-style-type: none"> Twice Monthly
<p>Paper towels must be replaced</p> <ul style="list-style-type: none"> Paper towels must be manufactured from a soft, good quality paper tissue Paper towels bins must be replaced free of charge in the event of mechanical malfunctioning or factory fault. Electronic paper towel dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. 	<p>*when need arise</p>
<p>F.AUTOMATIC AIR FRESHENER (17)</p>	
<p>Air freshener must be refilled and must spray at intervals of 15 minutes</p> <ul style="list-style-type: none"> Automatic air freshener dispenser must be replaced free of charge in the event of mechanical malfunctioning or factory fault. 	<p>*when need arise</p>
<p>G. TOILET PAPER HOLDER (30) AND TOILET PAPER</p>	
<ul style="list-style-type: none"> Toilet paper holders must be replaced free of charge in the event of mechanical malfunctioning or factory fault. <p>Supply & replenishment of 2 –Ply toilet paper rolls (350 sheets)</p>	<p>*Daily * Replenish when a need arises</p>

<p>Toilet paper must be manufactured from a soft, good quality paper tissue(SANS Approved)</p> <p>The approximated quantities of toilet papers are as follows:</p> <p>*92 per day *460 per week *1840 per month *66240 for 36 months</p>	
H. AUTO JANITOR SANITIZER DISPENSER AND DRIP MASTER FOR URINALS, MALE AND FEMALE CUBICLES	
<p>Refill and replenish auto Janitor and drip master sanitizer (400ml)</p> <ul style="list-style-type: none"> • The liquid sanitizer and must not be harsh/ irritable to the skin (non-ammoniated). • Must be of colour but stain free <p>Auto Janitor must be replaced free of charge in the event of mechanical malfunctioning or factory fault</p> <p>The approximated quantities of auto janitor liquid are as follows:</p> <p>* 41 sanitizer (400ml) per week * 164 sanitizer (400ml) per month * 5904 for 36 Months</p>	<p>*weekly</p>

DISINFECTION OF OFFICES AND ABLUTION FACILITIES

- Sanitising dispenser at each office entrance – mounted and preferably non-touch. Like the soap dispensers in the toilets
- Cloth masks – one per staff depending on the relevant building. Note that Treasury has set limits on the price of these
- 5l sanitiser per floor per building per week. This can be discussed – we will use this for top up. Alternatively we can say top up sanitiser at all points weekly?

#	TASK DESCRIPTION	FREQUENCY
1.	<p>Areas to be disinfected</p> <p>Tables, railings, floors, walls, ceilings blinds, sinks, basins, toilets, window seals, kitchens etc.</p>	Hourly
2.	<p>Disinfectant Solution used:</p> <ul style="list-style-type: none"> • 70% ethyl alcohol to disinfect small areas • Sodium hypochlorite (bleach) at 0.5% (equivalent to 5000 ppm) for disinfecting larger spaces • Chlorine releasing agent 	N/A

3.	Protective equipment used by cleaners: <ul style="list-style-type: none"> • Water proof, impermeable disposable gloves; • A respirator, minimum of a FFP2; • Eye protection, either goggles or face shield for sprayers and mixers; 	When utilising disinfectant solution
4.	Material Safety Data Sheets (MSDS) provided	For all chemicals to be utilised
5.	Signed comprehensive work report based on the service rendered.	Monthly

NB: All dispensers should be lockable to prevent theft. The Service Provider must install all dispensers with the costs included in the monthly payments. All dispenser batteries must be of high quality and durability. The batteries must be inspected regularly and replaced accordingly. Upon termination of the contract the Service Provider must remove all equipment from the premises without causing any damages to the property. The service provider will be held liable for any damages and payment may be withheld.

6. MANDATORY REQUIREMENTS

Failure to comply with the following requirements and to submit the following documents with the proposal will disqualify the bidder's proposal.

- 5.1. Compliance with all Tax Clearance requirements. Attach Valid Tax Clearance Certificate/ Compliance tax Pin issued by the South African Revenue Services (SARS). Where Consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate Valid Tax Clearance Certificate/Pin.
- 5.2. Bidders are required to be registered on the Central Supplier Database (CSD) and the Department of Agriculture, Land Reform & Rural Development (DALRRD) shall verify the Bidder's tax compliance status through CSD
- 5.3. Valid **letter for tender purposes or certificate of compliance** for Unemployment Insurance Fund obtainable from the Department of Labour or Proof of Registration with UIF.
- 5.4. Compensation for Occupational Injuries Disease Act 1993 (COIDA) or valid **letter of good standing** obtainable from the Department of Labour.
- 5.5. Letter of Resolution authorizing a person to sign the bid documents.
 - (a) In the case of a **ONE PERSON CONCERN** submitting a tender, this shall be clearly stated on the company letter head.
 - (b) In the case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.
 - (c) In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.

- (d) In the case of **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender.
 - (e) In the case of **JOINT VENTURE** submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
- 5.6. The Service Provider must submit the existing cover for Public Liability insurance policy from a reputable insurance company **or** submit documentary proof/ letter of intent/Quotation from registered insurers. The cover should be of the minimum value of R1 000 000 Million for the duration of the contract.
- 5.7. If the bidder intends to make use of a subcontractor for sanitary waste removal management, the bidder must:
- 5.7.1 Submit a valid letter of intent/ Quotation from the registered sanitary waste removal management entity that it is going to subcontract for this purpose,
 - 5.7.2 Submit a Valid Tax Clearance Certificate/Pin for the entity and a valid sanitary waste removal certificate issued by the relevant authority in respect of the entity.
 - 5.7.3 The name and other particulars of such entity must also be specified on the SBD 6.1 form.
- 5.8. Where the bidder is not going to subcontract sanitary waste removal management, the bidder must submit a valid sanitary waste removal certificate issued in the name of the bidder by the relevant authority.
- 5.9. In case a bidder is entering into a joint venture, a joint venture agreement must be attached.
- 5.10. Bidder must submit fully completed Standard Bidding Documents(SBD) forms.
- 5.11. Bidders must indicate cleaners' wages in the pricing schedule (SBD 3.3). The wages of the cleaners must not be less than the minimum wage rates and Basic Condition of Employment as prescribed by the Department of Labour.

6 EVALUATION CRITERIA

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

6.1. First Stage -Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. ABILITY AND CAPABILITY	Supervisor to be utilized in the execution of the contract; please attach personnel CV entailing (interpersonal; problem solving skills; writing and verbal communications); as well as extent of experience in years in the cleaning industry with contactable references.	40
	<p>Company experience in the cleaning industry (Reference letter/ testimonials from company that the Bidder is managing or has previously managed must be attached). The letter must be strictly from the client company and must contain address of the premises; contact numbers and be signed.</p> <p>NB: Proof should include both value and duration of the project (Contract period start and end date; total contract value for each project and contact details in a form of an email, cellphone number, contract; Service Level Agreements physical address and telephone numbers for authentication purposes).</p> <p>Appointment letters and Purchase Orders will not be considered as proof of experience</p>	10
	Training and skills development plan on: OHS, SHE, First Aid, Chemical Training and Housekeeping. (please attach a detailed plan or programme that the cleaners will receive prior commencement of work and for the duration of the contract)	20
	Bidder's Protective clothing in line with the Occupational Health Safety Act (attach uniform pictures with Company Logo and other related protective clothing)	10
2.METHODOLOGY	<p>Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed (A to H Task Description including hygiene services).</p> <p>Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan: strikes, absenteeism, incompetency; leave; machinery breakdown etc.</p>	20
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

6.2. The Bids that fail to achieve a minimum of **60** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Preference Points System).

6.3. **Second Stage - Evaluation in terms of 80/20 Preference Points System**

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

6.4. Calculating of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<u>B-BBEE Status Level of Contributor</u>	<u>Number of Points</u>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 6.5. Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of B-BBEE contribution will be added to the points for price.
- 6.6. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor; accounting officer (as contemplated in section 60 of 94) of the Close Corporation act, 1994 (Act no. 69 of 1984) or an accredited verification agency or a sworn affidavit will be considered for preference points. A trust, Consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status level verification Certificate for every tender.

7. **FORMAT AND SUBMISSION OF BIDS**

- 7.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 7.2 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to mandatory requirements.
- 7.3 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.

- 7.4 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended or withdrawn after its date of submission.
- 7.5 DALRRD is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and DALRRD may reject any bid. DALRRD reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the RFP.
- 7.6 After careful consideration and thorough examination of the proposals, DALRRD shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements. The lowest price (management fee) offered will not necessarily be a decisive factor in choosing between Proposals.
- 7.7 Bidders which have not been selected shall be informed accordingly in writing and through publication of the successful bidder in the same media that was used to advertise the bid.

8. COMPULSORY INFORMATION SESSION

DATE : 01 September 2022
TIME : 11:00
VENUE : 30 Samora Machel Drive, 4th Floor, Entertainment Area
Restitution House
Nelspruit

9. HEALTH AND SAFETY

The DALRRD may appoint Health and Safety Inspector to verify the standard and quality of product utilised for general health and safety issues. The service provider will have to cooperate with the health inspector.

10. SUB-CONTRACTING

The successful bidder is expected to inform the Department of the sub-contracting arrangements and access to the sub-contracted entities for purposes of quality, compliance check, security and tax issues.

11. SECURITY AND CONFIDENTIALITY OF INFORMATION

The successful Bidders must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, both during the contract period and subsequently. Information may only be disclosed to outside sources with the prior, written approval from the DALRRD

12. TERMS AND CONDITIONS OF THE PROPOSAL

- 12.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DALRRD Supply Chain Management general contract conditions.
- 12.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.
- 12.3 In cases where company, partnership or close corporation commences business for the first time or either don't have capital; the following particulars must be furnished:
 - 12.3.1 Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g. buying material and equipment.
 - 12.3.2 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning materials are available at all times and that it should be replaced as required.
 - 12.3.3 All Acts and Regulations relating to cleaning and hygiene services must be adhered to by the Service Provider. All equipment and material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality
- 12.4 Appointed service provider must ensure compliance to wage labour rates as per the Department of Labour's regulation
- 12.5 The Department reserves the right to conduct tests and analysis on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.
- 12.6 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 12.7 Any short coming in these terms of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 12.8 Should the service provider not comply with any of the conditions contained in this terms of reference during the contract period the DARLLD may cancel the contract within one month notice.
- 12.9 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 12.10 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider/ Company.
- 12.11 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- 12.12 Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.
- 12.13 In case where the Department decides to move to another office or close some of the offices information will be communicated prior and the Service Provider will need to make provision.
- 12.14 All cleaning equipment and detergents should be **provided by the bidder.**

- 12.15 The pricing must be fixed for the duration of the contract. (Only the wage increment adjustments will be accepted based on a Sectoral wage determination formula, refer to the **Pricing Schedule SBD 3.3**).
- 12.16 All equipment to be supplied must be durable and SANS approved.

13. THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT SHALL:

- 13.1 Conduct business in a courteous and professional manner with the Service Provider.
- 13.2 Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- 13.3 Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
- 13.4 The DALRRD will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These terms and Conditions will also form part of the service level agreement.
- 13.5 Not take responsibility of the safe guiding of the cleaning equipment and detergents.

14. SERVICE LEVEL AGREEMENT

- 14.1 The Department of Agriculture, Land Reform and Rural Development and the appointed Service Provider will sign a Service Level Agreement upon appointment. Such Service Level Agreement will amongst others include the following:
- a. Period of Agreement;
 - b. Project objectives and scope;
 - c. Staffing; cleaning materials and cleaning equipment
 - d. Maintenance plan;
 - e. Method of Communication;
 - f. Reporting relationship;
 - g. Deliverables and terms of deliverables;
 - h. Uncompleted work;
 - i. Disputes; and financial penalties and termination of contract
 - j. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department;
 - k. No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the Department, except where duly authorized to do so in writing by the Department;
 - l. Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department;

- m. The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of the Department;
- n. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance; and
- o. Note that the department reserves the right to award the bid to more than one service provider.

13. CONTACT PERSONS:

Query	Contact Person	Contact Details
Technical	Mr. Bhekumusa Zwane	(013) 754 8065 071 683 5277
	Mr. Xolani Mashaba	(017) 754 8065
SCM Related	Mr. Rolph Ngobeni	(013) 754 8061
Bid Related	Mr. D Rudolph	013 -754 8038 082 9476304

14. PUBLICATION

The bid will be published in the Government Tender Bulletin and Departmental website and will remain open for a period of 21 working days.