

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	4.4.12.4/16/19	CLOSING DATE:	8 OCTOBER 2020	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Agriculture, Forestry and Fisheries Agriculture Place Building, 20 Steve Biko Road, Arcadia, Pretoria.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Clifford Mahlase		CONTACT PERSON	Richard Mlubi	
TELEPHONE NUMBER	(012) 319 6715		TELEPHONE NUMBER	Tel. (012) 319 7892	
FACSIMILE NUMBER	(012) 319 8888		FACSIMILE NUMBER		
E-MAIL ADDRESS	cliffordm@dalrrd.gov.za		E-MAIL ADDRESS	RichardMI@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS					

SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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:



agriculture, land reform & rural development

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

FRAUD AND CORRUPTION AWARENESS

1. Bidders/suppliers are warned of fraudulent requests for quotations or orders. Bidders are advised to verify with the Department before submitting any documents. Check the contact details on the Departmental website. Departmental officials will never use a private or personal cell phone number to call bidders/suppliers.
2. Fraudsters call bidders/suppliers claiming to be from the Department to inform the bidder that their bid has been shortlisted and that the bidder should pay in money in order to be awarded a tender. No bidder/supplier is supposed to pay any money to be awarded a tender. Bidders must refrain from participating in corrupt and fraudulent activities as this may lead to blacklisting and criminal charges.

4.4.12.4/16/19

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF SERVICE PROVIDER:Bid NO.:
4.4.12.4/16/19

CLOSING TIME:11:00

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
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DSE |

1

Bid Initials
Bid's Signature.....
Date:.....

1. The accompanying information must be used for the formulation of proposals.
2. Period required for commencement with project after acceptance of bid
.....

TOTAL PRICE R.....

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

- **NB: Monthly costs of supervisor and cleaners must be inclusive of all costs (UIF, Bonus, overtime, leaves payment, sick leave, Public holiday, COIDA, skills development levy & provident fund)**
- **All cleaning equipment and cleaning materials must be provided by the bidder.**
- **Pricing must be fixed for the duration of the project. Only the wage increment based on a Department of Labour Sectorial wage determination will be considered.**

TABLE 1: CLEANERS AND SUPERVISOR(S)' WAGES

NAME OF BUILDING: AGRICULTURE PLACE

DESCRIPTION	NUMBER OF CLEANERS/ SUPERVISOR(S) REQUIRED	MONTHLY COST FOR EACH CLEANER AND SUPERVISOR	MONTHLY COST i.e. NUMBER OF CLEANERS/ SUPERVISOR(S) MULTIPLIED BY A ABOVE	CONTRAT PERIOD	TOTAL COST FOR THE FULL DURATION OF CONTRACT
CLEANERS	35 (MINIMUM)	R	R	TWO (2) YEARS	R
SUPERVISOR(S)	01	R	R	TWO (2) YEARS	R

DSE | NAME OF SERVICE PROVIDER:
.....Bid NO.: 4.4.12.4/16/19

Bid Initials
Bid's Signature.....
Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

PRICING SCHEDULE [SBD 3.3]

SUBTOTAL COST (EXCL VAT)	R
VAT @ 15%	R
TOTAL COST INCLUDING VAT	R

TABLE 2: CLEANING EQUIPMENTS, MACHINERY AND CLEANING DETERGENTS

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
Equipment and Machinery		TWO (2) YEARS	R.....
Cleaning Materials	R..... ...	TWO (2) YEARS	R.....
SUBTOTAL COST (EXCL VAT)			R.....
OTHER (eg: Profit, Operational costs, etc)			R.....
VAT @ 15%			R.....
TOTAL COST FOR THE PROJECT (INCL VAT)			R.....

Bid Initials

Bid's Signature.....

Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

PRICING SCHEDULE [SBD 3.3]

C. SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST FOR THE PROJECT
A. TOTAL COST FOR CLEANERS AND SUPERVISOR(S)' WAGES(INCL VAT)	R.....
B. TOTAL COST FOR CLEANING EQUIPMENTS, MACHINERY AND CLEANING Materials (INCL VAT)	R.....
TOTAL BID PRICE(INCL VAT)	R.....

Bid Initials
 Bid's Signature.....
 Date:.....

4.4.12.4/16/19

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF SERVICE PROVIDER:Bid NO.:
4.4.12.4/16/19

CLOSING TIME:11:00

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
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DSE | 

Bid Initials
Bid's Signature.....
Date:.....

1. The accompanying information must be used for the formulation of proposals.
2. Period required for commencement with project after acceptance of bid

TOTAL PRICE R.....

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

- **NB: Monthly costs of supervisor and cleaners must be inclusive of all costs (UIF, Bonus, overtime, leaves payment, sick leave, Public holiday, COIDA, skills development levy & provident fund)**
- **All cleaning equipment and cleaning materials must be provided by the bidder.**
- **Pricing must be fixed for the duration of the project. Only the wage increment based on a Department of Labour Sectorial wage determination will be considered.**

TABLE 1: CLEANERS AND SUPERVISOR(S)' WAGES

NAME OF BUILDING: SEFALA

DESCRIPTION	NUMBER OF CLEANER S/ SUPERVISOR(S) REQUIRED	MONTHLY COST FOR EACH CLEANER AND SUPERVISOR	MONTHLY COST i.e. NUMBER OF CLEANERS/ SUPERVISOR(S) MULTIPLIED BY A ABOVE	CONTRACT PERIOD	TOTAL COST FOR THE FULL DURATION OF CONTRACT
CLEANERS	23 (MINIMUM)	R	R	TWO (2) YEARS	R
SUPERVISOR (S)	01	R	R	TWO (2) YEARS	R

DSE | NAME OF SERVICE PROVIDER:

.....Bid NO.: 4.4.12.4/16/19

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

PRICING SCHEDULE [SBD 3.3]

SUBTOTAL COST (EXCL VAT)	R
VAT @ 15%	R
TOTAL COST INCLUDING VAT	R

TABLE 2: CLEANING EQUIPMENTS, MACHINERY AND CLEANING DETERGENTS

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
Equipment and Machinery		TWO (2) YEARS	R.....
Cleaning Materials	R.....	TWO (2) YEARS	R..... ...
SUBTOTAL COST (EXCL VAT)			R..... ...
OTHER (eg: Profit, Operational costs, etc)			R..... ...
VAT @ 15%			R..... ...

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

PRICING SCHEDULE [SBD 3.3]

TOTAL COST FOR THE PROJECT (INCL VAT)	R..... ...
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C. SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST FOR THE PROJECT
A. TOTAL COST FOR CLEANERS AND SUPERVISOR(S)' WAGES(INCL VAT)	R.....
B. TOTAL COST FOR CLEANING EQUIPMENTS, MACHINERY AND CLEANING Materials (INCL VAT)	R.....
TOTAL BID PRICE(INCL VAT)	R.....

Bid Initials
Bid's Signature.....
Date:.....

PRICING SCHEDULE [SBD 3.3]

4.4.12.4/16/2019

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF SERVICE PROVIDER:Bid NO.:
4.4.12.4/16/19

CLOSING TIME:11:00

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
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DSE | 

Bid Initials
Bid's Signature.....
Date:.....

1. The accompanying information must be used for the formulation of proposals.
2. Period required for commencement with project after acceptance of bid

TOTAL PRICE R.....

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

- **NB: Monthly costs of supervisor and cleaners must be inclusive of all costs (UIF, Bonus, overtime, leaves payment, sick leave, Public holiday, COIDA, skills development levy & provident fund)**
- **All cleaning equipment and cleaning materials must be provided by the bidder.**
- **Pricing must be fixed for the duration of the project. Only the wage increment based on a Department of Labour Sectorial wage determination will be considered.**

TABLE 1: CLEANERS AND SUPERVISOR(S)' WAGES

NAME OF BUILDING: HARVEST HOUSE BUILDING

DESCRIPTION	NUMBER OF CLEANERS / SUPERVISOR(S) REQUIRED	MONTHLY COST FOR EACH CLEANER AND SUPERVISOR	MONTHLY COST i.e. NUMBER OF CLEANERS/ SUPERVISOR(S) MULTIPLIED BY A ABOVE	CONTRACT PERIOD	TOTAL COST FOR THE FULL DURATION OF CONTRACT
CLEANERS	15 (MINIMUM)	R	R	TWO (2) YEARS	R
SUPERVISOR(S)	01	R	R	TWO (2) YEARS	R

DSE | NAME OF SERVICE PROVIDER:

.....Bid NO.: 4.4.12.4/16/19



Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

PRICING SCHEDULE [SBD 3.3]

SUBTOTAL COST (EXCL VAT)	R
VAT @ 15%	R
TOTAL COST INCLUDING VAT	R

TABLE 2: CLEANING EQUIPMENTS, MACHINERY AND CLEANING DETERGENTS

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
Equipment and Machinery		TWO (2) YEARS	R.....
Cleaning Materials	R.....	TWO (2) YEARS	R..... ...
SUBTOTAL COST (EXCL VAT)			R..... ...
OTHER (eg: Profit, Operational costs, etc)			R..... ...
VAT @ 15%			R..... ...

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

PRICING SCHEDULE [SBD 3.3]

TOTAL COST FOR THE PROJECT (INCL VAT)	R..... ...
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C. SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST FOR THE PROJECT
A. TOTAL COST FOR CLEANERS AND SUPERVISOR(S)' WAGES(INCL VAT)	R.....
B. TOTAL COST FOR CLEANING EQUIPMENTS, MACHINERY AND CLEANING Materials (INCL VAT)	R.....
TOTAL BID PRICE(INCL VAT)	R.....

Bid Initials
 Bid's Signature.....
 Date:.....

PRICING SCHEDULE [SBD 3.3]

4.4.12.4/16/2019

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

SBD 3.3

**PRICING SCHEDULE
(Professional Services)**

NAME OF SERVICE PROVIDER:Bid NO.:
4.4.12.4/16/19

CLOSING TIME:11:00

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
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DSE | 

Bid Initials
Bid's Signature.....
Date:.....

1. The accompanying information must be used for the formulation of proposals.
2. Period required for commencement with project after acceptance of bid

TOTAL PRICE R.....

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

- **NB: Monthly costs of supervisor and cleaners must be inclusive of all costs (UIF, Bonus, overtime, leaves payment, sick leave, Public holiday, COIDA, skills development levy & provident fund)**
- **All cleaning equipment and cleaning materials must be provided by the bidder.**
- **Pricing must be fixed for the duration of the project. Only the wage increment based on a Department of Labour Sectorial wage determination will be considered.**

TABLE 1: CLEANERS AND SUPERVISOR(S)' WAGES

NAME OF BUILDING: ROODEPLAAT

DESCRIPTION	NUMBER OF CLEANERS/ SUPERVISOR (S) REQUIRED	MONTHLY COST FOR EACH CLEANER AND SUPERVISOR	MONTHLY COST i.e. NUMBER OF CLEANERS/ SUPERVISOR(S) MULTIPLIED BY A ABOVE	CONTRACT PERIOD	TOTAL COST FOR THE FULL DURATION OF CONTRACT
CLEANERS	6 (MINIMUM)	R	R	TWO (2) YEARS	R
SUPERVISOR(S)	01	R	R	TWO (2) YEARS	R

DSE | NAME OF SERVICE PROVIDER:
Bid NO.: 4.4.12.4/16/19

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

PRICING SCHEDULE [SBD 3.3]

SUBTOTAL COST (EXCL VAT)	R
VAT @ 15%	R
TOTAL COST INCLUDING VAT	R

TABLE 2: CLEANING EQUIPMENTS, MACHINERY AND CLEANING DETERGENTS

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
Equipment and Machinery		TWO (2) YEARS	R.....
Cleaning Materials	R.....	TWO (2) YEARS	R.....
SUBTOTAL COST (EXCL VAT)			R.....
OTHER (eg: Profit, Operational costs, etc)			R.....
VAT @ 15%			R.....

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

PRICING SCHEDULE [SBD 3.3]

TOTAL COST FOR THE PROJECT (INCL VAT)	R.....
--	------------------------

C. SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST FOR THE PROJECT
A. TOTAL COST FOR CLEANERS AND SUPERVISOR(S)' WAGES(INCL VAT)	R.....
B. TOTAL COST FOR CLEANING EQUIPMENTS, MACHINERY AND CLEANING Materials (INCL VAT)	R.....
TOTAL BID PRICE(INCL VAT)	R.....

Bid Initials
Bid's Signature.....
Date:.....

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/ls involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state Institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT 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

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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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;

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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



agriculture, land reform & rural development

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

Bid invitation

BID NUMBER: 4.4.12.4/16/19

SUBJECT: APPOINTMENT OF A SERVICE PROVIDER TO RENDER GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF TWO (02) YEARS AT FOUR (4) HEAD OFFICE BUILDINGS (AGRICULTURE PLACE, HARVEST HOUSE, SEFALA AND ROODEPLAAT PLANT GENETIC RESOURCE CENTRE).

1. GENERAL BID CONDITIONS

- 1.1 Bidders who failed to complete the bid terms of reference/specification in all aspects or failed to submit the bid terms of reference/specification will automatically be disqualified.
- 1.2 The bid must conform to the minimum requirements, as set out in this document, or it must be stated clearly how it deviates from these requirements and why. Offers exceeding the minimum requirements of the terms of reference/specification are acceptable.
- 1.3 Bidders must complete all the necessary bid forms and undertakings, which normally or otherwise accompany a government bid. The following forms and terms of reference/specification must be completed and submitted together with the bidder's response to this bid:
 - SBD 1 = Invitation to bid
 - SBD 4 = Declaration of Interest
 - SBD 6.1 = Preference points claim form
 - SBD 8 = Declaration of bidder's past Supply Chain Management (SCM) practices
 - SBD 9 = Certificate of Independent Bid Determination
- 1.4 The recommended bidder(s) may be requested to complete and sign all the Standard Bidding Documentation (SBD) above within five (5) working days from date of request. Failure to comply will result in disqualification of the bid.
- 1.5 The official forms as per paragraph 1.3 above and the bid terms of reference/specification must NOT be retyped. To ensure authenticity of documents, bidders must complete the SBD forms and terms of reference/specification forms by hand, using a pen. Bidders who do not comply with this requirement and retype the bidding documentation will be disqualified.
- 1.6 No bid may be awarded to any bidder whose tax status has not been declared compliant by SARS. The recommended bidder/s that are not tax compliant according to the CSD must resolve their tax matters with SARS within seven (7) working days from date of request. Failure to comply with the aforementioned will result in the bid being disqualified. The Department reserves the right to consider the second bidder who is tax compliant.
- 1.7 All bidders must ensure that they are registered on the Central Supplier Database (CSD): www.csd.gov.za. Bidders are advised to ensure that their banking details are successfully verified on the CSD.

- 1.8 The Department will verify the bidder's registration on the CSD.
- 1.9 The Department will not award any bid to a bidder not registered as a prospective service provider/supplier on the CSD.
- 1.10 The successful bidder will be required to sign a written contract form (SBD 7). This document will be a binding contract between the successful bidder and the Department. No service should be rendered without receipt of an official order issued by the Department. No official order will be issued unless the successful bidder(s) has been successfully registered on the Central Supplier Database of the National Treasury.
- 1.11 This bid is subject to Government Procurement: General Conditions of Contract, which may not be amended.
- 1.11.1 Failure to withdraw, waive and/or renounce the bidder's own bid conditions, when called upon to do so, will invalidate the bid.
- 1.12 During evaluation of the bids, information may be requested in writing from bidders. Replies to such requests must be submitted within five (5) working days or bids may be disregarded.
- 1.13 The Department may only accept a total ceiling price for the entire project that must be inclusive of all costs (including travel and subsistence expenses). The bidders will not be entitled to claim for travel and subsistence expenses, such items must be included in the bid price.
- 1.14 The Department will give preference to bidders that bid firm prices for the entire duration of the contract in terms of this bid. Non-firm prices (including prices that are subject to rates of exchange variations) may be considered if supporting documentation is submitted. It is mandatory for the bidder to complete the SBD 3 form (pricing schedule) in full. Should the bidder fail to complete the bid price on the SBD 3 form, the bid will be regarded as invalid. No price increases will be considered by the Department in cases where firm bid prices have been agreed upon.
- 1.15 The Department will not be held liable for any expenses incurred by bidders in preparing and submitting bids.
- 1.16 The Department reserves the right to appoint more than one bidder, depending on conditions of the bid.
- 1.16.1 The award of the bid may be subjected to price negotiation with the recommended bidders.
- 1.17 The Department hereby chooses the following street address as its *domicilium citandi et executandi* for the purpose of serving notices and legal documentation:
- Street address**
Agriculture Place
20 Steve Biko Road
ARCADIA
Pretoria
0083
- 1.18 In order to qualify for B-BBEE points, bidders are required to submit proof as a B-BBEE Status Level contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof and Sworn Affidavits attested by a Commissioner of Oaths together with the bids or price quotations to substantiate the B-BBEE rating claims.
- 1.18.1 Bidders who do not submit proof of B-BBEE Status Level contributor or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE.

- 1.18.2 If this bid is subject to B-BBEE prequalification criteria, failure to submit the required proof as a B-BBEE contributor will result in automatic disqualification of the bid.
- 1.19 B-BBEE Status Level Verification Certificates submitted must be issued by the following:**
- 1.19.1 Bidders other than EMEs and QSEs**
Verification agencies accredited by SANAS; or
- 1.19.2 Bidders who qualify as EMEs and QSEs**
Sworn affidavit signed by the EME or QSE representative and attested by a Commissioner of Oaths.
- 1.19.3** A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.
- 1.19.4** Public entities and tertiary institutions must submit B-BBEE Status Level Verification Certificates together with their bids.
- 1.20** For joint venture to be considered and points allocated accordingly, the following documents are required:
- 1.20.1** Agreement between parties in joint venture;
- 1.20.2** Consolidated B-BBEE certificate; and
- 1.20.3** Both parties must be registered on the Central Supplier Database with a tax compliant status.
- 1.21** Bidder(s) may be requested to submit a valid company registration certificate issued by the Registrar of Companies and copies of the ID document(s) of active director(s).

1.22 Enquiries

Technical enquiries	Richard Milubi	Tel. 012 319 7892
General SCM enquiries	Clifford Mahlase	Tel. 012 319 6715

- 1.23** The successful bidder must supply and deliver goods and services to the address as indicated in the bid documentation.
- 1.24** The validity period of this bid must be at least 90 days from the closing date of the bid.

2. CONFIDENTIALITY

- 2.1** This bid and all information in connection therewith shall be held in strict confidence by bidders and the use of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
- 2.2** The unauthorised disclosure of any information regarding the Department or its activities to any other organisation or individual is prohibited. The bidders may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

3. COPYRIGHT

- 3.1** Copyright of all documentation in relation to this bid belongs to the Department. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.



4. PAYMENTS

- 4.1 Payment shall normally be made within 30 days after receipt of an original invoice, subject to satisfactory delivery of the service as outlined in the Terms of Reference/Specification.

5. NON-COMPLIANCE WITH DELIVERY TERMS

As soon as it becomes known to the bidder that he/she will not be able to perform the services/deliver the goods within the agreed time/or delivery period and/or against the quoted price and/or as specified in the contract, the Department must be given Immediate written notice to this effect. The Department reserves the right to implement remedies as provided for in paragraph 22 of the General Conditions of Contract.

6. RETENTION

- 6.1 On termination of this agreement, the bidder shall on demand, hand over all documentation, information, etc. to the Department without the right of retention.
- 6.2 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement of the agreement to amend or vary conditions shall be in writing.

7. EVALUATION TEAM

The Department will appoint a Bid Evaluation Committee to evaluate the bid submissions. The committee will make recommendations to the Bid Adjudication Committee.

8. EVALUATION OF BIDS

Bids will be evaluated on the following basis:

8.1 Phase 1: Prequalification criteria

- 8.1.1 The following prequalification criteria will be applicable to this bid:

(i) **B-BBEE Status Level 1-4**

- 8.1.2 Bidders that do not meet the pre-qualification criteria stipulated in paragraph 8.1.1 above will be disqualified from further evaluation. **Bidders must submit proof of B-BBEE Status Level of Contributor that complies with paragraph 1.18 above (Sworn Affidavits or B-BBEE Status Level Verification Certificates issued by SANAS accredited verification agencies).**

8.2 Phase 2: Compliance with minimum bid requirements

- 8.2.1 All bids duly lodged will be evaluated to determine compliance with the bid requirements and conditions. Bids with obvious deviations from the bid requirements/conditions and not acceptable to the evaluation committee will be eliminated from the adjudication process, i.e. will not be short-listed.

8.3 Phase 3: Evaluation for price and preference point system

- 8.3.1 Only bidders who met all the minimum requirements in terms of paragraph 8.2.1 above will be brought on a comparative price basis in terms of the applicable preference point system prescribed in the Preferential Procurement Regulations 6 and 7 of 2017 as indicated in the SBD 6.1 form.

8.4 Phase 4: Awarding of bid

8.4.1 The bid will be awarded to the bidder who scores the highest total number of points in terms of the preference point system (Price and B-BBEE points), unless objective criteria in terms of section 2(f) of the Act justify the award of the bid to another bidder.

9. LATE BIDS

9.1 All completed documentation must be returned to the Department of Agriculture, Forestry and Fisheries before 11:00 am on 8 October 2020. The location of the drop off is: Agriculture Place, Tender Receipt Office, Tender Box, Reception Area, 20 Steve Biko Road, Arcadia.

9.2 Bids received late shall not be considered. The bidding box shall be locked at exactly 11:00 am. The closing time will be in accordance with Telkom time (1026).

9.3 Bidders are therefore advised to ensure that bids are dispatched allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time to access the premises because of security arrangements when entering the Department's gate.

10. COMPULSORY SITE VISIT [IF APPLICABLE]

10.1 Bidders not attending a compulsory site visit (if applicable) will automatically be disqualified.

10.2 No late arrivals by bidders for a compulsory site visit will be allowed.

11. COMPULSORY BRIEFING SESSION [IF APPLICABLE]

11.1 Bidders not attending a compulsory briefing session (if applicable) will automatically be disqualified.

11.2 No late arrivals by bidders for a compulsory briefing session will be allowed.

12. FRAUD AND CORRUPTION

All prospective bidders should take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No. 12 of 2004 and any other act applicable.

13. REJECTION OR CANCELLATION OF BIDS

13.1 The Department reserves the right to reject or cancel bids.

13.2 Bids may be cancelled for any of the following reasons:

13.2.1 If the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.

13.2.2 If the bidder or any of its directors have:

- (i) Abused the SCM system of any government department.
- (ii) Failed to perform any previous contract and the proof thereof exists.
- (iii) Restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.
- (iv) If there is proof of fraud or any other improper conduct in relation to such system.

13.2.3 Due to changed circumstances, there is no longer a need for the goods or services requested.

13.2.4 Funds are no longer available to cover the total envisaged expenditure.

13.2.5 No acceptable bids are received.

13.2.6 Due to material Irregularities in the bid process.

14. Bidders must ensure that the following documentation are completed, signed and submitted as failure will result in the bid being disqualified:

- (i) Terms of Reference/Specification;
- (ii) SBD 1 form;
- (iii) SBD 3 form;
- (iv) SBD 4 form;
- (v) SBD 6.1 form;
- (vi) Proof of B-BBEE Status Level of contributor
- (vii) SBD 8 form;
- (viii) SBD 9 form;
- (ix) Company registration document;
- (x) Copies of ID documents for directors; and
- (xi) Valid certificate for National Contract Cleaners Association or Black Economic Empowerment Cleaners Association.
- (xii) Verifiable reference/s in cleaning services that covering at least three years of experience

I/we, the undersigned, declare that the information furnished is true and correct and warrants that he/she is duly authorised to sign on behalf of the company.

NAME AND CAPACITY: _____

SIGNATURE OF BIDDER

DATE

NAME OF COMPANY: _____



Terms of Reference / Specification

BID NUMBER:

SUBJECT: Appointment of a service provider to render general cleaning service at Agriculture Place for a period of twenty-four (24) months

1. INTRODUCTION

These terms of reference relate to general cleaning services to be rendered at Agriculture Place for a period of twenty-four (24) months

		COMPLY		
		YES	NO	REMARKS
2.	SCOPE			
2.1	The successful service provider must render a cleaning service at Agriculture Place consisting of the following areas:			
2.1.1	Main entrance, reception area inclusive of stairs and ramp at the outside of the building and glass partitions.			
2.1.2	All court yards in the building.			
2.1.3	All lobbies in the building.			
2.1.4	All ablution facilities including ablution facilities for the disabled.			
2.1.5	Outer and inner staircases including linking passages as well as handrails and lights.			
2.1.6	Main passages between:			
2.1.6.1	Block C to O (Ground and First Floors).			
2.1.6.2	Block O to T (Ground Floor) – including lapa.			
2.1.6.3	Block DA to LB inclusive of LB Basement (Ground and First Floors).			
2.1.6.4	Block UA to Block Y inclusive of Basement (Ground & First Floors).			
2.1.6.5	Block A to Block W (area leading to overhead bridge).			
2.1.7	Block W (Ground Floor, within the security gates of the laboratories).			

Handwritten signature:
K. Chansa

	COMPLY		
	YES	NO	REMARKS
2.1.8 All smoking areas around the building.			
2.1.9 All lapas in the building and surrounding areas (paving) in lapas.			
2.1.10 Offices at: > LA-Ground floor and First Floor (Offices, kitchen and passages) > Block W Ground Floor within the security gates of the laboratories). > Wellness Centre (Offices, kitchen, lapa and bathrooms). > Block A Ground Floor and First Floor (Offices, kitchen and passage) > Block C Ground floor and First Floor (Offices, kitchens and passages). > Block X First Floor (Offices and passage). > Block LB First Floor (Offices, kitchen and passage) > Block K First Floor (Offices and passages) > Block Y First Floor (Five offices and passage) > L- First Floor (Offices, kitchen and passage) (This is the space that the Directorate: CCDM will be relocated to, from 110 Hamilton) > ZA Laboratory.			
2.1.11 All lifts in the building.			
2.1.12 Wall mounted dustbins in the building- cleaning and disinfecting.			
2.1.13 Security guard house at the main gate entrance.			
2.1.14 Thorough cleaning of all windows will be done twice a year, inside & outside. Door frames, window frames as well as door handles and window seal- window section.			
2.1.15 Door frames & window frames as well as door handles.			
2.2 Operating hours and personnel requirements			
2.2.1 The service required in terms of this bid will be for weekdays only, therefore, is not required on weekends or public holidays. The department operates between 07:00 – 16:30.			
2.2.2 A minimum of <u>35</u> cleaners per day is required taking the area and requirements into consideration. However, the Department reserves the right to request additional cleaner/s at the same bid or contract amount.			

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		COMPLY		
		YES	NO	REMARKS
2.2.3	Notwithstanding the number of cleaners required as per paragraph 2.2.2 above, additional <u>5</u> cleaners must be provided to render a cleaning service on a month-to-month basis not exceeding 24 months. These cleaners' service may be terminated prior to the 24 months if Covid-19 is no longer a threat and all officials return to office and in-house cleaners with comorbidities are safe to discharge their cleaning duties in their respective areas.			
2.3	The following materials, equipment and supplies not limited to, must be provided by the successful service provider and the cost and maintenance thereof must be included in the quotation:			
2.3.1	Refill of liquid hand soap with glycerine for soap dispensers in all ablution facilities;			
2.3.2	Floor stripper;			
2.3.3	Hi-Shine;			
2.3.4	Ammonia;			
2.3.5	Furniture polish (spray furniture polish);			
2.3.6	Window cleaner;			
2.3.7	Industrial scrubbing machines;			
2.3.8	Brooms for floors and court yards;			
2.3.9	Brooms for floors (office, kitchens & passages)			
2.3.10	Feather dusters;			
2.3.11	Dust cloths;			
2.3.12	Refuse bags (heavy duty) ;(offices & passages) ;(offices, passages, court yards & ablution bins, kitchen bins);			
2.3.13	Germatol disinfectant chemicals or similar detergents to clean floors, walls, handrails, windowpanes and door handles;			

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	COMPLY		
	YES	NO	REMARKS
2.3.14 Germatol disinfectant chemicals or similar detergents to clean basins, toilet bowls, male urinals and showers;			
2.3.15 Mops, janitor trolleys and caution boards;			
2.3.16 Hose pipe for cleaning lapas;			
2.3.17 Toilet brushes with holders;			
2.3.18 Step ladders to reach a height of (± 3 metres- internal & 10 metres outside);			
2.3.19 Sanitising liquid;			
2.3.20 Dustbins (waste dustbins) - pedal push / pedal controlled 40lt;			
2.3.21 Vacuum cleaners for carpets;			
2.3.22 Carpet cleaner liquid;			
2.3.23 Deo block for male urinals in male ablution facilities;			
2.3.24 Toilet seat sanitiser;			
3. The following documentation/information must be submitted with the bid as failure to submit the required documentation/information will invalidate the bid:			
3.1 The bidder must have a minimum of three (03) years previous experience with regards to the management of a cleaning service contract. The bidder must submit with the bid) verifiable reference/s in cleaning services covering at least three years of experience. The reference/s must be in the form of a reference letter from a previous or current contract. The reference letter must among others indicate the name of the company, contact details (contact person, telephone, email or fax), nature of contract and duration.			
3.2 The service provider must be an active registered member of the National Contract Cleaners Association (NCCA) or Black Economic Empowerment Cleaners Association (BEECA) and provide a valid certificate.			
3.3 The service provider must comply with Sectoral Determination 1 and amendments: Contract Cleaning Sector. Service provider must remunerate his/her employees the minimum wages as prescribed by the legislation in line with the industry wages.			

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		COMPLY		
		YES	NO	REMARKS
3.4	Failure to pay the employee the minimum wage as prescribed in the legislation on a monthly basis will lead the contract to be cancelled with immediate effect.			
3.5	The service provider must provide a detailed breakdown of all costs associated with this bid including, employee cost, equipment, material, overheads, profit margin, escalation price and other related costs.			
4.	REQUIREMENTS WITH REGARD TO STANDARDS OF ALL MATERIAL/EQUIPMENT/CHEMICALS/ DISINFECTANTS Successful service provider must adhere to the following standards:			
4.1	Service provider must submit the required Materials Safety Data Sheet (MSDS) of all materials/chemicals/ disinfectants to be used before commencement of duty. Failure may lead to cancellation of the contract with immediate effect.			
4.2	Service provider must comply with OHSA (Occupational Health and Safety Act no 85 of 1993 as amended) and NEMA (National Environmental Management Act) in carrying out duties. Hazardous chemical substance Act.			
4.3	The equipment/material/chemicals/ to be used must comply with SABS (South African Bureau of Standards).			
4.4	The service provider must provide his/her employees with PPE (Personal Protective Equipment) with their corporate identity.			
4.5	All cleaning equipment and material must always be cleaned and kept clean.			
5.	GENERAL			
5.1	All broken/damaged items around the building e.g. toilets such as toilet seats, taps etc. must be reported to the relevant Building Caretaker for urgent attention.			
5.2	Contractors are not allowed to participate in departmental events.			
5.3	The personnel of the successful bidder allocated at Agriculture Place will be required to undergo security screening and vetting by the Departmental Security			

P. Chese
10/11/2011

	COMPLY		
	YES	NO	REMARKS
Services Directorate.			

6. SERVICE REQUIREMENTS

AREA	DESCRIPTION	FREQUENCY
Main entrance, reception area inclusive of stairs and ramp at the outside of the building and glass partitions	FLOORS	
	Tiles	
	➤ Sweep with kitchen broom inclusive of corners	Everyday
	➤ Damp mop with clean water and germatol or similar detergent	Everyday
	➤ Scrub with appropriate tile stripper and industrial scrubbing machine	Once a month
	Rails	
	➤ Stainless steel: lukewarm water and a mixture of sunlight liquid	Every day
	➤ Glasses: clean with damp cloth and window cleaner	Everyday
	Glass doors, windows and glass partitions	
	➤ Clean glass doors with damp cloth and window cleaner	Everyday
➤ Clean glass windows with damp cloth and window cleaner	Once a week	
➤ Clean outside glass partitions with damp cloth and window cleaner	Twice a week	
Area at the outside (in front of the building)		
➤ Sweep with broom	Every day	
➤ Empty bins, wash bins and disinfect	Everyday	
➤ Dispose all waste	Everyday	
➤ Damp mop with clean water and germatol or similar detergent	Everyday	
Counters		
➤ Damp mop with clean water and germatol or similar detergent	Everyday	
All court yards in the building	General cleaning of court yards	
	➤ Sweep with heavy duty broom	Everyday
	➤ Empty and wash bins and disinfect entire ashtrays	Everyday

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AREA	DESCRIPTION	FREQUENCY
	<ul style="list-style-type: none"> ➤ Dispose of all waste and dispose to the disposal waste bin thereof. <p>Cement tables and benches</p> <ul style="list-style-type: none"> ➤ Wash with clean water and Germatol or similar detergent ➤ Paving to be cleaned of waste ➤ Hose down with water 	<p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Once a week</p>
All lobbies in the building	<p>Glass doors</p> <ul style="list-style-type: none"> ➤ Clean glass doors with damp cloth and window cleaner <p>Tiles (Proper cleaning inclusive of all corners)</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom ➤ Damp Mop with clean water and germatol ➤ Scrub with appropriate tile stripper and industrial scrubbing machine 	<p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Twice a month</p>
All ablution facilities including ablution facilities for the disabled	<p>Floors</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom ➤ Damp mop with clean water and Germatol or similar detergent ➤ Scrub with appropriate tile stripper and industrial scrubbing machine <p>Walls, doors, door handles, light switches and mirrors, door frames & window seal</p> <ul style="list-style-type: none"> ➤ Spot clean all surfaces – walls, doors, door handles, light switches and mirrors with damp cloth, clean water and Germatol or similar detergent 	<p>Twice a day</p> <p>Twice a day</p> <p>Twice a day</p> <p>Once a month</p> <p>Twice a day</p>
	<p>Wash basins, urinals and toilet bowls</p> <ul style="list-style-type: none"> ➤ Clean and disinfect all wash basins, urinals and toilet bowls with Germatol or similar detergent 	<p>Twice a day</p>

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AREA	DESCRIPTION	FREQUENCY
	<p>Dustbins</p> <ul style="list-style-type: none"> ➤ empty, clean and wash dust bins with germatol (in- and outside) <p>Soap holders, hand towel holders and toilet paper holders and sanitiser holders</p> <ul style="list-style-type: none"> ➤ To be cleaned with a damp cloth and Germatol or similar detergent and replenish 	<p>Twice a day</p> <p>Twice a day</p>
Outer and inner staircases including linking passages as well as handrails and lights	<p>Floors</p> <ul style="list-style-type: none"> ➤ Sweep with broom ➤ damp mop with clean water and germatol ➤ scrub metal rails with steel wool ➤ clean light with damp cloth 	<p>Everyday</p> <p>Everyday</p> <p>Once a week</p> <p>Everyday</p>
Main passages as indicated in paragraph 2.1.6.1 to 2.1.6.7	<p>Floors (Proper cleaning inclusive of all corners) Vynil tiles</p> <ul style="list-style-type: none"> ➤ Sweep floor with kitchen broom ➤ Damp mop with clean water and Germatol or similar detergent ➤ Scrub with appropriate tile stripper and industrial scrubbing machine ➤ Polish with Hi-shine and industrial polisher <p>Information notice boards</p> <ul style="list-style-type: none"> ➤ Damp Mop with clean water and germatol or similar detergent <p>Windows (inside & outside)</p> <ul style="list-style-type: none"> ➤ Clean windows with window cleaner 	<p>Everyday</p> <p>Everyday</p> <p>Once a month</p> <p>Once a month</p> <p>Once a week</p> <p>Twice a year</p>
Walls in the passages indicated in paragraph 2.1.6.1 to 2.1.6.7	<ul style="list-style-type: none"> ➤ Spot clean communal area walls with damp cloth and clean water ➤ Wall grooves: Clean with damp cloth and clean water 	<p>Everyday</p> <p>Everyday</p>
All smoking areas around the building	<ul style="list-style-type: none"> ➤ Sweep smoking area with heavy duty broom 	<p>Everyday</p>

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AREA	DESCRIPTION	FREQUENCY
	<ul style="list-style-type: none"> ➤ Empty, clean and wash ashtrays with Germatol or similar detergent 	Everyday
	<ul style="list-style-type: none"> ➤ Dispose of all waste and dispose thereof 	Everyday
Lapas and surrounding areas and paving in lapas	<ul style="list-style-type: none"> ➤ Sweep with kitchen broom ➤ Sweep paving with heavy duty broom ➤ Empty, clean and wash dust bins with Germatol ➤ Dispose of all waste and dispose thereof ➤ Lapa to be cleaned and washed of all cobwebs ➤ Plastic covers to be cleaned with water and green liquid soap 	Everyday Everyday Everyday Everyday Once a week Once a week

AREA	DESCRIPTION	FREQUENCY
Offices at:	Offices	
<ul style="list-style-type: none"> ➤ LA Ground Floor and First Floor (Offices, kitchen and passage) ➤ Block W ground Floor within the security gates of the laboratories) ➤ Wellness Centre (Offices, kitchen, lapa and bathrooms) ➤ Block A Ground and First floor (Offices, kitchen and passage) ➤ Block C Ground and First Floor (Offices, kitchen and passage) ➤ Block X first floor (Offices and passage). ➤ LB First Floor (Offices, kitchen and passage) ➤ Block K First Floor (Offices and passages) ➤ Block Y first floor (five offices and passage) 	Floor tiles <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners ➤ Damp mop with clean water and Germatol or similar detergent ➤ Scrub with appropriate tile stripper and industrial scrubbing machine except in staircases where other form of scrubbing can be used. ➤ Remove & hang back curtains in the identified offices & boardrooms Floor carpets <ul style="list-style-type: none"> ➤ Sweep carpets with carpet broom ➤ Vacuum carpets floors with industrial vacuum cleaner. ➤ clean marks on the carpets Telephone Instruments <ul style="list-style-type: none"> ➤ Disinfect all telephones with 	Everyday Everyday Once a month When required Everyday Once a month When required Once a month

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<ul style="list-style-type: none"> ➤ L- First Floor (Offices, kitchen and passage) ➤ ZA Laboratory 	<p style="text-align: center;">Germatol or similar detergent</p> <ul style="list-style-type: none"> ➤ Clean telephone instruments <p>Windows</p> <ul style="list-style-type: none"> ➤ Clean with window cleaner(inside) <p>Surfaces (inclusive of windowsills)</p> <ul style="list-style-type: none"> ➤ Dust all surfaces with damp cloth ➤ Polish all wooden furniture with furniture polish ➤ Dust all surfaces (including cabinets and computers) with damp cloth <p>Waste disposal</p> <ul style="list-style-type: none"> ➤ Empty, clean and wash dustbins with Germatol ➤ Waste to be disposed at the municipality container <p>Cobwebs</p> <ul style="list-style-type: none"> ➤ Use feather duster in corners, furniture, doors and windows <p>Picture frames</p> <ul style="list-style-type: none"> ➤ Dust picture frames <p>Walls and light switches, door handles</p> <ul style="list-style-type: none"> ➤ Spot clean all walls and light switches with clean damp cloth <p>Boards and signage</p> <ul style="list-style-type: none"> ➤ Dust all boards and building signage hanging on ceiling with feather duster <p>KITCHENS</p> <p>Floor tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners ➤ Damp Mop with clean water and Germatol or similar detergent ➤ Scrub with appropriate tile stripper and industrial scrubbing machine <p>Walls, light switches and door handles</p> <ul style="list-style-type: none"> ➤ Spot clean all walls and light switches 	<p>Everyday</p> <p>Once a week</p> <p>Everyday</p> <p>Once a week</p> <p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Once a month</p> <p>Everyday</p>
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	with clean damp cloth	
	Waste Disposal > Empty, clean and wash dustbins with disinfectant General > Wash crockery, cutlery and glassware, microwaves, fridges > Wash interior and exterior of cupboards > Wash dish towels > Clean kettle > Clean the sink	Everyday Everyday Everyday Everyday Everyday
All lifts	> Sweep with kitchen broom > Damp Mop with clean water and Germatol or similar detergent > Damp wipe and spot clean sides, doors and control buttons > Mirrors: Clean with window cleaner > Door tracks: Spot clean with brush and damp cloth	Everyday Everyday Everyday Everyday Everyday
Wall mounted dustbins	Empty dustbin and clean it inside and outside Disinfect dustbins	Everyday Once a week
Security guard house in the main gate entrance	clean the floors, basins, toilet bowls, dust and polish furniture	Everyday
Replenish consumables in ablution facilities (toilet papers, sanitising wipes, hand towels, hand soaps)	Replenish consumables (toilet papers, sanitising wipes, hand towels, hand soaps)	Twice a day
Spring Cleaning (Stripping of surfaces, disinfection of surfaces including furniture door handles, pictures frames, computers, laptops, printers and machines)		Once every two months

M. A. P. Chavara

Terms of Reference / Specification

BID NUMBER:

SUBJECT: Appointment of a service provider to render general cleaning services at Sefala Building for a period of twenty-four (24) months

1. INTRODUCTION

This term of reference relates to general cleaning services to be rendered at Sefala Building for a period of twenty-four (24) months.

		COMPLY		
		YES	NO	REMARKS
2.	SCOPE			
2.1	The cleaning service is to be rendered at Sefala Building consisting of the following:			
(i)	Reception Area inclusive of security guard house at main entrance, balconies on south and north sides on ground floor, and steps;			
(ii)	Offices (Ground, 1st floor, 2nd floor, 3rd floor (only two offices), 4th floor 5th floor, 6th floor and 7th floor including balcony) except 3rd;			
(iii)	Kitchens (1st Floor to 7th Floors) inclusive of Lower Ground and Basement;			
(iv)	All fire escapes from Ground to Fifth Floor (Inside and Outside) at eastern, western and southern sides;			
(v)	All passages, except for 3rd floor;			
(vi)	Staircases;			
(vii)	Lifts and lift lobbies (Lower Ground Basement up to seventh floor);			
(viii)	Ablution facilities inclusive of private toilets in offices and garden flat;			
(ix)	conference/training facilities: Ground floor up to Seventh floor (excluding ground, 1st, 3rd and;			

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		COMPLY		
		YES	NO	REMARKS
(x)	Garden flat including enclosed courtyard – eastern side			
2.2	Operating hours and personnel requirements			
2.2.1	The service required in terms of this bid will be for weekdays only, therefore, is not required on weekends or public holidays. The department operates between 07:00 – 16:30.			
2.2.2	A minimum of <u>23</u> cleaners per day is required taking the area and requirements into consideration. However, the department reserve the right to request additional cleaner/s at the same bid or contract amount.			
2.2.3	Notwithstanding the number of cleaners required as per paragraph 2.2.2 above, additional <u>3</u> cleaners must be provided to render a cleaning service on a month-to-month basis not exceeding 24 months. These cleaners' service may be terminated prior to the 24 months if Covid-19 is no longer a threat, all officials return to office, and in-house cleaners with comorbidities are safe to discharge their cleaning duties in their respective areas.			
2.3	The following materials, equipment and supplies not limited to, must be provided by the successful service provider and the cost and maintenance thereof must be included in the bid:			
2.3.1	Liquid hand soap with glycerine for soap dispensers in ablution facilities;			
2.3.2	Floor stripper;			
2.3.3	Hi-Shine;			
2.3.4	Ammonia;			
2.3.5	Furniture polish;			
2.3.6	Window cleaner;			
2.3.7	Industrial scrubbing machines;			
2.3.8	Brooms for court yards;			

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		COMPLY		
		YES	NO	REMARKS
2.3.9	Brooms for floors			
2.3.10	Feather dusters;			
2.3.11	Dust cloths;			
2.3.12	Refuse bags (heavy duty);			
2.3.13	Germatol disinfectant chemicals or similar detergents to clean floors, walls, handrails, window panes (inside only) and door handles.			
2.3.14	Germatol disinfectant chemicals or similar detergents to clean basins, toilet bowls, male urinals and showers;			
2.3.15	Mops and janitor trolleys and caution boards			
2.3.16	Hose Pipe for cleaning lapas;			
2.3.17	Toilet brushes with holders;			
2.3.18	Step ladders to reach a height of ± 3 metres;			
2.3.19	Sanitising wipes;			
2.3.20	Dustbins (waste dustbins) - pedal push / pedal controlled 25lt;			
2.3.21	Vacuum cleaners for carpets;			
2.3.22	Carpet cleaner liquid; and			
2.3.23	Deo block for male urinals in male ablution facilities.			
3.	The following documentation/Information must be submitted with the bid as failure to submit the required documentation/Information will invalidate the quotation:			
3.1	The service provider must be an active registered member of the National Contract Cleaners Association (NCCA) or Black Economic Empowerment Cleaners Association (BEECA) & provide a valid certificate.			

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		COMPLY		
		YES	NO	REMARKS
3.2	The service provider must comply with Sectoral Determination 1 and amendments: Contract Cleaning Sector. The service provider must remunerate his/her employees the minimum wages as prescribed by the legislation in line with the industry wages.			
3.3	Failure to pay the employee the minimum wage as prescribed in the legislation on a monthly basis will lead to the contract to be cancelled with immediate effect.			
3.4	The service provider must provide a detailed breakdown of all costs associated with this bid including, employee cost, equipment, material, overheads, profit margin, escalation price and other related costs.			
4.	REQUIREMENTS WITH REGARD TO STANDARDS OF ALL MATERIAL/EQUIPMENT/CHEMICALS/DISINFECTANTS			
	Successful service provider must adhere to the following standards:			
4.1	Service provider must submit the required Materials Safety Data Sheet (MSDS) of all materials/chemicals/disinfectants to be used before commencement of duty. Failure may lead to cancellation of the contract with immediate effect.			
4.2	Must comply with OHSA (Occupational Health and Safety Act no 85 of 1993 as amended) and NEMA (National Environmental Management Act 26 of 2014) in carrying out duties. Hazardous Chemical Substance Act 15 of 1973.			
4.3	Equipment/material/chemicals/ to be used must comply with SABS (South African Bureau of Standards).			
4.4	Service provider must provide employees with PPE (Personal Protective Equipment) (Corporate identity); and			
4.5	All cleaning equipment and material must always be cleaned and kept clean.			

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5.	GENERAL			
5.1	All broken/damaged items such as toilets, toilet seats, taps etc. must be reported to the relevant Building Caretaker for urgent attention.			
5.2	Contractors are not allowed to participate in departmental events.			
5.3	The personnel of the successful bidder allocated at Sefala building will be required to undergo security screening and vetting by the Departmental Security Services Directorate.			

6. SERVICE REQUIREMENTS

AREA	DESCRIPTION	FREQUENCY
Reception Area inclusive of security guard house at main entrance, balconies on south and north sides on ground floor, and steps	<p>FLOORS:</p> <p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners ➤ Damp Mop with clean water and Dermatol or similar detergent ➤ Scrub with stripper <p>Walls and light switches</p> <ul style="list-style-type: none"> ➤ Spot clean all walls and light switches with clean damp cloth <p>Glass</p> <ul style="list-style-type: none"> ➤ Clean with appropriate window cleaner (Inside and Outside) <p>Steps</p> <ul style="list-style-type: none"> ➤ Sweep with outside broom ➤ Damp Mop 	<p>Every day</p> <p>Every day</p> <p>Once a month</p> <p>Everyday</p> <p>Everyday</p> <p>Every day</p> <p>Every day</p>
Offices (Ground Floor up to seventh floor)	<p>OFFICES</p> <p>Carpets</p> <ul style="list-style-type: none"> ➤ Sweep with carpet broom ➤ Vacuum carpets with industrial vacuum cleaner 	<p>Every day</p> <p>Every day</p>

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P. Chetty

AREA	DESCRIPTION	FREQUENCY
	<p>Floor tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners ➤ Damp mop with clean water and Dermatol or similar detergent ➤ Scrub with appropriate tile stripper and industrial scrubbing machine except in staircases where other form of scrubbing can be used. <p>Telephone Instruments</p> <ul style="list-style-type: none"> ➤ Clean and disinfect all telephone instruments <p>Windows/Windowsills/Glass doors</p> <ul style="list-style-type: none"> ➤ Clean with appropriate window cleaner (Only inside) <p>Surfaces</p> <ul style="list-style-type: none"> ➤ Dust all surfaces (including cabinets and computers) with damp cloth ➤ Polish all wooden furniture with furniture polish <p>Waste Disposal</p> <ul style="list-style-type: none"> ➤ Empty, clean and wash dustbins with disinfectant ➤ Waste to be disposed of at the outside municipality container at the back of Sefala Building 	<p>Every day</p> <p>Every day</p> <p>Twice amonth</p> <p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>Once a week</p> <p>Everyday</p> <p>Everyday</p>
<p>Kitchens (Seven floors) inclusive of Lower Ground Basement</p>	<p>FLOORS:</p> <p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners ➤ Damp Mop with clean water and Germatol or similar detergent ➤ Scrub with appropriate tile stripper and industrial scrubbing machine except in staircases where other form of scrubbing can be used. 	<p>Every day</p> <p>Every day</p> <p>Twice a month</p>

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AREA	DESCRIPTION	FREQUENCY
	<p>Walls and light switches</p> <ul style="list-style-type: none"> ➤ Spot clean all walls and light switches with clean damp cloth <p>Waste Disposal</p> <ul style="list-style-type: none"> ➤ Empty, clean and wash dustbins with disinfectant ➤ Waste to be disposed of at the outside municipality container at the back of Sefala Building 	<p>Every day</p> <p>Every day</p> <p>Everyday</p>
All fire Escapes from Ground to Fifth Floors (Inside and Outside) at eastern, western and southern sides	<p>Cement</p> <ul style="list-style-type: none"> ➤ Sweep and wash <p>Glass cupboard for fire extinguishers</p> <ul style="list-style-type: none"> ➤ Wipe glass with damp cloth 	<p>Once a week</p> <p>Once a week</p>
All Passages	<p>FLOORS:</p> <p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners ➤ Damp Mop with clean water and Germatol or similar detergent ➤ Scrub with approved tile stripper and industrial scrubbing machine ➤ Apply Hi-Shine with industrial polisher <p>Carpets</p> <p>Windows/Windowsills/Glass Doors</p> <ul style="list-style-type: none"> ➤ Clean with appropriate window cleaner (Inside and Outside) 	<p>Every day</p> <p>Every day</p> <p>Twice a month</p> <p>Once a week</p> <p>Everyday</p>
Staircases	<p>FLOORS:</p> <p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners ➤ Damp Mop with clean water and Germatol 	<p>Every day</p> <p>Every day</p>

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AREA	DESCRIPTION	FREQUENCY
	<p>or similar detergent</p> <ul style="list-style-type: none"> ➤ Machine scrub tiles <p>Carpets</p> <ul style="list-style-type: none"> ➤ Sweep with carpet broom inclusive of corners ➤ Vacuum carpets with industrial vacuum cleaner <p>Rails</p> <ul style="list-style-type: none"> ➤ Damp Cloth with disinfectant 	<p>Twice a month</p> <p>Every day Once a week</p> <p>Every day</p>
<p>Lifts inclusive of lift lobbies</p> <p>(Lower Ground Basement up to seventh floor)</p>	<ul style="list-style-type: none"> ➤ Sweep with carpet broom ➤ Wipe and clean walls, doors and light switches with damp cloth ➤ Mirrors: Clean with window cleaner ➤ Lift door tracks: Clean with brush and damp cloth 	<p>Every day Everyday</p> <p>Every day Every day</p>
<p>Ablution facilities inclusive of private toilets in offices and flat</p>	<p>Floors</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom ➤ Damp mop with clean water and dermatol ➤ Scrub with appropriate tile stripper and industrial scrubbing machine <p>Walls, doors, door handles, light switches and mirrors</p> <ul style="list-style-type: none"> ➤ Spot clean all surfaces – walls, doors, door handles, light switches and mirrors with damp cloth, clean water and Germatol 	<p>Twice a day</p> <p>Twice a day</p> <p>Once a week</p> <p>Twice a day</p>
	<p>Wash basins, urinals and toilet bowls</p>	

*NA
P. Chuan*

AREA	DESCRIPTION	FREQUENCY
	<ul style="list-style-type: none"> ➤ Clean and disinfect all wash basins, urinals and toilet bowls with Germatol or similar detergent Dustbins ➤ empty, clean and wash dust bins with germatol or similar detergent (in- and outside) Soap holders, hand towel holders and toilet paper holders ➤ To be cleaned with a damp cloth and Germatol or similar detergent and replenish 	<p>Twice a day</p> <p>Twice a day</p> <p>Twice a day</p>
<p>Conference/Training facilities: Ground floor up to seventh floor</p>	<p>FLOORS:</p> <p>Carpets</p> <ul style="list-style-type: none"> ➤ Sweep with carpet broom ➤ Vacuum carpets with industrial vacuum cleaner ➤ Spot clean marks <p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners ➤ Damp Mop with clean water and Germatol or similar detergent ➤ Scrub with approved tile stripper and industrial scrubbing machine ➤ Apply Hi-Shine with industrial polisher 	<p>Every day</p> <p>Once a week</p> <p>On request</p> <p>Everyday</p> <p>Every day</p> <p>Twice a month</p> <p>Once a week</p>
	<p>Windows/Window-sills/Glass Doors</p> <ul style="list-style-type: none"> ○ Clean with appropriate window cleaner (Only inside) 	<p>Everyday</p>
	<ul style="list-style-type: none"> ○ <p>Surfaces</p>	

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P. Chan

AREA	DESCRIPTION	FREQUENCY
	<ul style="list-style-type: none"> ➤ Dust all surfaces with damp cloth ➤ Dust all surfaces (including cabinets and computers) with damp cloth ➤ Polish all wooden furniture with furniture polish <p>Waste Disposal</p> <ul style="list-style-type: none"> ➤ Empty, clean and wash dustbins with disinfectant ➤ Waste to be disposed of at the outside municipality container at the back of Sefala Building <p>➤</p> <p>Picture frames</p> <ul style="list-style-type: none"> ➤ Dust various frames <p>Walls and light switches</p> <ul style="list-style-type: none"> ➤ Spot clean all walls and light switches with damp cloth 	<p>Every day</p> <p>Everyday</p> <p>Once a week</p> <p>Everyday</p> <p>Every day</p> <p>Every day</p> <p>Everyday</p>
Flat including enclosed court yard – eastern side	<p>FLOORS:</p> <p>Carpets</p> <ul style="list-style-type: none"> ➤ Sweep with carpet broom ➤ Vacuum carpets with industrial vacuum cleaner ➤ Spot clean marks <p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners ➤ Damp Mop with clean water and Germatol or similar detergent ➤ Scrub with approved tile stripper and industrial scrubbing machine ➤ Apply Hi-Shine with industrial polisher <p>Windows/Windowsills/Glass Doors</p> <ul style="list-style-type: none"> ➤ Clean with appropriate window cleaner (Only inside) 	<p>Every day</p> <p>Once a week</p> <p>Everyday</p> <p>Every day</p> <p>Every day</p> <p>Twice a month</p> <p>Once a week</p> <p>Everyday</p>

P. Chirano

AREA	DESCRIPTION	FREQUENCY
	<p>Surfaces</p> <ul style="list-style-type: none"> ➤ Dust all surfaces with damp cloth ➤ Dust all surfaces (including cabinets and computers) with damp cloth ➤ Polish all wooden furniture with furniture polish <p>Waste Disposal</p> <ul style="list-style-type: none"> ➤ Empty, clean and wash dustbins with disinfectant ➤ Waste to be disposed of at the outside municipality container at the back of Sefala Building <p>Picture Frames</p> <ul style="list-style-type: none"> ➤ Dust various frames <p>Walls and light switches</p> <ul style="list-style-type: none"> ➤ Spot clean all walls and light switches with damp cloth <p>Courtyard</p> <ul style="list-style-type: none"> ➤ Sweep with outside broom ➤ Hose down with hose pipe and water 	<p>Everyday</p> <p>Everyday</p> <p>Once a week</p> <p>Every day</p> <p>Every day</p> <p>Every day</p> <p>Every day</p> <p>Every day</p> <p>Once a week</p>
Replenish consumables (toilet papers, sanitising wipes, hand towels, hand soaps)	Replenish consumables (toilet papers, sanitising wipes, hand towels, hand soaps)	Twice a day
Spring Cleaning (Stripping of surfaces, disinfection of surfaces including furniture door handles, pictures frames, computers, laptops, printers and machines)		Once every two months

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 M. S. Chavara

ANNEXURE B

BID NUMBER:

SUBJECT: Appointment of a service provider to render general cleaning services at Harvest House for a period of twenty(24) months

1. INTRODUCTION

These terms of reference relate to general cleaning services to be rendered at Harvest House for a period of twenty four (24) months

		COMPLY		
		YES	NO	REMARKS
2.	SCOPE			
2.1	The successful service provider must render a cleaning service at Harvest House consisting of the following areas:			
	(i) Main entrance (Stoep) to building, reception area inclusive of waiting area and south wing (Ground Floor);			
	(ii) Lifts and lift lobbies (Ground floor to Fifth floor) as well as lift at overhead bridge between Harvest House and Agriculture Place;			
	(iii) Stair cases (Ground floor to Fifth floor inclusive of stairs to Roof Garden) inclusive of fire escapes;			
	(iv) Ablution facilities – Ground to Fifth Floor as well as private ablution facilities on second floor north side;			
	(v) Overhead bridge between Harvest House and Agriculture Place inclusive of stair cases at Agriculture Place (two floors);			
	(vi) Offices on the 1st floor north and south side, 2 nd floor north east side, 3 rd floor south side,			

ANNEXURE B

HARVEST HOUSE

P. Chere

		COMPLY		
		YES	NO	REMARKS
	4 th floor south side, 5 th floor north eastern side;			
	(vii) Passages, tea rooms, kitchens and conference facility on 2 nd floor north east side;			
	(viii) Kitchens between lifts and entrances to offices on 1 st to 5 th floor and smoking area on 5 th floor; and			
	(ix) Imbizo Conference Room inclusive of kitchen, ablution facilities and lobby.			
2.2.	Operating hours and personnel requirements			
2.2.1	The service required in terms of this bid will be for week days only, therefore, it is not required on weekends or public holidays. The department operates between 07:00 – 16:30.			
2.2.2	A minimum of <u>15</u> cleaners per day is required taking the area and requirements into consideration. However, the Department reserves the right to request additional cleaner/s at the same bid or contract amount.			
2.2.3	Notwithstanding the number of cleaners required as per paragraph 2.2.2 above, additional <u>5</u> cleaners must be provided to render a cleaning service on a month-to-month basis not exceeding 24 months. These cleaners' service may be terminated prior to the 24 months if Covid-19 is no longer a threat, all officials return to office, and in house cleaners with comorbidities are safe to discharge their cleaning duties in their respective areas.			
2.3	The following material, equipment and supplies not limited to, must be provided by the successful service provider and the cost and maintenance thereof must be included in the bid:			

ANNEXURE B

HARVEST HOUSE



P. Chene

		COMPLY		
		YES	NO	REMARKS
2.3.1	Refill of liquid hand soap with glycerine for soap dispensers in all ablution facilities;			
2.3.2	Floor stripper;			
2.3.3	Hi-Shine;			
2.3.4	Ammonia;			
2.3.5	Furniture polish;			
2.3.6	Window cleaner;			
2.3.7	Industrial scrubbing machines;			
2.3.8	Brooms for floors;			
2.3.9	Feather dusters;			
2.3.10	Dust cloths;			
2.3.11	Refuse bags (heavy duty) for offices, kitchens and ablutions;			
2.3.12	Germatol disinfectant chemicals or similar detergents to clean floors, walls, handrails, window panes and door handles;			
2.3.13	Germatol disinfectant chemicals and detergents to clean basins, toilet bowls, male urinals and showers;			
2.3.14	Mops ,janitor trolleys and caution boards;			
2.3.15	Toilet brushes with holders; Fine steel wool;			
2.3.16	Step ladders to reach a height of ± 3 metres;			
2.3.17	Sanitising liquid;			
2.3.18	Dustbins (waste dustbins) - pedal push / pedal controlled for ablutions and kitchens;			
2.3.19	Vacuum cleaners for carpets;			
2.3.20	Carpet cleaner liquid for spots on carpets; and			
2.3.21	Deo block for male urinals in male ablution facilities.			
3.	The following documentation/Information must be submitted with the bid as failure to submit			

ANNEXURE B

HARVEST HOUSE



P. Chene

		COMPLY		
		YES	NO	REMARKS
	the required documentation/information will invalidate the bid.			
3.1	The bidder must have a minimum of three (03) years previous experience with regards to the management of a cleaning service contract. The bidder must submit with the bid) verifiable reference/s in cleaning services covering at least three years of experience. The reference/s must be in the form of a reference letter from a previous or current contract. The reference letter must among others indicate the name of the company, contact details (contact person, telephone, email or fax), nature of contract and duration.			
3.2	The bidder must be an active registered member of the National Contract Cleaners Association (NCCA) or Black Economic Empowerment Cleaners Association (BEECA) & provide a valid certificate.			
3.3	The bidder must comply with Sectoral Determination 1 and amendments: Contract Cleaning Sector. Bidder must remunerate his or her employees the minimum wages as prescribed by the legislation in line with the industry wages; and			
3.4	The bidder must provide a detailed breakdown of all costs associated with this bid including, employee cost, equipment, material, overheads, profit margin, escalation price and other related costs.			
4.	REQUIREMENTS WITH REGARD TO STANDARDS OF ALL MATERIAL/EQUIPMENT/CHEMICALS/DISINFECTANTS. Successful bidder must adhere to the following standards:			
4.1	Bidder must submit the required Materials Safety Data Sheet (MSDS) of all materials/chemicals/disinfectants to be used before commencement of duty. Failure may lead to cancellation of the contract with immediate effect;			
4.2	Must comply with OHSA (Occupational Health and Safety Act no 85 of 1993 as amended) and NEMA			

ANNEXURE B

HARVEST HOUSE



		COMPLY		
		YES	NO	REMARKS
	(National Environmental Management Act 26 of 2014) in carrying out duties. Hazardous Chemical Substance Act 15 of 1973;			
4.3	Bidder must provide - employees with PPE (Personal Protective Equipment); (Corporate identity);			
4.4	Equipment/material/chemicals/ to be used must comply with SABS (South African Bureau of Standards); and			
4.5	All cleaning equipment and material must be cleaned and kept clean at all times.			
5.	GENERAL			
5.1	All broken/damaged items around the buildings e.g. toilet seats, taps etc. must be reported to the relevant Building Caretaker for urgent attention;			
5.2	Contractors are not allowed to participate in departmental events;			
5.3	The personnel of the successful bidder allocated at Harvest House will be required to undergo security screening and vetting by the Departmental Security Services Directorate.			

6. SERVICE REQUIREMENTS

AREA	DESCRIPTION	FREQUENCY
Main Entrance (Stoep) to building, reception area inclusive of waiting area and south wing (Ground Floor)(New Server Room)	Tiles	
	> Sweep with kitchen broom inclusive of corners	Every day
	> Damp Mop with clean water and Germatol or similar detergent	Every day
	> Scrub with appropriate tile stripper and industrial scrubbing machine	Once a month
	Floor (Cement)	
	> Sweep with kitchen broom inclusive of corners	Every day
	> Damp Mop with clean water and Germatol or similar detergent	Every day

ANNEXURE B

HARVEST HOUSE



AREA	DESCRIPTION	FREQUENCY
	<p>Windows/Glass/Glass doors</p> <ul style="list-style-type: none"> ➤ Clean with appropriate window cleaner (inside / outside) <p>Area Outside (Stoep)</p> <ul style="list-style-type: none"> ➤ Sweep with outside broom. ➤ Hose down with hose pipe and water. 	<p>Everyday</p> <p>Every day</p> <p>Once a week</p>
<p>Lifts and lift lobbies (Ground Floor to Fifth floor) as well as lift at overhead bridge between Harvest House and Agriculture Place</p>	<ul style="list-style-type: none"> ➤ Sweep with kitchen broom. ➤ Wipe and clean walls, doors and control panels with damp cloth. ➤ Mirrors: Clean with window cleaner. ➤ Lift door tracks: Clean with brush and damp cloth. 	<p>Every day</p> <p>Everyday</p> <p>Every day</p> <p>Every day</p>
<p>Stair cases (Ground Floor to fifth floor inclusive of stairs to Roof Garden) inclusive of fire escapes</p>	<p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners. ➤ Damp Mop with clean water and Germatol or similar detergent ➤ Machine scrub tiles. <p>Rails</p> <ul style="list-style-type: none"> ➤ Damp Cloth with disinfectant. 	<p>Every day</p> <p>Every day</p> <p>Twice a month</p> <p>Every day</p>

AREA	DESCRIPTION	FREQUENCY
Ablution facilities – Ground to Fifth Floor as well as private ablution facilities on second floor north side	Floors	
	<ul style="list-style-type: none"> ➤ Sweep with kitchen broom. 	Twice a day
	<ul style="list-style-type: none"> ➤ Damp mop with clean water and Germatol or similar detergent. 	Twice a day
	<ul style="list-style-type: none"> ➤ Scrub with appropriate tile stripper and industrial scrubbing machine. 	Once a month
	Walls, doors, door handles, light switches and mirrors, door frames & window seal	
	<ul style="list-style-type: none"> ➤ Spot clean all surfaces – walls, doors, door handles, light switches and mirrors with damp cloth, clean water and Germatol or similar detergent. 	Twice a day
	Wash basins, urinals and toilet bowls	
	<ul style="list-style-type: none"> ➤ Clean and disinfect all wash basins, urinals and toilet bowls with Germatol. 	Twice a day
	Dustbins	
	<ul style="list-style-type: none"> ➤ empty, clean and wash dust bins with germatol (in- and outside). 	Twice a day
Soap holders, hand towel holders and toilet paper holders		
<ul style="list-style-type: none"> ➤ To be cleaned with a damp cloth and Germatol or similar detergent, and replenish. 	Twice a day	

ANNEXURE B

HARVEST HOUSE



AREA	DESCRIPTION	FREQUENCY
<p>Overhead bridge between Harvest House and Agriculture Place inclusive of stair cases at Agriculture Place (Two floors)</p>	<p>Floors</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners. ➤ Damp Mop with clean water and Germatol or similar detergent. <p>Rails</p> <ul style="list-style-type: none"> ➤ Damp Cloth with disinfectant. <p>Windows</p> <ul style="list-style-type: none"> ➤ Clean with appropriate window cleaner (inside only). <p>Side panels</p> <ul style="list-style-type: none"> ➤ Wipe and clean side panels with damp cloth. 	<p>Every day</p> <p>Every day</p> <p>Every day</p> <p>Once a week</p> <p>Once a week</p>
<p>Offices on the 1st floor north and south side, 2nd floor north east side, 3rd floor south side, 4th floor south side, 5th floor north side,</p>	<p>Floor tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners. ➤ Damp mop with clean water and Germatol or similar detergent. ➤ Scrub with appropriate tile stripper and industrial scrubbing machine except in staircases where other form of scrubbing can be used. <p>Floor carpets</p> <ul style="list-style-type: none"> ➤ Sweep carpets with carpet broom. ➤ Vacuum carpets floors with industrial vacuum cleaner. 	<p>Every day</p> <p>Everyday</p> <p>Twice a month</p> <p>Every day</p> <p>Once a week</p>

ANNEXURE B

HARVEST HOUSE

P. Chinn

AREA	DESCRIPTION	FREQUENCY
	<ul style="list-style-type: none"> ➤ clean marks on the carpets. <p>Telephone Instruments</p> <ul style="list-style-type: none"> ➤ Clean/dust and disinfect all telephone instruments (damp-wipe) including cables. <p>Windows/Window-sills/Glass doors</p> <ul style="list-style-type: none"> ➤ Clean with appropriate window cleaner (Only inside). <p>Walls, Doors, Door handles, light switches and mirrors</p> <ul style="list-style-type: none"> ➤ Spot clean all surfaces – walls, doors, door handles, light switches and mirrors with damp cloth, clean water and Germatol or similar detergent. <p>Surfaces</p> <ul style="list-style-type: none"> ➤ Dust all surfaces (including cabinets) with damp cloth. ➤ Polish all wooden furniture with furniture polish. <p>Waste Disposal</p> <ul style="list-style-type: none"> ➤ Empty, clean and wash dustbins with disinfectant. ➤ Waste to be disposed off at the outside municipality container at the back of Harvest House. <p>Picture Frames</p> <ul style="list-style-type: none"> ➤ Dust various frames. 	<p>When required</p> <p>Everyday</p> <p>Everyday</p> <p>Once a week</p> <p>Every day</p> <p>Once a week</p> <p>Everyday</p> <p>Every day</p> <p>Everyday</p>
Passages, tea rooms, kitchens and conference facility on 2 nd floor north	PASSAGE:	

ANNEXURE B

HARVEST HOUSE

*M. Chand
& Chavara*

AREA	DESCRIPTION	FREQUENCY
east side	<p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners. ➤ Damp Mop with clean water and Germatol or similar detergent. ➤ Machine scrub tiles. <p>Tea room Inclusive of kitchen:</p> <p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners. ➤ Damp Mop with clean water and Germatol or similar detergent. ➤ Machine scrub tiles. <p>Carpets</p> <ul style="list-style-type: none"> ➤ Sweep with carpet broom. ➤ Vacuum carpets with industrial vacuum cleaner. ➤ Spot clean marks. <p>Walls, Doors, Door handles, light switches</p> <ul style="list-style-type: none"> ➤ Spot clean all surfaces – walls, doors, door handles, light switches and mirrors with damp cloth, clean water and Germatol or similar detergent. <p>Waste Disposal</p> <ul style="list-style-type: none"> ➤ Empty, clean and wash dustbins with disinfectant. ➤ Waste to be disposed off at the outside municipality container. <p>Crockery inclusive of microwaves, fridges</p>	<p>Every day</p> <p>Everyday</p> <p>Once a month</p> <p>Every day</p> <p>Every day</p> <p>Once a month</p> <p>Every day</p> <p>Once a week</p> <p>when required</p> <p>Everyday</p> <p>Everyday</p> <p>Everyday</p>

ANNEXURE B

HARVEST HOUSE

MB
P. Chena

AREA	DESCRIPTION	FREQUENCY
	<p>etc.</p> <ul style="list-style-type: none"> ➤ Wash crockery with clean water and dish-washing liquid and take back to offices. ➤ Wash dish clothes with clean water and bleach. ➤ Clean all electrical equipment with damp cloth and dishwashing liquid, inside and outside. 	<p>Everyday</p> <p>Everyday</p>
	<p>CONFERENCE FACILITIES:</p> <p>Carpets</p> <ul style="list-style-type: none"> ➤ Sweep with carpet broom. ➤ Vacuum carpets with industrial vacuum cleaner. ➤ Spot clean marks. <p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners. ➤ Damp Mop with clean water and Germatol or similar detergent. ➤ Machine scrub tiles. <p>Waste Disposal</p> <ul style="list-style-type: none"> ➤ Empty, clean and wash dustbins with disinfectant. ➤ Waste to be disposed off at the outside municipality container. <p>Surfaces</p> <ul style="list-style-type: none"> ➤ Dust all surfaces (including cabinets and computers) with damp cloth. ➤ Polish all wooden furniture with furniture polish. <p>Crockery</p>	<p>Everyday</p> <p>Once week</p> <p>when required</p> <p>Every day</p> <p>Everyday</p> <p>Once a month</p> <p>Everyday</p> <p>Every day</p> <p>Everyday</p> <p>Once a week</p>

ANNEXURE B

HARVEST HOUSE

MA Jones
P. Chandra

AREA	DESCRIPTION	FREQUENCY
	<ul style="list-style-type: none"> ➤ Wash crockery with clean water and dishwashing liquid. ➤ Wash water bottles with warm water and dishwashing liquid and refill. <p>Walls, Doors, Door handles, light switches</p> <ul style="list-style-type: none"> ➤ Spot clean all surfaces – walls, doors, door handles, light switches and mirrors with damp cloth, clean water and Germatol or similar detergent. <p>Other</p> <ul style="list-style-type: none"> ➤ All problems to be reported to relevant PA. <p>Wash Basins, Urinals and Toilet bowls</p> <ul style="list-style-type: none"> ➤ Clean and disinfect all wash basins, urinals, toilet bowls with Germatol or similar detergent. <p>Dustbins</p> <ul style="list-style-type: none"> ➤ Empty, clean and wash dust bins with Germatol or similar detergent inside and outside. <p>Soap holders, Hand Towel Dispensers ; Hand Blowers and Toilet Paper Holders and sanitiser holder.</p> <ul style="list-style-type: none"> ➤ To be cleaned with a damp cloth and Germatol or similar detergent and replenish. 	<p>Everyday</p> <p>Everyday</p> <p>Everyday</p> <p>When required</p> <p>Twice a day</p> <p>Every day</p> <p>Twice a day</p>
Kitchens between lifts and entrances to offices on 1 st to 5 th floor and	FLOORS:	

AREA	DESCRIPTION	FREQUENCY
smoking area on 5 th floor	<p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners. ➤ Damp Mop with clean water and Germatol or similar detergent. ➤ Machine scrub tiles. <p>Walls and light switches</p> <ul style="list-style-type: none"> ➤ Spot clean all walls and light switches with clean damp cloth. <p>Waste Disposal/Smoking areas</p> <ul style="list-style-type: none"> ➤ Empty, clean and wash dustbins/ashtrays with disinfectant. ➤ Waste to be disposed of at the outside municipality container 	<p>Every day</p> <p>Every day</p> <p>Once a month</p> <p>Everyday</p> <p>Twice a day</p> <p>Twice a day</p>
Imbizo Conference Room inclusive of kitchen, ablution facilities and lobby	<p>FLOORS:</p> <p>Carpets</p> <ul style="list-style-type: none"> ➤ Sweep with carpet broom. ➤ Vacuum carpets with industrial vacuum cleaner. ➤ Spot clean marks. <p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners. ➤ Damp Mop with clean water and Germatol or similar detergent. ➤ Scrub with approved tile stripper and industrial scrubbing machine. ➤ Apply Hi-Shine with industrial polisher. 	<p>Every day</p> <p>Once a week</p> <p>When required</p> <p>Every day</p> <p>Every day</p> <p>Once a month</p> <p>Once a week</p>
	Telephone Instruments	

AREA	DESCRIPTION	FREQUENCY
	<ul style="list-style-type: none"> ➤ Clean/dust and disinfect all telephone instruments (damp-wipe) including cables. <p>Windows/Window-sills/Glass Doors</p> <ul style="list-style-type: none"> ➤ Clean with appropriate window cleaner (inside and outside). <p>Surfaces</p> <ul style="list-style-type: none"> ➤ Dust all surfaces with damp cloth. ➤ Dust all surfaces (including cabinets and computers) with damp cloth. ➤ Polish all wooden furniture with furniture polish. <p>Waste Disposal</p> <ul style="list-style-type: none"> ➤ Empty, clean and wash dustbins with disinfectant. ➤ Waste to be disposed of at the outside municipality container at the back of Harvest House. <p>Walls and light switches</p> <ul style="list-style-type: none"> ➤ Spot clean all walls and light switches with damp cloth. 	<p>Everyday</p> <p>Once a week</p> <p>Everyday</p> <p>Everyday</p> <p>Once a week</p> <p>Everyday</p> <p>Everyday</p> <p>Every day</p>
Security Guard House at main gate	<p>FLOORS:</p> <p>Tiles</p> <ul style="list-style-type: none"> ➤ Sweep with kitchen broom inclusive of corners. ➤ Damp Mop with clean water and Germatol or similar detergent. ➤ Scrub with stripper. <p>Walls, light switches and counter</p> <ul style="list-style-type: none"> ➤ Spot clean all walls and light switches with 	<p>Every day</p> <p>Every day</p> <p>Once a month</p> <p>Everyday</p>

ANNEXURE B

HARVEST HOUSE

M. P. Chena

AREA	DESCRIPTION	FREQUENCY
	<p>clean damp cloth.</p> <p>Glass</p> <ul style="list-style-type: none"> ➤ Clean with appropriate window cleaner (Inside and outside). <p>Steps</p> <ul style="list-style-type: none"> ➤ Sweep with outside broom and damp mop. 	<p>Once a week</p> <p>Everyday</p>
<p>Replenish consumables in ablution facilities (toilet papers, sanitizing wipes, hand towels, hand soaps)</p>	<p>Replenish consumables (toilet papers, sanitizing wipes, hand towels, hand soaps)</p>	<p>Twice a day</p>
<p>Spring Cleaning (Stripping of surfaces, disinfection of surfaces including furniture door handles, pictures frames, computers, laptops, printers and machines</p>		<p>Once every two months</p>

ANNEXURE B

HARVEST HOUSE

PA
P. A. Chene

Terms of Reference / Specification

BID NUMBER:

SUBJECT: Appointment of a service provider to render general cleaning services at Roodeplaat Genetic Resources Centre for a period of twenty-four (24) months

1. INTRODUCTION

These terms of reference relate to general cleaning services to be rendered at Roodeplaat Genetic Resource Centre for twenty-four (24) months.

		COMPLY		
		YES	NO	REMARKS
2.	SCOPE			
2.1	The cleaning service is to be rendered at Genetic Resource Centre consisting of the following:			
2.1.1	Main entrance and exit doors;			
2.1.2	Foyer;			
2.1.3	Passages;			
2.1.4	Offices;			
2.1.5	Scullery;			
2.1.6	Laboratories;			
2.1.7	Storerooms;			
2.1.8	Training, Committee and Conference rooms;			
2.1.9	Tearooms;			
2.1.10	Kitchen;			
2.1.11	Ablutions;			
2.1.12	Sand and Preparation room;			

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2.1.13	Apparatus Areas;			
2.1.14	Darkroom;			
2.1.15	Seed store;			
2.1.16	Sick room;			
2.1.17	Base collection;			
2.1.18	Courtyards;			
2.1.19	Strong room;			
2.1.20	Farm kitchen;			
2.1.21	Auxiliary station work;			
2.1.22	Farm rest area;			
2.1.23	Veranda;			
2.1.24	Laboratories;			
2.1.25	Lapa area;			
2.1.26	Cold room area;			
2.1.27	All ablution facilities; and			
2.1.28	Maize store.			
2.2	Operating hours and personnel requirements			
2.2.1	The service required in terms of this bid will be for weekdays only, therefore, is not required on weekends or public holidays. The department operates between 07:00 – 16:30. The service provider will be required to do a 'spring' cleaning once every two months. The service provider will also be required to clean the windows (both sides).			
2.2.2	A minimum of <u>6</u> cleaners per day is required taking the area and requirements into consideration. However, the department reserve the right to request additional cleaner/s at the same bid or contract amount.			

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2.3	The following materials, equipment and supplies not limited to, must be provided by the successful service provider and the cost and maintenance thereof must be included in the bid:			
2.3.1	Refill of liquid hand soap with glycerine for soap dispensers in ablution facilities;			
2.3.2	Floor stripper;			
2.3.3	Hi-Shine;			
2.3.4	Ammonia;			
2.3.5	Spray furniture polish;			
2.3.6	Window cleaner;			
2.3.7	Industrial scrubbing machines;			
2.3.8	Brooms for floors and court yards;			
2.3.9	Brooms for floors;			
2.3.10	Feather dusters;			
2.3.11	Dust cloths;			
2.3.12_	Refuse bags (heavy duty);			
2.3.13	Germatol disinfectant chemicals or similar detergents to clean floors, walls, handrails, window panes and door handles;			
2.3.14	Germatol disinfectant chemicals or similar detergents to clean basins, toilet bowls, male urinals and showers;			
2.3.15	Mops ,janitor trolleys and caution boards;			
2.3.16	Hose Pipe for cleaning lapas;			
2.3.17	Toilet brushes with holders; fine steel wool;			
2.3.18	Step ladders to reach a height of ± 3 metres and ± 6 metres;			
2.3.19	Sanitising liquid;			
2.3.20	Dustbins (waste dustbins) - pedal push / pedal controlled;			

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2.3.21	Vacuum cleaners for carpets;			
2.3.22	Carpet cleaner liquid; and			
2.3.23	Deo block for male urinals in male ablution facilities.			
3.	The following documentation/Information must be submitted with the bid as failure to submit the required documentation/Information will invalidate the bid:			
3.1	The bidder must have a minimum of three (3) years previous experience with regards to the management of a cleaning service contract. The bidder must submit with the bid verifiable reference/s in cleaning services covering at least three years of experience. The reference/s must be in the form of a reference letters from a previous or current contract. The reference letters must among others indicate the name of the company, contact details (contact person, telephone, email or fax), nature of contract and duration.			
3.2	The service provider must be an active registered member of the National Contract Cleaners Association (NCCA) or Black Economic Empowerment Cleaners Association (BEECA) & provide a valid certificate.			
3.3	The service provider must comply with Sectoral Determination 1 and amendments: Contract Cleaning Sector. Service provider must remunerate his/her employees the minimum wages as prescribed by the legislation in line with the industry wages.			
3.4	Failure to pay the employee the minimum wage as prescribed in the legislation on a monthly basis will lead the contract to be cancelled with immediate effect.			
3.5	The service provider must provide a detailed breakdown of all costs associated with this bid including, employee cost, equipment, material, overheads, profit margin, escalation price and other related costs.			
4.	REQUIREMENTS WITH REGARD TO STANDARDS OF ALL MATERIAL/EQUIPMENT/CHEMICALS/DISINFECTANTS. Successful service provider must adhere to the following standards:			

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4.1	Service provider must submit the required Materials Safety Data Sheet (MSDS) of all materials/chemicals/disinfectants to be used before commencement of duty. Failure may lead to cancellation of the contract with immediate effect.			
4.2	Must comply with OHSA (Occupational Health and Safety Act no 85 of 1993 as amended) and NEMA (National Environmental Management Act 26 of 2014) in carrying out duties. Hazardous Chemical Substance Act 15 of 1973.			
4.3	Equipment/material/chemicals/ to be used must comply with SABS (South African Bureau of Standards).			
4.4	Service provider must provide his employees with PPE (Personal Protective Equipment) with their corporate identity.			
4.5	All cleaning equipment and material must always be cleaned and kept clean.			
5.	GENERAL			
5.1	All broken/damaged items around the building (e.g toilet seats, taps etc) must be reported to the relevant Building Caretaker for urgent attention.			
5.2	Contractors are not allowed to participate in departmental events.			
5.3	The personnel of the successful bidder allocated at Roodeplaat Plant Genetic Resource Centre will be required to undergo security screening and vetting by the Departmental Security Services Directorate.			
5.4	Remove and hang back curtains in the identified offices and boardrooms			

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6. SERVICE REQUIREMENTS
6.1 SEED TESTING AND GENE BANK

W: Weekly
 Q: Clean quarterly
 A: Clean annually
 R: As required

JOB DESCRIPTION	FREQUENCY																	
	Entrance & exit doors	Foyer	Passages	Offices	Laboratories	Scullery	Storerooms	Training, Committee and Conference	Teamroom	Kitchen	Ablutions	Sand and Prep room	Apparatus Areas	Darkroom	Seed store	Sick room	Base collection 12 13	Courtyards
1) Vinyl -																		
Sweep		5	5	5	5		Q	5								Q	5	
Damp mopping		5	5	5	5		Q	5								Q	W	
Machine buff (spray buff)		O	O	O	O		R	O								R		
Execute emergency cleaning			R	R	R											R		
2) Tiles																		
Sweep	5					5		5	5	5								
Damp mop	5					5		5	5	5								
Damp mop with disinfectant																		5

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AREA	Entrance & exit doors	Foyer	Passages	Offices	Laboratories	Scully	Storerooms	Training, Committee and Conference rooms	Tearoom	Kitchen	Ablutions	Sand and Prep room	Apparatus Areas	Darkroom	Seed store	Sick room	Base collection 12 13	Courtyards
3) Concrete -							Q					5	5	W	Q	M		
Sweep																		
ALL FLOORS:																		
Mop clean for spillages	R	R	R	R	R	R		R	R	R	R			R		R		
DISINFECT:																		
Clean & disinfect all bowl, basins, urinals & showers											5							
Clean & disinfect all telephones				M	W	Q		R	Q			W						
DAMP WIPE AND SPOT CLEAN:																		
Spot clean all surfaces (i.e. glass, walls, doors, light switches, furniture)		5	5	W	W	W	Q	R	5	5	5	W	R	Q	M	Q	R	
Clean all mirrors											5							
Window ledges			5	5	5	5		R	5	5	5	5		Q		Q		
Clean doormats and wells (1 only)	5																	
Wipe vents				Q	Q	Q	Q											
Wipe vertical blinds				T	T			R										

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AREA	Entrance & exit doors	Foyer	Passages	Offices	Laboratories	Scully	Storerooms	Training, Committee and Conference rooms	Tea room	Kitchen	Ablutions	Sand and Prep room	Apparatus Areas	Darkroom	Seed store	Sick room	Base collection	Courtyards
DUSTING:(dry cleaning)																		
Dust all horizontal surfaces at low levels		5	5	5	5	5	Q	R	5	5		5	5	Q	R	R		
Dust all high ledges and fittings *		W	W	T	T		Q	R	T	Q		T	T	T	T	T		
Dust all walls to a height of 2.5 m		M	M	M	M	M	M	R	M	M		M	M	R	M	R	R	
Clean & polish bright metal fittings and handrails			W		W						W							
Dust vertical blinds				M	M			R										
Polish desks and office furniture				W				W	W									
Vacuum cloth covered furniture (eg upholstered chairs)				M	M			M	M									
WASTE DISPOSAL:																		
Empty and clean all waste receptacles (normal waste)	5			5	5	5		R		5	5	5	5	R		R		
Remove all waste to specified areas (excluding bulk sand)	5			5	5	5		R		5	5	5	5	5		5		

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AREA	Entrance & exit doors	Foyer	Passages	Offices	Laboratories	Scully	Storerooms	Training, Committee and Conference rooms	Tea room	Kitchen	Ablutions	Sand and Prep room	Apparatus Areas	Darkroom	Seed store	Sick room	Base collection	Courtyards
KITCHEN SERVICES:																		
1) Staff tea (3x per day)										5								
Prepare water for tea										5								
Wash crockery, cutlery and glassware																		
2) Tea for meetings, courses, workshops, etc,																		
Prepare and serve tea										R								
Wash crockery and glassware										R								
Wash interior of cupboards										Q								
FIRE EXTINGUISHERS:																		
Damp wipe all fire equipment			M															
MISCELLANEOUS:																		
Replenish consumables				R	R	R	R	R		R	R							
WINDOWS:																		
Internal																		W

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External	AS REQUIRED	M
Clean outside metal blinds		Q

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AREA	Entrance & exit doors	Foyer	Passages	Offices	Laboratories	Scullery	Storerooms	Training, Committee and Conference rooms	Tea room	Kitchen	Ablutions	Sand and Prep room	Apparatus Areas	Darkroom	Seed store	Sick room	Base collection	Courtyards
OTHER AREAS:																		
Strong room																		

R -- UNDER SUPERVISION (SWEEP ONLY)

B) SPECIALISED CLEANING WORK

CLEANING CATEGORY CODES

D: Weekdays only (excluding weekends and public holidays)

DESCRIPTION OF SPECIALISED TYPE OF WORK	FREQUENCY FOR CONDUCTING WORK IN THE SCULLERY AND TISSUE CULTURE LABORATORY	Tenderer's response -- State YES or NO	If NO -- State your alternative
Remove laboratory work related containers from all laboratories to scullery	D		
Wash containers in hot water using special non-toxic liquid soap that is supplied by us for this purpose	D		
Rinse containers thoroughly using clean running water	D		
Place containers on drip rack to dry	D		
When containers are dry, replace into respective storage facilities	D		

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6.2 VARIETY CONTROL

AREA	Farm kitchen	Auxiliary station work	Far m rest area	Veranda	Laboratories	Lapa area	Cold room area	All ablution facilities	Maize store	Shade port
JOB DESCRIPTION	FREQUENCY									
FLOOR MAINTENANCE										
1) Concrete floor										
Sweep	5	3	3	5		R	R	5	R	R
Damp mopping	3			3				3		
2) kitchen										
Sweep	5									
Damp mop	3									
Damp mop with disinfectant	2									

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AREA	Farm kitchen	Auxiliary station work	Far m rest area	Veranda	Laboratories	Lapa area	Cold room area	All abluion facilities	Maize store	Shade port
3) Concrete -										
Sweep										
ALL FLOORS:										
Mop clean for spillages	R	R	R	R	R	R	R	R	R	R
DISINFECT:										
Clean & disinfect all bowl, basins, urinals & showers							3			
Clean & disinfect all telephones	3									
DAMP WIPE AND SPOT CLEAN:										
Spot clean all surfaces (i.e. glass, walls, doors, light switches, furniture	3	2	2			R		R		
Clean all mirrors								3		
Window ledges	3	3					3	R		
Clean doormats and wells (1 only)	1									
Wipe vents										
Wipe vertical blinds		R								

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AREA	Farm kitchen	Auxiliary station work	Far m rest area	Veranda	Laboratories	Lapa area	Cold room area	All abluton facilities	Maize store	Shade port
DUSTING:(dry cleaning)										
Dust all horizontal surfaces at low levels	5				R		R			
Dust all high ledges and fittings *	5				R		R			
Dust all * vertical surfaces (walls etc.) * to a height of 2.5 m	5				R		R			
Clean & polish bright metal fittings and handrails										
Dust vertical blinds	5				R		R			
Polish desks and office furniture										
Vacuum cloth covered furniture										
WASTE DISPOSAL:										
Empty and clean all waste receptacles	5	5								
Remove all waste to specified areas (excluding bulk sand)	5	5								

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AREA	Farm kitchen	Auxiliary station work	Far m rest area	Veranda	Laboratories	Lapa area	Cold room area	All abluton facilities	Maize store	Shade port
KITCHEN SERVICES:										
1) Staff tea (2x per day)										
Boil water for tea	5									
Wash crockery, cutlery and glassware										
2) Tea for meetings, courses, workshops, etc,										
Wash interior of cupboards	2	2								
FIRE EXTINGUISHERS:										
Damp wipe all fire equipment	M	M	M	M			M			
MISCELLANEOUS:										
Replenish consumables										
WINDOWS:										
Internal										
External										
	ONCE A MONTH									
Spring Cleaning (Stripping of surfaces, disinfection of surfaces including furniture door handles, pictures frames, computers, laptops, printers and machines										
	ONCE EVERY TWO MONTHS									

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Additional Information for prospective bidders

Building Name	Size (Area to be cleaned)	No. of cleaners	COV-19 Additional Cleaners	Toilets	Cubicles	Urinals
1. Agriculture Place	15 075m ²	35	5	60	183	54
2. Harvest House	6 215m ²	15	5	14	36	9
3. Roodeplaat	3 098m ²	6	0	12	24	7
4. Sefala Building	7 186m ²	23	3	19	44	27

NB: 40L Push Pedal Bin

Contacts

1. Agric Place(Johannes Ndlovu): (012)319-6779 / 071 881 5076
2. Harvest House (Willie Smit): (012)319 – 6558 / 082 341 0128
3. Sefala Building(Elliot Radebe): (012)319 – 8129 / 083 762 2332
4. Roodeplaat (Benny Maroga): 082 656 3689 / 072 506 8621
5. Roodeplaat (Thabo Tjikana):(012)808 – 5392 / 072 650 3972

Address

1. Agric Place: 20 Steve Biko Street, Arcadia
2. Harvest House: 30 Hamilton Street, Arcadia
3. Sefala Building: 503 Belvedere Street, Arcadia
4. National Genetic Resources Centre, Roodeplaat: R573 Moloto Road(14.5 Km)

NB: the square meters provided above might not be 100% accurate so it is remains the responsibility of each bidder to measure the building for proper allocation of the required number of cleaners as per the approved specification. The pricing should however be calculated as per numbers of cleaners, in line with paragraph 3.4 of the Terms of Reference for Agriculture Place, Sefala and Harvest House and paragraph 3.5 of the Terms of reference for Roodeplaat Plant Genetic Resource Centre respectively.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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