

SSC WC 11 (2021/2022) DALRRD

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, FOR RENDERING OF GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT, SURVEYOR-GENERAL: CAPE TOWN FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR NUMBER 90 PLEIN STREET, PART 8th FLOOR, 9TH & 10TH FLOORS.

COMPULSORY VIRTUAL BRIEFING SESSION:

DATE: 24 AUGUST 2021.

VENUE: MS TEAMS

DUE TO THE COVID-19 PANDEMIC, WE OPT TO HAVE THE BRIEFING SESSION VIRTUALLY THROUGH MICROSOFT TEAMS. SERVICE PROVIDERS ARE URGED TO INSTALL THE WEB VERSION OF MICROSOFT TEAMS IN ORDER TO PARTICIPATE IN THE BRIEFING SESSION. SUPPLIERS WHO WISH TO ATTEND THE BRIEFING SESSION SHOULD EMAIL THEIR MICROSOFT TEAMS CREDENTIALS TO LINCOLN.MATHEBULA@DALRRD.GOV.ZA BY END OF BUSINESS DAY 23 AUGUST 2021.

TIME: 11:00 AM

NON-COMPULSORY SITE INSPECTION:

DATE: 26 August 2021 **(Only)**

VENUE: 90 PLEIN STREET, 9TH FLOOR, SURVEYOR-GENERAL WESTERN CAPE.

BIDDERS MUST RSVP THEIR DETAILS TO Nonhlanhla.malinga@dalrrd.gov.za

TIME: By Appointment

CLOSING DATE:

DATE: 03 SEPTEMBER 2021

TIME: 11:00 AM

VENUE: BID DOCUMENT TO BE SUBMITTED AT THE BID BOX SITUATED AT NUMBER 14 LONG STREET, CAPE TOWN-SECURITY AREA AT GROUND FLOOR.

It is the prospective bidder's responsibility to ensure that the bid document reached the departmental tender box before the closing date and time. courier deliveries must be given instructions to drop proposals inside bid box as no waybills will be signed by any officials.

TECHNICAL ENQUIRIES : Ms. Samantha Jones-Phillipson
TEL : 071 856 0593
MOBILE : 071 856 0593
EMAIL : Samantha.jones-phillipson@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Lincoln Mathebula
TEL : 021) 409 0523
EMAIL : Lincoln.mathebula@dalrrd.gov.za



agriculture, land reform & rural development

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

Chief Directorate: Provincial Shared Service Centre: **Sub-Directorate:** Demand and Acquisition
Management Services: **Enquiries:** Mr. Sicelo Zwane: **Tel:** (021) 409 0605

BID NUMBER: SSC WC 11 (2021/2022) DALRRD

CLOSING TIME: 11H00

CLOSING DATE: 03 SEPTEMBER 2021

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
 2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD 1, SBD 2, SBD 3.1, SBD 4, SBD 6.1, SBD 8, SBD9, terms of reference.
 3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
 4. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
MR S ZWANE
DEPUTY DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT
DATE: 13 AUGUST 2021

MAP TO BIDDER BOX (B BOX)

**SSC WC 11 (2021/2022) DALRRD CLOSING DATE: 03 SEPTEMBER 2021
AT 11:00 AM.**

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

**IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO ENSURE
THAT THE BID DOCUMENT REACHED THE DEPARTMENTAL
TENDER BOX BEFORE THE CLOSING DATE AND TIME. COURIER
DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP
PROPOSALS INSIDE BID BOX AS NO WAYBILLS WILL BE SIGNED
BY OFFICIALS.**

**THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH
BLACK INK SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT
RETYPE.**

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

**Department of Agriculture, Land Reform & Rural Development Acquisition
Management
(TENDER BOX)
14 LONG STREET
CAPE TOWN
8000**

**It is the prospective bidder's responsibility to ensure that the bid document reached the
departmental tender box before the closing date and time. courier deliveries must be
given instructions to drop proposals inside bid box as no waybills will be signed by any
officials.**

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM
& RURAL DEVELOPMENT IS OPEN 08 HOURS A DAY, 5 DAYS A WEEK. THE BID BOX
WILL BE CLOSED AT 11H00 AM WHICH IS THE CLOSING TIME OF BIDS.**

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE
CORRECT ADDRESS
SUBMIT YOUR BID IN A SEALED ENVELOPE**

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

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF					
BID NUMBER:	SSC WC 11 (2021/2022) DALRRD	CLOSING DATE:	03 SEPTEMBER 2021	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING OF GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT, SURVEYOR-GENERAL: CAPE TOWN FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR NUMBER 90 PLEIN STREET, PART 8th FLOOR, 9TH & 10TH FLOORS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
14 LONG STREET					
CAPE TOWN					
GROUND FLOOR (BID BOX)					
SECURITY AREA AT GROUND FLOOR (NEXT TO SECURITY AREA).					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Lincoln Mathebula		CONTACT PERSON	Ms Samantha Jones Phillipson	
TELEPHONE NUMBER	021 409 0523		TELEPHONE NUMBER	071 856 0593	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	lincoln.mathebula@dalrrd.gov.za		E-MAIL ADDRESS	samantha.jones-phillipson@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:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
2.1 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]		2.2 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 1.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS	
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2	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.
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

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

DATE:

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

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

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

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

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

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

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

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

AUTHORITY OF SIGNATORY

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

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

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

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

Name of bidder.....	Bid number: SSC WC 11 (2021/2022) DALRRD
Closing Time: 11:00 AM	Closing date: 03 SEPTEMBER 2021

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
The DETAILED PRICING SCHEDULE must be completed IN FULL and the TOTAL BID Price must be provided here.		

- Required by:
-
- At:
-
- Does the offer comply with the specification(s)? YES/NO
- If not to specification, indicate deviation(s)

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

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

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- ** "all applicable taxes" includes value- added tax

SSC WC 11 (2021/2022) DALRRD

**PRICING SCHEDULE FOR THE
APPOINTMENT OF SERVICE PROVIDER FOR
RENDERING OF GENERAL CLEANING
SERVICES FOR THE DEPARTMENT OF
AGRICULTURE, LAND REFORM AND RURAL
DEVELOPMENT, SURVEYOR-GENERAL:
CAPE TOWN FOR A PERIOD OF THIRTY-SIX
(36) MONTHS FOR NUMBER 90 PLEIN
STREET, PART 8th FLOOR, 9TH & 10TH
FLOORS.**

PRICING SCHEDULE

(Services)

NAME OF SERVICE PROVIDER:

Bid No.: **SSC WC 11 (2021/22) DALRRD**

Closing Date: **03 SEPTEMBER 2021**

Closing Time: **11:00 AM**

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

TOTAL PRICE R.....

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

- **NB: Monthly costs of supervisor, cleaners and relievers must be inclusive of all hidden costs (UIF, Bonus, COIDA, skills development levy & provident fund)**
- **All cleaning equipment and detergents must be provided by the bidder.**
- **Pricing must be fixed for the duration of the project. Only the wage increment based on a Department of Labour Sectorial wage determination and VAT changes will be considered.**

A. LABOUR RATES

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	QUANTITY REQUIRED	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
SUPERVISOR	R.....	01	36 MONTHS	R.....
CLEANERS	R.....	06	36 MONTHS	R.....
SUBTOTAL COST (EXCL VAT)				R.....

B. CLEANING EQUIPMENTS, MACHINERY AND CLEANING DETERGENTS

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
Leased Equipment and Machinery	R.....	36 MONTHS	R.....
Cleaning Detergents	R.....	36 MONTHS	R.....
SUBTOTAL COST (EXCL VAT)			R.....

C. HYGIENE SERVICES AND REPLENISHMENT

HYGIENE SERVICE TASK DESCRIPTION	MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
REPLENISHMENT OF TOILET PAPER (Minimum 400 rolls)	R.....	36 MONTHS	R.....
REPLENISHMENT OF HAND TOWELS IN KITCHENS AND BATHROOMS (uninterrupted daily supply)	R.....	36 MONTHS	R.....
SUPPLY OF AUTOMATIC AIR FRESHENER DISPENSER AND REPLENISHMENT	R.....	36 MONTHS	R.....
SUPPLY AND REPLENISHMENT OF URINAL MATS (SANITIZER) (9 Urinals + weekly replenishment)	R.....	36 MONTHS	R.....
SUPPLY OF LIQUID SOAP PER TOILET, WITH AUTOMATIC BATTERY-OPERATED SOAP DISPENSER FITTED PER TOILET AREA (34 dispensers + hand wash liquid soap weekly replenishment 250ml)	R.....	36 MONTHS	R.....
SUPPLY, INSTALLATION, MAINTAINANCE AND REPLENISHMENT OF SANITARY WIPES PER TOILET, WITH DISINFECTANT WIPE DISPENSER (25 toilet cubicles, daily replenishment of 20 wipes per toilet).	R.....	36 MONTHS	R.....
TOTAL COST EXC VAT			R.....

SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST FOR THE PROJECT
A. TOTAL COST FOR LABOUR RATES	R.....
B. TOTAL EQUIPMENT, MACHINERY AND DETERGENTS	R.....
C. TOTAL COST FOR HYGIENE SERVICES	R.....
D. OTHER (e.g. Profit, Operational costs, etc)	R.....
VAT @ 15%	R.....
F. TOTAL BID PRICE ALL INCLUSIVE	R..... (Should reflect on SBD 1 as well)

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (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 attach proof of such authority to the bid document? **YES / NO**

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

.....

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

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

- (b) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) “**consortium or joint venture**” 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;
- (h) “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- (i) “**EME**” means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) “**non-firm prices**” means all prices other than “firm” prices;
- (m) “**person**” includes a juristic person;
- (n) “**QSE**” means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) “**sub-contract**” means *the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*
- (q) “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 8.1.1 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.

(Tick applicable box)

YES		NO	
-----	--	----	--

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

9.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>

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?</p> <p>(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)?</p> <p>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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.4.1	If so, furnish particulars:		

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

SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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



DEPARTMENT OF SUPPLIER MAINTENANCE:

Head Office Only

Captured By: _____	
Date Captured: _____	_____
Authorised By: _____	_____
Date Authorised: _____	_____
Supplier code: _____	_____
Enquiries. :	
Tel. No.: _____	_____

BAS PMIS LOGIS WCS
 CONTRACTOR
 CONSULTANT

OFFICE:
The Director General : DEPT OF

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

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

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

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

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

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

Company/ Personal Details	
Registered Name	<input style="width: 100%;" type="text"/>
Trading Name	<input style="width: 100%;" type="text"/>
Tax Number	<input style="width: 100%;" type="text"/>
VAT Number	<input style="width: 100%;" type="text"/>
Title:	<input style="width: 100%;" type="text"/>
Initials:	<input style="width: 100%;" type="text"/>
First Name:	<input style="width: 100%;" type="text"/>
Surname:	<input style="width: 100%;" type="text"/>
Postal and Street Address Detail of the Company/ Individual	
Postal Address	<input style="width: 100%;" type="text"/>
Street Address	<input style="width: 100%;" type="text"/>
Postal Code	<input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>
New Detail	
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information	
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other (Specify)
Department Number	<input style="width: 100%;" type="text"/>

Supplier Account Details

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

Account Name

Account Number

Branch Name

Branch Number

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

ID Number

Passport Number

Company Registration Number

*CC Registration

***Please include CC/CK where applicable**

Practise Number

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

Contact Details

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

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

Adress of Office where form is submitted from



agriculture, land reform
& rural development

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

Chief Directorate: Surveyor General: Western Cape, 90 Plein Street, Cape Town,
Private Bag X9159, Cape Town, 8000, Tel (021) 467 4800, Fax No 021 465 3008

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR
RENDERING OF GENERAL CLEANING SERVICES FOR THE DEPARTMENT OF
AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT, SURVEYOR-
GENERAL: CAPE TOWN FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR
NUMBER 90 PLEIN STREET, PART 8th FLOOR, 9TH & 10TH FLOORS.**

TENDER NUMBER: SSC WC 11 (2021/2022) DALRRD

COMPULSORY BRIEFING SESSION:

DATE: 24 AUGUST 2021.

VENUE: DUE TO THE COVID-19 PANDEMIC, WE OPT TO HAVE THE BRIEFING
SESSION VIRTUALLY THROUGH MICROSOFT TEAMS. SERVICE PROVIDERS
ARE URGED TO INSTALL THE WEB VERSION OF MICROSOFT TEAMS IN ORDER
TO PARTICIPATE IN THE BRIEFING SESSION. SUPPLIERS WHO WISH TO
ATTEND THE BRIEFING SESSION SHOULD EMAIL THEIR MICROSOFT TEAMS
CREDENTIALS TO LINCOLN.MATHEBULA@DALRRD.GOV.ZA BY **END OF
BUSINESS DAY 23 AUGUST 2021.**

TIME: 11:00 AM



CLOSING DATE:

DATE: **03 SEPTEMBER 2021**

TIME: 11:00 AM

VENUE: 14 LONG STREET, SECURITY AREA AT GROUND FLOOR; BID DOCUMENTS TO BE DROPPED AT BID BOX

It is the prospective bidder's responsibility to ensure that the bid document reached the departmental tender box before the closing date and time. courier deliveries must be given instructions to drop proposals inside bid box as no waybills will be signed by any officials.

1. INTRODUCTION TO THE BID

The Department of Agriculture, Land Reform and Rural Development (DALRRD) requires best service possible at a competitive price and the service provider must ensure that its offer contains comprehensive and detailed information on the products and services offered.

The basis of the proposed Contract is that the service provider supplies full cleaning services in respect of the Cleaning Areas and charges the Department a fixed price for rendering such services. The successful bidder (contractor) will provide the cleaning services as specified herein and in accordance with the standards set and the requirements of the client, on the terms and conditions as outlined in this document.

The cleaning services are required at a portion of 8th and 9th-10th Floor, 90 Plein Street, Surveyor General. The Department accommodates its personnel in this building and requires cleaning services in respect of this facility.

A bid is accordingly hereby invited for the provision of such services in accordance with the provisions of the specification documents forming part of this bid invitation.



2. GENERAL INFORMATION ON THE SURVEYOR-GENERAL OFFICE BUILDING

Number of employees	: ±70
Type	: Office Building
Number of floors	: 2 and a Quarter
Number of toilet rooms	: 18
Number of cubicles	: 25
Number of urinals	: 9
Number of tea kitchens	: 5
Number of hand basins	: 34
Number of passages	: 13 excluding lift foyers
Number of Storerooms	: 5
Number of boardrooms	: 2
Estimated number of visitors to public counter	: ± 60 per day

3. CONTRACT PERIOD

This contract shall commence from the 1st October 2021, date of appointment, for a period of 36 months

4. MINIMUM CLEANER REQUIREMENT

- 4.1 A minimum of 6 Cleaners and 1 on site Supervisor required
- 4.2 The cleaners should have obtained a SETA recognized National Certificate in Hygiene & cleaning at NQF Level 1 competency certification (proof to be attached).
- 4.3 One (1) on site supervisor with the following key competencies:



- 4.3.1** The supervisor must have, as a minimum, a grade 12 certificate (proof to be attached) and certificate (s) of competency for cleaner Foreman (certificates to be attached). The supervisor must have the ability to read and write and should be able to converse fluently in English.
- 4.3.2** The supervisor must have a good understanding of their post/job description and must at all times be capable of leading and supervising his/her subordinates.
- 4.3.3** The appointed supervisor should always be reachable, and if necessary, the contractor will be responsible to supply the supervisor with a cellphone.

5. AREA(S) TO BE SERVICED

(Areas are gross measure, across walls, partitions, etc.)

AREA	SIZE (m ²)
Office area	+/- 6 000m ²
Toilet area	+/- 120m ²
Tea Kitchen area	+/- 18m ²

- 6. CONSUMABLES** [should be read along with annexure A (Bill of Quantities) and annexure D (Cleaning materials list and product data sheet)]. It will be the responsibility of a Service Provider to supply all quantities of toiletries, cleaning materials, other consumables taking into account that toilets are also being used by clients of the office and must be included in the calculation of these quantities.



Product	Specification	Minimum usage per month
Toilet paper	Complies to SABS regulations 1828 1 Ply virgin Toilet Paper •500 Sheets as per SABS regulations •Sappi Triple Green Tissue •19gsm Environmentally friendly certified White, strong, thick and super absorbent	400 rolls
Liquid hand soap and hand sanitizer in toilets and kitchens	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply
Air freshener automatic dispensing – dispenser mounted on wall	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply
Disposable hand towels (paper) for each toilet and kitchen in box	Complies to SABS regulations 1828 Single sheet dispensing. 1 Ply virgin white, strong, thick and super absorbent Environmentally friendly certified	Uninterrupted daily supply



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Sterile liquid for toilet seats in bottles for all toilets	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply
Dishwashing Liquid in bottle for all kitchens 750ml bottles	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply
Liquid bleach in bottle for all kitchens in 750ml bottles	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply
Dish cloths and drying dish towels per kitchen	Super absorbent terry dishcloths and dishtowels	Uninterrupted daily supply
Furniture polish	Complies to SABS regulations 1828	Uninterrupted daily supply
All-purpose cleaning agent	Complies to SABS regulations 1828	Uninterrupted daily supply

Product	Specification	Minimum usage per month
Urinal mats	To be in accordance with SABS	Uninterrupted daily supply
Cleaning agent for glass and mirrors	Non-abrasive, complies to SABS regulations 1828	Uninterrupted daily supply
Refuse bags for office bins	To be in accordance with SABS	Uninterrupted daily supply
Refuse bags for kitchen bins	To be in accordance with SABS	Uninterrupted daily supply



Cleaning agent for windows	To be in accordance with SABS	Uninterrupted supply	daily
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NOTE: Only clear, transparent, non-tinted bags shall be used at all times for the removal of office waste material. The use of black plastic bags is strictly not permitted.

7. WARNING SIGNS

The contractor shall provide warning signs in all areas of operation where people could be injured as a result of the cleaning activities, (e.g., wet floors), and when toilets are being serviced. The warning signs shall be in English, Afrikaans and Xhosa and shall be neat and easy to read, from a short distance.

8. WINDOW CLEANING

The contractor must be fully equipped to clean the windows on the inside of the building once a month.

9. SCOPE OF CLEANING SERVICES

- 9.1** The Service Provider shall provide all management, tools, equipment and labour necessary to ensure that the required services are provided in accordance with commonly accepted commercial practices, the provisions of this contract and to ensure that the Premises reflect a clean, neat and professional appearance and image.
- 9.2** Service provider shall provide the Cleaning Services as more fully detailed in the specifications below and shall comply fully with them.



10. CLEANING SERVICE TASK DESCRIPTION

AREA/FACILITY	Daily	Twice daily	Three times	Weekly	Monthly	Quarterly	Exceptions to frequency cleaning
10.1 DUSTING							
a) Unless otherwise stated, the under-mentioned should be dusted with a soft cloth or duster, which is commercially available for this purpose. i) The contents of each room ii) All surfaces and partitions	X						
b) Storeroom should be dusted on request.							On request
c) Dust indoor blinds				X			
d) Damp-wash indoor blinds					X		
10.2 DOORS:							
a) Remove dirty spots on wooden and metal doors	X						
b) Polish door-knobs with an approved						X	Antique cupboards - handles



metal polish where applicable							
c) Covid – sanitize wipe door handles		X					
AREA/FACILITY	Daily	Twice daily	Three times	Weekly	Monthly	Quarterly	Exceptions to frequency cleaning
10.2 GLASS WINDOWS AND OTHER SURFACES							
a) All indoor glass surfaces washed with a degreasing agent and equipment that will not scratch the surface, and polished.						X	
b) Dust/wash partition glass above office doors				X			
c) Covid 19 – sanitize wipe Perspex screens	X						
10.3 FURNITURE							
a) Polish wooden furniture everywhere with an approved polish. Such polish should not be greasy				X			
b) Remove dirty spots from glass tops, desks and other furniture in an appropriate way				X			



c) Damp-wash glass tops of furniture and polish						X		
d) Remove dirty spots from glass doors of bookcases					X			
e) Damp-wash those parts of furniture covered in leather or imitation leather				X				
f) Cleaning of counters	X							
g) Wipe empty shelves with a damp cloth				X				
h) Vacuum those parts of furniture covered with fabric					X			
AREA/FACILITY		Daily	Twice daily	Three times	Weekly	Monthly	Quarterly	Exceptions to frequency cleaning
10.4 INTERNAL WALLS:								
a) Remove spots and fingerprints on walls, painted surfaces, electric switches (plugs), etc.				X				
b) Covid 19 – Wipe and Sanitize light switches	X							
c) Dust wooden panels and partitions					X			
d) Damp-wash wall tiles					X			



e) Wash windows sills with soap and water	X						
10.5 TOILET AREA:							
a) Toilet area to be cleaned early in the morning before staff arrives for work, i.e., before 07:30 and again at lunchtime		X					
b) Toilets are to be checked at least three times a day for cleanliness and availability of toilet paper and paper towels			X				
c) Covid 19 – additional wipe and sanitizing of door handles, toilet flushers and taps	X						
AREA/FACILITY	Daily	Twice daily	Three times daily	Weekly	Monthly	Quarterly	Exceptions to frequency cleaning
10.6 RUBBISH BINS							
a) Rubbish bins in offices shall be emptied		X					
b) The rubbish bins in the toilets shall be emptied		X					



c) The rubbish bins in the kitchens shall be emptied		X					
d) All rubbish bins should be washed with an approved disinfectant				X			
10.7 TOILET PANS, SEATS, COVERS, URINALS, PAPER TOWEL DISPENSERS, TAPS, AND HAND AIR-DRYERS							
a) Clean and disinfect with an approved disinfectant		X					
b) Clean and polish all metal surfaces	X						
c) Wash toilets and toilet seats & dry toilet seats		X					
d) An approved agent should be put in toilet pans to prevent deposits forming (Deep clean)				X			
e) Wash urinals with antiseptic soap and water.		X					
f) Ensure urinals mats to be added to urinals. (Do not place mothballs in urinals).					X		
g) Wash washbasins and dry		X					



h) Hand dryers should be wiped daily	X						
AREA/FACILITY	Daily	Twice daily	Three times	Weekly	Monthly	Quarterly	Exceptions to frequency cleaning
10.8 MIRRORS							
a) Clean and polish all mirrors	X						
10.9 WALL TILES							
a) Remove dirty spots	X						
b) Wash with soap and water to which a sufficient amount of approved disinfectant has been added					X		
10.10 WALLS AND PARTITIONS							
a) Remove dirty spots, including doors				X			
b) Wash with soap and water to which a sufficient amount approved disinfectant has been added						X	
10.11 VISIBLE PIPES							



a) Clean all visible pipes					X		
AREA/FACILITY	Daily	Twice daily	Three times	Weekly	Monthly	Quarterly	Exceptions to frequency cleaning
10.12 CONSUMABLES							
The following consumables must be provided by the contractor, in sufficient amounts as required and should be available at all times. It should be put in the various toilets and replenished or replaced as required. This should be checked at least twice daily. <u>All products to comply with SABS specifications</u>		X					
a) Disposable paper towels for containers currently installed in toilets							
b) Single-ply toilet paper							
c) Hand sanitizer and soap where containers are installed in toilets							
d) Sanitary wipe tissues where containers are to be installed							
e) Install and Maintain Air-freshener automatic dispenser							



f) Refuse bags for office and kitchen bins							
g) All-purpose cleaning agent							
h) Liquid bleach for kitchens							
i) Dishwashing liquid soap							
j) Cleaning agent for Windows, glass and mirrors							
k) Furniture polish							
AREA/FACILITY	Daily	Twice daily	Three times	Weekly	Monthly	Quarterly	Exceptions to frequency cleaning
10.13 TELEPHONES							
a) Wipe with a damp cloth with suitably diluted disinfectant			X				
10.14 FLOORS							
NOTE: "Floors" Includes staircases between relevant floors, lift foyer on 9 th and 10 th floors, plan safes, passages, kitchens and bathrooms and does not exclude any type of floor covering							
NOTE: Non-slip cleaning agent to be used. Employees and clients of client not to be exposed to wet/slippery floors.							
NOTE: Spray polishing for which an approved polymer agent is used (e.g. a solution of water and the agent as described should only be done after the floor has been wiped with a dust magnet and frequently enough to maintain the polymer coating							



a) Damp-wash(mop) uncarpeted floors with approved disinfectant				X				
b) Remove dirty spots	X							
c) Floors to be machine polished every quarter. Polish build up to be removed and re-polished.						X		
d) Clean floors and carpets in order to maintain a high gloss and/or degree of neatness				X				
e) Wipe and remove marks like mud spot	X							
f) Floors in high traffic areas to be swept and mopped				X				
g) Apply polishing agent and polish						X		
h) Vacuum all carpets				X				
i) Spot clean carpets if it is not permanent stains. (Note: They would be guarded against the use of cleaning agents that could damage or discolor the carpet.)								
j) Carpets to be deep cleaned twice a year over a weekend, and within the first quarter of the appointment of contract								
k) Note: - Carpets made of nylon, such as Berber point, should not be cleaned with soap.								
AREA/FACILITY	Daily	Twice daily	Three times	Weekly	Monthly	Quarterly	Exceptions to frequency cleaning	to
10.15 RUBBISH AND WASTE REMOVAL								



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c) Cupboards cleaned, dusted inside weekly to enhance pest control				X			
d) Walls to be washed quarterly						X	
e) Floors must be polished					X		
f) Wipe microwave oven inside and outside	X						
g) Defrost and clean fridges monthly					X		
h) Covid 19 – additional sanitizing wipe of door handles, kettle, quick hot, waste bin, paper towel dispenser	X						



11. GENERAL RESPONSIBILITIES RELATING TO RENDERING OF THE REQUIRED CLEANING SERVICES

The Service Provider shall comply fully with the following general responsibilities relating to the Services:

11.1 Materials and consumables

The Service Provider shall:

11.1.1 be responsible for the provision of and safe storage, distribution and control of all cleaning materials and consumables required to provide the Services i.e., toilet papers, bin liners, liquid hand soap and paper hand towels, etc. These consumables and cleaning materials shall be provided and managed at the Service Provider's cost.

11.1.2 Ensure that its personnel are properly trained in the safe and effective use of all cleaning materials and consumables.

11.1.3 Relevant Covid-19 PPE to be supplied to personnel (disposable masks, gloves, and aprons)

11.2 Equipment

The Service Provider shall

11.2.1 Provide all cleaning and hygiene equipment required to provide the services. (for example, Mops, buckets, trolleys, vacuum cleaners, floor polisher, etc.)

11.2.2 Ensure that all equipment used in the provision of the services are reasonably noise restricted as to avoid any interruptions

11.2.3 Ensure that the equipment used in the provision of the services is compliant with all applicable laws and regulations

11.2.4 Ensure that its personnel are properly trained in safe and effective use of the equipment.

11.3 Service times

The Services shall be provided in accordance with the Cleaning process and the time periods from 07:00 – 14:00 Monday - Friday.



11.4 Processes and Procedures

The Service Provider shall:

- 11.4.1** Ensure that it has appropriate processes and procedure in place to ensure effective provision of the Services in compliance with the provisions of this Contract.
- 11.4.2** The contractor should ensure that all materials, consumables, etc. are stored in the correct manner (in storage space to be provided by the Department) and be compliant with the Occupational Health and Safety Act when fulfilling its duties. The contractor must familiarize themselves with the Occupational Health and Safety Act and all necessary legislation required by Government for rendering of the service. (Including current Covid-19 regulations) The contractor to ensure that the worker is supplied with all necessary safety clothing where necessary and should be in a staff uniform daily, and must be neat and tidy at all times

12. PERFORMANCE MANAGEMENT

Service Provider shall

- 12.1** Develop and implement procedures to identify, prevent and ensure non-recurrence of defective services.
- 12.2** Service complaints and help desk procedure. The Service Provider shall give all valid service complaints, suggestions and constructive criticisms from DALRRD, and its service users. The Service Provider shall therefore be required to operate a complaint procedure, which is approved by DALRRD.
- 12.3** Management of the cleaning company should inspect the whole building at least once per month and have a meeting with the client's office representative (to be assigned at commencement of contract to discuss matters relating to the contract, e.g., problems/shortcoming experienced).
- 12.4** Quarterly reports should be submitted to the Surveyor General Western Cape, which should include any comments by worker on fault reporting and response time.
- 12.5** Service provider (supervisor) should ensure that timesheets for staff are completed with the necessary signed daily schedules in place as part of their portfolio of evidence.
- 12.6** Any cleaner who will be absent for one or other reason must be replaced by the service provider for the time of absence with another cleaner.
- 12.7** Staff of the service provider must at all times heed the security arrangements applicable to the place of delivery and obey the instructions of the responsible officer in this regard. The company must ensure that the worker and replacement workers



are security screened and a report should be available on request by the Department.

13. REPORTING LINES

- 13.1** The Department undertakes to provide a liaison official, serving as the project manager, to act as the primary contact between the Department and the service provider.
- 13.2** The Service Provider shall provide the cleaning services in accordance with the service specifications and service levels detailed in this Contract and as may be required by the Project Manager from time to time
- 13.3** Regular inspections will be carried out by the Project Manager to monitor the standard and quality of the Services provided. The Project Manager shall be entitled to instruct the service provider to rectify any breach of the specification forthwith, failure of which will entitle THE DEPARTMENT to exercise its remedies stipulated in this Contract or the Accounting Officer's Supply Chain Management System.

14. PRICING

- 14.1** The Service Provider must submit details regarding the price for the Cleaning Services. Rates for salaries and wages (ANNEXURE 1) must be completed in full accordance with the Basic Conditions of Employment Act (75/1999), including all Amendments and Sectoral Determinations.
- 14.2** Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX**. For the contract duration.

Failure to comply with the requirements mentioned above may result in automatic disqualification from the bidding process.

15. PAYMENT TERMS

- 15.1** The Department undertakes to pay the Contractor within 30 days (thirty days) for work done to its satisfaction, upon the presentation of invoice which will be signed off by the Project Manager. No payment will be made in instances where there is outstanding work that not satisfactorily undertaken by the Service Provider.
- 15.2** Unless agreed otherwise, the fee stipulated by the Service Provider shall be fixed for the period of this contract.



16. PROPOSAL REQUIREMENTS

- 16.1** A detailed project plan with clear milestones and timeframes for each description task indicated above
- 16.2** A contingency plan that stipulates actions to be taken if any activity detailed in the project plan is hampered.
- 16.3** A detailed cost breakdown as per attached annexure. Only firm prices will be accepted. The pricing must be fixed for the duration of the projects.
- 16.4** Compliance to wage labour rates as per the Department of Labour's regulation.
- 16.5** List of regional/branch office (if any)
- 16.6** In order to ensure the effective provision of the Cleaning Services for the duration of the contract, the Service Provider is expected to respond to any subsequent enquiries from the businesses within a time-period of no longer than 48 hours of receipt of the enquiry.
- 16.7** All equipment's to be supplied and installed must be of a same colour, durable and SABS approved.
- 16.8 PRE-QUALIFICATION CRITERIA**
- 16.9** Only Bidders registered as B-BBEE Status level **1 to 4** contributors will be considered for this bid, as per the Preferential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation.
- 16.10** Bidders are required to submit proof of B-BBEE Status Level of contributor or a sworn affidavit in terms of the codes of good practice.
- 16.11** AOs / AAs (Accounting Officer / Accounting Authority) must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:
- 16.12** For tenderers other than EMEs (Exempted Micro Enterprises)
 - (i) Verification agencies accredited by SANAS; or
- 16.13** For tenderers who qualify as EMEs
 - (i) Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.
- 16.14** With the exception of EMEs and QSEs who are required to submit sworn affidavit in terms of Codes of good practice. Institutions must acquaint themselves with proof of B-BBEE as may be issued by the Department of Trade and Industry (DTI) from time to time.



17. MANDATORY REQUIREMENTS

NB: Failure to comply with the following requirements and / or to submit the following documents with the proposal will disqualify the bidder's proposal. All required certification in this bid must be certified and not be older than 6 months certification.

- 17.1 Compensation for Occupational Injuries Disease Act. 1993 [COIDA] obtainable from the Department of Labour (Proof of registration **or** letter for tender purposes **or** letter of good standing). Successful bidder will be required to submit proof of registration at the signing of the contract.
- 17.2 Public Liability Insurance (Proof of quotation obtainable from any insurance companies or any other relevant proof must be attached) the cover should be of the minimum value of R2 million for the duration of the contract.
- 17.3 Unemployment Insurance Fund - Proof of registration **or** Letter for tender purposes **or** Letter of good standing obtainable from the Department of Labour must be attached.
- 17.4 Compliance to latest **sectorial determination wage labour rates** as per the Department of Labour's regulations.
- 17.5 Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.
- 17.6 Only duly authorized signatories must sign the original and all copies of the Quotation bid offer where required.
 - 17.6.1 In the case of a **ONE-PERSON CONCERN** submitting a Quotation bid, this shall be clearly stated on the company letter head.
 - 17.6.2 In case of a **COMPANY** submitting a quotation bid, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.
 - 17.6.3 In the case of a **CLOSED CORPORATION** submitting a quotation bid, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
 - 17.6.4 In the case of a **PARTNERSHIP** submitting a quotation bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.



- 17.6.5** In the case of a **JOINT VENTURE** submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
- 17.7** Attendance of the Virtual Compulsory Briefing session as indicated in the signing of the attendance register.
- 17.8 Compliance with all Tax Clearance requirements:**
- 17.8.1** Attach a Valid Tax Clearance Certificate/ provide a Compliance Tax Status Pin on the space provided on the SBD 1 form.
- 17.8.2** Where consortium or joint venture sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 17.8.3** The pricing schedule, SBD 3.1, must be completed in full. No replication of this document will be accepted. No pricing schedule other than the SBD 3.1 will be accepted. Therefore, **failure to complete that attached SBD 3.1 (pricing schedule) on its original form will lead to disqualification.**
- 17.9** Bidders must be registered on the National Treasury Central Supplier Database and attach a report as proof or write the CSD supplier number or registration number on the space provided on the SBD 1 document.
- 17.10** If the bidder sub-contracts, the sub-contractor(s) must be registered on the National Treasury Central Supplier Database and the bidder must provide a CSD report as proof thereof or letter containing the registration number (MAAA).

18. EVALUATION CRITERIA

The criteria for the assessment of proposals will include functionality; Price, Preferential points [B-BBEE Status level of Contribution] and testing of cleaning materials. EVALUATION CRITERIA

The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE)



Status Level of Contribution. Proposals received will be evaluated on the three (3) following stages or phases:

- **Phase 1: Pre-qualification and Mandatory requirements and**
Mandatory requirements are specified in paragraph 16 and 17 above.

Failure to meet the requirements and submission of the required documents with the proposal will automatically disqualify the bidder's proposal.

- **Phase 2: Functionality requirements = 100**

The evaluation of the functionality will be evaluated by individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criterion will range as follows:

1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent

EVALUATION CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
1. ABILITY AND CAPABILITY	<ul style="list-style-type: none">• Company experience: experience of the company in a cleaning industry (Reference letter/ testimonials from client that the company is servicing or has previously serviced must be attached)• NB: Proof should include value and duration of projects	30
	<ul style="list-style-type: none">• Supervisor to be utilized in the execution of the contract. Please attach supervisor's CV entailing skills	20



	(interpersonal, skills, writing and verbal communications) and experience in cleaning and hygiene and training certificates.	
	<ul style="list-style-type: none">• Training and skills development (include portfolio of evidence or any other proof.	10
	<ul style="list-style-type: none">• Protective clothing in line with the OHS. (attach pictures or samples with Company logos and full range of protection clothing)	10
	<ul style="list-style-type: none">• Communication and flexibility in customer services in terms of turnaround times with regard to problem solving. (highlighting reactive and restorative cleaning interventions in response to client business demands)	10
2. METHODOLOGY	<ul style="list-style-type: none">• Project plan and broad methodologies (covering correct application of SABS/SANS approved cleaning products, tools and techniques for specific cleaning areas) in line with the task descriptions outlined under project scope/task description, with clear milestones and timeframes for each tasked to be completed	20
TOTAL ON FUNCTIONAL CRITERION = 100		

Bid proposals must score at least 60 out of 100 in respect of functionality in order to qualify for advancement to phase 3 evaluation. A proposal that scores less than 60 out of 100 will be regarded as submitting a non-responsive proposal/bid and will be disqualified



Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
ABILITY development AND CAPABILITY Agriculture, Land Reform and Rural Development REPUBLIC OF SOUTH AFRICA	No experience in cleaning industry	Managed cleaning projects with desirable outcome, for less than 2 years	Managed cleaning projects with desirable outcome, for 2 years	Managed cleaning projects with desirable outcome, for 3 to 5 years	Managed cleaning projects with desirable outcome, for more than 5 years
Supervisor to be utilized in the execution of the contract. Please attach Supervisors CV entailing skills (interpersonal, skills, writing and verbal communications) and experience in cleaning and hygiene services.	1-11 months experience in cleaning services	1 year experience in cleaning services	2-year experience in cleaning services	3 years' experience in cleaning services	More than 4 years' experience in cleaning services
<ul style="list-style-type: none"> Training and skills development (include portfolio of evidence or any other proof. 	No plan at all or irrelevant.	Training and skills development plan covering OHS or less relevant training.	Training and skills development plan covering: <ul style="list-style-type: none"> • First aid. • OHS. • Relevant training. Covid19 protocols	Training and skill plan covering the areas under "Good" and also additional required soft skills such as: <ul style="list-style-type: none"> • Chemical training. • Interpersonal skills 	Training and skills programme covering over and above items on rating "Good" and "Very Good."



**agriculture, land reform
& rural development**

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REPUBLIC OF SOUTH AFRICA

Bidder's Protective clothing such as Overall and T-Shirt.	Bidders providing no pictures of protective clothing	Bidders providing pictures of protective clothing without company logo	Bidders providing pictures of protective clothing with company logo on the following: Overall and T-shirt	Bidders providing pictures of protective clothing and protective masks additional to Overall and T-shirt	Bidders providing pictures of protective clothing and protective masks, Overall and T-shirt additional cautionary boards
Communication and flexibility in customer services in terms of turnaround times with regard to problem solving. (highlighting reactive and restorative cleaning interventions in response to client business demands)	No Information	Information covering <ul style="list-style-type: none"> customer service 	Information covering <ul style="list-style-type: none"> Customer service Turnaround times 	Information covering <ul style="list-style-type: none"> Customer service Turnaround times Problem solving 	Information covering <ul style="list-style-type: none"> Customer service Turnaround times Problem solving Communication
Methodology	No information	Information covering only the scope of work	Roster attached in line with scope of work.	Flexibility plan included	Contingency plan attached

- **Phase 3: 80/20 principle will be applied in terms of the new Preferential Procurement Regulations 2017, pertaining to the PPPFA Act no 5 of 2000:**

During this phase, bidders will be further evaluated based on 80 points for price and 20 points for attaining the B-BBEE Status Level of Contributor in accordance with the table below:

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

In order to claim the B-BBEE Status Level of Contributor points, bidders must submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agency/s by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids to substantiate their B-BBEE rating claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act.

The Department of Agriculture, Land Reform and Rural Development is an equal opportunity, affirmative action employer. It shows the same commitment to those who wish to provide services to the Department via the procurement process.

The Department reserves the right not to award the contract, or award the contract as a whole to one service provider, or to various service providers



- a) Bidders must score at least 60 out of 100 in respect of functionality in order to qualify for advancement to Price evaluation. A bidder that scores less than 60 out of 100 will be regarded as submitting a non-responsive proposal/bid and will be disqualified.
- b) The Department of Agriculture, Land reform, and Rural Development is an equal opportunity, affirmative action employer. It shows the same commitment to those who wish to provide services to the Department via the procurement process.
- c) It should be noted that the preference will be given to those proposal from companies who were previously disadvantaged. This does not preclude the formation of consortiums or the inclusion of proposals on how this project can best be used to further the broader aims of transformation. SMME development is also one of the goals of the RDP goals that this bid seeks to promote. A total of three (3) points will be allocated for SMME development.
- d) The Department reserves the right not to award the contract or award the contract as a whole to one service provider, or to various service providers.

19. TERMS AND CONDITIONS OF THE PROPOSAL

- 19.1** Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DALRRD Supply Chain Management general contract conditions.
- 19.2** The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this bid will result in disqualifications.
- 19.3** In cases where company, partnership or close corporation commences business for the first time or either don't have capital; the following particulars must be furnished
 - 19.3.1** Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g. buying material and equipment.
- 19.4** The Service Provider's supervisor, who shall be identified in writing to the Departmental representative and empowered to act for him, shall constantly be represent on site during the official working hours. Service Provider must



give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. The supervisor must be contactable at all times, preferably to be equipped with a cell phone. Supervisor must ensure that cleaning material is available at all time and that it should be replaced as required.

- 19.5** The Service Provider must arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/ letter of intent. Premiums must be paid monthly after the award for the duration of the project failure to comply the Department will reserve the right to pay the premiums and to deduct such payments from money owed by the contractor.
- 19.6** All Acts and Regulations relating to cleaning services must be adhered to by the Service Provider. All equipment and cleaning material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.
- 19.7** The Department reserves the right to conduct tests and analyses on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.
- 19.8** No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 19.9** In a case where a bidder does not have registered employees under his/her name a letter to tender must be attached to avoid disqualification (obtainable from Department of Labour), however proof of registration **must** be submitted by the successful bidder within the period of seven days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.
- 19.10** Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 19.11** Should the service provider not comply with any of the conditions contained in this term of reference during the contract period the DALRRD may cancel the contract within one month notice.
- 19.12** The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 19.13** Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 19.14** Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- 19.15** Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.



19.16 In case where the Department decides to move to another office or close some of the office's information will be communicated prior and the Service Provider will need to make provision.

20. The Department of Agriculture, Land reform and Rural development shall:

20.1 Conduct business in a courteous and professional manner with the Service Provider.

20.2 Not accept responsibility/liable of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.

20.3 Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.

20.4 The DALRRD and Service Provider will enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification will also form part of the service level agreement.

21. RESPONSIBILITY OF THE DEPARTMENT

21.1 DRDLR shall provide free of charge all necessary light, water, power, change rooms and other facilities that may be required by the Contractor to perform its services.

21.2 Adequate and safe lockable storage for such equipment and materials as the Contractor may deem necessary to leave at the Department's premises from time to time.

21.3 Access to the Department's first aid facilities should the need arise.

21.4 Safe access to the premises at all reasonable times in order that the Contractor may carry out its obligations in the terms of the contract. Necessary keys will be provided and are to be retained by the Supervisor

21.5 All necessary documentation as necessary to meet with Departmental Security requirements. All the Contractor's employees to be security classified before being allowed into the site



22. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall:

- 22.1 Provide everything necessary for the proper execution of the cleaning works to the due intent of the specification.
- 22.2 Maintain its equipment in good order and OHS compliant.
- 22.3 Ensure that fair labour practises are complied with.
- 22.4 Observe all statutory Conditions of Employment as to wages and other contributions, hours of work, overtime or leave applicable etc. to the Contract Cleaning Industry
- 22.5 Supply an adequate labour force in order to render an acceptable standard of service to the DALRRD. This labour force is to conduct itself in an efficient and professional manner, and in carrying out their duties, is to keep disturbances to the staff of the building to a minimum.
- 22.6 The supervisor shall attend to any problems or complaints that may arise, and directives given to him / her by the Departmental representatives shall be deemed to be given to the contractor.
- 22.7 Keep the facilities provided clean and tidy.
- 22.8 Conform to laws, Regulations or By Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto
- 22.9 Comply with Departmental security and emergency regulations and procedures.
- 22.10 Ensure that all staff employed is properly uniformed with identification/name tags.
- 22.11 **OBSERVANCE OF OCCUPATIONAL HEALTH & SAFETY ACT (OHS)**
- 22.12 All prescribed OHS regulations by the Department of labour, Department of Health & Local Authorities having a bearing on the office cleaning contract must be observed meticulously by the successful bidder.
- 22.13 The successful bidder will be compelled to display neat caution signboards of mobile notices, of which the size and design must be clearly visible in areas where his employees are busy working.
- 22.14 The successful bidder shall not use or store any poisonous or highly inflammable substances and other hazardous chemicals on the premises of the client department.
- 22.15 **The Department reserves the right not to allow the use of chemical products and consumables that are not SABS compliant, nor properly Material Safety Data Sheet (MSDS) labeled and bottled, nor environmentally friendly.**



23. INCEPTION OF CONTRACT

The contract will come into effect from the first of 1st October 2021, following the acceptance of the successful bidder's bid, and this bidder will render cleaning services with effect from that date or a date mutually agreed upon. Bidders must be in a position to introduce their services as outlined above. The contract shall be for a period of three (3) years.

24. PERFORMANCE REVIEWS

- 24.1** In the first 6 months of this contract, performance review meetings shall be held monthly and shall be attended by the Facilities Manager and the Service Provider's Cleaning Project Officer.
- 24.2** Agenda items for these meetings shall include a minimum of the following
- 24.3** Discuss required amendments to this Contract
- 24.4** Where appropriate agreeing such changes in writing and incorporating such changes into this Contract:
- 24.5** Service Control Information,
- 24.6** Findings of the periodic service checks;
- 24.7** Service cost and /or invoices.
- 24.8** Performance of the Service Provider
- 24.9** After expiry of the first 6 months referred to above, the frequency of these meeting shall be reviewed by the parties to this Contract, and if necessary, altered to reflect need. If the parties cannot agree on the frequency of these meetings the meetings shall continue to be held on or about the last day of each calendar month.

25. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the Service Provider being a partnership, Close Corporation or a company, an affidavit reflecting the names, identity numbers and address of the partners, members or Directors (as the case may be) must be submitted with the bid documentation together with a copy of the latest audited financial statements.



26. ORGANISATIONAL STRUCTURE

The Service Provider should submit a clear indication of the envisaged organisational principle, procedures and functions for an effective cleaning services operation at the Premises together with the bid documentation.

27. DETAILS OF THE SERVICE PROVIDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

27.1 The service provider should provide full details regarding the service providers nearest office to the premises at which the cleaning services are to be provided. In order to ensure the effective provision of the Cleaning Services for the duration of the contract, the Service Provider is expected to respond to any subsequent enquiries from the businesses within a time-period of no longer than 48 hours of receipt of the enquiry.

27.2 In order to ensure the effective provision of the Cleaning Services, the Service Provider is required to establish and for the duration of the contract, maintain an office in Cape Town from where the Cleaning Services are to be provided.

28. ACCEPTANCE OF SERVICE PROVIDER'S BID

The Supply Chain Management Component or the DEPARTMENT (as the case may be) does not bind itself to accept the lowest or any other tender and reserves the right to accept the Bid which it deems to be in the best interest of the State even if it implies a waiver by the Supply Chain Management Component or the DEPARTMENT (as the case may be) considers to be of minor importance and not complied with by the Service Provider.

29. MANAGEMENT SERVICES

The Service Provider undertakes to provide management services in respect of quantity and quality control and supervision of the Cleaning Services to ensure compliance with the specifications detailed in this contract.



30. COMPLIANCE REQUIREMENTS

- 30.1** Where both a quality standard and an agreed frequency are stipulated in respect of a responsibility, the Service Provider shall be required to comply with both the quality and the frequency standard.
- 30.2** The cleaning services should be provided 100% (One Hundred Percent) in accordance with the agreed frequencies stipulated above.

31. BREACH AND TERMINATION

- 31.1** DALRRD shall each appoint a Project Manager who shall work in close co-operation with the Service provider in order to facilitate the flow of information, solving of problems, accounts, payments etc. between the parties.
- 31.2** The Service Provider must keep to general acceptable accounting practises and will keep all accounting records in respect of rendering of the Cleaning Services.
- 31.3** The accounting period shall run from the 1st day until the last day of each month.
- 31.4** The amount claimed monthly from THE DEPARTMENT in respect of the cleaning Services, shall not exceed the amount tendered as per the Financial Summary attached to the tender conditions.
- 31.5** Claims for payment of the monthly fee in respect of the Cleaning Services, must be submitted to the Project Manager on the official invoices of the Service Provider's organization.
- 31.6** The Project Manager shall certify as correct, each monthly invoice submitted by the Service Provider to him for payment.
- 31.7** The Project Manager also has the final responsibility to ensure that the service rendered by the Service Provider Conforms to the specifications of this contract.
- 31.8** It is hereby agreed that payment of accounts received by THE DEPARTMENT in terms of the Services rendered, shall be affected within 30 days after receipt of a correctly completed and certified account THE DEPARTMENT does not accept responsibility for delays in payment due to faulty accounts being submitted.



32. PERSONNEL

Employees of the Service Provider shall provide the Services

33. LIABILITY

The Contractor will indemnify, protect, defend and hold harmless the Department from and against any and all claims, demands, actions and proceedings whatsoever including all fees, cost and expenses incurred in respect thereof and arising out of:

- 33.1** Any claim in respect of any taxes payable by the Contractor.
- 33.2** Any claim in respect of the Compensation for Occupational Injuries and Diseases Act 1997 (SA) or for any loss for which the Contractor is liable.
- 33.3** Any claim in respect of the Occupational Health and Safety Act. Bidders are referred to the written agreement on occupational Health and Safety bound into this document.
- 33.4** Any claim by any third person including any employees of the department or of the Contractor for any loss resulting from any bodily injury and /or damaged to property by an act or omission of the Contractor or any of its employees, servants or agents

34. ADDITIONAL SERVICES

Any modifications to the agreed specification or working hours of the contract shall be valued and agreed in writing between the parties, prior to commencement of work.

35. WORK WEEK

- 35.1** The Contractor will provide the Department with its service for (5) working days each week, such days to Monday through to Friday. Official Departmental working hours are flexible from 7:00 to 16:30
- 35.2** Work hours for cleaning contract: 7h00 to 14h00
- 35.3** Should services be required outside of 37.2 above these will be performed strictly in accordance with a mutual agreement and such agreement will be in writing.



36. CONTRACT SUM ADJUSTMENT

- 36.1** Any increase in the cost of materials and /or statutory increase in labour or VAT which may come into effect during the currency of this contract shall be payable by client and added to the contract Sum. For purpose of this contract, statutory labour cost shall be those applicable to the Contract Cleaning Industry
- 36.2** The Contractor shall provide documentary proof of such increase to the client with the application for such an increase.

37. CONFORMITY WITH THE LABOUR ACT (OF 1997 IN TERMS OF SECTION 30) AND SUBSEQUENT GAZETTED AMENDMENTS

- 37.1** The contractor will be required to provide on a six-month basis a certified and audited statement proving that the statutory minimum wage rates for employees in the contract cleaning sector have been paid over the preceding period.
- 37.2** Failure to comply with the above will be treated as a default by the contractor, and in addition, this Information will be furnished to the Department of Labour and the Supply Chain Management Component for further action as they may see fit.

38. DEFAULT BY CONTRACTOR

- 38.1** The stipulation of the Accounting Officer 's Supply Chain Management System paragraph 9.4 apply in particular cases of any failure to comply with any of the Conditions of Contract, or where an unsatisfactory service is rendered.
- 38.2** Where an unsatisfactory service has been rendered, if after receiving written notice from the Department to remedy same, and such default continues for 7 (seven) days the Department may, without cancelling the contact, be entitled to arrange for the execution of any service not rendered in conforming with this specification. Any adverse differences in the price plus costs to the department will be for the Contractor's account.
- 38.3** Should such default continue for 14 days after a registered letter to the Contractor from the Department, the Department may, with prejudice to any other rightist has in terms of the contract or in Law, by registered post, terminate the contract.



39. MONITORING OF SERVICES

- 39.1** The DALRRD will appoint a staff member in the building who will monitor the contract on its behalf. The contractor's representative is to accompany the appointed staff member on bi-monthly inspections regards quality of service rendered and will also attend to any complaints as when they arise. All such complaints will be delivered to the contractor's representative by the appointed staff member, and are to be attended to within 24 hrs.
- 39.2** Prior to submission of the monthly application for payment in clause 33.5 above, the contractor must submit it to the appointed staff member for signature that the service has been delivered to his satisfaction.

40. GENERAL

- 40.1** No departure or breach of or failure to comply with any of the conditions shall be deemed to be a condonation, waiving or ratification of such departure, breach or failure to comply unless such condonation, waiving or non-fulfilment has been agreed to in writing through the agency of the Departmental Bid Committee
- 40.2** Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the agency of the Departmental Bid Committee
- 40.3** **Should the contractor alienate his rights and liabilities in terms of this, he/she must notify the Deputy Director-General: DALRRD immediately so that the necessary steps for the cession of the contract can be taken.**

41. CHANGES IN SCOPE OF CONTRACT

- 41.1** In the event of any building or section thereof becoming unoccupied or alternatively previously unoccupied areas becoming utilised during the currency of the contract, the DALRRD shall inform the contractor accordingly, so as to cease/start with the service in that particular building.
- 41.2** In the event that the offices need to relocate, this contract may be cancelled.
- 41.3** One (1) months' notice in writing shall be given to the contractor with regards to change in scope.



42. CONTACT PERSONS

<u>No</u>	<u>Name</u>	<u>Day Contact</u>	<u>Email Address</u>
1	Ms. Samantha Jones-Phillipson	071 856 0593	Samantha.jones-phillipson@dalrrd.gov.za
2	Ms. Nonhlanhla Malinga	079 096 7196	Nonhlanhla.malinga@dalrrd.gov.za
3	Mr. Lincoln Mathebula	021 409 0523	Lincoln.mathebula@dalrrd.gov.za