

SSC WC Q04 (2022/2023) DALRRD

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER TO RENDER STANDARD CLEANING AND HYGIENE SERVICES FOR THE GARDEN ROUTE DISTRICT OFFICE IN GEORGE: 100 MEADE STREET JOUBERT PLAZA 1 BUILDING GEORGE FOR A PERIOD OF 24 MONTHS.

COMPULSORY BRIEFING SESSION:

DATE: 04 July 2022
VENUE: 100 MEADE STREET, JOUBERT PLAZA 1 BUILDING,
GEORGE
TIME: 11:00 AM

CLOSING DATE:

DATE: 11 July 2022
TIME: 11:00 AM
VENUE: BID BOX SITUATED AT NUMBER 14 LONG STREET, SECURITY AREA AT GROUND FLOOR.

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 ANY DEPARTMENTAL OFFICIALS.

TECHNICAL ENQUIRIES : Lindokuhle Delihlazo
TEL : (044) 874 1839
MOBILE : 073 117 4734
EMAIL : lindokuhle.delihlazo@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms Mpho Mudau
TEL : 021) 409 0551
EMAIL : mpho.mudau@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. Siculo Zwane: **Tel:** (021) 409 0605

BID NUMBER: SSC WC Q04 (2022/2023) DALRRD

CLOSING TIME: 11H00

CLOSING DATE: 11 JULY 2022

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD 1, SBD 2, SBD 3.1, SBD 4, SBD 6.1, 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 RACHEL MASWENENG

(A) DEPUTY DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT SERVICES

DATE: 24 JUNE 2022

MAP TO BIDDER BOX (B BOX)

**SSC WC 04 (2022/2023) DRDLR CLOSING DATE: 14 AUGUST
2020 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)**

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

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

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

**(Department of Agriculture, Land Reform and Rural Development)
Demand and Acquisition Management
(BIDS)
GROUND FLOOR (SECURITY AREA)
14 LONG STREET
CAPE TOWN
8000**

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

**NB: BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY
TO THE CORRECT ADDRESS ON TIME AS LATE TENDER’S WILL NOT BE
ACCEPTED. BIDDERS MUST SUBMIT YOUR BID IN A SEALED ENVELOPE
CLEARLY LABELLED THE TENDER DESCRIPTION, TENDER NUMBER FOR
THE BID AND CLOSING DATE AND TIME.**

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)					
BID NUMBER:	SSC WC Q04 (2022/2023) DALRRD	CLOSING DATE:	11 JULY 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO RENDER STANDARD CLEANING AND HYGIENE SERVICES FOR THE GARDEN ROUTE DISTRICT OFFICE IN GEORGE: 100 MEADE STREET JOUBERT PLAZA 1 BUILDING GEORGE FOR A PERIOD OF 24 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (14 LONG STREET)					
14 LONG STREET (BID BOX AT THE GROUND FLOOR-SECURITY AREA)					
CAPE TOWN					
8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Mpho Mudau	CONTACT PERSON	Ms Lindokuhle Delihlazo		
TELEPHONE NUMBER	021 409 0551	TELEPHONE NUMBER	(044) 874 1839/ 073 117 4734		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	mpho.mudau@dalrrd.gov.za	E-MAIL ADDRESS	lindokuhle.delihlazo@dalrrd.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
[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]					

<p>1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:



SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

Name of bidder.....	Bid number: SSC WC Q04 (2022/2023) DALRRD
Closing Time: 11:00 AM	Closing date: 11 JULY 2022

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>
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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 Q04 (2022/2023) DALRRD

**PRICING SCHEDULE FOR THE
APPOINTMENT OF A SERVICE
PROVIDER TO RENDERING OF
STANDARD CLEANING AND HYGIENE
SERVICES FOR THE GARDEN ROUTE
DISTRICT OFFICE IN GEORGE:**

100 MEADE STREET

JOUBERT PLAZA 1 BUILDING

GEORGE

PRICING SCHEDULE

(Services)

NAME OF SERVICE PROVIDER:

Bid No.: **SSC WC Q04 (2022/2023) DALRRD**

Closing Date: **11 JULY 2022**

Closing Time: **11:00 AM**

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

TOTAL PRICE R.....

Pricing Schedule

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

- **NB: Monthly costs of cleaner and reliever 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 will be considered.**

HYGIENE SERVICE TASK DESCRIPTION	MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
Labour (all inclusive)	R.....	24 MONTHS	R.....
Claening Detergents	R.....	24 MONTHS	R.....
Leased Machinery	R.....	24 MONTHS	R.....
REPLENISHMENT OF TOILET PAPER: daily replenishment of 1 ply toilet paper 2 packs of 48)	R.....	24 MONTHS	R.....

Supply and install Liquid hand soap dispensers in 500ml bottles in toilets	R.....	24 MONTHS	R.....
Supply and install Automatic Air freshener per toilet 5 per month and Reception	R.....	24 MONTHS	R.....
Supply and install Manual paper towel for toilets and kitchens 8 per month	R.....	24 MONTHS	R.....
Supply and install toilet seat wipes dispenser for toilets	R.....	24 MONTHS	R.....
DISHWASHING LIQUID SOAP (750ml bottles, 1 bottle per kitchen, 6 per month)	R.....	24 MONTHS	R.....
LIQUID BLEACH (750ml bottles, 1 bottle per kitchen, 4 per month)	R.....	24 MONTHS	R.....
DISH CLOTHS, DRYING DISH TOWELS, ZIM SCOURERS (Clean towels thrice weekly, 4 kitchens, one wash cloth per kitchen, two dish towels per kitchen, one zim scourer per kitchen)	R.....	24 MONTHS	R.....
FURNITURE POLISH (2 per month)	R.....	24 MONTHS	R.....
LEATHER POLISH/CRÈME FOR LEATHER FURNITURE (2 per month)	R.....	24 MONTHS	R.....
REFUSE BAGS FOR OFFICE BINS (30L office) (30)	R.....	24 MONTHS	R.....

REFUSE BAGS FOR KITCHEN BINS (60L) (30)	R.....	24MONTHS	R.....
Supply; install and cleaning of Toilet Bins 4 toilets	R.....	24 MONTHS	R.....
TOTAL COST EXC VAT			R.....
VAT			R.....
TOTAL COST EXC VAT			R.....

PRICING

- The service provider must submit details regarding the price for the Cleaning Services. Rates for salaries and wages must be completed in full in accordance with the Basic Conditions of Employment Act (75/1999), including all Amendments and Sectoral Determinations for wage.
- 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.**



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal

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

investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder



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>



agriculture, land reform
& rural development

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

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF
STANDARD CLEANING AND HYGIENE SERVICES
FOR THE GARDEN ROUTE DISTRICT OFFICE IN GEORGE:
100 MEADE STREET
JOUBERT PLAZA 1 BUILDING
GEORGE

PUBLICATION:

Departmental website's (DALRRD) under current tenders and National
Treasury's e-tender portal

COMPULSORY BRIEFING SESSION:

04 July 2022 AT 11:00 AM AT
100 JOUBERT PLAZA 1, MEADE STREET, GEORGE

CLOSING DATE: 11 July 2022 AT 11H00 AM

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES AT THE GARDEN ROUTE DISTRICT OFFICE GEORGE FOR A PERIOD OF 24 MONTHS.

1. INTRODUCTION TO THE BID

- 1.1 The Department of Agriculture, Land Reform and Rural Development in the Garden Route office WC (The Department) 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.
- 1.2 The basis of the proposed Contract is that the service provider supplies cleaning and hygiene services in respect of the Cleaning Areas and charges the Department a fixed price for rendering such services. The successful bidder (contractor) will provide cleaning and hygiene 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.
- 1.3 The cleaning services are required at 100 Meade Street, George. The Department accommodates its personnel in this building and requires cleaning services in respect of this facility.
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- 1.4 A quotation 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 100 JOUBERT PLAZA 1. MEADE STREET GEORGE

TECHNICAL SPECIFICATION:

Building	:	100 Joubert Plaza 1 Meade Street, George
No. of occupants	:	14
Type	:	Office Building
No. of floors	:	2 floors
No. of offices	:	9
No of pause area	:	1
No of reception areas	:	1
No of open plan office areas	:	1
No of boardrooms	:	1
No of registry rooms	:	1
No of stairwells	:	3
No. of kitchens	:	4
No of office waste bins	:	15
No. of toilets	:	4
No of hand basins	:	4
No. of pot plants	:	3

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3. CONTRACT PERIOD

This contract shall commence on **date of appointment for a period of 24 months.**

4. MINIMUM CLEANER REQUIREMENTS

- 4.1 One (1) cleaner on site to work 3 times per week. Due to demand of the task we might change the days to work but it will remain 3 in total.
- 4.2 The cleaner must have the ability to read and write and should also be able to converse in English as a minimum requirement.
- 4.3 A working schedule to set out daily/weekly and monthly tasks at which periods certain functions will be performed; completed daily by worker and checked by the supervisor weekly.
- 4.4 The appointed cleaner should always be reachable.

5. CONSUMABLES

It will be the responsibility of a Service Provider to ensure a continuous, uninterrupted supply of all quantities of toilet consumables, cleaning materials, other related consumables, etc. taking into account that toilets are, also, being frequented and 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 648 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	96 rolls
Supply and install Liquid hand soap dispensers in 500ml bottles in toilets	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply
Supply and install Liquid Hand sanitizer dispenser in 500ml bottles in toilets and kitchens	Compliant with COVID requirements of minimum 70% alcohol.	Uninterrupted daily supply

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Supply and install Air fresheners in 350ml spray cans for each toilet and Reception (automated timed Spray)	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply
Supply and install Hand towels (paper) dispenser for each toilet and kitchen	Complies to SABS regulations 1828 Single sheet dispensing; 1 Ply virgin white, strong, thick and super absorbent Environmentally friendly certified	Uninterrupted daily supply
Supply and install toilet seat Wipes dispenser 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 towels per kitchen	Super absorbent terry dishcloths and dishtowels	Uninterrupted daily supply
Supply of furniture polish 300ml/furniture spray 275ml	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply

6. WARNING SIGNS

- 6.1 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.
- 6.2 The warning signs shall be in English and shall be neat and easy to read, from a short distance.

7. SCOPE OF CLEANING SERVICES

- 7.1 The Service Provider shall provide all labour, management, materials (incl. cloths, brushes (incl. toilet and floor), tools and equipment, as well as all cleaning materials which must comply with SABS regulation 1828 and must be environmentally certified and contains antibacterial microbial properties,

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necessary to ensure that the required services are provided in accordance with commonly accepted commercial cleaning practices, the provisions of this contract and to ensure that the premises reflect a clean, neat and professional appearance and image.

7.2 Service provider shall provide the Cleaning Services as more fully detailed in the specifications below and shall comply fully with them.

7.3 CLEANING SERVICE TASK DESCRIPTION

7.3.1 Schedule for the cleaning of toilets

- 7.3.1.1 Toilets must be cleaned early each morning before the staff arrive for work, that is, by 08h30; 14h00 and thereafter checked before departure, for cleanliness;
- 7.3.1.2 COVID compliance – all areas to be wiped down with sanitizer at a 2-hourly interval;
- 7.3.1.3 Clean and disinfect toilet bowls and urinals 3 times a week;
- 7.3.1.4 Wipe and clean all mirrors 3 times a week;
- 7.3.1.5 Sweep, wash and disinfect tiled floors in the toilet areas 3 times a week;
- 7.3.1.6 Wash and disinfect hand wash basins and taps 3 times a week;
- 7.3.1.7 Empty and remove any waste paper twice 3 times a week;
- 7.3.1.8 Provide fitted plastic bags to the waste paper bins in toilets;
- 7.3.1.9 Ensure toilet roll / dispensers are full at all times;
- 7.3.1.10 Treat against any staining, fungal and bacterial growth daily;
- 7.3.1.11 The cleaner to ensure that the area is cleaned, and no unsavory odors are evident related to limited cleaning;

7.3.2 Schedule for the cleaning of kitchens

- 7.3.2.1 COVID compliance – all areas to be wiped down with sanitizer at a 2-hourly interval;
- 7.3.2.2 Sweep and mop all floors daily
- 7.3.2.3 Dust; wipe and polish all other furniture and counters with suitable cleaning equipment daily;
- 7.3.2.4 Provide fitted plastic bags to the waste paper bins in kitchens 3 times a week;
- 7.3.2.5 Provide see-through waste bags and collect all waste and place at designated area within the complex 3 times a week;
- 7.3.2.6 Kitchen Bins must be cleaned and disinfected once a week.
- 7.3.2.7 All kitchen equipment including microwaves and fridges to be wiped 3 times a week;
- 7.3.2.8 Dishcloths to be treated with disinfectant 3 times a week.

7.3.3 Schedule for cleaning of all offices, front reception area, registry rooms, conference room, passage way and staircase area

- 7.3.3.1 COVID compliance – all areas to be wiped down with sanitizer at a 2-hourly interval;

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- 7.3.3.2 Vacuum all material covered furniture and carpets once a week;
- 7.3.3.3 Dust; wipe and polish all other furniture and counters 3 times a week, with suitable cleaning equipment.
- 7.3.3.4 Sweeping of all tiled floor areas daily;
- 7.3.3.5 Mopping of all tiled floor areas daily, or as the need arise;
- 7.3.3.6 Empty and remove any waste from the office waste bins twice daily 3 times a week, placed in see-through waste bags and place at designated area within the complex;
- 7.3.3.7 Refilling of Water cooler twice a daily.
- 7.3.3.8 Removing of shredder bags and replacing with a new one.
- 7.3.3.9 Office Bins must be cleaned and disinfected once a week.
- 7.3.3.10 Sweep the front outside area and remove any plant debris as Required;
- 7.3.3.11 Water the plant pots bimonthly.
- 7.3.3.12 Deep Cleaning of Chairs; Couches and Carpets every six (06) months.

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

8.1 Materials and consumables

- 8.1.1 The service provider shall be responsible for the provision of and safe storage, distribution and control of all cleaning materials and consumables required providing the services, including toilet papers, bin liners, liquid hand soap and sanitizer. These consumables and cleaning materials shall be provided and managed at the service providers own cost.
- 8.1.2 The service provider shall ensure that its personnel are properly trained in the safe and effective use of all cleaning materials and consumables.
- 8.1.3 The Department will provide storage for the materials.

8.2 Equipment

- 8.2.1 The service provider shall provide all cleaning and hygiene equipment required to provide the services.
- 8.2.2 The service provider shall ensure that all equipment used in the provision of the services is reasonably noise restricted.
- 8.2.3 The service provider shall ensure that the equipment used in the provision of the services is compliant with all applicable laws and regulations.
- 8.2.4 Ensure that its personnel are properly trained in the safe and effective use of the equipment.
- 8.2.5 The Department will provide storage for the Equipment.

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8.3 Service times

8.3.1 The services shall be provided as stipulated with core service times for cleaning being weekdays from 08h00 – 16h00 three (3) times a week.

8.4 Processes and Procedures

8.4.1 The Service Provider shall ensure that it has appropriate processes and procedures in place to ensure effective provision of the Services in compliance with the provisions of this Contract.

8.4.2 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. The contractor to ensure that the worker is supplied with all necessary safety clothing where necessary and should be in a staff uniform three (3) times a week, and must be neat and tidy at all times

9. PERFORMANCE MANAGEMENT

9.1 The service provider shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services.

9.2 The service provider shall give all valid service complaints, suggestions and constructive criticisms from the Department, and its service users. The Service Provider shall therefore be required to operate a complaint procedure, which is approved by the Department.

9.3 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). Monthly reports should be submitted to the Director: Garden Route District office which should include any comments by worker on fault reporting and response time. Management staff should ensure that timesheets are completed with the necessary signed daily schedules in place as part of their portfolio of evidence.

9.4 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.

9.5 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.

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10. REPORTING LINES

- 10.1 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.
 - 10.2 The service provider shall provide the cleaning and hygiene 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 in terms of reactive cleaning demands.
 - 10.3 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.
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11. PAYMENT TERMS

- 11.1 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 was not satisfactorily performed by the Service Provider.
- 11.2 Unless agreed otherwise, the fee stipulated by the Service Provider shall be fixed for the period of this contract.

12. PROPOSAL REQUIREMENTS

- 12.1 A detailed project plan / work schedule with clear milestones and timeframes for each description task indicated above.
- 12.2 A contingency plan that stipulates actions to be taken if any activity detailed in the project plan is hampered.
- 12.3 The Service Provider must submit details regarding the price for the Cleaning Services. Rates for salaries and wages must be completed in full accordance with the Basic Conditions of Employment Act (75/1999), including all Amendments and Sectoral Determinations.
- 12.4 A detailed cost breakdown as per attached Pricing Schedule. Only firm prices will be accepted.
- 12.5 Compliance to wage labour rates as per the Department of Labour's regulation.
- 12.6 Main business area (locality).
- 12.7 All equipment to be supplied and installed must be color coded, durable and SANS approved.
- 12.8 Names and contact details of at least three (3) references where similar scope of work has been performed

13. PRE-QUALIFICATION CRITERIA

- 13.1 Only Bidders registered as B-BBEE Status level 1 contributors will be considered for this bid as per Preferential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation.
- 13.2 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.

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13.3 AOs/AAs (Accounting Officer / Accounting Authority) must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

13.3.1 For tenderers other than EMEs (Exempted Micro Enterprises) – verification agencies accredited by SANAS; or

13.3.2 For tenderers who qualify as EMEs – a sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths. 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.

14. MANDATORY REQUIREMENTS

NB: Failure to submit the following requirements with the proposal will disqualify the bidder's proposal.

14.1 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).

14.2 Public Liability Insurance to the value of a minimum of R2m (Proof of quotation obtainable from any insurance companies or any other relevant proof).

14.3 Unemployment Insurance Fund (Proof of registration or Letter for tender purposes or Letter of good standing (obtainable from the Department of Labour).

14.4 Compliance with all Tax Clearance requirements:

14.4.1 Attach a Valid Tax Clearance Certificate / provide a Compliance Tax Status Pin on the space provided on the SBD 1 form;

14.4.2 Where consortium / joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements as proof;

14.4.3 The bidder must be registered on the National Treasury Central Supplier Database and attach a report as proof or provide registration number (MAAA) on SBD 1 form.

14.4.4 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).

14.5 The original company or close corporation resolution authorizing a particular person to sign the bid documents must be submitted with the bid submission.

14.6 Compliance to latest **sectorial determination wage labour rates** as per the Department of Labour's regulations.

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- 14.7 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.**
- 14.8 Attendance of the Compulsory Briefing session as indicated in the signing of the attendance register.

15. EVALUATION CRITERIA

This bid shall be evaluated ***in three*** stages. On first stage bid will be evaluated on Mandatory requirement. On the second stage bids will be evaluated on functionality. The third stage evaluation will be done in accordance with 80/20 preference points system as stipulated below.

15.1 First Stage -Pre-qualification and Mandatory Requirement

16.2 Second Stage -Evaluation of Functionality

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

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The applicable values that will be utilized when scoring each criteria ranges from:
1 being Poor, 2 average, 3 good, 4 very good & 5 Excellent

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. ABILITY AND CAPABILITY	Company experience: Minimum 2 years' 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.	40
	Cleaner to be utilized in the execution of the contract, please attach personnel CVs entailing skills (interpersonal skills, writing and verbal communications) and experience in cleaning and hygiene and any available training certificates.	20
	Bidder's Protective clothing in line with the Occupational Health Safety Act (attach uniform pictures with Company Logo such as Overall and T-Shirt)	15
2. METHODOLOGY	Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan.	25
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Firms experience in both cleaning and / or hygiene services	No experience in cleaning or hygiene industry	Managed cleaning or hygiene projects with desirable outcome, for less than 2 years	Managed cleaning or hygiene projects with desirable outcome, for 2 years	Managed cleaning or hygiene projects with desirable outcome, for 3 to 5 years	Managed cleaning or hygiene projects with desirable outcome, for more than 5 years
Staff to be utilized in the execution of the contract, please attach personnel CVs entailing skills (interpersonal skills, writing and verbal communications) and experience in cleaning and / or hygiene services.	1-11 months experience in cleaning and / or hygiene services	1 year experience in cleaning and / or hygiene services	2 years experience in cleaning and / or hygiene services	3 years' experience in cleaning and / or hygiene services	More than 4 years' experience in cleaning and / or hygiene services
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
Methodology	No information	Information covering only the scope of work	Roster attached in line with scope of work.	Flexibility plan included additional to Good column	Contingency plan attached additional to Very Good column

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

15.3 Third Stage - Evaluation in terms of 80/20 Preference Points System

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

15.4 Calculating of points for B-BBEE status level of contribution

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

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

16. TERMS AND CONDITIONS OF THE PROPOSAL

16.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DALRRD's Supply Chain Management general contract conditions.

16.2 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.

16.3 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. Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g. buying material and equipment.

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- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 16.8 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 Dept 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.
- 16.9 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.
- 16.10 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.
- 16.11 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 16.12 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 16.13 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- 16.14 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.

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16.15 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.

16.16 All security protocols shall be observed by the appointed service provider, including security clearance for any contracted staff assigned to the premises.

17. RESPONSIBILITY OF THE DEPARTMENT

17.1 The Department of Agriculture Land Reform and Rural Development shall:

- Conduct business in a courteous and professional manner with the Service Provider;
- Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties;
- Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project; and
- The Department will enter into a Service Level Agreement with the appointed service provider upon award of contract and prior to the issuing of a formal purchase order. This specification will also form part of the service level agreement.

17.2 The Department 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.

17.3 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.

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

17.5 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.

17.6 All necessary documentation to meet with Departmental Security protocol requirements. All the Contractor's employees must be security screened and vetted before being allowed into the site.

18. RESPONSIBILITY OF THE CONTRACTOR

18.1 The Contractor shall:

- Provide everything necessary for the proper execution of the cleaning and hygiene works to the due intent of the specification;
- Maintain its equipment in good order and OHS compliant;
- Ensure that fair labour practices are complied with;

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- 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;
- Supply an adequate labour force in order to render an acceptable standard of service to the Department. 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;
- The cleaner 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;
- Keep the facilities provided clean and tidy;
- Conform to laws, Regulations or By Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto;
- Comply with Departmental security and emergency regulations and procedures; and
- Ensure that all staff employed is properly uniformed with identification/name tags.

19. OBSERVANCE OF OCCUPATIONAL HEALTH & SAFETY ACT (OHS)

- 19.1 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.
- 19.2 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.
- 19.3 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.

20. INCEPTION OF CONTRACT

The contract will come into effect from the acceptance of the successful bidder's bid, and this bidder will render cleaning and hygiene 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 twenty-four (24) months.

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21. 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.

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

The Service Provider should provide full details regarding the Service Provider's 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 the service provider is required to have an office in George from where the cleaning services are to be provided for the duration of the contract.

23. 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.

24. 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.

25. COMPLIANCE REQUIREMENTS

25.1 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.

25.2 The cleaning and hygiene services should be provided 100% (one hundred percent) in accordance with the agreed frequencies stipulated above.

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26. LIABILITY

- 26.1 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.
- 26.2 Any claim in respect of any taxes payable by the Contractor.
- 26.3 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.
- 26.4 Any claim in respect of the Occupational Health and Safety Act.
- 26.5 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 damage to property by an act or omission of the Contractor or any of its employees, servants or agents.

27. 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.

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

- 28.1 The contractor will be required to provide certified employee payroll proving that the statutory minimum wage rates for the employee in this contract cleaning period have been paid over, on a 6-monthly basis.
- 28.2 Failure to comply with the above will be treated as a default by the contractor. 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.

29. BID CONDITIONS

- 29.1 Apart from any Special Conditions stipulated in this bid, the General Conditions of Contract (GCC) shall also apply.
- 29.2 **NOTE:** Bidders shall familiarize themselves with the General Conditions of Contract (GCC) prior to submitting bid proposals.

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30. CONTACT PERSONS

No	Name	Day Contact	Email Address
1	Ms Lindokuhle Delihlazo- Technical related enquiries	(044) 874 1839 073 117 4734	lindokuhle.delihlazo@dalrrd.gov.za
2	Ms Mpho Mudau	021 409 0551	Mpho.Mudau@dalrrd.gov.za