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DALRRD LP 0003 (2021/2022)

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

**BRIEFING SESSION WILL TAKE PLACE AS FOLLOWS**

**Date: 20 January 2022**

**Time: 11:30**

**Venue: NTK Building , 84 Limpopo Street, Modimolle, Limpopo Province**

**CLOSING DATE: 02 February 2022**

**TECHNICAL ENQUIRIES**

TEL

EMAIL

: Ms S Shiluvana  
: (015) 230 5088  
: Shirley.Shiluvana@dalrrd.go.za

**BID RELATED ENQUIRIES**

TEL

EMAIL

: Ms Tshegofatso Motiang  
: (015) 230 5004/ 5089  
: tshegofatso.motiang@dalrrd.gov.za

**BID RELATED ENQUIRIES**

TEL

EMAIL

: Mr L Mahloromela  
: (015) 230 5004  
: leshoka.mahloromela@dalrrd.gov.za

## AUTHORITY OF SIGNATORY

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

**AN EXAMPLE IS SHOWN BELOW FOR A COMPANY: NOT TO BE FILLED IN BUT THE RESOLUTION MUST BE ATTACHED. FAILURE COMPLY WILL BE AN IMMEDIATE DISQUALIFICATION.**

# MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000*, *MR A.F JONES* has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd*.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of A.F Jones)

As witnesses:

1. ....
2. ....

Signature of person authorised to sign the tender: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# **PART A INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM)**

BID NUMBER: DALRRD LP 0003 (2021/2022)

CLOSING DATE: 02 FEBRUARY 2022

CLOSING TIME: 11:00

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

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

70 HANS VAN RESNBURG (ABSA FORUM)

POLOKWANE

0700

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON S SHILUVANA

CONTACT PERSON T MOTIANG

TELEPHONE NUMBER 015 230 5088

TELEPHONE NUMBER 015 230 5089

FACSIMILE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS [Shirley.Shiluvana@dalrrd.gov.za](mailto:Shirley.Shiluvana@dalrrd.gov.za)

E-MAIL ADDRESS [Tshegofatso.motianga@dalrrd.gov.za](mailto:Tshegofatso.motianga@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

TICK APPLICABLE BOX]

B-BBEE STATUS LEVEL SWORN AFFIDAVIT

[TICK APPLICABLE BOX]

☐ Yes

☐ No

☐ Yes

☐ No

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes

☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes

☐ No

[IF YES, ANSWER THE QUESTIONNAIRE BELOW]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.



## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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:

.....



## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



TAX CLEARANCE

TCC 001

**Application for a Tax Clearance Certificate****Purpose**Select the applicable option .....Tenders ☐ Good standing ☐

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

**Particulars of applicant**Name/Legal name  
(Initials & Surname  
or registered name)Trading name  
(if applicable)

ID/Passport no

Company/Close Corp.  
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax  
no

E-mail address

Physical address

Postal address

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax  
no

E-mail address

Physical address



**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R  ,

Expected duration of the tender  year(s)

**Particulars of the 3 largest contracts previously awarded**

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

**Audit**

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

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

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

Signature of representative/agent

Name of representative/agent

Date

**Declaration**

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

Signature of applicant/Public Officer

Name of applicant/Public Officer

Date

**Notes:**

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



agriculture, land reform  
& rural development

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

PROVINCIAL SHARED SERVICES CENTRE: LIMPOPO  
Private Bag X 9312, Polokwane, 0700, 70 Hans van Rensburg Street: (015) 230 5000

# **PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT – WATERBERG DISTRICT , LIMPOPO PROVINCE FOR A PERIOD OF 36 MONTHS.**



Name of Bidder: .....

**PRICING SCHEDULE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES  
FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT  
WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

**PRICING SCHEDULE [SBD 3.3]**

**PRICING SCHEDULE  
(Professional Services)**

NAME OF SERVICE PROVIDER: .....

Bid No.: **DALRRD LP 0003 2021/2022**

Closing Date: **02 FEBRUARY 2022**

Closing Time: **11:00**

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

**TOTAL PRICE**

R.....

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

- NB: Monthly costs of supervisor, cleaners and relievers must be inclusive of all hidden costs (UIF, Bonus, COIDA, skills development levy & provident fund)
- All cleaning equipment and detergents must be provided by the bidder.
- Pricing must be fixed for the duration of the project.

**A. LABOUR RATES**

**CLEANER WAGE CALCULATION**

| <b>BASIC SALARY</b>  |  | <b>PER CLEANER</b> |
|--|--|--------------------|
| Hourly Rate  |  | R                  |
| Daily Rate (8 hours per day)   |  | R                  |
| Weekly Wage (5 days per week)  |  | R                  |
| <b>Basic Monthly Wage (4.333 weeks per month)</b>                        |  | <b>R</b>           |
| <b>ADDITIONAL COST</b>   |  |                    |
| Monthly provision for annual leave at a rate of 1.25-day p/m             |  | R                  |
| Monthly provision for sick leave at a rate of 1-day p/m                  |  | R                  |
| Provision for family responsibility leave at a rate of 0.82% (3/365) p/m |  | R                  |
| Monthly contribution for Provident fund (5.25% of Basic Monthly Wage)    |  | R                  |
| Bonus (provision at a rate of basic monthly wage divided by 12)          |  | R                  |
| UIF (1% of basic monthly wage)   |  | R                  |
| Skills Development Levy (1% of basic monthly wage)                       |  | R                  |
| Personal Protective Clothing (Uniform, etc.) - monthly rate.             |  | R                  |
| Other Provisions at a monthly rate (e.g. COIDA, Maternity, etc....)      |  | R                  |
| <b>Total Monthly Wage - A</b>  |  | <b>R</b>           |



Name of Bidder: .....

**PRICING SCHEDULE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES  
FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT  
WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

**PRICING SCHEDULE [SBD 3.3]**

**SUPERVISOR WAGE CALCULATION**

| <b>BASIC SALARY</b>  |                       |
|--|-----------------------|
| Hourly Rate  | <b>PER SUPERVISOR</b> |
| Daily Rate (8 hours per day)   | R                     |
| Weekly Wage (5 days per week)  | R                     |
| <b>Basic Monthly Wage (4.333 weeks per month)</b>                        | R                     |
| <b>ADDITIONAL COST</b>   |                       |
| Monthly provision for annual leave at a rate of 1.25-day p/m             | R                     |
| Monthly provision for sick leave at a rate of 1-day p/m                  | R                     |
| Provision for family responsibility leave at a rate of 0.82% (3/365) p/m | R                     |
| Monthly contribution for Provident fund (5.25% of Basic Monthly Wage)    | R                     |
| Bonus (provision at a rate of basic monthly wage divided by 12)          | R                     |
| UIF (1% of basic monthly wage)   | R                     |
| Skills Development Levy (1% of basic monthly wage)                       | R                     |
| Personal Protective Clothing (Uniform, etc.) - monthly rate.             | R                     |
| Other Provisions at a monthly rate (e.g. COIDA, Maternity, etc...)       | R                     |
| <b>Total Monthly Wage - B</b>  | R                     |

**TABLE 1: CLEANERS AND SUPERVISOR(S)' WAGES**

| DESCRIPTION                  | NUMBER OF<br>CLEANERS/<br>SUPERVISOR(S)<br>REQUIRED | MONTHLY COST<br>i.e. NUMBER OF<br>CLEANERS/<br>SUPERVISOR(S)<br>MULTIPLIED BY A<br>ABOVE | CONTRACT<br>PERIOD | TOTAL COST FOR<br>THE FULL<br>DURATION OF<br>CONTRACT |
|------------------------------|---|--|--------------------|---|
| CLEANERS (A)                 | 03  | R  | 36 MONTHS          | R   |
| SUPERVISOR(S) (B)            | 01  | R  | 36 MONTHS          | R   |
| <b>TOTAL COST (EXCL VAT)</b> |   |  |                    | R   |



Name of Bidder: .....

**PRICING SCHEDULE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES  
FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT  
WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

**PRICING SCHEDULE [SBD 3.3]**

**TABLE 2: HYGIENE SERVICES AND REPLENISHMENT**

| <b>HYGIENE SERVICE TASK<br/>DESCRIPTION</b>  | <b>MONTHLY<br/>COST</b> | <b>CONTRACT<br/>DURATION</b> | <b>TOTAL COST<br/>FOR THE PROJECT</b> |
|--|-------------------------|------------------------------|---------------------------------------|
| <b>SUPPLY, INSTALLATION AND<br/>MAINTENANCE OF SANITARY<br/>DISPOSAL BINS</b> (09 bins +<br>once a week replenishment of<br>plastic bins & Removal of<br>waste.)   | R                       | 36 MONTHS                    | R                                     |
| <b>SUPPLY, INSTALLATION,<br/>MAINTAINANCE AND<br/>REPLENISHMENT OF<br/>SANITARY BAGS DISPENSER</b><br>(09 dispensers + once a week<br>replenishment)   | R                       | 36 MONTHS                    | R                                     |
| <b>SUPPLY, INSTALLATION,<br/>MAINTAINANCE AND<br/>REPLENISHMENT OF TOILET<br/>SEAT LIQUID SANITIZER<br/>DISPENSER</b> (14 seat liquid<br>sanitizer holders +<br>replenishment of sanitizer when<br>its required) | R                       | 36 MONTHS                    | R                                     |
| <b>SUPPLY, INSTALLATION,<br/>MAINTAINANCE AND<br/>REPLENISHMENT OF HAND<br/>WASH LIQUID SOAP<br/>DISPENSER</b> (08) hand wash<br>liquid soap holder +<br>replenishment of Liquid soap<br>when its required.      | R                       | 36 MONTHS                    | R                                     |
| <b>SUPPLY, INSTALLATION,<br/>MAINTAINANCE OF<br/>AUTOMATIC HAND DRAYER</b><br>(05 Hand Drayer)   | R                       | 36 MONTHS                    | R                                     |
| <b>SUPPLY, INSTALLATION,<br/>MAINTAINANCE AND<br/>REPLENISHMENT OF<br/>AUTOMATIC HAND<br/>SANITIZER DISPENSER</b> (03) +<br>replenishment of hand sanitizer<br>when its required.                                | R                       | 36 MONTHS                    | R                                     |

Name of Bidder: .....

**PRICING SCHEDULE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES  
FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT  
WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

**PRICING SCHEDULE [SBD 3.3]**

|  |          |           |   |
|--|----------|-----------|---|
| <b>SUPPLY, INSTALLATION, MAINTAINANCE AND REPLENISHMENT OF AUTOMATIC PAPER TOWEL DISPENSER (03) Dispensers + NB: replenishment of paper towels when required</b> | R        | 36 MONTHS | R |
| <b>SUPPLY, INSTALLATION, MAINTAINANCE AND REPLENISHMENT OF AUTOMATIC AIR FRESHENER DISPENSER (05) dispensers + replenishment Air Freshener when required)</b>    | R        | 36 MONTHS | R |
| <b>REPLENISHMENT OF TOILET PAPERS (Daily replenishment of 900 toilet papers rolls per month</b>  | R        | Once off  | R |
| <b>SUPPLY AND REPLACEMENT OF URINAL SANITIZER (06 Urinals + twice monthly replenishment of sanitizer)</b>  | R        | 36 MONTHS | R |
| <b>SUPPLY AND MAINTANACE OF MEDICAL WASTE BINS- waste to be removed on weekly basis</b>  | R        | 36 MONTHS | R |
| <b>SUPPLY OF 3 TIER LOCKABLE TOILETS HOLDER (14), ONCE OFF</b>   | ONCE OFF |           |   |
| <b>SUPPLY OF PAPER TOWEL BINS (3), ONCE OFF</b>  | ONCE OFF |           |   |
| <b>TOTAL COST EXC VAT</b>  |          |           | R |



**TABLE 3: PROVISION OF CLEANING SERVICES**

| DESCRIPTION                    | CONTRACT PERIOD | TOTAL COST FOR THE FULL DURATION OF CONTRACT ( EXCLUDING VAT) |
|--------------------------------|-----------------|---|
| PROVISION OF CLEANING SERVICES | 36 MONTHS       |   |

**SUMMARY OF THE TOTAL COST**

| DESCRIPTION  | TOTAL COST FOR THE PROJECT   |  |        |   |        |   |        |   |
|--|--|--|--------|---|--------|---|--------|---|
| TABLE 1: TOTAL COST FOR LABOUR RATES                                   | R  |  |        |   |        |   |        |   |
| TABLE 2: TOTAL COST FOR HYGIENE SERVICES                               | R  |  |        |   |        |   |        |   |
| TABLE 3: PROVISION OF CLEANING SERVICE                                 | R  |  |        |   |        |   |        |   |
| VAT @ 15% ( IF APPLICABLE)   | R  |  |        |   |        |   |        |   |
| TOTAL BID PRICE ALL INCLUSIVE<br><br>(Should reflect on SBD 1 as well) | <table><tr><td>YEAR 1</td><td>R</td></tr><tr><td>YEAR 2</td><td>R</td></tr><tr><td>YEAR 3</td><td>R</td></tr></table><br>R |  | YEAR 1 | R | YEAR 2 | R | YEAR 3 | R |
| YEAR 1   | R  |  |        |   |        |   |        |   |
| YEAR 2   | R  |  |        |   |        |   |        |   |
| YEAR 3   | R  |  |        |   |        |   |        |   |

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
    - the bidder is employed by the state; and/or
    - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
  2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
    - 2.1 Full Name of bidder or his or her representative: .....
    - 2.2 Identity Number: .....
    - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
    - 2.4 Company Registration Number: .....
    - 2.5 Tax Reference Number: .....
    - 2.6 VAT Registration Number: .....
    - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
- <sup>1</sup>"State" means –
- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
  - (b) any municipality or municipal entity;
  - (c) provincial legislature;
  - (d) national Assembly or the national Council of provinces; or
  - (e) Parliament.
- <sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars: .....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

[illegible]



**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

May 2011

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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





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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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



|   |  |  |
|---|--|--|
| Black people with disabilities                                    |  |  |
| Black people living in rural or underdeveloped areas or townships |  |  |
| Cooperative owned by black people                                 |  |  |
| Black people who are military veterans                            |  |  |
| <b>OR</b>   |  |  |
| Any EME   |  |  |
| Any QSE   |  |  |

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

### 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

### 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

## WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....



## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

**SBD 8**

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



**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](http://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.

- 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 contract 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.

Js General Conditions of Contract (revised July 2010)





**agriculture, land reform  
& rural development**

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

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND  
HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM  
AND RURAL DEVELOPMENT WATERBERG DISTRICT FOR A PERIOD OF TWIRTY-SIX  
36 MONTHS**

**PHYSICAL ADDRESSES:**

- (A) NTK BUILDING  
84 LIMPOPO STREET  
MODIMOLLE, 0510  
LIMPOPO
- (B) NATIONAL AGRI-LAND AND ENVIROMENT BOREDEPORT  
01 THABO MBEKI DRIVE  
MODIMOLLE, 0510  
LIMPOPO

**1. OBJECTIVES**

The objective of the specification is to appoint a suitable Service Provider that can render cleaning services for the Department of agriculture, Land Reform and Rural Development for Waterberg District for a period of Thirty-six months for NTK Building and National Agri land and Environmental Boredepot.

**2. STAFFING REQUIREMENTS**

- 2.1 One (01) Supervisor required for both NTK Building and National Agri land and Environmental Boredepot.

**NTK Building – 84 Limpopo Street**

• **Cleaning and hygiene requirements**

- Cleaners: 03
- Number of floors: 01

Initials.....

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

- Number of office: 29
- Open Plans: 02
- Server room: 01
- Reception and Waiting area: 02
- Passages: 02
- Automatic Hand Sanitizer Dispenser: 02
- Kitchen: 02
- Registry : 01
- Boardroom: 01
- Parking Bays: 43
- Dish washer liquid soap dispenser: 02
- Automatic Hand Paper Towel dispenser: 02
- Paper towel bin: 02
- Toilets Cubicles: 07
- Sanitary Disposal Bins (She Bins): 06
- Urinal basin: 06
- Urinal drip sanitizer dispenser: 06
- Sanitary hygiene bag Dispenser: 06
- Medical waste bin: 01
- Seat sanitizer dispenser: 08
- Automatic Air freshener: 03
- Hand wash basin: 13
- Hand liquid soap dispenser: 05
- Automatic hand Drayer: 3
- Disabled Toilets :1
- 3 tier toilet paper lockable holder : 8
- Toilet papers : 750 monthly
- Surface to be Cleaned approximately: 1280.38 m<sup>2</sup>

Initials.....



**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

**National Agri land and Environmental Boredepot.– 01 Thabo Mbeki Drive**

- **Cleaning and hygiene requirements**
  - Cleaners: 01
  - Number of floors: 01
  - Longdayel (Rondavals) : 2
  - Number of office: 02
  - Main store room: 02
  - Passages: 01
  - Automatic Hand Sanitizer Dispenser: 01
  - Kitchen: 01
  - Change room / Shower : 01
  - Dish washer liquid soap dispenser: 01
  - Automatic Hand Paper Towel dispenser: 01
  - Paper towel bin: 01
  - Toilets Cubicles: 06
  - Sanitary Disposal Bins (She Bins): 03
  - Medical waste bin: 01
  - Sanitary hygiene bag Dispenser: 03
  - Seat sanitizer dispenser: 06
  - Automatic Air freshener: 02
  - Hand wash basin: 03
  - Hand liquid soap dispenser: 03
  - Automatic hand Drayer: 2
  - 3 tier toilet paper lockable holder : 8
  - Toilet papers : 50 monthly
  - Surface to be cleaned approximately: 371.41m<sup>2</sup>

Initials.....

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

**2.2 Summary for staffing requirements**

| Item Description                    | BUILDINGS              |                                   |               |
|-------------------------------------|------------------------|-----------------------------------|---------------|
|                                     | NTK                    | National Environmental Boredepot. | Agri land and |
| Supervisor                          | 01 ( for both offices) |                                   |               |
| Cleaners                            | 03                     | 01                                |               |
| Number of floors                    | 01                     | 01                                |               |
| Number of office                    | 29                     | 02                                |               |
| Open Plans                          | 02                     | 0                                 |               |
| Server room                         | 01                     | 02                                |               |
| Boardroom                           | 01                     | 0                                 |               |
| Reception and Waiting area          | 02                     | 0                                 |               |
| Rondavals                           | 0                      | 01                                |               |
| Passages                            | 02                     | 01                                |               |
| Registry                            | 1                      | 0                                 |               |
| Automatic Hand sanitizer dispenser  | 02                     | 01                                |               |
| Kitchen                             | 02                     | 01                                |               |
| Automatic Hand Paper Towel          | 02                     | 01                                |               |
| Paper towel Bin                     | 02                     | 01                                |               |
| Toilets Cubicles                    | 07                     | 06                                |               |
| 3 tier lockable toilet paper Holder | 08                     | 06                                |               |
| Sanitary Disposal Bins (She Bins)   | 06                     | 03                                |               |
| Urinal basin                        | 06                     | 0                                 |               |
| Urinal drip sanitizer dispenser     | 06                     | 0                                 |               |
| Sanitary hygiene bag Dispenser      | 06                     | 03                                |               |
| Seat sanitizer Dispenser            | 08                     | 06                                |               |
| Automatic Air freshener dispenser   | 03                     | 02                                |               |
| Hand wash basin                     | 13                     | 03                                |               |
| Hand wash liquid soap Dispenser     | 05                     | 03                                |               |
| Automatic hand Drayer               | 03                     | 02                                |               |

Initials.....



**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

|                       |                        |                       |
|-----------------------|------------------------|-----------------------|
| Disabled Toilets      | 01                     | 0                     |
| Toilet papers         | 750                    | 50                    |
| Medical waste bin     | 01                     | 01                    |
| Surface to be Cleaned | 1280,38 m <sup>2</sup> | 371,41 m <sup>2</sup> |

**SECTION A**

**CLEANING SERVICES**

| CLEANING SERVICE TASK DESCRIPTION  | FREQUENCY                  |
|--|----------------------------|
| <b>A. OFFICES, BOARDROOMS</b>  |                            |
| Spot brush and clean soil marks  | Daily                      |
| Dust/wipe down all horizontal/vertical surfaces with a damp cloth (mopping)                | Daily                      |
| Burnishing floor with the polishing machine  | Weekly                     |
| Dust desks and computers with a damp cloth   | Daily                      |
| Wipe all telephones with a damp cloth with a suitably diluted disinfectant.                | Daily                      |
| Polish all wooden furniture  | Daily                      |
| Empty dust bins, waste paper baskets, wash and replace plastic inners.                     | Twice Daily                |
| Wash water jugs and drinking glasses with dish washing liquid and refill with fresh water. | Daily                      |
| Clean material partitions inside offices   | Weekly                     |
| Deep cleaning of tiles and upholstered furniture with a suitably cleaning chemicals.       | Quarterly or when required |
| Dust/Clean picture frames  | Weekly                     |

Initials.....

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

| <b>CLEANING SERVICE TASK DESCRIPTION</b>   | <b>FREQUENCY</b>     |
|--|----------------------|
| Dust/Clean picture frames  | <b>Weekly</b>        |
| Damp wash vinyl covered furniture  | <b>Daily</b>         |
| Spot clean marks from walls, doors, paint work and light switches with suitably diluted disinfectant.<br>Strip and seal floor. | <b>Twice Monthly</b> |
| Apply liquid metal polish, to brass door handles, window stays and window fastener.  | <b>Monthly</b>       |

Initials.....



|   |  |
|---|--|
| <b>B. CLEANING OF SERVER ROOM</b>   |  |
| <ul style="list-style-type: none"> <li>• NTK BUILDING (1)</li> <li>• <b>National Agri land and Environmental Boredepot (2)</b></li> </ul>   |  |
| <ul style="list-style-type: none"> <li>• Server room (Must be cleaned under the supervision of IT Personnel)</li> <li>• Sweep with a mop sweeper or with a dust control mop</li> <li>• Wipe with a damp mop with suitably diluted disinfectant.</li> <li>• Strip and seal floor</li> <li>• Burnishing floor with the polishing machine</li> </ul> | <p><b>Monthly</b></p> <p><b>Weekly</b><br/><b>Weekly</b></p> <p><b>Monthly</b><br/><b>Weekly</b></p> |
| <b>C. CLEANING OF ENTRANCES, FOYERS, VERANDAS, PASSAGES &amp; FIRE ESCAPES.</b>   |  |
| <ul style="list-style-type: none"> <li>• NTK BUILDING (1)</li> <li>• <b>National Agri land and Environmental Boredepot (1)</b></li> </ul>   |  |
| <b>CERAMIC FLOORS:</b>  |  |
| <ul style="list-style-type: none"> <li>• Sweep with a mop sweeper or with a dust control mop</li> <li>• Wipe with a damp mop with suitably diluted disinfectant (mopping)</li> <li>• Tile in foyers leading to reception and admin block must be cleaned with a suitably diluted disinfectant.</li> </ul>   | <p><b>Daily</b></p> <p><b>Daily</b></p> <p><b>Daily</b></p>  |
| Pick up, clean all waste receptacles and dispose of all litter  | <b>Daily</b>   |
| Scrubbing, cleaning all waste receptacles and dispose of all litter   | <b>Daily</b>   |
| Glass doors at the entrances must be cleaned with a damp cloth suitably diluted disinfectant  | <b>Daily</b>   |
| Spot clean all glass; windows, doors, door knobs and metal work and dust all accessible ledges to height of 2m.   | <b>Daily</b>   |
| Clean picture frames and glass with suitable cleaning chemicals   | <b>Weekly</b>  |
| Clean notice boards   | <b>Weekly</b>  |
| Clean skirting with suitable cleaning materials   | <b>Weekly</b>  |
| Clean handrails / banisters with suitable cleaning chemicals  | <b>Daily</b>   |
| <b>D. BOARD ROOMS</b>   |  |
| <ul style="list-style-type: none"> <li>• NTK BUILDING (1)</li> </ul>  |  |

Initials.....

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

|   |                    |
|---|--------------------|
| (CERAMIC TILES)   |                    |
| <ul style="list-style-type: none"> <li>• Spot brush and clean soil marks with suitable cleaning chemicals</li> </ul>  | <b>Daily</b>       |
| <ul style="list-style-type: none"> <li>• Wipe with a damp mop with suitably diluted disinfectant (mopping)</li> </ul> | <b>Daily</b>       |
| Dust furniture and fittings with suitable diluted disinfectant  | <b>Daily</b>       |
| Empty and clean dustbins  | <b>Twice Daily</b> |

Initials.....



|   |                 |
|---|-----------------|
| <b>F. WINDOW CLEANING</b>   |                 |
| Clean both faces of partition glass   | • Once Weekly   |
| Clean accessible interior faces of all windows below 2m.  | Weekly          |
| <b>G. DOORS SANITIZING</b>  |                 |
| Doors must be sanitized three times a day   | • 3 times a day |
| <b>H. KITCHENS</b>  |                 |
| <ul style="list-style-type: none"> <li>• NTK BUILDING (2)</li> <li>• National Agri land and Environmental Boredepot (1))</li> </ul> |                 |
| <b>VINYL FLOORS</b>   |                 |
| • Sweep with a mop sweeper or with a dust control mop   | Daily           |
| • Wipe with a damp mop, with suitable diluted disinfectant (mopping)  | Daily           |
| • Burnishing floor with the polishing machine   | Weekly          |
| • Strip and seal floor  | Monthly         |
| <b>CERAMIC TILES</b>  |                 |
| • Sweep with a mop sweeper or with a dust control mop/ broom  | Daily           |
| • Clean with a damp mop   | Daily           |
| Empty, clean and wash dustbin with suitably diluted disinfectant  | Twice Daily     |
| Kitchen, cupboards must be cleaned with water and with suitably diluted disinfectant  | Daily           |
| Microwave ovens must be washed with water and with suitably diluted disinfectant  | Daily           |
| Fridge must be defrosted and washed with water and with suitably diluted disinfectant   | Once Quarterly  |
| Fridge exterior must be cleaned   | Daily           |
| Departmental cutlery and crockery used must be cleaned with water and suitably diluted disinfectant.                                | Daily           |
| Kitchens must be neat and tidy at all times   | Daily           |
| Empty, clean and wash dustbin and shredding machines  | Daily           |

Initials.....

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

|  |  |
|--|--|
| <b>I. WASTE DISPOSAL</b>   |  |
| Rubbish bags should be taken to the municipality collection point within the vicinity.   | <b>Daily</b>   |
| Rubbish bins must be washed with suitably diluted disinfectant   | <b>Weekly</b>  |
| <b>J. STRONG / STORE ROOMS (03)</b>  |  |
| Sweeping and dusting of cabinets under supervision   | <b>monthly</b>   |
| <b>K. TOILET CLEANING (14 CUBICLES AND 16 HAND BASINS)</b>   |  |
| <ul style="list-style-type: none"> <li>• NTK BUILDING ( 08 cubicles &amp; 13 Basins)</li> <li>• <b>National Agri land and Environmental Boredepot</b> (06 cubicles &amp; 03 Basins)</li> </ul>                       |  |
| Cleaning of toilets with toilet cleaning soap and with a suitable diluted disinfectant ( closet pans, wash bins and mirrors)   | <b>Daily</b>   |
| Washing of toilets floors, walls, doors and pipes with a suitable diluted disinfectant   | <b>Daily</b>   |
| Replace toilet paper   | <b>On going</b>  |
| Empty, wash dustbin with a suitable diluted disinfectant and replace plastics bags   | <b>2 x Daily</b>   |
| Wash floors according to type  | <b>Quarterly</b>   |
| <b>L. COLLECTION AND CLEANING OF CUPS, SAUCERS, PLATES, etc</b>  |  |
| <ul style="list-style-type: none"> <li>• Collect all drinking cups, glasses, saucers, tea spoons, spoons, plates and wash them with a detergent and store in the kitchen sink cardboard/storage facility.</li> </ul> | <ul style="list-style-type: none"> <li>• <b>Twice Daily</b></li> </ul> |

Initials.....



**HYGIENE SERVICE****SECTION B**

The appointed service provider will be required to supply and install all required hygiene equipment's in Section A, and render the hygiene service as per task description indicated in Section B below.

| ITEM DESCRIPTION   | QUANTITY   |
|--|--|
| <b>Sanitary Disposal Bins (She-Bins) (Women Cubicles)</b><br><br>Disposal bins must be replaced with clean disinfected bins together with the inner plastic bags. <ul style="list-style-type: none"><li>• Must have self-closing tight fitting lids with trap doors with non-touch opening / closing mechanism</li><li>• One (1) bin per female cubicle</li><li>• Service provider must dispose medical waste according to National Environmental Waste Act No. 59 of 2008</li><li>• Sanitary disposal bins must be replaced free of charge in the event of mechanical malfunctioning or factory fault</li></ul> | <b>09 (Once Off)</b><br><br><b>Female Disabled</b> |
| <b>Sanitary Hygiene Bag Dispenser (Women Cubicles)</b> <ul style="list-style-type: none"><li>• Supply and installation of plastic bags dispensers per female toilet cubicle</li><li>• One (1) bin per female cubicle</li><li>• Sanitary disposal bins must be replaced free of charge in the event of mechanical malfunctioning or factory fault</li></ul>   | <b>09 (Once Off)</b>                               |
| <b>Hand Wash Liquid Soap Dispenser</b> <ul style="list-style-type: none"><li>• Supply and installation of liquid soap dispenser in both female and male toilets and kitchens</li><li>• Soap dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault</li></ul>  | <b>08</b>  |
| <b>Seat Sanitizer Dispenser</b> <ul style="list-style-type: none"><li>• Supply and installation of seat wipe dispenser in both female and male toilets</li><li>• Seat wipe dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li></ul>  | <b>14</b>  |
| <b>Automatic Air Freshener Dispenser</b> <ul style="list-style-type: none"><li>• Supply and installation of automatic air freshener dispenser in</li></ul>   | <b>05</b>  |

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|   |               |
|---|---------------|
| <p>both female and male toilets&amp; ground floor in public information counters and passages</p> <ul style="list-style-type: none"> <li>• Automatic air freshener dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul>  |               |
| <p><b>Urinal Drip Sanitizer Dispenser</b></p> <p>Must be installed in urinals man's toilets</p>   | 06 (Once Off) |
| <p><b>Automatic Hand Paper Towel Dispenser</b></p> <ul style="list-style-type: none"> <li>• Supply and installation of paper towel dispenser in both female and male toilets</li> <li>• Electronic Paper towel dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> <li>• Reflex Paper Hand Towel Dispenser</li> <li>• Strong, Durable And Lockable</li> <li>• Hand To Paper Operation</li> <li>• Portion Control Mechanism</li> <li>• Dimension *+-Height-475,Depth-235mm,Width -410mm</li> </ul> <p>The Apparatus Will Be Replaced Free Of Charge By The Service Provider In Case Of Malfunction</p> <ul style="list-style-type: none"> <li>• Strong And Absorbent-1 Ply</li> <li>• +- 200 X 300mm</li> </ul> <p>High Quality Paper(Sans Approved)</p> | 03 (Once Off) |
| <p><b>Automatic Hand dryer</b></p> <ul style="list-style-type: none"> <li>• Supply and installation of automatic hand dryer</li> <li>• The Dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul>  | 05            |
| <p><b>Automatic hand sanitizer dispenser</b></p> <ul style="list-style-type: none"> <li>• Supply and installation of hand sanitizer dispenser</li> <li>• The Dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul>  | 02            |

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|  |    |
|--|----|
| <b>3 Tier Lockable Toilet Paper Holder</b> <ul style="list-style-type: none"> <li>• Supply and Install the toilet paper dispenser.</li> <li>• At least height 385mm,depth 140mm,width</li> <li>• Holds a minimum of 3 toilet papers</li> <li>• The Dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul>   | 14 |
| <b>Medical waste Bin (for disposable Mask and Gloves)</b><br>waste bins must be replaced with clean disinfected bins together with the inner bio hazard red plastic bags. <ul style="list-style-type: none"> <li>• Must have self-closing tight fitting lids with trap doors with non-touch opening / closing mechanism</li> <li>• Waste to be removed on weekly basis</li> <li>• Service provider must dispose medical waste according to National Environmental Waste Act No. 59 of 2008</li> </ul> <p>Medical waste bins must be replaced free of charge in the event of mechanical malfunctioning or factory fault</p> | 02 |

| TASK DESCRIPTION  | FREQUENCY     |
|---|---------------|
| <b>A. SANITARY DISPOSAL BINS (SHE-BINS) (WOMEN CUBICLES)</b>  |               |
| Sanitary waste must be removed and not stay within the Departmental premises  | Once a week   |
| The estimated quantity is 09 she bins   |               |
| <b>B. SANITARY HYGIENE BAGS FOR SANITARY TOWELS</b>   |               |
| Supply and replacement of plastic bag   | Weekly        |
| Sanitary bag dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. | When required |
| <b>C. SEAT SANITIZER DISPENSER</b>  |               |

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|   |  |
|---|--|
| Seat sanitizer liquid must be always replenished  | when required                          |
| Seat sanitizer liquid must contain bactericides and disinfectants   |  |
| Seat sanitizer dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.                 | When required                          |
| <b>D. HAND WASH LIQUID SOAP AND DISPENSER</b>   |  |
| Hand wash liquid soap must be replenished   | Once a month or when required          |
| Hand wash liquid soap must be drip free and not harsh/irritable to the skin (non-ammoniated).   |  |
| Soap Dispensers must have a reliable, user friendly pump mechanism.   |  |
| Soap dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault                            | When required                          |
| <b>E. HAND PAPER TOWELS</b>   |  |
| Hand Paper towels must be replaced<br>Estimated quantity is 1 per dispenser daily ( 3 dispensers).                                    | When required                          |
| Paper towels must be manufactured from a strong and absorbent good quality paper tissue   |  |
| <b>G. AUTOMATIC AIR FRESHNER</b>  |  |
| Air freshener must be refilled and must spray at intervals of 15-20 minutes   | Bi- monthly or when required           |
| Automatic air freshener dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.        | When required                          |
| <b>H. TOILET PAPER ROLLS</b>  |  |
| Supply & replenishment of Toilet paper rolls<br>Estimated quantity 1500 per month: 4 rolls per day per cubicle (for all the cubicles) | Estimated 4 rolls per cubicles per day |
| Toilet paper must be manufactured from a soft, good quality paper tissue(SANS Approved) 2-Ply   |  |

**NB:**

- All dispensers should be lockable to prevent theft.
- The Service Provider must install all dispensers with costs included in the monthly payments.
- All dispenser batteries must be of high quality and durability and should be inspected regularly and replaced accordingly.
- Hand dryer must be in working condition at all times.

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- Upon termination of the contract the Service Provider must remove such equipment from the premises without causing any damages to the property.
- The service provider will be held liable for any damages and payment may be withheld.

**4. PROPOSAL REQUIREMENTS**

- Proposed work schedule/duty sheet/work plan with clear milestones and timeframes for each task to be completed.
- A contingency plan that stipulates actions to be taken if any activity detailed in the project plan is hampered.
- A detailed cost breakdown as per attached **Pricing Schedule**, in terms of staffing requirements.
- Rate of the cleaners must not be less than the gazette amounts
- Main business area of operation (Locality)

**5. MANDATORY REQUIREMENTS**

Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified

| Mandatory requirements  | Substantiating evidence of compliance (used to evaluate bid)  |
|---|---|
| 5.1 Valid letter of good standing for Compensation for Occupational Injuries Disease Act (COIDA) 1993 | <p>Valid letter of good standing for COIDA obtained from the Department of Employment and Labour indicating the following:</p> <ul style="list-style-type: none"> <li>• Name of the Bidder;</li> <li>• Nature of Business;</li> <li>• Expiry Date;</li> <li>• Stamp/ Signature of the Compensation Commissioner/ Department of Employment and Labour</li> </ul> |

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|  |  |
|--|--|
| <p><b>5.2</b> Existing cover/Quotation for Public Liability insurance policy, for a minimum cover of R 500 000.00</p>  | <p>Existing cover/Quotation for Public Liability insurance policy from a reputable insurance company indicating the following:</p> <ul style="list-style-type: none"> <li>• Name of the Insurance Company;</li> <li>• Name of the Bidder;</li> <li>• Policy Number;</li> <li>• Type of Insurance/ Cover;</li> <li>• Quotation from insurance company will accepted (with cover of R500 000,00). Appointed service provider must provide an active insurance within 14 days of appointment</li> <li>• An expired insurance will not be accepted</li> <li>• Insurance/ Cover Amount (<b>NB:</b> Minimum Insurance/ Cover Amount of R 500 000.00</li> </ul> |
| <p><b>5.3</b> Valid certificate of compliance for Unemployment Insurance Fund (UIF)</p>  | <p>Valid certificate of compliance for UIF obtained from the Department of Employment and Labour indicating the following:</p> <ul style="list-style-type: none"> <li>• Date the certificate was issued;</li> <li>• Validity Date;</li> <li>• Name of Bidder;</li> <li>• Stamp/ Signature of the Unemployment Insurance Commissioner/ Department of Employment and Labour</li> </ul>   |
| <p><b>5.4</b> The Bidder is required to be registered on the Central Supplier Database (CSD) prior submitting the Bid. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database prior submitting the Bid.</p> | <p>Provide a copy of CSD Registration Summary Report or the CSD Registration Number on SBD 1 Form</p>  |

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|   |   |
|---|---|
| <p><b>5.5</b> It is a condition of this Bid that the tax status of the Bidder must be Compliant at any point in time from the closing date of the Bid. The tax status will be verified on Central Supplier Database and SARS eFiling Systems. Where Consortia / Joint Ventures / Sub-contractors are involved, the tax status of each party must also be Compliant at any point in time from the closing date of the Bid.</p> | <p>Provide a Tax Compliant Status Pin issued to the Bidder and Consortia / Joint Venture / Sub-contractor partners (if applicable) by the South African Revenue Service or Tax Compliant Status Pin on SBD 1 Form.</p>  |
| <p><b>5.6</b> Bidders must indicate cleaners' wages in the Pricing Schedule (SBD 3.3).</p> <p><b>NB:</b> The wages of the cleaners should not be less than the minimum wage rate as prescribed by the Department of Employment and Labour Sectoral Determination 1: Contract Cleaning Sector South Africa.</p>  | <p>Provide duly completed and signed Pricing Schedule (SBD 3.3). The wages must include mandatory benefits (Basic Condition of Employment for Contract Cleaning Sector).</p>  |
| <p><b>5.7</b> The Bidder must provide a Waste Management License for waste treatment facility in accordance with the National Environmental Management Waste Act No. 59 of 2008, issued to the Bidder/ Partner by the National Department of Environment, Forestry and Fisheries.</p>   | <p>Provide a valid Waste Management License for waste treatment facility issued to the Bidder/ Partner by the National Department of Environment, Forestry and Fisheries. <b>NB:</b> Where the license is not in the name of the Bidder, a partnership letter or quotation from the license holder must accompany such license.</p> |

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|   |   |
|---|---|
| <p><b>5.8</b> The Bidder must be either an Exempted Micro Enterprise (EME) or Qualifying Small Business Enterprise (QSE).</p> | <p>Provide a valid copy of a sworn affidavit of your B-BBEE Qualifying Small Enterprise or Exempted Micro Enterprise<br/><b>OR</b><br/>A valid B-BBEE certificate issued by an Agency accredited by SANAS. Only consolidated BBEE certificate will be considered for Joint ventures</p> |
| <p><b>5.9</b> Compulsory Briefing Session</p>   | <p>Briefing meeting will be held on 20 January 2021 @11:30 at NTK Building , 84 Limpopo Street, Modimolle.</p>  |
| <p><b>5.10 Letter of Authority</b></p>  | <p>Submit the dully singed letter of authority.</p>   |

## 6 EVALUATION CRITERIA

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

### 6.1 First Stage -Evaluation of Functionality

Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

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Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

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

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

The applicable values that will be utilized when scoring each criteria ranges from: **1 being poor, 2 Average, 3 Good, 4 Very good and 5 Excellent**

| EVALUATION CRITERIA              | GUIDELINES FOR CRITERIA APPLICATION  | WEIGHT    |
|----------------------------------|--|-----------|
| <b>1. ABILITY AND CAPABILITY</b> | <p>Company experience in cleaning and hygiene industry (Reference letter/ testimonials / completion certificate of the completed projects from client-company. The letter must strictly be from the client company and must contain address of the premises) contact details and signed</p> <p>NB: The content of the reference letters/testimonials/ of the completed projects, must indicate the detailed of services rendered, period and value of the project. Contracts, Service Level Agreements, Appointment Letters and Purchase Orders will not be considered as proof of experience.</p> | <b>35</b> |
| <b>2. SUPERVISOR EXPERIENCE</b>  | <p>Supervisor to be utilized in the execution of the contract, please attach personnel CVs, entailing skills (interpersonal, skills / conflict resolution skills, writing and verbal communications,) and experience in (duties performed) cleaning and hygiene services coupled with supervision.</p>   | <b>15</b> |

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|  |  |            |
|--|--|------------|
| <b>3. Training and skills development</b>            | <p>Training and skills development plan covering all relevant training interventions i.e. OHS, SHE, First Aid, Chemical, Hazardous training as well as housekeeping but not limited (Please attach a detailed plan/ programme that the personnel will receive at commencement of work)</p> <p>NB: one of the above-mentioned training must be facilitated within 6 months of the commencement of the contract and others before expiry of the contract. In instances where all resources have received the required training, the bidder is expected to provide relevant certificates.</p> | <b>10</b>  |
| <b>4. PPE</b>  | Bidder's Protective clothing in line with the Occupational Health Safety Act (attach uniform pictures with Company Logo and other related protective clothing) including COVID-19 PPEs   | <b>15</b>  |
| <b>5. Methodology</b>                                | 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 and Covid-19 mitigation plan   | <b>25</b>  |
| <b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b> |  | <b>100</b> |

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

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

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

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

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

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## EVALUATION CRITERIA

| Scoring Criterion  | 1: Poor   | 2: Average   | 3: Good   | 4: Very good   | 5: Excellent  |
|--|---|--|---|--|---|
| <b>ABILITY AND CAPABILITY</b><br>(Company experience in cleaning and hygiene industry (Reference letter/ testimonials / completion certificate of the completed projects from client-company)) | Between 0-2 reference letters with a project less than R1 million         | 3 reference letters with a project less than R500 000  | 1 reference letter with a project to the value of R500 000 or above   | 2 reference letter with a project to the value of R500 000 or above for each contract  | 3 reference letter with a project to the value of R500 000 or above for each contract   |
| <b>SUPERVISOR EXPERIENCE</b><br>(CV with experience as a Supervisor in Cleaning service projects)  | 0-1 year experience in cleaning and hygiene environment as a supervisor   | 1-2 year experience in cleaning and hygiene environment as a supervisor                              | Over 3 years' experience in cleaning and hygiene environment as a supervisor  | Over 4 years' experience in cleaning and hygiene environment as a supervisor   | Over 5 years' experience in cleaning and hygiene environment as a supervisor  |
| <b>TRAINING AND SKILLS DEVELOPMENT</b><br>( attach detailed plan/ programme that the personnel will receive prior commencement of work and for the duration of contract)                       | No plan or irrelevant   | Training and skills development plan covering OHS/SHE or first aid                                   | Training and skills development covering First aid, OHS/SHE and housekeeping  | Training and skills development covering First aid, OHS/SHE, housekeeping, and chemicals hazardous   | Training and skills development programme covering over and items on rating 4, as well as the additional required skills and knowledge such as communication, report writing and Covid 19 |
| <b>PPE</b><br>(Bidder's Protective clothing in line with the Occupational Health Safety Act)   | No uniform pictures at all or inadequate uniform or inappropriate uniform | Bidder providing pictures of all of the below with logo<br>- Uniform, Safety boots and Safety gloves | Bidder providing pictures of all of the below with logo<br>- Uniform, Safety boots and Safety gloves<br>- Cautionary boards, Cleaning and hygiene equipment and chemical products   | Bidder providing pictures of all of the below with logo<br>- Uniform, Safety boots and Safety gloves, cautionary boards, Cleaning and hygiene equipment<br>- Cleaning trolleys, visible pictures of the cleaning and hygiene consumable which are SABS/SANS approved   | AI items on scoring criteria (4) including covid 19 PPE's   |
| <b>Methodology</b><br>(Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis)                     | No information or irrelevant  | Detailed broad methodologies that cover the proposed scope of work including task description        | Detailed broad methodologies that cover the proposed scope of work including task description and how such tasks will be performed on daily basis proposed work schedule, duty sheet, work plan with clear milestones and time frames for each task to be completed | Detailed broad methodologies that cover the proposed scope of work including task description and how such tasks will be performed on daily basis proposed work schedule, duty sheet, work plan with clear milestones and time frames for each task to be completed , flexibility plan in line with the cleaning and hygiene service | Over and above the requirements on scoring criteria (4) and detailed contingency plan in line with cleaning and hygiene service and covid19 safety mitigation plan                        |



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

- 6.5 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 6.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency or a sworn affidavit will be considered for preference points. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.
- 6.7 Failure on the part of the bidder to comply with paragraphs 6.5 and 6.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 6.8 The DALRRD may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- 6.9 The points scored will be rounded off to the nearest 2 decimals.

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- 6.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 6.11 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 6.12 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 6.13 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

**7. FORMAT AND SUBMISSION OF BIDS**

- 7.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 7.2 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to mandatory requirements.
- 7.3 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 7.4 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended or withdrawn after its date of submission.
- 7.5 DALRRD is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and DALRRD may reject any bid. DALRRD reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the RFP.
- 7.6 DALRRD may, for any reason and at any time during the selection process, request any Bidder to supply further information and/or documentation. The appointment of the successful Bidder is subject to the conclusion of Service Level Agreement (SLA) between DALRRD and the successful Bidder governing all rights and obligations related to the required services. The SLA shall be prepared by DALRRD to include such terms and conditions commonly included in agreements of such nature, together with

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any other terms and conditions which are required by DALRRD (whether arising from the specifications of the successful bidder's proposal or otherwise).

- 7.7 After careful consideration and thorough examination of the proposals, DALRRD shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements. The cheapest price (management fee) offered will not necessarily be a decisive factor in choosing between Proposals.
- 7.8 Bidders which have not been selected shall be informed accordingly in writing and through publication of the successful bidder in the same media that was used to advertise the bid.

**8. COMPULSORY INFORMATION SESSION**

The compulsory Briefing sessions will be held on 20 January 2022 @11:30.

**9. HEALTH AND SAFETY**

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

**10. SUB-CONTRACTING**

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

**11. SECURITY AND CONFIDENTIALITY OF INFORMATION**

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

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**12. TERMS AND CONDITIONS OF THE PROPOSAL**

- 12.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DALRRD Supply Chain Management general contract conditions.
- 12.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.
- 12.3 In cases where company, partnership or close corporation commences business for the first time or either don't have capital; the following particulars must be furnished: (Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g. buying material and equipment
- 12.4 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning materials are available at all times and that it should be replaced as required.
- 12.5 The Service Provider must arrange the insurance policy with a reputable insurance company OR submit documentary proof/ letter of intent/Quotation from registered insurers. 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.
- 12.6 All Acts and Regulations relating to cleaning and hygiene services must be adhered to by the Service Provider. All equipment and material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.
- 12.7 The Department reserves the right to conduct tests and analysis on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS/SABS.
- 12.8 The service provider must appoint the Project Manager to be utilized in the management of the contract.
- 12.9 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.

Initials.....



**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

- 12.10 Proof of quotations is required for Public Liability Insurance for bidding process; however, proof of registration or contract/ agreement must be submitted by the successful bidder within the period of seven working days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.
- 12.11 Letter for tender purposes or letter of good standing for UIF and COIDA is required for bidding process. However, proof of registration must be submitted by the successful bidder within the period of seven working days after the award. The department reserves the right to cancel the contract if the required documents are not submitted within the specified time. In a case where a bidder does not have registered employees under his/her name a letter to tender addressed to the DALRRD must be attached to avoid disqualification.
- 12.12 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.
- 12.13 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.
- 12.14 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract. All employees will be expected to have been trained within 6 months after commencement of the contract.
- 12.15 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 12.16 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- 12.17 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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- 12.18 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.
- 12.19. All cleaning and hygiene equipment and detergents should be provided by the bidder.
- 12.20. The pricing must be fixed for the duration of the contract. (Only the wage increment adjustments will be accepted based on a sectoral wage determination formula, refer to the Pricing Schedule SBD 3.3).
- 12.21. All equipment to be supplied must be durable and SANS approved.
- 12.21. The Department reserves the right to award this contract to more than 1 service providers.
- 12.22. The Service Provider must submit the monthly Sanitary Disposal Certificate and the Health Care Disposal Certificate for every Sanitary and Health Care waste that is collected from the office that reflect the following: Collection Place, the weight, kg of that waste, Disposal place address, Date and Time and Signature of the head of disposal facility.
- 12.23. The company and its employees may be subjected to positive security vetting and screening.
- 12.24. The Service Provider must submit the Certificate of Transportation of Sanitary Waste and Health Care Waste as per Act 59 Of 2008 by the Department of Environmental Affairs.
- 12.25. It is expected that monthly Service Level Agreement meetings will take place at Bloemfontein Deeds Registry to discuss the service provider's performance and continuous compliance requirements. It is therefore a condition of this Bid that such meetings be attended by at least one director/ member of the successful Bidder/ Entity.
- 12.26 **The Department of Agriculture, Land Reform and Rural Development shall:**
- Conduct business in a courteous and professional manner with the Service Provider.

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**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX MONTHS**

- 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.
- The DALRRD will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These terms and Conditions will also form part of the service level agreement.
- Not take responsibility of the safe guiding of the cleaning equipment and detergents

**13. REQUEST FOR FUTHER INFORMATION**

All enquiries regarding the bid may be directed to the following:

**Technical Enquiries:**

Ms Shiluvana Pearl  
Tel: 015 230 5088  
[Shirley.Shiluvana@dalrrd.gov.za](mailto:Shirley.Shiluvana@dalrrd.gov.za)

**For Supply Chain Management enquiries, please contact:**

Ms Tshegofatso Motiang  
Tel: (015) 230 5089  
[Tshegofatso.motiang@dalrrd.gov.za](mailto:Tshegofatso.motiang@dalrrd.gov.za)

**14. Publication**

- Tender Bulletin
- Departmental website
- E-Portal
- 21 Days

Initials.....



**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND  
HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM  
AND RURAL DEVELOPMENT WATERBERG DISTRICT FOR A PERIOD OF THIRTY-SIX  
MONTHS**

**15. APPROVAL**

These Terms of Reference has been checked and approved as follows:

**APPROVED/NOT APPROVED**



**MR LP MAHLOROMELA**  
**CHAIRPERSON OF THE BID SPECIFICATION AND EVALUATION COMMITTEE**  
**DATE:** 2002/01/13

Initials.....