

DALRRD LP 0015 (2022/2023)

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT PROVINCIAL SHARED SERVICE CENTRE VHEMBE DISTRICT FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CLOSING DATE: 30 MARCH 2023 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.

***VENUE: VHEMBE DISTRICT
OLD MUTUAL BUILDING
62 MPHEPHU DR
THOHOYANDOU***

***DATE: 16 MARCH 2023
TIME: 11:00***

**TECHNICAL ENQUIRIES : Gezani Khosa / Shirley Shiluvana
TEL : 015 495 0639/ 015 495 0623
EMAIL : gezani.khosa@dalrrd.gov.za / shirley.shiluvana@dalrrd.gov.za**

**BID RELATED ENQUIRIES: Ms D Mongwai/ Ms R Maphoto
TEL : (015) 495 1703 / 015 495 1855
EMAIL : daisy.mongwai@dalrrd.gov.za / rhoda.maphoto@dalrrd.gov.za**

NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.

TECHNICAL PROPOSAL – PART 1 OF 2

LA 1.1



agriculture, land reform & rural development

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

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

BID NUMBER: DALRRD LP 0015 (2022/2023)

CLOSING TIME: 11H00

CLOSING DATE: 30 MARCH 2023

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

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

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 09 MARCH 2023

MAP TO BIDDER BOX (B BOX)

DALRRDLP 0015(2022/2023) CLOSING DATE: 30 MARCH 2023 @ 11:00

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

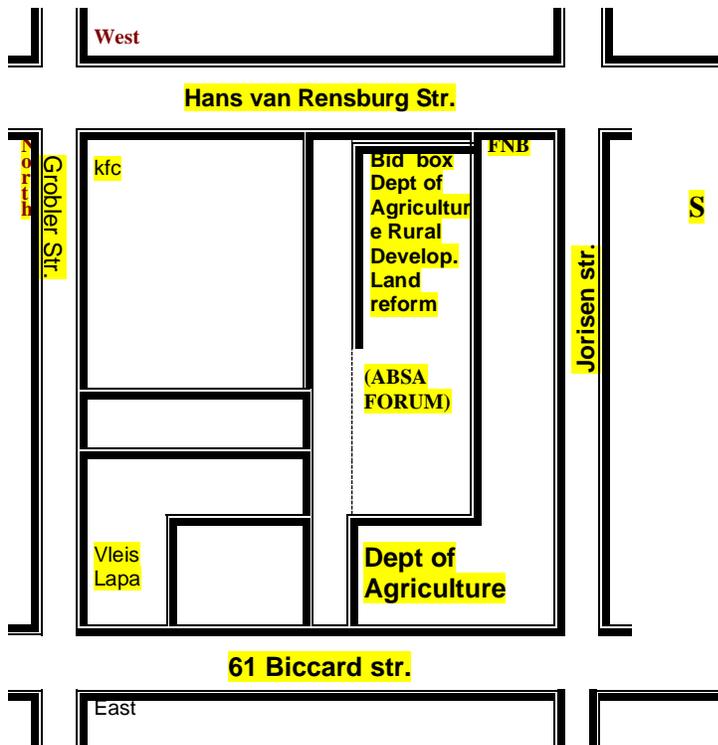
BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

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

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

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

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
Acquisition Management
(BIDS)**



**ABSA Building
1ST Floor 70 HANS VAN RENSBURG
POLOKWANE**

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IS OPEN FROM 8:00 TO 17:45 A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER:	DALRRD LP 00015 (2022/2023)	CLOSING DATE:	30 MARCH 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF STANDARD CLEANING SERVICES AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR VHEMBE DISTRICT OFFICE LIMPOPO PROVINCE FOR A PERIOD OF THIRTY - SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
OLD MUTUAL BUILDING					
62 MPHEPHU DRIVE					
THOHOYANDOU					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Daisy Mongwai / Ms Rhoda Maphoto		CONTACT PERSON	Mr Gezani Khosa / Ms Shirley Shiluvana	
TELEPHONE NUMBER	(015) 495 1703 / 015 495 1855		TELEPHONE NUMBER	(015) 495 0639 / 015 495 0623	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	daisy.mongwai@dalrrd.gov.za/ rhoda.maphoto@dalrrd.gov.za		E-MAIL ADDRESS	shirley.shiluvana@dalrrd.gov.za / gezani.khosa@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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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

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

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

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

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

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

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

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

AUTHORITY OF SIGNATORY

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

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

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

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

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

Particulars of applicant

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

Particulars of representative (Public Officer/Trustee/Partner)

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

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

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

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent

- -

Date

Name of representative/agent

agent

Declaration

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

Signature of applicant/Public Officer

- -

Date

Name of applicant/Public Officer

Notes:

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

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

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

3 DECLARATION

I, _____ the _____ undersigned, _____ (name)...

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

..... Position
Name of bidder

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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

COMPETITIVE BID PROCESS (ABOVE R 1 MILLION UP TO R 50M)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor’s letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Specific goal: **Locality** –
 - (a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - (b) a valid lease agreement from the lessor **or**
 - (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.
- 1.8 Local content – specific goal: the SBD 6.2 must be fully completed and signed

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Locality (Promotion of South African owned enterprises located in Limpopo province)	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company

- Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>



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 RENDERING OF STANDARD CLEANING SERVICES AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AT VHEMBE DISTRICT OFFICE LIMPOPO PROVINCE FOR A PERIOD OF THIRTY- SIX (36) MONTHS

Name of Bidder:

PRICING SCHEDULE FOR THE RENDERING OF STANDARD CLEANING SERVICES AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT AT VHEMBE DISTRICT OFFICE LIMPOPO PROVINCE FOR A PERIOD OF THIRTY- SIX (36) MONTHS

PRICING SCHEDULE [SBD 3.3]

SUPERVISOR WAGE CALCULATION

BASIC SALARY	PER SUPERVISOR
Hourly Rate	R
Daily Rate (8 hours per day)	R
Weekly Wage (5 days per week)	R
Basic Monthly Wage (4.333 weeks per month)	R
ADDITIONAL COST	
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.) 2 set per cleaner annually	R
Other Provisions at a monthly rate (e.g. COIDA, Maternity, etc...)	R
Total Monthly Wage - B	R

TABLE 1: CLEANERS AND SUPERVISOR(S)' WAGES

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

Name of Bidder:

PRICING SCHEDULE FOR THE RENDERING OF STANDARD CLEANING SERVICES AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT AT VHEMBE DISTRICT OFFICE LIMPOPO PROVINCE FOR A PERIOD OF THIRTY- SIX (36) MONTHS

PRICING SCHEDULE [SBD 3.3]

TABLE 2: HYGIENE SERVICES AND REPLENISHMENT

HYGIENE SERVICE TASK DESCRIPTION	MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
SUPPLY, MAINTENANCE AND REPLENISHMENT OF SANITARY DISPOSAL BINS (06 bins + once a week replenishment of plastic bins & Removal of waste.)	R	36 MONTHS	R
SUPPLY, MAINTAINANCE AND REPLENISHMENT OF SANITARY BAGS DISPENSER (06 dispensers + once a week replenishment)	R	36 MONTHS	R
SUPPLY, MAINTAINANCE AND REPLENISHMENT OF TOILET SEAT SANITISER DISPENSER (09 seat liquid sanitizer holders + replenishment of sanitizer when its required)	R	36 MONTHS	R
SUPPLY, MAINTAINANCE AND REPLENISHMENT OF HAND WASH LIQUID SOAP DISPENSER (06) hand wash liquid soap holder + replenishment of Liquid soap when its required.	R	36 MONTHS	R
SUPPLY, MAINTAINANCE AND REPLENISHMENT OF HAND WASH LIQUID DISPENSER (06) + replenishment of hand wash liquid soap when required	R	36 MONTHS	R
SUPPLY, MAINTAINANCE AND REPLENISHMENT OF AUTOMATIC PAPER TOWEL DISPENSER (08) Dispensers + NB: replenishment of paper towels when required	R	36 MONTHS	R

Name of Bidder:

PRICING SCHEDULE FOR THE RENDERING OF STANDARD CLEANING SERVICES AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT AT VHEMBE DISTRICT OFFICE LIMPOPO PROVINCE FOR A PERIOD OF THIRTY- SIX (36) MONTHS

PRICING SCHEDULE [SBD 3.3]

SUPPLY, MAINTAINANCE AND REPLENISHMENT OF AUTOMATIC AIR FRESHENER DISPENSER (07) dispensers + replenishment Air Freshener when required)	R	36 MONTHS	R
REPLENISHMENT OF TOILET PAPERS (Daily replenishment of 1080 toilet papers rolls per month	R	36 MONTHS	R
SUPPLY AND REPLACEMENT OF URINAL DRIP SANITIZER DISPENSER (03 Urinals + twice monthly replenishment of sanitizer)	R	36 MONTHS	R
SHREDDING MACHINE INNER PLASTICS – Must be according to the size of the machine and should be able to carry a 100kg weight	R	36	R
ONCE OFF SUPPLY OF MATERIAL FOR HYGIENE SERVICES			
	QUANTIT Y	UNIT COST	TOTAL COST
SUPPLY AND INSTALLATION OF SANITARY DISPOSAL BINS	06	R	R
SUPPLY AND INSTALLATION OF SANITARY PLASTIC BAG DISPENSERS	06	R	R
SUPPLY AND INSTALLATION OF SEAT SANITISER DISPENSERS	09	R	R
SUPPLY AND INSTALLATION OF LOCKABLE TOILET PAPER HOLDERS – Three paper canister	09	R	R
SUPPLY AND INSTALLATION OF HAND WASH LIQUID SOAP DISPENSERS	06	R	R
SUPPLY AND INSTALLATION OF AUTOMATIC AIR FRESHNER	07	R	R
SUPPLY AND INSTALLATION OF AUTOMATIC PAPER TOWEL	08	R	R
SUPPLY AND INSTALLATION OF URINAL DRIP SANITIZER DISPENSERS	03	R	
TOTAL COST EXC VAT			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 (INCLUDING ONCE OFF SUPPLY, REPLENISHMENT AND MAINTANANCE)	R							
TABLE 3: PROVISION OF CLEANING SERVICE	R							
VAT @ 15% (IF APPLICABLE)	R							
TOTAL BID PRICE ALL INCLUSIVE (Should reflect on SBD 1 as well)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">YEAR 1</td> <td style="width: 30%;">R</td> </tr> <tr> <td>YEAR 2</td> <td>R</td> </tr> <tr> <td>YEAR 3</td> <td>R</td> </tr> </table>		YEAR 1	R	YEAR 2	R	YEAR 3	R
YEAR 1	R							
YEAR 2	R							
YEAR 3	R							
	R							

DALRRD LP 0015 (2022/2023)

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT PROVINCIAL SHARED SERVICE CENTRE VHEMBE DISTRICT FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CLOSING DATE: 30 MARCH 2023 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.

DATE: 16 MARCH 2023

TIME 11:00

TECHNICAL ENQUIRIES : Gezani Khosa / Shirley Shiluvana
TEL : 015 495 0639/ 015 495 0623
EMAIL : gezani.khosa@dalrrd.gov.za / shirley.shiluvana@dalrrd.gov.za

BID RELATED ENQUIRIES: Ms D Mongwai/ Ms R Maphoto
TEL : (015) 495 1703 / 015 495 1855
EMAIL : daisy.mongwai@dalrrd.gov.za / rhoda.maphoto@dalrrd.gov.za

NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.

FINANCIAL PROPOSAL – PART 2 OF 2



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 VHEMBE DISTRICT FOR A PERIOD OF THIRTY-SIX (36) MONTHS

PHYSICAL ADDRESSES:

(A) VHEMBE DISTRICT
OLD MUTUAL BUILDING
62 MPHEPHU DR
THOHYANDOU
0950

1. OBJECTIVES

The objective of the Terms of Reference is to appoint a suitable Service Provider that can render cleaning services for the Department of Agriculture, Land reform and Rural Development for Vhembe District office at Thohoyandou in Limpopo Province, for a period of thirty-six (36) months.

2. STAFFING REQUIREMENTS

One (01) Working Supervisor
Cleaners = 03
Total = 04

OLD MUTUAL BUILDING

- **Cleaning and hygiene requirements**
 - o Number of floors: 3
 - o Offices: 35
 - o Passages: 6
 - o Server room: 1
 - o Boardroom: 1
 - o Registry office: 1

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT VHEMBE DISTRICT OFFICE LIMPOPO FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- o Storeroom: 3
- o Strong room: 1
- o Security control room: 2
- o Change room (cleaner's room): 1
- o Parking bays: 37 and 6 cover parkings
- o Reception and waiting area: 1
- o Toilets: 6 (09 Cubicles)
- o DISABLE TOILETS ARE COMMON AREA according to Landlord
- o Toilet cubicles: 9
- o Urinals basin: 3
- o Hand Wash basins: 6
 - Ladies: 3
 - Gents: 3
- o Kitchen: 2
- o Surface to be cleaned approximately: 1231,53 m²

**3. SECTION A
CLEANING SERVICES**

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
A. OFFICES, BOARDROOMS	
Spot brush and clean soil marks	Daily
Moping tiles	Daily
Dust/wipe down all horizontal/vertical surfaces with a damp cloth (mopping)	Daily
Dust desks and computers with a damp cloth	Daily

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT VHEMBE DISTRICT OFFICE LIMPOPO FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
Wipe all telephones with a damp cloth with a suitably diluted disinfectant.	Daily
Polish all wooden furniture	Daily
Empty dust bins, wastepaper 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
Clean Upholstered furniture with a suitably cleaning chemical.	Quarterly or when required
Dust/Clean picture frames	Weekly
Spot clean marks from walls, doors, paint work and light switches with suitably diluted disinfectant. Strip and seal floor.	Twice Monthly
Apply liquid metal polish, to brass door handles, window stays and window fasteners.	Monthly

B. CLEANING OF SERVER ROOM	
<ul style="list-style-type: none"> • Server room (Must be cleaned under the supervision of IT Personnel) • Sweep with a mop sweeper or with a dust control mop • Wipe with a damp mop with suitably diluted disinfectant. • Strip and seal floor 	Twice a month
C. CLEANING OF STAIRS, ENTRANCES, VERANDAS, PASSAGES, PARKING BAYS & FIRE ESCAPES	
Pick up, clean all waste containers and dispose of all litter at the designated area	
CERAMIC FLOORS:	
<ul style="list-style-type: none"> • Sweep with a broom or with a dust control mop • Mop with suitably disinfectant (mopping) • Tile in foyers leading to reception and admin block must be cleaned with a suitably disinfectant. 	Daily
Glass doors at the entrances must be cleaned with a damp cloth and suitable detergent	Daily
Spots clean all glass, windows, doors, door knobs and metal work and dust all accessible ledges to height	Daily
Clean picture frames and glass	Weekly
Clean noticeboards	Once a Month
Clean skirting and windowsill	Daily
Clean handrails/ banisters	Daily
D. CLEANING OF STAIRCASES	
(Normal Floor)	
Sweep with a mop sweeper, broom or with a dust control mop	Daily
Scrubbing and cleaning of staircases with cleaning detergent.	Weekly
E. BOARD ROOMS	
(CERAMIC TILES)	
<ul style="list-style-type: none"> • Spot brush and clean soil marks with suitable cleaning chemicals • Wipe and mopping with suitably disinfectant 	Daily Daily
Dust furniture and fittings with suitably diluted disinfectant	Daily
Empty and clean dustbins	Twice Daily
Clean the blinds	Daily

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F. WINDOW CLEANING	
Clean both faces of partition glass	• Once Weekly
Clean accessible interior faces of all windows below 2m.	once a month
G. KITCHENS	
CERAMIC TILES	
<ul style="list-style-type: none"> • Sweep with a broom or with a dust control mop/ broom • Clean with a damp mop and suitable disinfectant 	Daily
Empty, clean and wash dustbin with suitably disinfectant	Twice Daily
Kitchen, cupboards must be cleaned with water and with suitably disinfectant	Daily
Microwave ovens must be cleaned with water and with suitably disinfectant	Daily
Fridge must be defrosted and cleaned with water and with suitably disinfectant	Once Quarterly
Fridge exterior must be cleaned	Daily
Departmental cutlery and crockery used must be cleaned with water and suitably disinfectant.	Daily
Kitchen utensils	As and when required
Kitchens must be neat and tidy at all times	Daily
Empty, clean and wash dustbin and shredding machines	Daily
H. WASTE DISPOSAL	
Rubbish bags should be taken to the municipality collection point within the vicinity.	Daily
Rubbish bins must be cleaned with suitably disinfectant	Weekly
I. STRONG / STORE ROOMS (04)	
Sweeping and dusting of cabinets under supervision	Weekly
scrubbing tile area under supervision	Once a month
J. TOILET CLEANING	
Ladies = 3 toilets (06 Cubicles and 03 Hand Basins) Gents = 3 toilets (03 Cubicles and 03 Hand Basins) Urinal = 3	
Cleaning of toilets with toilet cleaning soap and with a suitable disinfectant (closet pans, wash bins and mirrors)	Daily
Cleaning of toilets floors, walls, doors and pipes with a suitable	Daily

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TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT VHEMBE DISTRICT OFFICE LIMPOPO FOR A PERIOD OF THIRTY-SIX (36) MONTHS

disinfectant	
Replace toilet paper	On going
Empty, wash dustbin with a suitable diluted disinfectant and replace plastics bags	2 x Daily
clean floors according to type	Daily
K. COLLECTION AND CLEANING OF CUPS, SAUCERS, PLATES, etc <ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • Twice Daily

4. HYGIENE SERVICE

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

SECTION A

ITEM DESCRIPTION	QUANTITY
<p>Sanitary Disposal Bins (She-Bins) (Women Cubicles)</p> <p>Disposal bins must be replaced with clean disinfected bins together with the inner plastic bags.</p> <ul style="list-style-type: none"> • Must have self-closing tight fitting lids with trap doors with non-touch opening / closing mechanism • One (1) bin per female cubicle • Sanitary disposal bins must be replaced free of charge in the event of mechanical malfunctioning or factory fault 	6 (Once Off)
<p>Sanitary Hygiene Bag Dispenser (Women Cubicles)</p> <ul style="list-style-type: none"> • Supply and installation of plastic bags dispensers per female toilet cubicle • One (1) bin per female cubicle • Sanitary disposal bins must be replaced free of charge in the event of mechanical malfunctioning or factory fault 	6 (Once Off)
<p>Hand Wash Liquid Soap Dispenser</p> <ul style="list-style-type: none"> • Supply and installation of liquid soap dispenser in both female and male toilets • Soap dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault 	6
<p>Seat Sanitizer Dispenser</p> <ul style="list-style-type: none"> • Supply and installation of seat wipe dispenser in both female and male toilets • Seat wipe dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. 	9

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TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT VHEMBE DISTRICT OFFICE LIMPOPO FOR A PERIOD OF THIRTY-SIX (36) MONTHS

<p>Automatic Air Freshener Dispenser</p> <ul style="list-style-type: none"> • Supply and installation of automatic air freshener dispenser in both female and male toilets& ground floor in public information counters • Automatic air freshener dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. 	<p>7 (once off)</p>
<p>Urinal Drip Sanitizer Dispenser</p> <p>Must be installed in urinals man's toilets</p>	<p>3 (Once Off)</p>
<p>Automatic Hand Paper Towel Dispenser</p> <ul style="list-style-type: none"> • Supply and installation of paper towel dispenser in both female and male toilets • Electronic Paper towel dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. • Reflex Paper Hand Towel Dispenser • Strong, Durable and Lockable • Hand To Paper Operation • Portion Control Mechanism • Dimension +-Height-475, Depth-235mm, Width - 410mm <p>The Apparatus Will Be Replaced Free of Charge By The Service Provider In Case Of Malfunction</p> <ul style="list-style-type: none"> • Strong And Absorbent-2 Ply • +- 200 X 300mm <p>High Quality Paper (Sans Approved)</p>	<p>8 (Once Off)</p>
<p>3 Tier Lockable Toilet Paper Holder</p> <ul style="list-style-type: none"> • Supply and install the toilet paper dispenser. • At least height 385mm, depth 140mm,width • Holds a minimum of 3 toilet papers • The Dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. • Strong And Absorbent-2 Ply • +- 200 X 300m 	<p>9</p>

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT VHEMBE DISTRICT OFFICE LIMPOPO FOR A PERIOD OF THIRTY-SIX (36) MONTHS

<p>Paper Towel Bin</p> <ul style="list-style-type: none"> • Supply and install paper towel bins for the dispensers • The Dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. • Wall mounted. 	8
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5. SECTION C

TASK DESCRIPTION AND COSTING

TASK DESCRIPTION	FREQUENCY
A. SANITARY DISPOSAL BINS (SHE-BINS) (WOMEN CUBICLES)	
Sanitary waste must be removed and not stay within the Departmental premises.	Once a week
The estimated quantity is 6 she bins	
B. SANITARY HYGIENE BAGS FOR SANITARY TOWELS	
Supply and replacement of plastic bag and must be cleaned and not have a foul odor	Once a week
Sanitary bag	Once a week
C. SEAT SANITIZER DISPENSZER	
Seat Sanitizer must be replenished	when required
Seat sanitizer 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
D. HAND WASH LIQUID SOAP	
Hand wash liquid soap must be replenished	Once a month or when required
Hand wash liquid soap must be drip free and not	

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT VHEMBE DISTRICT OFFICE LIMPOPO FOR A PERIOD OF THIRTY-SIX (36) MONTHS

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
E. HAND PAPER TOWELS	
Hand Paper towels must be replaced Estimated quantity is 1 per dispenser daily (8 dispensers).	When required
Paper towels must be manufactured from a strong and absorbent good quality paper tissue	
G. AUTOMATIC AIR FRESHNER	
Air freshener must be refilled and must spray at intervals of 15-20 minutes	Bi- monthly or when required
H. TOILET PAPER ROLLS	
Supply & replenishment of Toilet paper rolls Estimated quantity 54 per day: 6 rolls per day per cubicle (for all the cubicles)	Twice a day
Toilet paper must be manufactured from a soft, good quality paper tissue (SANS Approved) 2-Ply	
I. WASTE PLASTIC BAG FOR SHEREDDING MACHINE	
Shredded documents must be taken out of the machine and placed in the designated places to be removed by Assets management one a month	Once a day

NB: The appointed service provider will be responsible for the provision of the following:

1. The Service provider to provide cleaning materials and equipment to meet the above prescribed cleaning activities and must be SABS approved. Each cleaner must be provided with two caution sign boards to ensure awareness on both on coming and out coming traffic when performing duties on floors.
2. The Service Provider to comply with the Occupational Health and Safety Act which requires that the employer have duties concerning the provision and use of personal protective equipment (PPE) at work. Protective Personal Equipment will protect the

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT VHEMBE DISTRICT OFFICE LIMPOPO FOR A PERIOD OF THIRTY-SIX (36) MONTHS

user against health and safety risks at work, for the safety of persons in connection with use of plant and machinery, protection of person's hazards to health and safety arising out of or in connection with activities of persons at work.

3. The Service Provider must provide in terms of uniform / PPE i.e. safety footwear, masks, gloves, eye protection, high-visibility clothing, safety harnesses and respiratory protective equipment (RPE).
4. The Service Provider must have own First Aider available on-site with their own First Aid Box.
5. The Service Providers must note that there will be need for staff to perform quarterly deep cleaning.

6. 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

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT VHEMBE DISTRICT OFFICE LIMPOPO FOR A PERIOD OF THIRTY-SIX (36) MONTHS

7. MANDATORY REQUIREMENTS

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

- Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- A resolution authorizing a particular person to sign the bid on company letter head.
- Valid public Liability Insurance obtainable from any insurance companies. Minimum amount of R1 000 000.00.
- A valid certificate of compliance for Unemployment Insurance Fund obtainable from the Department of Labour.
- Bidders must indicate cleaners' wages in the pricing schedule (SBD 3.3). The wages of the cleaners must not be less than the minimum wage rates and Basic Condition of Employment as prescribed by the Department of Labour. Only the wage adjustments will be accepted based on a Sectorial wage determination formula. (The total contract amount must be fixed for the duration of the contract. Service providers must take into consideration the price increase of the cleaners, cleaning material, equipment etc.)
- Attendance of the compulsory briefing and site inspection sessions.
- A valid letter for good standing for Compensation for Occupational Injuries Disease Act (COIDA) 1993 obtainable from the Department of Labour.
- Recent Central Database Number (CSD) and registration.
- Sanitary waste letter of the company that will render the services or letter from municipality with regards to removal of waste.

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT VHEMBE DISTRICT OFFICE LIMPOPO FOR A PERIOD OF THIRTY-SIX (36) MONTHS

8. EVALUATION CRITERIA

8.1. POINTS AWARDED FOR SPECIFIC GOALS

The following preference point systems are applicable to invitations to tender: the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

8.2. To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system. 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: Price; and Specific Goals.

8.3. To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

8.4. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

8.5. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

8.6. Bidders who wish to claim points need to provide proof for each point claimed as guided below;

8.6.1 Who had no franchise in national elections before the 1983 and 1993 Constitution – attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT VHEMBE DISTRICT OFFICE LIMPOPO FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- 8.6.2 Who is female- attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.
- 8.6.3 Who has a disability – attach doctor’s letter confirming the disability
- 8.6.4 Who is youth - attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.
- 8.6.5 Locality - Attach a Valid Municipal service account (water, sanitation, rates and electricity) in the name of the bidder or active Director/s not older than 6 months from the closing date of the bid, or Valid lease agreement from the lessor, or a letter on the letterhead of the ward concillor/traditional authority/council that must be signed , stamped and dated and must not be older than 6 months from the closing date of the bid

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

$$P_s = 80 \left[1 - \frac{P_t - P_{min}}{P_{min}} \right]$$

2

where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the SPECIFIC GOALS in accordance with the table below:

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SPECIFIC GOALS for the tender and points claimed are indicated per the table below.

(Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Locality (Promotion of South African owned enterprises located in a Limpopo Province)	3		

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of SPECIFIC GOALS contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

90/10

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$$P_s = 90 \left[1 - \frac{P_t - P_{min}}{P_{max}} \right]$$

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

Where P_s = Points scored for comparative price of tender or offer under consideration;
 P_t = Comparative price of tender or offer under consideration; and
 P_{min} = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the SPECIFIC GOALS status level of contributor in accordance with the table below:

8.7. First Stage -Evaluation of Functionality

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

The applicable values that will be utilized when scoring each criteria ranges from

0 being very poor, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
SUPERVISOR	The bidder must have competent resource (Supervisor) to meet the DALRRD requirements in terms of the required services as specified in the scope of work. The bidder must provide full details of their working supervisor with the minimum of 1 year working cleaning experience Attach CV of a working supervisor, with experience in cleaning services	15

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<p>COMPANY EXPERIENCE</p>	<ul style="list-style-type: none"> • Demonstrate companies' capability / ability in a cleaning industry. The bidder should have successfully completed at least three projects in this industry. All successfully completed projects should add up to a minimum of 24 months • Successfully completed projects which costed minimum R1 million (multiple projects can be added up) <p>NB: Attach 3 reference letters from contactable corporate or government clients where the bidder has provided similar services. The reference letter must be on the bidders' client letter head and must be duly signed.</p> <ul style="list-style-type: none"> • Reference letters should include both value and duration of completed projects. 	<p>40</p>
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	<ul style="list-style-type: none"> • Bidders Protective clothing in line with the Occupational Health and Safety Act (attach uniform pictures with Company Logo and other related protective clothing) <ul style="list-style-type: none"> a. Safety boots b. 2 piece overall c. Hand gloves d. Musk e. Head cover f. socks 	15
	<ul style="list-style-type: none"> • Detailed Broad proposed methodologies in line with the task descriptions out lined under the project scope of work. Proposed work schedule/duty sheet/work plan with clear milestones and timeframes for each task to be completed (A to G Tasked description). • The methodology should indicate the Flexibility in customer service in terms of turnaround times with regard to problem solving which may arise during execution of the contract i.e. contingency plan (elaborate under proposed methodology 	30
		10
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

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8.1 Evaluation sub criteria

Ability and Capability

The bidder must have competent resource (Supervisor) to meet the DALRRD requirements in terms of the required services as specified in the scope of work. The bidder must provide full details of their working supervisor with the minimum of 1 year working experience. Attach CV of a working supervisor with 1 year experience in cleaning services

Very Poor (score 0)	The tender failed to provide supervisor information in terms of experience
Poor (score 1)	3 months experience
Average (score 2)	4 months experience
Good (score 3)	6 months experience
Very Good (score 4)	8 months experience
Excellent (score 5)	1 year experience or more

Demonstrate companies' capability / ability in a cleaning industry. The bidder should have successfully completed at least 3 projects in this industry. All successfully completed projects should add up to a minimum of 24 months. The Service provider should have further successfully completed added up projects costed at least a minimum of R1 million

NB: Attach 3 reference letters from contactable corporate or government clients where the bidder has provided similar services. The reference letter must be on the bidders' client letter head and must be duly signed. **Proof should include both value and duration of completed projects.**

Very Poor (score 0)	No reference and/ or 1 project with less than R1 million in less than 24 months
Poor (score 1)	Completed 2 project in less than 24 months and the projects costed less than R1 million
Average (score 2)	Completed 3 projects in less than 24 months and the projects costed less than R1 million
Good (score 3)	Completed 1 project in 24 months and the project costed R1 million or above
Very Good (score 4)	Completed 2 project in 24 months and the projects costed R1 million or above
Excellent (score 5)	Completed 3 projects or more in 24 months and the project costed R1 million or above

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- Bidders Protective clothing in line with the Occupational Health and Safety Act (attach uniform pictures with Company Logo and other related protective clothing)

Very Poor (score 0)	No picture
Poor (score 1)	Clothing pictures
Average (score 2)	Clothing Picture not in line with OHS
Good (score 3)	Clothing Pictures without logo in line with OHS with some items
Very Good (score 4)	Clothing Pictures with logo in line with OHS with some items
Excellent (score 5)	Clothing Pictures with logo in line with OHS with all items

- Detailed Broad proposed methodologies in line with the task descriptions out lined under the project scope of work. Proposed work schedule/duty sheet/work plan with clear milestones and timeframes for each task to be completed (A to G Tasked description) . The methodology should also include contingency plan when rendering the service

Very Poor (score 0)	No proposed methodology, work schedule and contingency plan
Poor	The methodology does not show the breakdown or critical tasks
Average (score 2)	Methodology omits important tasks and contingency plan is not clear
Good (score 3)	All key activities are included in the programme but not detailed.
Very Good (score 4)	Detailed broad based methodology with milestones but not in line with attached task description (timing is not appropriate)
Excellent (score 5)	Detailed broad based methodology in line with the attached task description as per Terms of Reference and time lines are in sequence and appropriate, with a contingency plan which is flexible

The 80/20 principles will be applied in terms of the Preferential Procurement Policy Framework Act. During phase 2, bidders will be further evaluated based on 80/20. Only bids that achieve the minimum qualifying score (60) for functionality will be evaluated further in accordance with the 80/20 preference points system.

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9: TERMS AND CONDITIONS OF THE PROPOSAL

- a. Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DALRRD Supply Chain Management general contract conditions.
- b. Appointed service provider must ensure compliance to wage labour rates as per the department of labour's regulation.
- c. The Service Provider should not qualify the proposal with his/her own conditions. Any qualifications to the terms and conditions of this quotation will not be considered.
- d. In cases where company, partnerships or close corporation commences business for the first time or either do not have capital; the following particulars must be furnished:
 - i. Full particulars of a registered, reputable financial institute/company that will assist with the commencement of project e.g. buying material and equipment.
 - ii. 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 workers. Supervisor must ensure that cleaning materials are available at all times and that it should be replaced as required.
 - iii. The Service Provider must arrange the insurance policy with a reputable insurance company OR submit documentary proof/letter of intent/Quotation. 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.
 - iv. All Acts and Regulations relating to cleaning services must be adhered to by the Service Provider. All equipment and cleaning material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.
- e. The Department reserves the right to conduct tests and analysis on the cleaning detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.

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- f. No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- g. Proof of quotations or any other documents 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.
- h. In a case where a bidder does not have registered employees under his/her name a letter to tender must be attached to avoid disqualification (obtainable from department of Labour), however proof of registration must be submitted by the successful bidder within a 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.
- i. 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.
- j. Should the service provider not comply with any of the conditions contained in terms of reference during the contract period the DALRRD may cancel the contract within one month notice in terms of General Condition of a contract.
- k. The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- l. Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- m. Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- n. 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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- o. In case where the Department decides to move to another office or close some of the offices information will be communicated prior and the Service Provider will need to make provision.
- p. Service provider must ensure that employees/ cleaners are from the local area or surrounding villages.

All cleaning equipment and detergents should be provided by the bidder.

10. The Department of Agriculture, Land Reform and Rural Development shall:

- Conduct business in a courteous and professional manner with the Service Provider.
- Not accept responsibility/liability of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
- The DALRRD will enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification and Terms and Conditions will also form part of the service level agreement.

11. SERVICE LEVEL AGREEMENT

The Department of Agriculture, Land Reform and Rural Development Service Provider will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will amongst others include the following:

- Period of Agreement;
- Project objectives and scope;
- Staffing;
- Maintenance plan

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- Method of Communication;
- Reporting relationship;
- Deliverables and terms of deliverables;
- Uncompleted work;
- Disputes; and financial penalties and termination of contract.
- Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department
- No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the Department, except where duly authorized to do so in writing by the Department;
- Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department;
- The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of the Department;
- The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance; and
- Note that the department reserves the right to award the bid to more than one service provider.

12. PUBLICATION

- Tender bulletin and Treasury Portal;
- Twenty one (21) days;
- Compulsory Briefing session

13. BRIEFING SESSION

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT VHEMBE DISTRICT OFFICE LIMPOPO FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- ❖ Compulsory Briefing session will be held at Old Mutual Building, 62 Mphephu Drive in Thohoyandou.