

DALRRD (PSSC GP) -0008 (2021/2022)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: PSSC GAUTENG FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

NB: Kindly note that there will be no briefing session for his bid: Prospective bidders are however encouraged to direct their questions in writing to the contact mentioned below on or before closing date

TECHNICAL ENQUIRIES:

| | |
|--|--|
| Ms S Esther Mtsweni Tel: : 012-337 3690 Email: esther.mtsweni@dalrrd.gov.za | Ms Salma Ortell Tel: 012-337 3666 Email: salma.ortell@dalrrd.gov.za |
| BIDS Ms J Mpepele Tel: 012 337 3700 Email: jane.mpepele@dalrrd.gov.za Mr A Marema Tel: 012 337 3634 Email: absalom.marema@dalrrd.gov.za | |

CLOSING DATE: 10 DECEMBER 2021 AT 11:00 AM

LA 1.2



agriculture, land reform & rural development

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

PROVINCIAL SHARED SERVICE CENTRE – GAUTENG, 524 STANZA BOPAPE AND STEVE BIKO STREETS,
SUNCARDIA BUILDING, ARCADIA, PRETORIA, 0027, PRIVATE BAG X09, HATFIELD 0028

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

BID NUMBER: DALRRD (PSSC GP)-0008 (2021/2022)

CLOSING TIME: 11H00

CLOSING DATE: 10 December 2021

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), LA1.1, LA1.2, LA1.3, LA1.6, SBD1, SBD 2, SBD 6.1, SBD4, SBD5. SBD 8, SBD9 and terms of reference.
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Name and Address of the bidder Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED

MS K THAOGE

DEPUTY DIRECTOR: ACQUISITION MANAGEMENT

DATE:

MAP TO BIDDER BOX (B BOX)

DALRRD (PSSC GP) 0008 (2021/2022) CLOSING DATE: 10 DECEMBER 2021 AT 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.

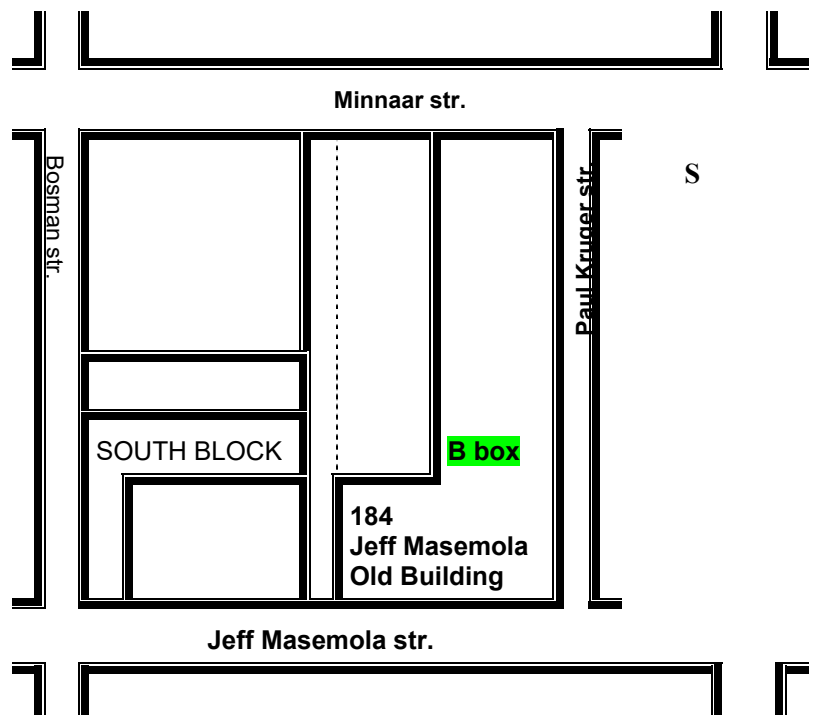
The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

**Department of Agriculture Land
Reform and Rural Development
Acquisition Management
(BIDS)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001**

**THE BID BOX OF THE OFFICE OF THE
DEPARTMENT OF AGRICULTURE LAND
REFORM & RURAL DEVELOPMENT IS
OPEN 24 HOURS 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





agriculture, land reform & rural development

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

NB: Kindly note that all bidders are required to prepare their tender documents according to the table of contents below. Furthermore, bidders must consult the evaluation criteria as an example when putting together their points on their bidding documents.

| Table of contents | Page number |
|---|-------------|
| 1. Capability (Please consult the evaluation criteria as an example) | X |
| 2. Supervisor's experience (Please consult the evaluation criteria as an example) | X |
| 3. Training and skills development plan (Please consult the evaluation criteria as an example) | X |
| 4. Bidders protective clothing in line with OHS (Please consult the evaluation criteria as an example) | X |
| 5. Methodology (Please consult the evaluation criteria as an example) | X |

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
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6. Patent rights
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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 | <p>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</p> <p>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.</p> |
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 33. National Industrial Participation Programme (NIP) | 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |
| 34. Prohibition of Restrictive practices | <p>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).</p> <p>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.</p> |

- 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 (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | DALRRD-GP-0008(2021/2022) | CLOSING DATE: | 10 December 2021 | CLOSING TIME: | 11:00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: PSSC GAUTENG OFFICE FOR A PERIOD OF TWENTY FOUR (24) MONTHS. | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM | | | | | |
| 184 JEFF MASEMOLA STREET, OLD BUILDING , PRETORIA | | | | | |
| | | | | | |
| 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 | | | | | |
| | | | | | |
| | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY? | | | | | |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | <input type="checkbox"/> | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) | | | |
| | <input type="checkbox"/> | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) | | | |
| | <input type="checkbox"/> | A REGISTERED AUDITOR | | | |
| | NAME: _____ | | | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW] | |
| SIGNATURE OF BIDDER | | | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT/ PUBLIC ENTITY | DALRRD | | CONTACT PERSON | MS E MTSWENI | |
| CONTACT PERSON | Mr A Marema/ Ms J Mpepele | | TELEPHONE NUMBER | (012) 337 3690/3666 | |
| TELEPHONE NUMBER | 012 337 3634/3700 | | FACSIMILE NUMBER | N/A | |
| E-MAIL ADDRESS | absalom,marema@dalrrd.gov.za | | E-MAIL ADDRESS | esther.mtsweni@dalrrd.gov.za | |

| | | |
|--|--|--|
| | | |
|--|--|--|

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 ONLINE |
| 1.3. | | BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. |
| 1.4. | | WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. |
| 1.5. | | 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT. |
| 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | | BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. |
| 2.5 | | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. |
| 2.6 | | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 3. | QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 3.1. | IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. | DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. | DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. | DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. | | |

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

CENTRAL SUPPLIER DATABASE (CSD) NUMBER:

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 <i>20 May 2000</i> , | |
| 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 | CODE - NUMBER | Fax no | CODE - NUMBER |
| 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 | CODE - NUMBER | Fax no | CODE - NUMBER |
| E-mail address | | | |
| Physical address | | | |

| Tender number | <input type="text"/> |
|---|--|
| Estimated Tender amount | R <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> |
| Expected duration of the tender | <input type="text"/> year(s) |
| Particulars of the 3 largest contracts previously awarded | |
| Date started | Date finalised |
| | |
| | |
| | |

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

If "YES" provide details

| | |
|-----|----|
| YES | NO |
|-----|----|

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

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

C

C

Y

Y

—

M

M

—

D

D

Date

Name of applicant/
Public Officer

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

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....
.....

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

2.10.1 If so, furnish particulars.
.....
.....
.....

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

2.11.1 If so, furnish particulars:
.....
.....
.....

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

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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 Elias 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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the80/20..... preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

| | POINTS |
|---|--------|
| PRICE | |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | |
| Total points for Price and B-BBEE must not exceed | 100 |

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in

terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |

| | |
|---------------------------|----|
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

| Designated Group: An EME or QSE which is at least 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

- (a) disqualify the person from the bidding process;

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

SUPPLIER MAINTENANCE:

BAS ☐ PMIS ☐ LOGIS ☐ WCS ☐ CONTRACTOR
CONSULTANT

Head Office Only

Captured By: _____
Date Captured: _____
Authorised By: _____
Date Authorised: _____
Supplier code: _____

Enquiries. : _____
Tel. No.: _____

OFFICE:

The Director General : I DEPT OF RURAL DEVELOPMENT AND LAND REFORM

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

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

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

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

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

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

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

First Name:

Surname:

Postal and Street Address Detail of the Company / Individual

Postal Address

Street Address

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Department
☐ Trust
☐ Other (Specify)

☐ Partnership

Department Number

Provincial Shared Services Centre. Address: 524 Suncardia Shopping Centre, Cnr Steve Biko & Stanza Bopape Streets, Arcadia, Pretoria

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (PROVINCIAL SHARED SERVICE CENTRE GAUTENG OFFICE) FOR A PERIOD OF 24 MONTHS

1. OBJECTIVES

The objective of the Terms of Reference is to appoint a suitable Service Provider that can render cleaning and hygiene services in the Department of Agriculture, Land Reform and Rural Development: Provincial Shared Service Gauteng for a period of 24 months.

PHYSICAL ADDRESS:

**524 Cnr. Steve Biko and Stanza Bopape Streets
Suncardia Building
Arcadia
0083**

2. GUIDELINES FOR THE SCOPE OF WORK

| | |
|------------------------|---|
| Number of floors | : 3 + 1 Store rooms (3 rd floor 140m ²) |
| Offices | : 165 |
| Number of kitchens | : 8m ² x 3 |
| Number of Server Rooms | : 25m ² x 1 |
| Number of toilets | : 6 floor - (Female 30m ² x 1, Male 30m ² x1, Disability 6m ² x1) 7 Floor - (Female 30m ² x 1, Male 30m ² x1, Disability 6m ² x1) 8Floor - (Female 30m ² x 1, Male 30m ² x1, Disability 6m ² x1) |
| Toilets cubicles | : 33 (108m ²) |
| Sqm2 | : 6403, 61 m ² |
| GG Vehicles | : 20 (car wash) with the potential to increase) (4 sedans and 16 bakkies) |
| Total Employees | : 172 |

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES
FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
(PROVINCIAL SHARED SERVICE CENTRE GAUTENG OFFICE) FOR A PERIOD OF 24 MONTHS**

3. STAFFING REQUIREMENTS

- Cleaning Staff required:
 - Cleaners 13
 - Total = 13 inclusive of working Supervisor.
- Cleaning personnel must commence work daily by arrangement between 06:30 to 15h00(Lunch and tea break inclusive).

SECTION A

| CLEANING SERVICE TASK DESCRIPTION | FREQUENCY |
|---|----------------------------|
| A. OFFICES (Offices Carpets & Tiles) | |
| Spot brush and clean marks (use of cloth with a suitably diluted 70% alcohol-based disinfectant/sanitizer for Covid-19 precautionary measure) | Daily |
| Vacuum 165 offices thoroughly | Twice per Week |
| Dusting of office blinds | Daily |
| Dust/ wipe down all horizontal / vertical surfaces with a damp cloth | Daily |
| Dust desks and computers with a damp cloth | Daily |
| Wipe all telephones with a damp cloth (use of cloth with a suitably diluted 70% alcohol disinfectant/sanitizer for Covid-19 precautionary measure) | Daily |
| Polish all wooden furniture | Twice per Week |
| Empty dust bins, wastepaper baskets, wash and replace plastic inners. | Twice per Day |
| Clean water jug and drinking glasses with dish washing liquid and refill with fresh water | Daily |
| Refill water dispensers | Daily |
| Clean material partitions inside offices | Weekly |
| Washing carpets | Quarterly or when required |

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FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
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| | |
|---|----------------------------|
| | |
| Washing upholstered furniture. | Quarterly or when required |
| Damp wash vinyl covered furniture | Daily |
| Spot clean marks from walls, doors, paint work and light switches | Daily |
| Apply liquid metal polish, to brass door handles, window stays and window fasteners. | Daily |
| B. CLEANING OF SERVER ROOM (X1) & PATCH ROOMS (X3) | |
| Server room (Must be cleaned under the supervision of IT Personnel) Arrangements to be made with IT | Twice per week |
| C. CLEANING OF ENTRANCES, FOYERS, ATRIUM & PASSAGES (Entrance foyer, Passages) and Balconies (Stoeps) | |
| Pick up, clean all waste receptacles and dispose of all litter. | Daily |
| Glass doors at the entrances must be cleaned with a damp cloth (use of cloth with a suitably diluted 99.9% alcohol-based disinfectant/sanitizer for Covid-19 precautionary measure) | Daily |
| Spot clean all glass; windows, doors, door knobs (use of 99.9% alcohol-based disinfectant/sanitizer) and metal work and dust all accessible ledges. | Daily |
| Clean picture frames and glass | Daily |
| Clean directory boards (Notice-signature boards) | Daily |
| Clean skirting | Daily |
| Clean handrails/banisters | Daily |
| D. TOILET CLEANING | |
| Women Cubicles, 6 per floor | Twice per day |
| Women basin 2 per floor | Twice per day |
| Men Cubicles, 5 per floor | Twice per day |
| Men Basins 2 per floor | Twice per day |

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| | |
|---|-------------------------------|
| Disabled 1 per floor | Twice per day |
| Disable Basin 1 per floor (Disability) | Twice per day |
| Sweep with a flat mop. | Twice per day |
| Sweep with a wet mop. | Twice per day |
| Burnishing all toilet floors with the polishing machine and COMOP. | Quarterly or when required |
| Washing of walls, doors and pipes | Weekly |
| Washing of hand wash basins | Twice per day |
| Empty and clean dustbins | Twice per day |
| E. BOARD ROOMS (4) and 5 photocopier Rooms | |
| Spot brush and clean marks (use of cloth with a suitably diluted 70% alcohol disinfectant/sanitizer for Covid-19 precautionary measure) | Daily |
| Vacuum boardrooms thoroughly | Twice per Week |
| Deep wash boardroom carpets | Quarterly or when required |
| Dust furniture and fittings, dusting blinds | Daily |
| Empty and clean dustbin | Twice per Day |
| F. WINDOW CLEANING | |
| Clean exterior window. | Quarterly or when required |
| Clean accessible interior faces of all windows below. | Weekly |
| G. KITCHEN (3) | |
| Sweep with a flat mop | Twice Daily |
| Sweep with a wet mop. | Twice Daily |
| Burnishing floor with the polishing machine and COMOP. | Quarterly or when required |
| Kitchen, cupboards must be cleaned with water and detergent | Daily |
| Microwave ovens must be washed with water and detergent | Daily |
| Fridge must be defrosted and washed with water and detergent | Monthly |
| Cutlery and crockery used must be cleaned | Twice per Day |

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| | |
|--|---------------------------------------|
| (dishes) for all officials | |
| Kitchens must always be neat and tidy | Daily |
| Empty and clean dustbin | Twice per day |
| Each kitchen must always have available detergents, washing cloth and drying cloths (Cleaned & Hygienic) | Daily |
| H. CLEANING OF GG VEHICLES (20) | |
| GG vehicles to be washed, vacuumed and polished marks. Full House cleaning marks (use of cloth with a suitably diluted disinfectant/sanitizer for Covid-19 precautionary measure) | Weekly |
| I. CLEANING OF COUCHES (22) | |
| Couches to be cleaned, washed and dried (remove all the stains) SABS approved detergents to clean couches | Quarterly or when required |
| ONCE OFF INSTALLATIONS (PLASTIC CLASSIC WHITE IN COLOUR) | |
| SANITARY DISPOSAL BINS (SHE-BINS) (WOMEN CUBICLES) 182 mm X 345 mm X 543 mm (Sensor) | 21 (once off) |
| SANITARY HYGIENE BAG DISPENSER 12 L, heavy duty pedal for hands-free sanitary refuse disposal 435 x 465 x 115mm, • Weight: 1.7kg | 21 (once off) |
| SEAT WIPE HOLDERS 12.5cm x 7.5cm x 19cm, Capacity 200 wipes | 33 (once off) |
| MANUAL/ PUSH HAND WASH LIQUID SOAP DISPENSER (5 per floor) 100 mm X 220 mm x 127 mm | 15 (once off) |
| AUTOMATIC AIR FRESHENER DISPENSER (5 per floor) 360 mm X 65 mm X 140 mm | 15 (once off) |
| AUTOMATIC PAPER TOWEL DISPENSER (5 per floor) Width 292 mm X height 292 mm X depth 167 mm | 15 (once off) |
| 3 TIER LOCKABLE TOILET PAPER ROLL HOLDER 13.5 cm X 12.7 cm X 38 cm | 33 (once off) |
| URINARY DRIP SANITIZER DISPENSER 152 mm X 93 mm X 224 mm | 6 |

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| | |
|---|------------------------|
| SUPPLY WASTE BIN IN ALL THE TOILETS 20 L Classic White | 15 (once off) |
| *In case where these are broken/replacement on non-functional equipment, the matter must be resolved within 48 hours | Within 48 hours |

TASK DESCRIPTIONS

| TASK DESCRIPTION | FREQUENCY |
|---|-------------------------------|
| A. SANITARY DISPOSAL BINS (She-bins) (WOMEN CUBICLES) | |
| Sanitary waste must be removed and not stay within the Departmental premises | Weekly |
| Disposal bins must be replaced with clean disinfected bins together with the inner plastic bags. <ul style="list-style-type: none"> Must have self-closing tight fitting lids with trap doors with non-touch opening / closing mechanism (sensor) One (1) bin per female cubicle (21). | Daily |
| Supply and installation of she- bins in all ladies' toilets/replace if mechanical errors within 48hours | Once off |
| B. HYGIENE BAGS FOR PAPER TOWELS | |
| Supply and installation of plastic bag dispensers in all toilets | Once Off |
| Supply and replacement of plastic bag | Daily/As when required |
| Bag dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. | 48 ours |
| C. SEAT WIPES | |
| Supply and installation of seat wipe dispensers in all toilets | Once off |
| Seat wipes must be replaced | Twice Daily |
| Seat wipes must contain bactericides and disinfectants | |
| Seat wipes must be manufactured from non- woven linen tissue | |
| *Seat wipe dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. | 48 hours |
| D. HAND WASH LIQUID SOAP AND DISPENSER | |
| Supply and installation of liquid soap dispenser in all toilets | Once off |

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| | |
|--|--------------------------------|
| Hand wash liquid must be replenished | Daily/As when required |
| Hand wash liquid soap must be drip free and not harsh/ irritable to the skin (non-ammoniated). | |
| Soap Dispensers must have a reliable, user friendly pump mechanism. | |
| Soap dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault | Within 48 hours |
| E. AUTOMATIC PAPER TOWEL DISPENSER | |
| Supply and installation of automatic paper towel dispenser in all toilets. | Once off |
| Supply waste bins in all toilets | Once off |
| Paper towels must be replaced | Daily/As when required |
| Paper towels must be manufactured from a soft, good quality paper tissue | |
| Electronic Paper towel dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. | Within 48 hours |
| F. AUTOMATIC AIR FRESHENER | |
| Supply and installation of automatic air freshener dispenser in all toilets (5 per floor) | Once off |
| Air freshener must be refilled and must spray at intervals of 15 minutes and must function 24/7. | Checked twice Daily |
| Automatic air freshener dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. | Within 48 hours |
| G. TOILET PAPER ROLLS | |
| Supply and installation of 3 holder/canister Toilet paper holder | Once off |
| Supply & replenishment of Toilet paper rolls | Twice per day/As when required |
| Toilet paper must be manufactured from a soft, good quality paper tissue SABS Approved (two ply) | |
| Toilet Paper Holders must be replaced free of charge in the event of mechanical malfunctioning or factory fault. | 48 hours |
| H. URINAL DRIP SANITIZER | |
| Supply and installation of sanitize drip master in all men's toilets | Once off |
| To be refilled and maintained. | Twice Daily/As when required |

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES
FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
(PROVINCIAL SHARED SERVICE CENTRE GAUTENG OFFICE) FOR A PERIOD OF 24 MONTHS**

All toilet roll canisters and soap dispensers should be lockable to prevent theft. The Service Provider must install all SHE bins, automatic air freshener units, soap dispensers and automated paper towel dispensers free of installation costs. Upon termination of the contract the Service Provider must remove such equipment from the premises.

5. 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. The pricing must be fixed for the duration of the project. Price adjustment will only be acceptable in line with the Consumer Price Index (CPIX) if the CPIX had price adjustments and the CPIX related formula shall apply. Proof of this shall be requested before incremental increase will be implemented.
- Wage increments will be accepted based on a sectorial wage determination formula. Proof of this shall be requested before incremental increase will be implemented.
- Uniforms (Protective clothing) must be adhered to as per standards.
- Main business area and operational requirements (Locality), will be on site and a locker room will be provided for these purposes.
- All equipment to be supplied must be durable and SABS/SANS approved.
- Signage “Wet Floor” etc. must be applied and adhered to in terms of the Sectorial Regulations.
- The Supplier shall adhere to Government Covid-19 regulations upon rendering the service to the department.

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (PROVINCIAL SHARED SERVICE CENTRE GAUTENG OFFICE) FOR A PERIOD OF 24 MONTHS

6. MANDATORY REQUIREMENTS

NB: Failure to submit the following requirements with the proposal will lead to the bidder being disqualified.






- **Compliance with all Tax Clearance requirements: (attach valid Tax Clearance certificate/Valid Compliance Tax Status pin) issued by the South African Revenue Services (SARS).**
- **Where consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate valid Tax Clearance certificate/Valid Compliance Tax Status pin) issued by the South African Revenue Services (SARS)**
- **Bidders must complete and signing the pricing schedule (SBD3.3) in full**
- **A resolution authorizing a particular person to sign the bid documents (complete and signing of LA 1.6 on the company letter head)**
- **Bidders must be registered on the National Treasury Central Supplier database (CSD) (attach CSD report printout)**
- **Complete and signing of all standard bidding documents (SBD forms) and GCC**
- **Compensation for Occupational Injuries Disease Act. 1993 [COIDA] obtainable from the Department of Labour. (proof of registration)**
- **Covid-19 and Sanitary waste removal management (Proof of quotation from the service provider who will collect and remove sanitary waste, obtainable from the waste removal company or proof that the bidder will render this service on its own and ensure that it is inclusive in the bid price or letter of intent. Certification for the disposal of sanitary bin contents in accordance with the National Environmental Management Waste Act.**
- **Public Liability Insurance (Proof of quotation obtainable from any insurance companies or any other relevant proof).**

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (PROVINCIAL SHARED SERVICE CENTRE GAUTENG OFFICE) FOR A PERIOD OF 24 MONTHS

- **Unemployment Insurance Fund (UIF). Proof of registration or Letter for tender purposes, Letter of Intent or Letter of good standing must be provided. (obtainable from the Department of Labour)**
- **Compliance to wage labour rates & Basic Condition of Employment as per the Department of Labour's Regulation.**
- **Only tenderers who meet the following Pre-qualification criteria for Preferential Procurement may respond: (An Exempt Micro Enterprise or Qualifying Small Enterprise)**

Bidders must attach either their B- BBEE Status Level Verification Certificates (Verification Agencies accredited by SANAS or Sworn Affidavit signed by the deponent and attested by a Commissioner of Oaths)

7. EVALUATION CRITERIA

-  **Mandatory Requirements will first be applied before selections are made for the next phases as indicated below.**
-  During the **first phase** a selected evaluation panel will evaluate all bids received on a basis of **functionality (100%)**.
-  During the **second phase** a selected evaluation panel will evaluate all qualified bids on a basis of price and B-BBEE status level of contribution.
-  The following criteria will be used in particular as the criteria for appointment, apart from those laid down in the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, Act 5 of 2000. Bids will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated below.
-  **Weights and Values for the functionality evaluation criteria**
1 = Poor, 2 = Fair, 3 = Good, 4 = Very Good, 5 = Excellent

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES
FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
(PROVINCIAL SHARED SERVICE CENTRE GAUTENG OFFICE) FOR A PERIOD OF 24 MONTHS**

| EVALUATION CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | WEIGHT |
|--------------------------------------|---|---------------|
| 1. ABILITY AND CAPABILITY | <p>Company experience: a minimum of 3 years' experience in Hygiene or Deep Cleaning services. (Reference letter/ testimonials from client-company/institution with client logo, signature and date of the company/institution to which the bidder is managing or has previously managed such service must be attached.</p> <p>NB: The content of the reference letters/ testimonials must indicate the type of services rendered, period and value of the project. Contracts, Service Level Agreements and Purchase Orders will not be considered as proof of experience.</p> <p><i>I. Duly signed reference letters/testimonials on the client letter head indicating that the service provider has less than 1-year experience in rendering hygiene and deep cleaning services. – Poor (1)</i></p> <p><i>II. Duly signed reference letters/testimonials on the client letter head indicating that the service provider has more than 1 to less than 3 years to a year experience in rendering hygiene and deep cleaning services –Average (2)</i></p> <p><i>III. Duly signed reference letters/testimonials on the client letter head indicating that the service provider has a minimum of three (3) years' experience in rendering hygiene and deep cleaning services – Good (3)</i></p> <p><i>IV. Duly signed reference letters/testimonials on the client letter head indicating that the service provider has over 3 to 5 years' experience in rendering hygiene and deep cleaning services —Very good (4)</i></p> <p><i>V. Duly signed reference letters/testimonials on the client letter head indicating that the service provider has over five (5) years' experience in rendering hygiene and deep cleaning services --Excellent (5)</i></p> | 25 |

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| | | |
|--|---|----|
| | <p>Supervisor(s) must have at least 2-3 years' experience in supervising hygiene or deep cleaning services. NB: please attach personnel CVs entailing interpersonal, writing skills and duration of experience in the required services.</p> <ul style="list-style-type: none"> <i>I. Supervisors with less than 1-year experience in supervising hygiene or deep cleaning services – Poor (1)</i> <i>I. Supervisors with more than 1 to less than 2 years' experience in supervising hygiene or deep cleaning services - Average (2)</i> <i>II. Supervisors with 2 to 3 years' experience in supervising hygiene or deep cleaning services - Good (3)</i> <i>III. Supervisors with more than 3 to less than 4 years' experience in supervising hygiene or deep cleaning services – Very good (4)</i> <i>IV. Supervisors with 4 & more years' experience in supervising hygiene or deep cleaning services –Excellent (5)</i> | 25 |
| | <p>Training and skills development plan covering OHS/SHE & First Aid; Chemical Hazardous Training and / or housekeeping skills; as well as Interpersonal & communication skills training (Attach a detailed plan/ programme that the personnel will receive prior commencement of work and for the duration of the contract)</p> <ul style="list-style-type: none"> <i>I. Training and skills development plan do not outline the requirements as specified in the ToR or it is irrelevant -Poor (1)</i> <i>II. Training and skills development plan covering OHS/SHE or First Aid–Average (2)</i> <i>III. Training and skills development plan covering OHS/SHE and First Aid - Good (3)</i> <i>IV. Training and skills development plan covering OHS/SHE, First Aid, Chemical Hazardous or Housekeeping training skills – Very good (4)</i> <i>V. Training and skills development plan covering OHS/SHE, First Aid, Chemical Hazardous, Housekeeping training skills, and Interpersonal & Communication Skills – Excellent (5)</i> | 20 |

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| | | |
|--|--|----|
| | <p>Bidder's Protective clothing in line with the Occupational Health Safety Act (including Uniform with Company Logo Cleaning equipment and chemicals/products additional to items; Safety boots; Safety gloves; Protective masks and Cautionary boards) (attach uniform pictures with Company Logo and other related protective clothing, Bidders must avoid using downloaded pictures from internet)</p> <p><i>I. No protective clothing (uniform, safety boots and gloves) and cleaning equipment's demonstrated - Poor (1)</i></p> <p><i>II. Protective clothing demonstrated, uniform with no company logo, no cleaning equipment and chemical products demonstrated - Average (2)</i></p> <p><i>III. Protective clothing demonstrated, uniform with company logo, protective musk, cleaning equipment & chemical products, and cautionary boards are demonstrated - Good (3)</i></p> <p><i>IV. Protective clothing demonstrated, uniform with company logo, protective musk, cleaning equipment & chemical products that meet prescribed quality standards (e.g. SABS/SANS), and cautionary boards are adequately demonstrated – Very good (4)</i></p> <p><i>V. Protective clothing demonstrated, uniform with company logo, protective musk, cleaning equipment & chemical products that meet prescribed quality standards (e.g. SABS/SANS), cautionary boards, First Aid Kit, and adherence to Covid-19 requirements (PPE) are adequately demonstrated – Excellent (5)</i></p> | 10 |
|--|--|----|

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES
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| | | |
|---|--|-----|
| 2. METHODOLOGY | <p>Detailed broad methodologies that cover the proposed scope of work (hygiene service and deep cleaning service) including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan</p> <p><i>I. Methodology and proposed plan do not outline the requirements as specified in the criteria above -Poor (1)</i></p> <p><i>II. Methodology and proposed plan indicating daily task descriptions which are not aligned with the TOR, proposed work schedule/duty sheet/ workplan in place but does not address the milestones and timeframes clearly, no contingency plan is in place but does not clearly address issues of employee relations management and turn around time in addressing technical problems. –Average (2)</i></p> <p><i>III. Methodology and proposed plan indicating daily task descriptions which are aligned with the TOR, proposed work schedule/duty sheet/ workplan which addresses the milestones and timeframes, contingency plan is in place but does not clearly address all issues of employee relations management (i.e. counter strategy on strikes and absenteeism of employees) and/or turnaround time in addressing technical problems- Good (3)</i></p> <p><i>IV. Methodology and proposed plan indicating daily task descriptions which are aligned with the TOR, proposed work schedule/duty sheet/ workplan which addresses the milestones and timeframes, contingency plan clearly addressing all issues of employee relations management (i.e. counter strategy on strikes and absenteeism of employees), turnaround time in addressing technical problems, and training plan of employees – Very good (4)</i></p> <p><i>V. Methodology and proposed plan indicating daily task descriptions which are aligned with the TOR, proposed work schedule/duty sheet/ workplan which addresses the milestones and timeframes, contingency plan clearly addressing all issues of employee relations management (i.e. counter strategy on strikes and absenteeism of employees), turnaround time in addressing technical problems, training plan, and Covid-19 Safety Mitigation Plan – Excellent (5)</i></p> | 20 |
| TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100 | | 100 |

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (PROVINCIAL SHARED SERVICE CENTRE GAUTENG OFFICE) FOR A PERIOD OF 24 MONTHS

For the purposes of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information of compliance to the evaluation criteria above-mentioned table weight and values (maximum value will **not exceed 500 in score**);

A bidder that scores less than **60 points out of 100** [lower than 300 of 500] in respect of “functionality” will be regarded as submitting a non-responsive bid and will be disqualified;

Relevant qualifications including CV’s, Company profile and Accredited Certificate should also be submitted. This will include a track record of past experience, references and contact details;

The criteria for assessment will include both qualitative and financial (price) aspects of the proposal. The qualitative criteria will make **100 percent in the first phase of the assessment**, and the **price and B-BBEE status level of contribution making up the other 100 percent in the second phase**; for those who qualified in the first phase.

The criteria will be as follows:

- The total points obtained for price will be converted to the **80/20 preference point system** in order to obtain a final point out of **80 points**;
- For the remaining **20 points**, B-BBEE status level of contribution allocated for these points as indicated in the enclosed **SBD 6.1** form, that is compulsory to form part of the proposal;



The criteria will be as follows:

- ✓ The **80/20 principle** will be applied in terms of the Preferential Procurement Policy Framework (Shortly called PPPFA).



In terms of the PPPFA the 80/20 principle will be applied



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

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

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+ SBD6.1

+ Valid Tax clearance certificate must be submitted;

+ The SBD 8 “Declaration of bidders past conducts” must be fully completed and signed;

+ The SBD 4 “Declaration of Interest” must be fully completed;

+ The SBD 9 “Certificate of independent bid determination” must be fully completed;

+ The SBD 1 “Invitation to Bid” must be fully completed;

+ The SBD 2 “Tax Clearance Certificate Requirements” must be attached;

+ The contract is for a period of 24 months and all the service providers are expected to adhere to the specific time frame frames stipulated in the contract. The contract may be extended in the event it is not feasible to conclude the task within the stipulated time frame. However, the extension must be agreed to between the parties and reduced to in writing;

+ The Electronic Fund Transfer (EFT) forms must be submitted (Entity maintenance form must be completed and stamped by the relevant bank).

SECTION B

8. TERMS AND CONDITIONS OF THE PROPOSAL

8.1 Awarding of the proposal will be subject to the Service Provider’s expressing acceptance of the department Supply Chain Management general contract conditions.

8.2 The Service Provider should not qualify the proposal with his / her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.

8.3 In cases where company, partnership or close corporation commences business for the first time or either don’t have capital; the following particulars must be furnished:

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

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (PROVINCIAL SHARED SERVICE CENTRE GAUTENG OFFICE) FOR A PERIOD OF 24 MONTHS

- 8.4 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning materials are available at all times and that it should be replaced as required.
- 8.5 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.
- 8.6 All Acts and Regulations relating to cleaning services must be adhered to by the Service Provider. All equipment and cleaning material must comply with South African National Standards and Occupational Health and Safety Act and Regulations and must be of high quality.
- 8.7 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 SABS.
- 8.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 8.9 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.
- 8.10 In a case where a bidder does not have registered employees under his/her name a letter to tender must be attached to avoid disqualification (obtainable from Dept of Labour), however proof of registration **must** be submitted by the successful bidder within the period of seven 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.

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (PROVINCIAL SHARED SERVICE CENTRE GAUTENG OFFICE) FOR A PERIOD OF 24 MONTHS

- 8.11 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.
- 8.12 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period the department may cancel the contract within one-month notice.
- 8.13 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 8.14 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 8.15 Ensure that the Department is informed timeously of any removal and replacement of personnel for security reasons.
- 8.16 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.
- 8.17 In case where the Department decides to move to another office or close some of the office's information will be communicated prior and the Service Provider will need to make provision accordingly.
- 8.18 All cleaning equipment and detergents should be provided by service provider.

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES
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(PROVINCIAL SHARED SERVICE CENTRE GAUTENG OFFICE) FOR A PERIOD OF 24 MONTHS**

8.19 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 DALLRD 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.

8.20 Company staff must note that discussions / chats with Departmental staff must be limited as to not affecting the Departmental staff's operational performance

CONTACT OFFICIALS

**MS ESTHER MTSWENI – ROOM 641
TEL: 012 337 3690
SUNCARDIA BUILDING
524 STANZA BOPAPE AND MADIBA STREET
ARCADIA
0083**

ENQUIRIES

| Query | Name | Contact Details |
|-----------------|---|---|
| Technical | Ms Esther Mtsweni and Ms Salma Ortell | 012 337 3690 or 3666 Esther.Mtsweni@dalrrd.gov.za or Salma.Ortell@dalrrd.gov.za |
| Bids related | Mr. A Marema and Ms. J Mpepele Bids Management | (012) 337 3634 or 3700 absalom.marema@dalrrd.gov.za or Jane.Mpepele@dalrrd.gov.za |

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES
FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
(PROVINCIAL SHARED SERVICE CENTRE GAUTENG OFFICE) FOR A PERIOD OF 24 MONTHS**

PUBLICATION

- E-Portal
- Departmental website
- Open tender on Government Tender Bulletin (if system is up and working)
- Twenty-one (21) days

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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDERING OF STANDARD
CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL
DEVELOPMENT: PSSC GAUTENG FOR A PERIOD OF TWENTY FOUR (24) MONTHS. PRICING SCHEDULE [SBD
3.3]

DALRRD (PSSC GP) 0008 (2021/22)

RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT PSSC GAUTENG OFFICE FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

PRICING SCHEDULE

NAME OF BIDDER:BID NO.: DALRRD - ____ (2021-2022)

CLOSING TIME: 11H00 AM _____

Name of Bidder:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: PSSC GAUTENG FOR A PERIOD OF TWENTY FOUR (24) MONTHS. PRICING SCHEDULE [SBD 3.3]

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

| ITEM CURRENCY NO ADDED TAX | DESCRIPTION | BID PRICE IN RSA INCLUSIVE OF <u>VALUE</u> |
|-------------------------------------|-------------|---|
|-------------------------------------|-------------|---|

1. The accompanying information must be used for the formulation of a proposal.
2. Bidders are required to indicate rates based on the total Cost to the department for completion of each stage and including expenses for the project.

TOTAL BID PRICE (VAT Inclusive) R.....

Cleaners

| PRICE BREAKDOWN | CLEANERS INC VAT PER HR | QUANTITY | No of works to be worked | PERIOD | TOTAL |
|-----------------------------|---|-----------------|--------------------------------|--------------|---------------|
| Basic salary per cleaner | R..... | 12 | 8 hrs | 24 months | R..... |
| 1- Total | | | | | R..... |
| OVERTIME | | | | | |
| <u>PRICE BREAKDOWN</u> | <u>CLEANERS INC VAT per month</u> | <u>QUANTITY</u> | <u>DAYS</u> | <u>TOTAL</u> | |
| Overtime Normal | R..... | 12 | 8 days | R..... | |
| Sundays/ Public Holidays | R..... | 12 | 2 days | R..... | |
| 2- Total | | | | | R..... |

Name of Bidder:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: PSSC GAUTENG FOR A PERIOD OF TWENTY FOUR (24) MONTHS. PRICING SCHEDULE [SBD 3.3]

| <u>PRICE</u> <u>BREAKDOWN</u> | <u>CLEANERS INC</u> <u>VAT per</u> <u>month</u> | <u>QUANTITY</u> | <u>NO OF DAYS</u> <u>IN 24</u> <u>MONTHS</u> | <u>TOTAL INC VAT</u> |
|---|---|-----------------|--|----------------------|
| LEAVE | | | | |
| NB: Please indicate no of days cleaners are allowed for leave in 24 months | | | | |
| Leave pay | R..... | 12 | | R..... |
| Sick leave | R..... | 12 | | R..... |
| Compassionate leave | R..... | 12 | | R..... |
| 3- Total | | | | R..... |
| <u>PRICE</u> <u>BREAKDOWN</u> | <u>CLEANERS INC</u> <u>VAT per</u> <u>month</u> | <u>QUANTITY</u> | <u>PERIOD</u> | <u>TOTAL INC VAT</u> |
| BONUS | | | | |
| Service Bonus | R..... | 12 | 2 in 24 months | R..... |
| 4- Total | | | | R..... |
| <u>PRICE</u> <u>BREAKDOWN</u> | <u>CLEANERS INC</u> <u>VAT per month</u> | <u>QUANTITY</u> | <u>PERIOD</u> | <u>TOTAL</u> |
| Other | | | | |
| PROVIDENT FUND | R..... | 12 | 24 months | R..... |
| UIF | R..... | 12 | 24 months | R..... |
| COIDA | R..... | 12 | 24 months | R..... |
| Skills | R..... | 12 | | R..... |

Name of Bidder:

.....

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: PSSC GAUTENG FOR A PERIOD OF TWENTY FOUR (24) MONTHS. PRICING SCHEDULE [SBD 3.3]

| | | | | |
|----------------------------|---------------------------------------|---------------|---------------------|--------------|
| development levy | | | 8 X in 24 months | |
| Uniform | R..... | 12 | 2 X in 24 months | R..... |
| 5- Total | | | | R..... |
| <u>PRICE BREAKDOWN</u> | <u>CLEANERS INC VAT per month</u> | <u>PERIOD</u> | | <u>TOTAL</u> |
| | | | | |
| Disbursements | R..... | 24 months | | R..... |
| 6- Total | | | | R..... |

SUPERVISOR

| <u>PRICE BREAKDOWN</u> | <u>SUPERVISOR INV VAT per hr</u> | No of works to be worked | <u>QUANTITY</u> | <u>PERIOD</u> | TOTAL |
|-----------------------------|---|--------------------------------|-----------------|---------------|--------|
| Basic salary per cleaner | R..... | 8 hrs | 1 | 24 months | R..... |
| 7- Total | | | | R..... | |
| OVERTIME | | | | | |
| <u>PRICE BREAKDOWN</u> | <u>SUPERVISOR INC VAT per month</u> | <u>QUANTITY</u> | <u>DAYS</u> | TOTAL | |
| Overtime Normal | R..... | 1 | 8 days | R..... | |

Name of Bidder:

.....
TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: PSSC GAUTENG FOR A PERIOD OF TWENTY FOUR (24) MONTHS. PRICING SCHEDULE [SBD 3.3]

| | | | | |
|-----------------------------------|--|------------------------|---|-----------------------------|
| Sundays/ Public Holidays | R..... | 1 | 2 days | R..... |
| 8- Total | | | | R..... |
| <u>PRICE BREAKDOWN</u> | <u>SUPERVISOR INC VAT per month</u> | <u>QUANTITY</u> | <u>NO OF DAYS IN 24 MONTHS</u> | <u>TOTAL INC VAT</u> |
| LEAVE | | | | |
| Leave pay | R..... | 1 | | R..... |
| Sick leave | R..... | 1 | | R..... |
| Compassionate leave | R..... | 1 | | R..... |
| 9- Total | | | | R..... |
| <u>PRICE BREAKDOWN</u> | <u>SUPERVISOR INC VAT per month</u> | <u>QUANTITY</u> | <u>PERIOD</u> | <u>TOTAL INC VAT</u> |
| BONUS | | | | |
| Service Bonus | R..... | 1 | 2 in 24 months | R..... |
| 10- Total | | | | R..... |
| <u>PRICE BREAKDOWN</u> | <u>SUPERVISOR INC VAT per month</u> | <u>QUANTITY</u> | <u>PERIOD</u> | <u>TOTAL</u> |
| Other | | | | |
| PROVIDENT FUND | R..... | 1 | 24 months | R..... |

Name of Bidder:

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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: PSSC GAUTENG FOR A PERIOD OF TWENTY FOUR (24) MONTHS. PRICING SCHEDULE [SBD 3.3]

| | | | | |
|-------------------------|-------------------------------------|---------------|------------------|--------------|
| UIF | R | 1 | 24 months | R..... |
| COIDA | R | 1 | 24 months | R..... |
| Skills development levy | R | 1 | 8 X in 24 months | R..... |
| Uniform | R | 1 | 2 X in 24 months | R..... |
| 11- Total | | | | R..... |
| <u>PRICE BREAKDOWN</u> | <u>SUPERVISOR INC VAT per month</u> | <u>PERIOD</u> | | <u>TOTAL</u> |
| | | | | |
| Disbursements | R | 24 months | | R..... |
| 12- Total | | | | R..... |

HYGINE SERVICES

| <u>PRICE BREAKDOWN</u> | <u>HOURLY RATE INC VAT</u> | <u>PERIOD IN A WEEK</u> | <u>QUANTITY</u> | <u>TOTAL COST</u> |
|---|-----------------------------------|--------------------------------|------------------------|--------------------------|
| Basic cost For Removal Of Waste And Replenishment | | 2 Hours | 12 | R..... |
| 13- Total Cost in 24 months | | | | |

NB: The removal of waste material must be done by a qualified person.

Name of Bidder:

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ONCE OFF MATERIAL FOR HYGIENE SERVICES

| <u>PRICE BREAKDOWN</u> | <u>Quantity</u> | <u>Brand</u> | <u>Unit Cost inc Vat</u> | <u>Total Cost inc Vat</u> |
|--|------------------------|---------------------|-------------------------------------|--------------------------------------|
| Sanitary Disposal Bins (SHE-BINS) | 21 | SANS approved | R..... | R..... |
| Sanitary Hygiene Bags Dispenser | 21 | SANS approved | R..... | R..... |
| Manual /Push Hand Wash liquid Dispenser | 15 | SANS approved | R..... | R..... |
| 20L Waste Bin | 15 | SANS approved | R..... | R..... |
| Automatic Air freshener Dispenser | 15 | SANS approved | R..... | R..... |
| Automatic Paper Towel Dispenser | 15 | SANS approved | R..... | R..... |
| Seat wipes dispenser | 33 | SANS approved | R..... | R..... |
| 3 Tier lockable toilet paper holder | 33 | SANS approved | R..... | R..... |
| Urinary Drip Sanitizer Dispenser | 6 | SANS approved | R..... | R..... |
| 14- Total cost | | | R..... | R..... |

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Cleaning materials and equipment

| <u>PRICE BREAKDOWN</u> | <u>Monthly rate</u> | <u>Period</u> | <u>Total Cost inc Vat</u> |
|-----------------------------------|----------------------------|----------------------|----------------------------------|
| Cleaning material | R..... | 24 months | R..... |
| Carpet Cleaning and Couches | R..... | 8 times | R..... |
| Cleaning Equipment | R..... | 24 months | R..... |
| 15- Total Bid Price | | | R..... |

NB: This is just a summary of the equipment and cleaning materials a total price breakdown must of each item that will be needed must be provided on a separate sheet

| SERVICES REQUIRED | PERIOD | TOTAL |
|-------------------------------|---------------|--------------|
| 1- Basic Salary cleaners | 24 months | R..... |
| 2- Overtime cleaners | 24 months | R..... |
| 3- Leave cleaners | 24 months | R..... |
| 4- Bonus cleaners | 24 months | R..... |
| 5- Disbursements cleaners | 24 months | R..... |
| 6- Basic Salary Supervisor | 24 months | R..... |
| 7- Overtime Supervisor | 24 months | R..... |
| 8- Leave Supervisor | 24 months | R..... |
| 9- Bonus Supervisor | 24 months | R..... |

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| | | |
|--|-------------------------------------|--------|
| 10- Disbursements Supervisor | 24 months | R..... |
| 11- Hygiene services | 24 months | R..... |
| 12- Once off material for hygiene services | 24 months | R..... |
| 13- Cleaning Materials And Equipment | 24 months | R..... |
| 14- Carpet Cleaning and Couches | 8 Times | R..... |
| 15- Provident Fund | 24 months | R..... |
| 16- UIF | 24 months | R..... |
| 17- COIDA | 24 months | R..... |
| 18- Skills Development Levy | 24 months | R..... |
| 19- Uniform | 24 months | R..... |
| 20- Car wash | (4 times monthly) x 24months | R..... |
| Total Bid Price | | R..... |