

## SSC WC 13 (2023/2024) DALRRD

**BID DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE; LAND REFORM AND RURAL DEVELOPMENT AT PLANT QUARANTINE STATION OFFICES FOR A PERIOD OF 36 MONTHS:**

### **COMPULSORY BRIEFING SESSION:**

DATE: 11 APRIL 2024

VENUE: Polkadraai Rd Stellenbosch (Department of Agriculture) Community Hall

**Bidders who arrive after the stipulated start time (11:00 AM) will be disqualified. Bidders are expected to arrive onsite by 10:59 am.**

TIME: 11:00AM

### **CLOSING DATE:**

DATE: 19 APRIL 2024

TIME: 11:00 AM

VENUE: BID BOX SITUATED AT NUMBER 14 LONG STREET, CAPE TOWN-SECURITY AREA AT GROUND FLOOR. **IT IS THE PROSPECTIVE BIDDER'S RESPONSIBILITY TO ENSURE THAT COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP PROPOSALS INSIDE BID BOX AS NO WAYBILLS WILL BE SIGNED BY OFFICIALS**

**TECHNICAL ENQUIRIES** : Ms Zodwa Toko  
TEL : (021) 809 1609  
MOBILE : 066 317 0643  
EMAIL : [ZodwaT@dalrrd.gov.za](mailto:ZodwaT@dalrrd.gov.za)

**BID RELATED ENQUIRIES** : Ms Mpho Mudau/ Ms Claire Solomons  
TEL : (021) 409 0551  
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# agriculture, land reform & rural development

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

**Chief Directorate:** Provincial Shared Service Centre: **Sub-Directorate:** Demand and Acquisition  
Management Services: **Enquiries:** Ms Rachel Masweneng Sicelo Zwane: **Tel:** (021) 409 0515

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**BID NUMBER:** SSC WC 13 (2023/2024) DALRRD

**CLOSING TIME:** 11H00

**CLOSING DATE:** 19 APRIL 2024

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

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

Yours faithfully

**SIGNED**  
**Mr Sicelo Zwane**  
**DEPUTY DIRECTOR: SUPPLY CHAIN M ANAGEMENT**  
**DATE: 27 March 2024**

## **MAP TO BIDDER BOX (B BOX)**

**SSC WC 13 (2023/2024) DALRRD CLOSING DATE: 19 APRIL 2024 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)  
3<sup>RD</sup> FLOOR, 14 LONG STREET, CAPE TOWN, 8000**

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

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

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## **Annexure A**

# **GOVERNMENT PROCUREMENT**

### **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.

## **GENERAL CONDITIONS OF CONTRACT July 2010**

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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 X15, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.** 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

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

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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**

13.1 The supplier may be required to provide any or all of the services 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 SIXTEEN (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** 18.1 No variation in or modification of the terms of the contract shall be **amendments** 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** 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** 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** 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** 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** 24.1 When, after the date of bid, provisional payments are required, or anti- **and countervailing** dumping or countervailing duties are imposed, or the amount of a **duties and rights** 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** 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **Majeure** 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** 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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** 28.1 Except in cases of criminal negligence or willful misconduct, and in **liability** the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total

contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



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

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF</b>					
BID NUMBER:	<b>SSC WC 13 (2023/2024) DALRRD</b>	CLOSING DATE:	<b>19 APRIL 2024</b>	CLOSING TIME:	<b>11:00 AM</b>
DESCRIPTION	<b>THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE; LAND REFORM AND RURAL DEVELOPMENT AT PLANT QUARANTINE STATION OFFICE FOR A PERIOD OF 36 MONTHS: WESTERN CAPE PROVINCE</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>14 LONG STREET</b>					
<b>CAPE TOWN</b>					
<b>GROUND FLOOR</b>					
<b>SECURITY AREA AT GROUND FLOOR</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Ms Mpho Mudau</b>		CONTACT PERSON	<b>Ms Zodwa Toko</b>	
TELEPHONE NUMBER	<b>Tel: 021 409 0526</b>		TELEPHONE NUMBER	<b>021 809 1609</b>	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:mphom@dalrrd.gov.za">mphom@dalrrd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:ZodwaT@dalrrd.gov.za">ZodwaT@dalrrd.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  
YES NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.**

**PART B TERMS AND CONDITIONS FOR BIDDING**

**1. TAX COMPLIANCE REQUIREMENTS**

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PROVINCIAL SHARED SERVICES CENTRE: WESTERN CAPE, 14 LONG STREET, CAPE TOWN

Private Bag X9159, Cape Town, 8000 Tel: 021 409 0300 Web: www.DALRRD.gov.za

## **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' 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:

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





**SSC WC 13 (2023/2024) DALRRD  
PRICING SCHEDULE FOR THE  
APPOINTMENT OF A SERVICE  
PROVIDER TO RENDER  
CLEANING  
AND HYGIENE SERVICES FOR  
THE  
DEPARTMENT OF  
AGRICULTURE;  
LAND REFORM AND RURAL  
DEVELOPMENT AT PLANT  
QUARANTINE STATION  
OFFICES FOR A PERIOD  
OF 36 MONTHS: WESTERN CAPE  
PROVINCE.**



**PRICING SCHEDULE**  
**(Services)**

**SBD3.1**

NAME OF SERVICE PROVIDER: .....		
<b>Bid No.:</b> SSC WC 13 (2023/2024)	<b>Closing Date:</b> 19 APRIL 2024	<b>Closing Time:</b> 11:00

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

**TOTAL BID PRICE** R.....

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

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

**A. PHASE 1: ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF HYGIENE FIXTURES AND HYGIENE SUPPLIES**

	PRODUCT	QUANTITY	UNIT PRICE (incl VAT)	TOTAL COST FOR THE PROJECT (incl VAT)
A.	Automatic Air freshener Dispenser	35	R.....	R.....
B.	Automatic, Non-Touch, Sensor-Based, Battery-Operated Liquid Soap Dispensers Per Toilet and Kitchen Area	44	R.....	R.....



C.	<b>Lockable Toilet Paper Holder for (3 TIER)</b>	45	R.....	R.....
D.	<b>Sanitary disposal bins (SHE-BINS) in Ladies toilets</b>	24	R.....	R.....
E.	<b>Hygiene Sanitary Bag Dispensers</b>	24	R.....	R.....
F.	<b>Wall Waste Bins Dispenser</b>	35	R.....	R.....
G.	<b>Non-touch toilet seat sanitizer dispenser</b>	45	R.....	R.....
H.	<b>Non-Touch, Battery Operated Sensor-Based Hand Towel Dispensers Per Toilets And Kitchen.</b>	44	R.....	R.....
<b>ONCE OFF TOTAL COST FOR PHASE1</b>				R.....

## B. PHASE 2: SUPPLY OF TOILETRIES AND CLEANING MATERIALS

	<b>PRODUCTS</b>	<b>QUANTITY</b>	<b>MONTHLY COST (incl VAT)</b>	<b>CONTRACT PERIOD</b>	<b>TOTAL COST FOR THE PROJECT (incl VAT)</b>
A.	<b>Toilet Paper</b>	15 packs toilets of 48 rolls 2 ply, 2per toilet per day.	R.....	36	R.....
B.	<b>Liquid bleach 5 liter bottle (bottles)</b>	7 X 5L per months Uninterrupted daily supply.	R.....	36	R.....
C.	<b>Dish cloths and drying dish towels, per kitchen</b>	Pack of 12: to be changed monthly: Uninterrupted daily supply	R.....	36	R.....



D.	<b>Odour blocks (30 blocks)</b>	30 Blocks per month Uninterrupted daily supply.	R.....	36	R.....
E.	<b>Kitchen sponge</b>	Pack of 12 monthly various colours: Uninterrupted daily supply	R.....	36	R.....
F.	<b>Furniture polish 300ml</b>	12 X 300ml monthly various fragrance	R.....	36	R.....
G.	<b>Floor polish 5liter</b>	7 X 5L per monthly Uninterrupted daily supply.	R.....	36	R.....
H.	<b>Pine gel 5liter</b>	6 X 5L per monthly Uninterrupted daily supply.	R.....	36	R.....
I.	<b>Refuse bags for office bins 20 in a pack transparent for (5L bins)</b>	24 packs per month Uninterrupted daily supply.	R.....	36	R.....
J.	<b>Refuse bags for kitchen 20 liter bins</b>	200 clear refuse bags per month: Uninterrupted daily supply.	R.....	36	R.....
K.	<b>Refuse bags for waste collection 60liter bins</b>	7 packs per month (100 black bags in a pack)	R.....	36	R.....
L.	<b>Jumbo rolls 1ply</b>	270mmx1500m 1ply white rolls 4 every two (2) months.	R.....	36	R.....
M.	<b>Window Cleaner Liquid (2x5L per</b>	24 X 5L per quarter of (36 months).	R.....	36	R.....



	<b>quarter)</b>				
N.	<b>Ammonium Cleaner 5liter</b>	6 X 5L per month Uninterrupted daily supply	R.....	36	R.....
O.	<b>Multi-purpose tile cleaner</b>	7 X 5L per monthly Uninterrupted daily supply.	R.....	36	R.....
P.	<b>Toilets brushes with holder (metallic grey)</b>	45 brushes and holders replace once a year.	R.....	36	R.....
Q.	<b>Leased equipment and machinery(E.g. brooms, vacuum cleaners etc.)</b>	Uninterrupted daily supply.	R.....	36	R.....
<b>TOTAL COST FOR PHASE 2 FOR CONTRACT PERIOD OF 36 MONTHS</b>					<b>R.....</b>

**C. PHASE 3: PROVISION OF CLEANING SERVICES**

	<b>LABOUR</b>	<b>ALL INCLUSIVE MONTHLY COST</b>	<b>QUANTITY</b>	<b>CONTRACT PERIOD</b>	<b>TOTAL COST FOR THE PROJECT (incl VAT)</b>
A.	<b>Supervisor</b>	R.....	1	36	R.....
B.	<b>Cleaners</b>	R.....	7	36	R.....
<b>TOTAL COST FOR PHASE 3 FOR CONTRACT PERIOD OF 36 MONTHS</b>					<b>R.....</b>



#### D. PHASE 4: HYGIENE TASKS AND REPLENISHMENT

	PRODUCTS	QUANTITY	MONTHLY COST (incl VAT)	CONTRACT PERIOD	TOTAL COST FOR THE PROJECT (incl VAT)
A.	Sanitary hygiene bag dispenser	30 bags per dispenser Refill	R.....	36	R.....
B.	Non-touch toilet seat sanitizer dispenser	400ml per dispenser Refill	R.....	36	R.....
C.	Non-touch hand wash liquid soap dispenser	400ml per 35 unit Refill	R.....	36	R.....
D.	Automatic air freshener	250ml per 35 unit. Refilled to spray at intervals of 60 minutes	R.....	36	R.....
E.	Urinal mats	18 urinals mats bi-weekly: Uninterrupted daily supply	R.....	36	R.....
F.	Paper towel dispenser for toilets and kitchen	Refill Bi-weekly and when required	R.....	36	R.....
G.	Concentrate dishwashing liquid 5liters	7 X 5L per monthly Uninterrupted daily supply	R.....	36	R.....
H.	She bins	Weekly servicing of 24 she bins	R.....	36	R.....
I.	12L Sanitary hygiene bag	24 packs transparent per month Uninterrupted daily supply.	R.....	36	R.....
<b>TOTAL COST FOR PHASE 4 FOR CONTRACT PERIOD OF 36 MONTHS</b>					R.....



### E. PHASE 5: WINDOW CLEANING

	PRODUCTS	QUANTITY	QUARTERLY COST (incl VAT)	TOTAL COST FOR THE PROJECT (incl VAT)
A.	Render window cleaning services	12 QUARTERS	R.....	R.....
<b>TOTAL COST FOR PHASE 5 FOR CONTRACT PERIOD OF 36 MONTHS</b>				R.....

### F. PHASE 6: DEEP CLEANING

	PRODUCTS	QUANTITY	COST PER DEEP CLEAN (incl VAT)	TOTAL COST FOR THE PROJECT (incl VAT)
A.	Floors, blinds and carpets	2 (Start and middle of year 2 of contract)	R.....	R.....
B.	Stripping and buffing of tile passage floors	2 (Start and middle of year 2 of contract)	R.....	R.....
<b>TOTAL COST FOR PHASE 6 FOR CONTRACT PERIOD OF 36 MONTHS</b>				R.....



## G. SUMMARY OF TOTAL COST OF ALL PHASES

	<b>PRODUCTS</b>	<b>TOTAL COST FOR THE PROJECT (incl VAT)</b>
<b>A.</b>	<b>Phase 1: Once-off supply, delivery and installation of hygiene fixtures and supplies</b>	R.....
<b>B.</b>	<b>Phase 2: Supply of toiletries and cleaning materials</b>	R.....
<b>C.</b>	<b>Phase 3: Provision of cleaning services</b>	R.....
<b>D.</b>	<b>Phase 4: Hygiene tasks and replenishment</b>	R.....
<b>E.</b>	<b>Phase 5: Window Cleaning</b>	R.....
<b>F.</b>	<b>Phase 6: Deep Cleaning</b>	R.....
<b>TOTAL COST FOR PHASES 1 to 6 FOR CONTRACT PERIOD OF 36 MONTHS (VAT incl)</b>		<b>R.....</b>





**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

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

**BID PROCESS (EQUAL OR BELOW R 50 MILLION)**

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

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

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**1. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender” for income-generating contracts** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically” Disadvantaged individuals** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation –
  - Before 27 April 1994; or
  - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

**2. GENERAL CONDITIONS**

- 2.1 The following preference point systems are applicable to invitations to tender - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 2.2 To be completed by the organ of state
  - a) the applicable preference point system for this tender is the 80/20 preference point system.
  - b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- 2.4 To be completed by the organ of state: The maximum points for this tender are allocated as follows:  
The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.
- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:
- 2.10.1 Historically Disadvantaged individuals (HDI):
- **Attach a copy of Identity Document (ID) and company registration document.**
- 2.10.2 Who is female:
- **Attach a copy of Identity Document (ID) and company registration document.**
- 2.10.3 Who has a disability:
- **Attach a certified copy or original doctor's letter confirming the disability.**

- 2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):
- **Attach a copy of Identity Document (ID) and company registration document.**
- 2.10.5 Specific goal: Locality – Provide a proof of address in terms of the following;
- A valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s or
  - A valid lease agreement from the lessor or
  - A letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.
- 2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.
- 2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
- **Percentage ownership equity**  $\times 8 \div 100 =$  number of points claimed.

(II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

- **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.

(III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:

- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(V) A maximum of 3 points may be allocated to tenderers of the Locality , on the following basis:

- **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

**2.13 It is important to note that failure by a tenderer to complete the table in paragraph in full, will result in points for specific goals not to be allocated.**

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 1.1 POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 1.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 1.2.1 POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

## 2. POINTS AWARDED FOR SPECIFIC GOALS

- 2.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 2.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.
- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.



### 3. SUB-CONTRACTING

5.1 Will any portion of the contract be sub contracted? (***Tick applicable box***)

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

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: ..... %
- ii) The name of the sub-contractor: .....
- iii) Points claimed for HDI by the sub-contractor: .....

### 4. DECLARATION WITH REGARD TO COMPANY/FIRM

4.1 Name of company/firm.....

4.2 Company registration number: .....

#### 4.3 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.4 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

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

CHIEF DIRECTORATE: PROVINCIAL SHARED SERVICE CENTRE: WESTERN CAPE, 14 Long Street, Cape Town, Private Bag X9159, Cape Town, 8000, Tel (021) 409 0300, Fax No 021 409 0536

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE; LAND REFORM AND RURAL DEVELOPMENT AT PLANT QUARANTINE STATION OFFICES FOR A PERIOD OF 36 MONTHS: WESTERN CAPE PROVINCE.**

**1. PURPOSE**

The purpose of these Terms of Reference is for the appointment of a service provider to render cleaning and hygiene services for the Department of Agriculture; Land Reform and Rural Development: Plant Quarantine Station office, Western Cape for a period of 36 MONTHS.

**2. INTRODUCTION AND BACKGROUND**

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

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

part of this bid invitation.

### 3. GENERAL INFORMATION ON THE BUILDINGS

#### 3.1 PLANT QUARANTINE STATION; STELLENBOSCH

Building	: Polkadraai Road; Stellenbosch
No. of Occupants	: +- 200
Type	: Office building & Laboratories
No. of floors	: 2
No. of Toilet Rooms	: 35
No. of toilet cubicles	: 45
No. of urinals	: 9
No of Cribs	: 2
No. of kitchens	: 9
No. of hand basins	: 34
No. of open-plan rooms	: 15
No. of offices	: 60
No of Laboratories	: 24
No. of boardrooms/meeting rooms	: 08
No. of office waste bins	: +-220
No. of recycling waste WOW boxes	: 7
Square Metres	: +-7000m <sup>2</sup>
No of SHE BINS	: 24

#### 4. CONTRACT PERIOD

This contract shall commence from the date of appointment for a period of 36 months.

#### 5. PHASES OF THE CONTRACT

This contract shall be completed in four phases as follows:

- 5.11 Phase 1: Supply, Delivery and Installation of hygiene fixtures and hygiene supplies;
- 5.12 Phase 2: Supply of toiletries and cleaning materials
- 5.13 Phase 3: Provision of cleaning services
- 5.14 Phase 4: Hygiene tasks and replenishment
- 5.15 Phase 5: Window Cleaning
- 5.16 Phase 6: Deep Cleaning

#### 6. MINIMUM CLEANER REQUIREMENT

6.1 A minimum of 7 Cleaners and 1 on site Supervisor required total of cleaning team is (08) on site:

- To have seven (7) full time cleaners (Stellenbosch Quarantine
- One (1) supervisor for all 7 cleaners

<b>Number of Cleaners</b>	<b>Stellenbosch Quarantine</b>
Size of cleaner staff complement	07, excluding supervisor
No of on-site cleaner foreman/supervisor (relief cleaner)	1
Total number of contract cleaners on premise	08, including supervisor

The cleaners should be able to communicate WRITTEN AND VERBAL in the preferred language in the workplace.

**6.2 One (1) on site supervisor with the following key competencies:**

- The supervisor must have, as a minimum, a grade 12 certificate (proof to be attached) and certificate (s) of competency for cleaner Foreman. The supervisor must have the ability to read and write and should be able to converse fluently in English. The supervisor will be placed at Stellenbosch Plant Quarantine site for the duration of the project.

**NB: In case of any replacement of staff, proof of the above requirement must be produced to the project manager.**

- The supervisor must have a good understanding of their post/job description and must at all times be capable of leading and supervising his/her subordinates.
- The appointed supervisor should always be reachable, and the contractor will be responsible for providing the supervisor with a company cell phone, airtime and data, on which the Department must be able to reach the appointed supervisor, always, during official working hours.

**7. AREA(S) TO BE SERVICED**

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

AREA	SIZE(m <sup>2</sup> )
Stellenbosch Quarantine Station	± 7000m <sup>2</sup>
Entrance foyer and lobbies	Included
Reception areas/Staircases/Passages/Atrium	Included
Toilets	Included
Kitchen/Canteens	Included
Offices	Included

Storerooms/Sick Bay	Included
Boardrooms	Included
Laboratories	Included
Total Area	± 7000m <sup>2</sup>

## 8. PHASE 1: ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF HYGIENE FIXTURES AND HYGIENE SUPPLIES

The installation of the following permanent fixtures, which become the property of the Department of Agriculture, Land Reform and Rural Development at the end of the contract:

- 8.1 35 x Automatic air freshener dispensers;
- 8.2 44 x automatic, non-touch, sensor-based, battery-operated liquid soap dispensers per toilet and kitchen;
- 8.3 45 x lockable toilet paper holder for (3 TIER)
- 8.4 24 x sanitary disposal bins (SHE-BINS);
- 8.5 24 x hygiene sanitary bag dispensers;
- 8.6 45 x non-touch toilet seat sanitizer dispensers;
- 8.7 44 x non-touch, battery operated sensor-based hand towel dispensers per toilets and kitchen.
- 8.8 35 x Wall waste Bins Dispenser.

*It will be the responsibility of the service provider to ensure a continuous, uninterrupted supply of all quantities of hygiene materials/supplies, and other related consumables, etc, taking into account that the toilets are also being frequented and used by clients of the office and must be included in the calculation of these quantities.*

The hygiene fixtures and supplies must be according to the following specification and minimum usage per month:

	<b>Product</b>	<b>Specification</b>	<b>Minimum usage per month</b>
A.	Automatic Air freshener Dispenser	<p>Metallic Silver ,Material: ABS</p> <p>Size: 83 x 88 x 238mm</p> <p>Settings: Day, Night, 24 hours</p> <p>Time Delay Between Sprays: 5, 10, 15, 20 minutes</p> <p>Refills: Uses a 250ml or 320ml aerosol refill (Available separately in a variety of fragrances)</p> <p>One per toilet.</p> <p>Battery-operated Requires 2 x Size "D" batteries,.</p> <p>3-year warranty on system.</p>	<p>Quantity: 35 toilet rooms</p> <p>Uninterrupted daily supply of air fresher.</p> <p>Maintained and fully operational at all times.</p> <p>System to be supplied, installed and maintained for duration of contract.</p>
B.	Liquid soap per toilet and kitchen, with automatic, non-touch, sensor-based, battery-operated soap dispenser to be supplied and fitted p Capacity: 1L (Top-up and sachets)	<p>Compliant with SABS 1828. Material: ABS</p> <p>Lockable refillable 400 ml dispenser to be drip free.</p> <p>Metallic Silver .</p> <p>Size: 125 x 125 x 280mm</p> <p>Takes 4 x C Batteries 30 000 discharges (depends on quality of batteries used)</p> <p>Hand wash liquid soap must not be harsh or irritable on the skin (non-ammoniated).</p> <p>3-year warranty on system.</p>	<p>Quantity: 44 toilet &amp; kitchen rooms</p> <p>Uninterrupted daily supply. To be checked on a daily basis.</p> <p>Soap dispenser to be supplied and fitted with automatic sensor.</p> <p>Maintained and fully operational at all times.</p>



C.	Lockable toilet paper holder for (3 TIER)	<p>Sold individually. Size: 16cm(D) x 16cm(W) x 40cm(H). Weight: 2.4kg. Capacity: 3 x toilet rolls.</p> <p>Metallic Silver Colour</p>	<p>Quantity: 45 toilet rooms</p> <p>Uninterrupted daily supply. To be checked on a daily basis.</p> <p>Maintained and fully operational at all times.</p>
D.	Sensor Paper Towel Dispenser per toilet and kitchen with battery-operated for the drying of hands after washing.	<p>Compliant with SABS 1828.</p> <p>Lockable refillable 100% Touch-Free , Battery Operated Paper Towel Dispenser, used to dispense hand paper, for the drying of hands after washing. Prevents cross contamination.</p> <p>Metallic Silver.</p> <p>Accommodates most roll towels – up to 20.32cm wide and 15.24cm in diameter</p> <p>Operates with 4 x Standard Alkaline Torch Batteries (D-cell)Non-Touch and sensor-based.</p> <p>3-year warranty on system.</p>	<p>Quantity: 44 toilet &amp; Kitchen rooms</p> <p>Uninterrupted daily supply. To be checked on a daily basis.</p> <p>Sensor Paper Towel dispenser to be supplied and fitted with automatic sensor.</p> <p>Maintained and fully operational at all times.</p>
E.	Sanitary disposal bins (SHE-BINS) in Ladies toilets	<p>12L Pedal Operated Sanitary Bin Must have self-closing tight fitting lids with trap doors with non-touch automatic opening/closing mechanism.</p> <p>One (1) bin per female toilet cubicle.</p> <p>Metallic Silver.</p>	<p>Quantity: 24 per female toilet cubicle.</p>
F.	Hygiene Sanitary bag dispensers	<p>To close with a draw strip, attached to SHE-bins.</p> <p>Metallic Silver.</p>	<p>Quantity: 24 female toilets with 30 bags per dispenser.</p> <p>Uninterrupted daily supply.</p>
G.	Non-touch toilet seat sanitizer dispensers	<p>Proven 99% bacteria kill formula.</p>	<p>Quantity: 45 toilet rooms</p> <p>Per toilet cubicle</p>

		<p>SABS approved product with at least 70% alcohol content.</p> <p>Quick drying formulation</p> <p>Metallic Silver</p> <p>Drip free</p> <p>Touch free, sensor unit</p> <p>Battery operated</p> <p>Cartridge or top up system</p> <p>Lockable unit</p> <p>View window for at-a-glance maintenance.</p> <p>Time delay dispensing to prevent wastage.</p> <p>3-year warranty on system.</p>	<p>Uninterrupted daily supply. To be checked on a daily basis.</p> <p>Maintained and fully operational at all times</p>
H.	Wall waste Bins Dispenser	<p>43L Capacity Metallic Silver</p> <p>Size: 27.7cm x 42.2cm x 56.9cm</p> <p>Case Content: 1 Waste Bin</p>	<p>Quantity: 45 toilet rooms</p> <p>Uninterrupted daily supply. To be checked on a daily basis.</p> <p>Maintained and fully operational at all times</p>

## 9 GENERAL CONSUMABLES

It will be the responsibility of a Service Provider/contractor to supply all quantities of toiletries, cleaning materials, other consumables taking into account that toilets are also being used by clients of the office and must be included in the calculation of these quantities.

**NB: Client will check and confirm that all supplies or consumables are compliant to specified requirements.**

PRODUCTS	SPECIFICATION	MINIMUM USAGE PER MONTH
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Toilet paper	Accordance with SABS 648 and white in color.2 ply	15 packs of 48 rolls. Uninterrupted daily supply
Urinals mat	Odour Mats for male toilets. Compliant with SABS 1828.	18 mats bi-weekly: Uninterrupted daily supply
Odour blocks for Cribs	30 Blocks assorted fragrance Compliant with SABS 1828.	30 Blocks per month: Uninterrupted daily supply
Concentrated Dishwashing Liquid	5Litre to be in accordance with SABS	7 per month: Uninterrupted daily supply
Dish cloths	Micro fibre: Various colours to be coded	Pack of 12: to be changed monthly: Uninterrupted daily supply
Kitchen Sponge	Various colours	Pack of 12: to be changed monthly: Uninterrupted daily supply
Bleach	5Litre to be in accordance with SABS	7 per month: Uninterrupted daily supply
Furniture polish 300ml	300ml monthly various fragrance accordance with SABS	12per month: Uninterrupted daily supply
Pine Gel	5Litre to be in accordance with SABS	6 per month: Uninterrupted daily supply
Ammonium Cleaner	5Litre to be in accordance with SABS	6 per month: Uninterrupted daily supply
Window Cleaner Liquid	5Litre to be in accordance with SABS	7 per quarter: Uninterrupted daily supply

Multi-purpose tile cleaner	5Litre to be in accordance with SABS	7 per month: Uninterrupted daily supply
Floor Polish	5Litre to be in accordance with SABS	2 per month: Uninterrupted daily supply
Bin liners for office bins	20 in a pack transparent for (5L bins) To be in accordance with SABS	24 packs per month: Uninterrupted daily supply
Refuse Bags for kitchen	200 Clear refuse bags for (20 litre bins) To be in accordance with SABS	200 clear refuse bags per month: Uninterrupted daily supplies
Refuse Bags for waste collection bins	100 black bags in a pack for (60L bins) To be in accordance with SABS	7 packs per month: Uninterrupted daily supply
SHE BINS	Weekly servicing of she bins	24 bins to be serviced weekly
Sanitary Hygiene bags	Supply and replacement of small Sanitary disposal plastic bags (30 non-transparent plastic bags per dispenser)	24 to be serviced weekly
Sanitary disposal bags	Supply and replacement of plastic bags with a string	20 in a pack transparent for (12L bins) to be serviced weekly
<b>Toilet seat Sanitizer</b> 400ml drip free and not harsh /irritable to skin	Refill	45 cubicles to be done bi-weekly

<b>Hand Wash Liquid Soap For Dispenser</b> Supply and replenishment of antibacterial hand wash liquid soap (400ml per unit).	Refill	35 toilets to be replenished weekly: Uninterrupted daily supply
<b>Air freshener for Automatic dispenser</b> 250ml: 10 minutes timed	Refill	35 toilets to be replenished weekly: Uninterrupted daily supply
<b>Disposable Paper towel for automatic paper towel dispenser</b>	Refill	Refill twice a week SABS approved observant roll of paper towels for kitchens and toilets Uninterrupted Daily supply 70 hand rolls per month
Jumbo Rolls (Paper towel stand to be filled per unit) 1ply SABS approved.	270mmX1500m 1 ply SABS approved to be put on barrels available	4 every two months
Toilet brushes with holder	Metallic grey brushes and holders	Replace once a year for all toilets. 45 Brushes

## 10 HEALTH AND SAFETY SIGNS

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

## 11 WINDOW CLEANING

The contractor must be fully equipped to clean the windows on the outside of the building quarterly.

The Service Provider shall provide all management, tools, equipment and labour necessary to ensure that the required services are provided in accordance with commonly accepted commercial practices, the provisions of this contract and to ensure that the Premises reflect a clean, neat and professional appearance and image.

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

## 12 CLEANING SERVICE TASK DESCRIPTION

AREA / FACILITY	Daily	Twice daily	Weekly	Monthly	Exceptions to frequency cleaning
<b>ENTRANCE HALL, RECEPTION AREA AND PASSAGES</b>					
Dust/Wipe/Clean and disinfect entrance doors	<b>X</b>				
Dust/Wipe/Clean and disinfect security gates			<b>X</b>		
Sweep tiled/carpet floor			<b>x</b>		
Wash/Clean and disinfect tiled/ carpet floor			<b>X</b>		Once a week/As the need arise
Scrub/Clean and disinfect tiled/ carpet floor				<b>X</b>	Once a Month/As the need arise
Wipe down walls, doors, cupboard and furniture			<b>X</b>		

Dust/Wipe/Clean and disinfect light fittings				X	With dry cloth
Dust/Wipe/Clean and disinfect pictures and mirrors			X		
Dust/Wipe/Clean curtains and blinds			X		
Dust/Wipe/Clean and disinfect reception furniture	X				
Dust/Wipe/Clean and disinfect	X				

AREA / FACILITY	Daily	Twice dai	Weekly	Monthl	Exceptions to frequency cleaning
Security area/Reception desk					
Empty/Clean and disinfect waste office bins	X				
Vacuum Carpet and chairs.			X		Once a week/As the need arise
<b>OFFICES, CUBICLES ROOMS, OPEN PLANS STATIONS</b>					
Vacuum carpets and material covered furniture			X		
Dust/Wipe/Polish/Clean and disinfect desks, wooden furniture and counter tops			X		

Wash/Clean and disinfect tiled	X				
Scrub/Clean and disinfect tiled and carpet floor				X	
Wipe/Clean and disinfect doors (internally and externally)	X				
Clean and disinfect telephone instruments.			X		
Bin liners (office Bins)			X		
Dust/Wipe/Clean and disinfect computers and equipment.			X		
Dust/Wipe/Clean all high ledges, fittings and door handles			X		

AREA / FACILITY	Daily	Twice dai	Weekly	Monthl	Exceptions to frequency cleaning
Dust/Wipe/Clean and vacuum walls in cubicles			X		
Dust/Wipe/Clean and disinfect all vertical surfaces (walls, cabinets etc.)			X		
Dust/Wipe/Clean all windows and ledges / sills and blinds (low and high)			X		



Empty/Clean and disinfect waste paper bins	X				
Wash and disinfect waste bins			X		
Dust/Wipe/Clean curtains, blinds			X		
Vacuum Curtains/blinds			X		
Dust/Wipe/Clean and vacuum chairs			X		
Wipe/clean and disinfect door handles	X				
Clean/polish door handles			X		
Dust/Wipe/Clean and disinfect picture frames				X	
<b>LABORATORIES</b>					
Dust/sweep/Wipe/Clean and mop the floors			X		

AREA / FACILITY	Daily	Twice dai	Weekly	Monthl	Exceptions to frequency cleaning
Dust/Wipe/Clean window sills, panes and blinds			X		<b>No surfaces to be cleaned</b>
Remove municipal waste	X				<b>No medical waste to be removed</b>

Sweep and mop floors of walk in incubator and cold rooms under supervision				X	
<b>BOARD ROOMS, COMMUNITY HALL;CONSULTING ROOMS, COMMITTEE ROOMS</b>					
Vacuum carpets and material covered furniture			X		
Dust/Wipe/Polish/Clean and disinfect desks, wooden furniture and counter tops			X		
Dust/Wipe/Clean all high ledges and fittings			X		
Dust/Wipe/Clean and vacuum walls in cubicles			X		
Dust/Wipe/Clean all vertical surfaces (walls, cabinets etc.)			X		
Dust/Wipe/Clean all windows and ledges / sills (low and high)			X		
Empty/Clean and disinfect waste paper bins	X				
Wash/Clean and disinfect			X		

<b>AREA / FACILITY</b>	<b>Daily</b>	<b>Twice dai</b>	<b>Weekly</b>	<b>Monthl</b>	<b>Exceptions to frequency cleaning</b>
waste bins					
Dust/Wipe/Clean curtains, blinds			X		

Vacuum Curtains/blinds			X		
Dust/Wipe/Clean and vacuum chairs			X		
Wipe/Clean and disinfect doors (internally and externally)	X				
Wipe clean/polish door handles	X				
Dust/Wipe/Clean and clean picture frames			X		
Dust/Wipe/Clean and disinfect light fittings				X	Dry Cloth.
Wipe light switches				X	Dry Cloth.
Deep clean board rooms and conference rooms			X		Or as and when required
<b>TOILETS / RESTROOMS PER FLOOR</b>					
Toilets must be cleaned early in the morning before staff arrives for work, before 07:00 AM, lunchtime and upon notification.	X				
Toilets are to be checked at least three times a day for	X				

AREA / FACILITY	Daily	Twice daily	Weekly	Monthly	Exceptions to frequency cleaning
cleanliness and replenishment of general consumables(toilet paper, hand soap, air freshener and paper towel)					
All toilets to have checklist that needs to be signed after each inspection	X				Supervisor to ensure that the toilets are cleaned, and checklists are signed at all times.
Toilet paper, paper towels and sanitary wipes (Disinfected Sanitary Bags) and hand wash must be available at all times.	X				Uninterrupted daily service
All broken toilets to be reported to the Project Manager immediately.	X				
Timed air fresheners to be fitted and serviced in each toilet.	X				
Refuse bags	X				
cleaning of Toilets and surrounding area.	X				
Clean and disinfect toilet bowls (inner and outer)	X				
Clean and disinfect toilet urinals (inner and outer)	X				
Wipe down and disinfect toilet roll holder cabinets	X				

AREA / FACILITY	Daily	Twice daily	Weekly	Monthly	Exceptions to frequency cleaning
Wipe and clean mirrors	X				
Wipe down/clean and disinfect walls, doors and partitions	X				
Dust/Wipe/Clean and disinfect lights			X		Feather Dust.
Sweep tiled floor	X				
Wash/Clean and disinfect tiled floor	X				
Scrub/Clean and disinfect tiled floor	X				
Remove all bubble gum from floor surface	X				As required
Wash/Clean and disinfect wash hand basins and taps	X				
Ensure hand drying paper dispensers are full	X				Ensure that hand paper towels is provided at all times.
Ensure toilet roll dispensers are full	X				Ensure that toilet paper is provided at all times
Ensure hand soap dispensers are full	X				Ensure that hand soap is provided at all times
Wipe light switches			X		Dry cloth
Wipe and clean hand drying header stations	X				
Clean all metal fittings	X				

AREA / FACILITY	Daily	Twice dai	Weekly	Monthl	Exceptions to frequency cleaning
Treat against staining, fungal and bacterial growth	X				As and when necessary
Replenish toilet paper, paper hand towels and / liquid hand soap to dispensers	X				As and when necessary
Deep clean rest rooms			X		
<b>KITCHEN AND CANTEEN AREAS</b>					
Sweep/Wash/Clean and disinfect floor	X				As and when necessary
Wipe down/Clean and disinfect walls, doors, furniture, cupboard doors and inside of cupboards			X		
Clean and disinfect counter tops	X				As and when necessary
Paper towels available at all times.	X				
Empty/Clean and disinfect waste paper bins	X				
Kitchen Soap	X				
Refusal bags	X				

AREA / FACILITY	Daily	Twice dai	Weekly	Monthl	Exceptions to frequency cleaning
Wipe/Clean and disinfect appliances	X				
Defrosting of fridges				X	
Wash/Clean and disinfect kitchen zinc	X				
clean kitchen	X				
<b>WINDOWS</b>					
Dust/Wipe/Clean window sills/blinds			X		
Wash/Clean windows on the inside			X		
Wash/Clean windows on the outside					Quarterly service
Clean main entrance foyer glass windows internally	X				
Inter-office windows e.g. conference rooms, etc.			X		
<b>CORRIDORS / PASSAGES/ STAIRCASES/ RAILS / ATRIUM/FIRE ESCAPES</b>					
Vacuum carpets/Cleaning tiles	X				
Deep clean corridors and passages			X		
Remove Stains			X		
Sweep tiled/carpet floor	X				

AREA / FACILITY	Daily	Twice daily	Weekly	Monthly	Exceptions to frequency cleaning
Wash/Clean and disinfect tiled/carpet floor	X				
Scrub/Clean and disinfect tiled/carpet floor			X		
Polish tiled floor				X	
Wipe/brush public couches and chairs.			X		
Wash/Clean staircases banisters/railings			X		

### 13 GENERAL RESPONSIBILITIES RELATING TO RENDERING OF THE REQUIRED CLEANING AND HYGIEN SERVICES

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

#### 13.1 Materials and consumables

The Service Provider shall:

- 13.1.1 Be responsible for the provision of and safe storage, distribution and control of all cleaning materials and consumables required to provide the Services i.e. toilet papers, bin liners, liquid hand soap and paper hand towels etc. These consumables and cleaning materials shall be provided and managed at the Service Provider's cost.
- 13.1.2 Ensure that its personnel are properly trained in the safe and effective use of all cleaning materials and consumables.
- 13.1.3 Client will check and confirm that all supplies or consumables are compliant to specified requirements



## **13.2. Equipment**

The Service Provider shall:

- 13.2.1 Provide all cleaning and hygiene equipment required to provide the services.
- 13.2.2 Ensure that all equipment used in the provision of the services are reasonably noise restricted as to avoid any interruptions.
- 13.2.3 Ensure that the equipment used in the provision of the services is compliant with all applicable laws and regulations
- 13.2.4 Ensure that its personnel are properly trained in safe and effective use of the equipment.
- 13.2.5 All fix equipment installations will be the property of the Department of Agriculture, Land reform and rural development when the contract ends.
- 13.2.6 Ensure that all fixed equipment must be maintained and replaced while under warranty.

## **13.3. Service times**

The Services shall be provided in accordance with the Cleaning process and the time periods from 07:00 – 15:00 PM including lunch and tea time.

## **13.4 Processes and Procedures**

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

13.4.2 The contractor should ensure that all materials, consumables, etc. are stored in the correct manner (in storage space to be provided by the Department) and be compliant with the Occupational Health and Safety Act when fulfilling its duties. The contractor must familiarize themselves with the Occupational Health and Safety Act and all necessary legislation required by Government for rendering of

the service. The contractor to ensure that the workers are supplied with all necessary safety clothing where necessary and should be in a staff uniform daily and must be neat and tidy at all times.

## 14 PERFORMANCE MANAGEMENT

- i. Service Provider shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services.
- ii. Service complaints and help desk procedure. The Service Provider shall give all valid service complaints, suggestions and constructive criticisms from DALRRD, and its service users. The Service Provider shall therefore be required to operate a complaint procedure, which is approved by DALRRD.
- iii. Management of the cleaning company should inspect the whole building at least once per month and have a meeting with the clients office representative (to be assigned at commencement of contract to discuss matters relating to the contract, e.g. problems/shortcoming experienced). Quarterly reports should be submitted to the project manager, which should include any comments by worker on fault reporting and response time.
- iv. Management staff should ensure that timesheets are completed with the necessary signed daily schedules in place as part of their portfolio of evidence.
- v. Any cleaner who will be absent for one or other reason must be replaced by the service provider for the time of absence with another cleaner. Such replacement must have knowledge of the operations of the company guided by the appointed supervisor.
- vi. Staff of the service provider must at all times heed the security arrangements applicable to the place of delivery and obey the instructions of the responsible officer in this regard. The company must ensure that the worker and replacement workers are security screened and a report should be available on request by the Department.
- vii. Service provider to provide proof of payment every 3 months of UIF

## 15 REPORTING LINES

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

## 16 PRICING

The Service Provider must submit details regarding the price for the Cleaning and Hygiene Services. Rates for salaries and wages (ANNEXURE) must be completed in full accordance to the Basic Conditions of Employment Act (75/1999), including all Amendments and Sectoral Determinations.

Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX** for VAT vendors for the contract duration.

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

## 17 PAYMENT TERMS

The Department undertakes to pay the Contractor within 30 days (thirty days) for work done to its satisfaction, upon the presentation of invoice which will be signed off by the Project Manager. No payment will be made in instances where there is outstanding

work that not satisfactorily undertaken by the Service Provider. Unless agreed otherwise, the fee stipulated by the Service Provider shall be fixed for the period of this contract.

## 18 PROPOSAL REQUIREMENTS

- i. A detailed project plan with clear milestones and timeframes for each description task indicated above
- ii. A contingency plan that stipulates actions to be taken if any activity detailed in the project plan is hampered.
- iii. A detailed cost breakdown as per attached annexure. Only firm prices will be accepted.
  - i. The pricing must be fixed for the duration of the projects.
- iv. Compliance to wage labour rates as per the Department of Labour's regulation.
- v. Main business area (locality)
- vi. All equipment's to be supplied and installed must be of a same colour, durable and SABS approved.

## 19 MANDATORY REQUIREMENTS

**NB: Failure to attach the following requirements with the proposal will disqualify the bidder's proposal. All required certification in this bid must be valid.**

- 19.1 Valid Compensation for Occupational Injuries Disease Act. 1993 **[COIDA]** certificate obtainable from the Department of Labour or proof of registration **or** letter for tender purposes **or** letter of good standing.
- 19.2 Public Liability Insurance Minimum R1 000, 000.00. Proof of quotation obtainable from any insurance companies or any other relevant proof must be attached
- 19.3 The bidder must submit valid certification (proof of registration or license) issued to the bidder by the **National Department of Environmental Affairs or Western Cape Department of Environmental Affairs or City of Cape Town municipality**, for the disposal of bin content/ waste.

- 19.4 If the bidder intends subcontracting for Sanitary waste removal, proof of quotation from the service provider who will collect and remove sanitary waste and proof of sanitary waste removal management certificate proving that the sub-contractor is accredited. The amount must be inclusive in the bid price on the pricing schedule SBD 3.1. and also indicate the percentage on paragraph 5 of 5.1 on SBD 6.1.**
- 19.5 C Compliance to sectorial determination wage labour rates as per the Department of
- 19.6 Labour's regulations. compliance to sectorial determination wage labour rates as per the Department of Labour's regulations.
- 19.7 Service provider must be registered with the National Contract Cleaners association (**NCCA**) / Black economic empowerment cleaners association (**BEECA**) or any other relevant cleaning body.
- 19.8 Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.
- 19.9 Only duly authorised signatories must sign the original and all copies of the bid offer where require:
- 19.9.1 In the case of a **ONE-PERSON CONCERN** submitting a bid, this shall be clearly stated on the company letter head.
- 19.9.2 In case of a **COMPANY** submitting a bid, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.
- 19.9.3 In the case of a **CLOSED CORPORATION** submitting a bid, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
- 19.9.4 In the case of a **PARTNERSHIP** submitting a bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.
- 19.9.5 In the case of a **JOINT VENTURE** submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members

authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

19.10 Compliance with all Tax Clearance requirements:

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

**Failure to attach proof of a consortium, joint venture will lead to disqualification.**

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

19.11.1 If the bidder sub-contracts, the sub-contractor(s) must be registered on the National Treasury Central Supplier Database and the bidder must provide a CSD report or MAAA number of the subcontractor as proof thereof.

19.12 Bidders representative must attend the compulsory briefing session. Failure to attend the meeting will lead to the bid proposal been disqualified.

19.13 The pricing schedule, SBD 3.1, must be completed in full.

**Failure to complete the attached SBD 3.1 (pricing schedule) on its original form will lead to disqualification.**

## **20 BID CONDITIONS.**

20.1 Apart from any Special Conditions stipulated in this bid, the General Conditions of Contract (GCC) shall also apply which by submitting a proposal means they are agreed on;

20.2 Bidders must familiarize themselves with the general Conditions of Contract (GCC) prior to submitting bid proposals

## **21 TERMS AND CONDITIONS**

- i. General Contract Conditions (GCC);
- ii. Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity; c. Authority of Signatory
- iii. SBD1: Invitation to Bid;

- iv. SBD 3.1: Pricing Schedule - Firm Prices (Purchase);
- v. SBD 4: Declaration of Interest;
- vi. SBD 6.1: Preference Points Claim Form

## 22 EVALUATION CRITERIA

Bid proposals that meet all the requirements of these Terms of Reference will be evaluated in accordance with the PPR2022, being regulations formed under the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

This bid will be evaluated in three phases, where the first phase comprises compliance to the pre-qualification and mandatory requirements. Phase two will be an evaluation on functionality. Phase three will be an evaluation based on the 80/20 preference points system.

**22.1 Phase 1: Pre-qualification and mandatory requirements** as specified in paragraphs 18 and 19 above. **Failure to meet the requirements and submission of the required documents with the proposal will automatically disqualify the bidder's proposal.**

**22.2 Phase 2: Functionality requirements = 100** The evaluation of the functionality will be evaluated by individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criterion will range as follows: **1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent**

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
<b>1. ABILITY AND CAPABILITY</b>	Company experience: experience of the company in a cleaning/hygiene industry (Reference letter/ testimonials from client that the company is servicing or has previously serviced must be attached). <b>NB: Proof should include value and duration of projects.</b>	40

	Supervisor to be utilized in the execution of the contract, please attach personnel CVs entailing skills (interpersonal, skills, writing and verbal communications) and experience in cleaning/hygiene and training certificates.	15
	Training and skills development plan (Please attach a detailed plan/ programme that the personnel will receive prior commencement of work and for the duration of the contract).	10
	Bidder's Protective clothing in line with the Occupational Health Safety Act (attach uniform pictures with Company Logo and other related protective clothing)	10
<b>2. METHODOLOGY</b>	Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan.	25
<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b>		<b>100</b>

**Bid proposals must score at least 70 out of 100 in respect of functionality in order to qualify for advancement to phase 3 evaluation.** A proposal that scores less than 70 out of 100 will be regarded as submitting a non-responsive proposal/bid and will be disqualified.

- i. Bidders must score at least **70 out of 100** in respect of functionality in order to qualify for advancement to Price evaluation. A bidder that scores less than 70 out of 100 will be regarded as submitting a non-responsive proposal/bid and will be disqualified.
- ii. The Department of Agriculture; Land Reform and Rural Development is an equal opportunity, affirmative action employer. It shows the same commitment to those who wish to provide services to the Department via the procurement process.
- iii. The Department reserves the right not to award the contract or award the contract as a whole to one service provider, or to various service providers.



Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
<b>Firms experience in cleaning or hygiene</b>	Managed less than 2 cleaning projects or hygiene with desirable outcome on project having a value of less than R 500 000.00	Managed 2 cleaning or hygiene projects with desirable outcome, with one project having a value of R501 000 – less than R1m	Managed 3-4 Projects cleaning or hygiene with desirable outcome, and on at least one project having a value between R1m and less than 1.5 m	Managed 5-6 Projects cleaning or hygiene with desirable outcome and on at least one project has a between value of R1.5+ and less than – R3m	Managed 6+ Projects cleaning or hygiene with desirable outcome and on at least one project has a value of R3m and above

<p><b>Supervisor to be utilized in the execution of the contract, please attach personnel CVs entailing skills (interpersonal, skills, writing and verbal communications) and experience in cleaning and hygiene services.</b></p>	<p>1-year experience in both cleaning and hygiene industry</p>	<p>2 years' experience cleaning and hygiene industry</p>	<p>3-4 years' experience cleaning and hygiene industry</p>	<p>5-6 years' experience cleaning and hygiene industry</p>	<p>More than 6 years' experience cleaning and hygiene industry</p>
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<b>Training and skills development plan</b>	No plan at all or irrelevant	Training and skills development plan covering:  -OHS only or less relevant trainings;	Training and skills development plan covering Good:  -First aid;  -OHS;  -Covid-19  - relevant trainings	Training and skills plan covering the areas under Good column (First aid; OHS; Covid-19; relevant trainings and also additional required soft skills such as: Chemical training Interpersonal skills)	Training and skills programme covering over and above items on rating Good and Very Good
<b>Bidder's Protective clothing and SHEQ (Safety Health Equipment's)</b>	No pictures at all	Pictures without company uniforms	Bidders providing pictures with company logo on the following:  Uniform; Safety boots; Safety gloves; Protective Masks	Cautionary boards additional to items on Good	Name Tags additional to Very Good
<b>Methodology</b>	No methodology provided	Information covering only the scope of work.	Roster attached in line with scope of work.	Flexibility plan with scope of work.	Contingency plan with flexibility plan and detailed scope attached.

22.3 **Phase 3: 80/20 principle will be applied in terms of the new Preferential Procurement Regulations 2022, pertaining to the PPPFA Act No. 5 of 2000.** During this phase, bidders will be further evaluated based on 80 points for price and 20 points for preference attaining the specific goals in accordance with the table below:

<u>Specific Goals</u>	<u>Number of Points</u>
Historically Disadvantaged Individuals (HDI)	8
Who is female	5
Who has a disability	2
Who is youth	2
Specific goal: Locality	3

The number of points claimed for specific goals, are calculated as follow:

- i. A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
  - **Percentage ownership equity**  $\times 8 \div 100 =$  number of points claimed.
- ii. A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
  - **Percentage ownership equity**  $\times 5 \div 100 =$  number of points claimed.
- iii. A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
  - **Percentage ownership equity**  $\times 2 \div 100 =$  number of points claimed.
- iv. A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
  - **Percentage ownership equity**  $\times 2 \div 100 =$  number of points claimed.

- v. A maximum of 3 points may be allocated to tenderers for locality, Promotion of Enterprises Located in Western Cape Province.

• **Percentage ownership equity**  $\times 3 \div 100 =$  number of points claimed

Tenders Must Provide One Of The Below:

- A valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s or
- A valid lease agreement from the lessor or
- A letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

### **23. TERMS AND CONDITIONS OF THE PROPOSAL**

- 23.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DALRRD Supply Chain Management general contract conditions.
- 23.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this bid will result in disqualifications.
- 23.3 Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g. buying material and equipment.
- 23.4 The Service Provider's supervisor, who shall be identified in writing to the Departmental representative and empowered to act for him, shall constantly be represented on site during the official working hours. Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. The supervisor must be contactable at all times, preferably to be equipped with a cell phone. Supervisor must ensure that cleaning material is available at all time and that it should be replaced as required.
- 23.5
- 23.6 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.
- 23.7 The Department reserves the right to conduct tests and analyses on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.
- 23.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 23.9 Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded

and that would have an impact on the contract price will be for the account of the service provider.

- 23.10 Should the service provider not comply with any of the conditions contained in this term of reference during the contract period the DALRRD may cancel the contract within one-month notice.
- 23.11 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 23.12 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 23.13 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- 23.14 Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.
- 23.15 In case where the Department decides to move to another office or close some of the offices information will be communicated prior and the Service Provider will need to make provision.

**24. The Department of Agriculture; Land Reform and Rural Development shall:**

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

**25. RESPONSIBILITY OF THE DEPARTMENT**

- 25.1 DALRRD shall provide free of charge all necessary light, water, power, change rooms and other facilities that may be required by the Contractor to perform its services.
- 25.2 Adequate and safe lockable storage for such equipment and materials as the Contractor may deem necessary to leave at the Department's premises from time to time.
- 25.3 Access to the Department's first aid facilities should the need arise.

- 25.4 All necessary documentation as necessary to meet with Departmental Security requirements. All the Contractor's employees to be security classified before being allowed into the site.
- 25.5 Safe access to the premises at all reasonable times in order that the Contractor may carry out its obligations in the terms of the contract.  
Necessary keys will be provided and are to be retained by the Supervisor

## **26. RESPONSIBILITY OF THE CONTRACTOR**

### **The Contractor shall:**

- 26.1 Provide everything necessary for the proper execution of the cleaning works to the due intent of the specification.
- 26.2 Maintain its equipment in good order and OHS compliant.
- 26.3 Ensure that fair labour practises are complied with.
- 26.4 Observe all statutory Conditions of Employment as to wages and other contributions, hours of work, overtime or leave applicable etc. to the Contract Cleaning Industry.
- 26.5 Supply an adequate labour force in order to render an acceptable standard of service to the DALRRD. This labour force is to conduct itself in an efficient and professional manner, and in carrying out their duties, is to keep disturbances to the staff of the building to a minimum.
- 26.6 The supervisor shall attend to any problems or complaints that may arise, and directives given to him / her by the Departmental representatives shall be deemed to be given to the contractor.
- 26.7 Keep the facilities provided clean and tidy.
- 26.8 Conform to laws, Regulations or By Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto.
- 26.9 Comply with Departmental security and emergency regulations and procedures.
- 26.10 Ensure that all staff employed is properly uniformed with identification/name tags.

## **27. OBSERVANCE OF OCCUPATIONAL HEALTH & SAFETY ACT (OHS)**

- 27.1** All prescribed OHS regulations by the Department of labour, Department of Health & Local Authorities having a bearing on the office cleaning contract must be observed meticulously by the successful bidder.
- 27.2** The successful bidder will be compelled to display neat caution signboards of mobile notices, of which the size and design must be clearly visible in areas where his employees are busy working.
- 27.3** The successful bidder shall not use or store any poisonous or highly inflammable substances and other hazardous chemicals on the premises of the client department.

## **28. INCEPTION OF CONTRACT**

The contract will come into effect from the first of the month following the date of acceptance of the successful bidder's bid, and this bidder will render cleaning and hygiene services with effect from that date or a date mutually agreed upon. Bidders must be in a position to introduce their services as outlined above. The contract shall be for a period of two (2) years.

## **29. PERFORMANCE REVIEWS**

- 29.1** In the 6 months of this contract, performance review meetings shall be held monthly and shall be attended by the Facilities Manager and the Service Provider's Cleaning Project Officer and Contract management and thereafter quarterly meetings will be held by the above-mentioned parties.
- 29.2** Agenda items for these meetings shall include a minimum of the following:
- 29.3.1** Discuss required amendments to this Contract.



**29.3.2** Where appropriate agreeing such changes in writing and incorporating such changes into this Contract

**29.3.3** Service Control Information

**29.3.4** Findings of the periodic service checks

**29.3.5** Service cost and /or invoices;

**29.3.6** Performance of the Service Provider.

## **30. ORGANISATIONAL STRUCTURE**

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

## **31. 28. DETAILS OF THE SERVICE PROVIDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT**

The Service Provider should provide full details regarding the Service Providers nearest office to the Premises at which the cleaning Services are to be provided.

## **32. ACCEPTANCE OF SERVICE PROVIDER'S BID**

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

### **33. MANAGEMENT SERVICES**

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

### **34. CONTROL INFORMATION**

The Service Provider shall submit to the DEPARTMENT on a monthly basis the following management information in a format approved by the DEPARTMENT:

- 34.1 Nature and volume of workload
- 34.2 Quality Control Information
- 34.3 Adherence to THE DEPARTMENT Policies and Procedure
- 34.4 Staff training
- 34.5 Service reports detailing compliances with stipulated service levels
- 34.6 Problems reported

### **35. COMPLIANCE REQUIREMENTS**

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

### **36. BREACH AND TERMINATION OF CONTRACT**

- 36.1 DALRRD and the Service Provider shall each appoint a Project Manager and Cleaning Project Officer (CPO) respectively who shall work in close co-operation in order to facilitate the flow of information, solving of problems, accounts, payments etc. between the parties.

- 36.2 The Service Provider must keep to general acceptable accounting practises and will keep all accounting records in respect of rendering of the Cleaning Services.
- 36.3 The accounting period shall run from the 1<sup>st</sup> day until the last day of each month.
- 36.4 The amount claimed monthly from THE DEPARTMENT in respect of the cleaning Services, shall not exceed the amount tendered as per the Financial Summary attached to the tender conditions.
- 36.5 Claims for payment of the monthly fee in respect of the Cleaning Services, must be submitted to the invoice nodal point on the official invoices of the Service Provider's organization.
- 36.6 The Project Manager shall certify as correct, each monthly invoice submitted by the Service Provider for payment.
- 36.7 The Project Manager also has the final responsibility to ensure that the service rendered by the Service Provider Conforms to the specifications of this contract.
- 36.8 It is hereby agreed that payment of accounts received by THE DEPARTMENT in terms of the Services rendered, shall be effected within 30 days after receipt of a correctly completed and certified account. THE DEPARTMENT does not accept responsibility for delays in payment due to faulty accounts being submitted.

### **37. PERSONNEL**

Employees of the Service Provider shall provide the Services.

### **38. LIABILITY**

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

- Any claim in respect of any taxes payable by the Contractor.

- Any claim in respect of the Compensation for Occupational Injuries and Diseases Act 1997 (SA) or for any loss for which the Contractor is liable.
- 
- Any claim in respect of the Occupational Health and Safety Act. Bidders are referred to the written agreement on occupational Health and Safety (W.58) bound into this document.
- Any claim by any third person including any employees of the department or of the Contractor for any loss resulting from any bodily injury and /or damaged to property by an act or omission of the Contractor or any of its employees, servants or agents

### **39. ADDITIONAL SERVICES**

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

### **40. WORK WEEK**

40.1 The Contractor will provide the Department with its service for (5) working days each week, such days from Monday to Friday. Official Departmental working hours are flexible from 7:00 to 16:30 PM.

40.2 Work hours for cleaning contract: 7h00 to 15h00 PM.

40.3 Should services be required outside these hours; these will be performed strictly in accordance with a mutual agreement and such agreement will be in writing.

### **41. CONTRACT SUM ADJUSTMENT**

Any changes in the statutory increase in labour rates or VAT which may come into effect during the term of this contract shall be payable by client and added to the contract Sum. For purpose of this contract, statutory labour cost shall be those applicable to the Contract Cleaning Industry.

The Contractor shall provide documentary proof of such increase to the client with the application for such an increase.

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

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

#### **43. DEFAULT BY CONTRACTOR**

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

#### **44. MONITORING OF SERVICES**

The Administration will appoint a staff member in the building who will monitor the contract on its behalf. The contractor's representative is to accompany the appointed staff member on bi-monthly inspections regarding quality of service rendered, and will also attend to any complaints as when they arise. All such complaints will be delivered to the contractor's representative by the appointed staff member, and are to be attended to within 24 hrs.

Prior to submission of the monthly application for payment in clause 28 above, the Project Manager must certify that the service has been delivered to his satisfaction before the payment is affected.

#### **45. GENERAL**

No departure or breach of or failure to comply with any of the conditions shall be deemed to be a condonation, waiving or ratification of such departure, breach or failure to comply unless such condonation, waiving or non-fulfilment has been agreed to in writing through the agency of the Departmental Bid Committee.

Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the agency of the Departmental Bid Committee.

- 45.1 Should the contractor alienate his rights and liabilities in terms of this contract, he/she must notify the Deputy Director – General: DALRRD immediately so that the necessary steps for the cession of the contract can be taken.**

#### **46. CHANGES IN SCOPE OF CONTRACT**

In the event of any building or section thereof becoming unoccupied or alternatively previously unoccupied areas becoming utilised during the currency of the contract, the Contract Management shall inform the contractor accordingly, so as to cease/start with the service in that particular building.

In the event that the offices need to relocate, this contract may be cancelled.

One (1) months' notice in writing shall be given to the contractor with regards to change in scope.

When the need arises, the contractor will be asked by the Department to quote for that specific job/task.

#### **47. PUBLICATION OF BID DOCUMENT.**

**ADVERT PERIOD:** 21 days

**PUBLICATION DATE:** 27 March 2024 on E- TENDER PORTAL and (DALRRD)

DEPARTMENTAL WEBSITE (Current Tenders)

**CLOSING DATE:** 19 APRIL 2024

**IT IS THE PROSPECTIVE BIDDER'S RESPONSIBILITY TO ENSURE THAT COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP PROPOSALS INSIDE THE BID BOX AS NO WAYBILLS WILL BE SIGNED BY OFFICIALS OF THE DALRRD.**

#### **48. OBTAINABILITY OF BID DOCUMENT**

Bid document will be available upon request through email ; from E-tender Portal and on the Departmental website.

## 49. CONTACT PERSONS

<u>No</u>	<u>Name</u>	<u>Day Contact</u>	<u>Email Address</u>
1	Ms Mpho Mudau and Claire Solomons	021 409 0551	<a href="mailto:mphomudau@dalrrd.gov.za">mphomudau@dalrrd.gov.za</a> \ <a href="mailto:ClaireB@Dalrrd.gov.za">ClaireB@Dalrrd.gov.za</a>
2	Ms. Zodwa Toko	021 809 1609	<a href="mailto:ZodwaT@dalrrd.gov.za">ZodwaT@dalrrd.gov.za</a>