

SSC WC 08 (2019/2020) DRDLR

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: PROVINCIAL SHARED SERVICE CENTRE WESTERN CAPE FOR A PERIOD OF 36 MONTHS.

COMPULSORY CLARIFICATION MEETING:

DATE: 05 AUGUST 2019

VENUE: 14 LONG STREET- CAPE TOWN, 2ND FLOOR BOARDROOM

TIME: 11:00 AM

CLOSING DATE:

DATE: 16 AUGUST 2019

TIME: 11:00 AM

VENUE: BID BOX SITUATED AT NUMBER 14 LONG STREET, CAPE TOWN-SECURITY AREA AT GROUND FLOOR.

TECHNICAL ENQUIRIES : Mr. Sicelo Zwane
TEL : (021) 409 0605
MOBILE : 071 605 7560
EMAIL : sicelo.zwane@drdlr.gov.za

BID RELATED ENQUIRIES : Ms. Thandeka Sibisi
TEL : (021) 409 0362 / 083 288 6442
EMAIL : Thandeka.Sibisi@drdlr.gov.za



rural development & land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Provincial Shared Service Centre: Sub-Directorate: Demand and Acquisition
Management Services: Enquiries: Ms. Thandeka Sibisi: Tel: (021) 409 0526

BID NUMBER: SSC WC 08 (2019/2020) DRDLR

CLOSING TIME: 11H00

CLOSING DATE: 16 AUGUST 2019

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD 1, SBD 2, SBD 3.1, SBD 4, SBD 6.1, SBD 8, SBD9, 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 S ZWANE
DEPUTY DIRECTOR: SUPPLY CHAIN
MANAGEMENT DATE: 17 JULY 2019

MAP TO BIDDER BOX (B BOX)

SSC WC 08 (2019/2020) DRDLR CLOSING DATE: 16 AUGUST 2019 AT 11:00

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

**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 Rural Development & Land Reform
Acquisition Management
(BIDS)
3RD 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**

SUBMIT YOUR BID IN A SEALED ENVELOPE

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM					
BID NUMBER:	SSC WC 08 (2019/2020) DRDLR	CLOSING DATE:	16 AUGUST 2019	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: PROVINCIAL SHARED SERVICE CENTRE WESTERN CAPE FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
14 LONG STREET					
CAPE TOWN					
GROUND FLOOR					
SECURITY AREA AT GROUND FLOOR					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Sicelo Zwane		CONTACT PERSON	Ms. Thandeka Sibisi	
TELEPHONE NUMBER	Tel: 021 409 0605 Mobile: 071 605 7560		TELEPHONE NUMBER	021 409 0362 / 083 288 6442	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Sicelo.Zwane@drdlr.gov.za		E-MAIL ADDRESS	Thandeka.Sibisi@drdlr.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO 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.drdir.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'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

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

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

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

Name of bidder.....	Bid number: SSC WC 08 (2019/2020) DRDLR
Closing Time 11:00	Closing date 16 AUGUST 2019

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

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

The DETAILED PRICING SCHEDULE must be completed IN FULL and the TOTAL BID Price, for the five (5) years must be provided here.

- Required by:
-
- At:
-
- Does the offer comply with the specification(s)? YES/NO
- If not to specification, indicate deviation(s)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
- ** "all applicable taxes" includes value- added tax

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: PSSC WESTERN CAPE FOR A PERIOD OF 36 MONTHS PRICING SCHEDULE

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, see ANNEXURE A.

A. LABOUR RATES

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	QUANTITY REQUIRED	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
SUPERVISOR	R.....	01	36 MONTHS	R.....
CLEANERS	R.....	06	36 MONTHS	R.....
SUBTOTAL COST (EXCL VAT)				R.....

B. CLEANING EQUIPMENTS, MACHINERY AND CLEANING DETERGENTS

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
Leased Equipment and Machinery	R.....	36 MONTHS	R.....
Cleaning Detergents	R.....	36 MONTHS	R.....
			R.....

SUBTOTAL COST (EXCL VAT)

C. HYGIENE SERVICES AND REPLENISHMENT

HYGIENE SERVICE TASK DESCRIPTION	MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
SUPPLY, INSTALLATION AND MAINTENANCE OF SANITARY DISPOSAL BINS (30 bins weekly replenishment of plastic bins & Removal of waste.)	R.....	36 MONTHS	R.....
SUPPLY , INSTALLATION, MAINTAINANCE AND REPLENISHMENT OF SANITARY BAGS DISPENSER (30 dispensers for 30 per box + Monthly replenishment)	R.....	36 MONTHS	R.....
SUPPLY, INSTALLATION , MAINTAINANCE AND REPLENISHMENT OF TOILET SANITIZER DISPENSER (30 seat sanitizer holder + bi Monthly replenishment of 250ml)	R.....	36 MONTHS	R.....
SUPPLY, INSTALLATION , MAINTAINANCE AND REPLENISHMENT OF HAND SANITIZER DISPENSER (12) sanitizer holder + weekly replenishment of 250ml	R.....	36 MONTHS	R.....

<p>REPLENISHMENT OF HAND WASH LIQUID SOAP DISPENSER</p> <p>(12 dispensers + hand wash liquid soap Bi-Monthly replenishment 250ml)</p>	R.....	36 MONTHS	R.....
<p>SUPPLY, INSTALLATION, MAINTAINANCE AND REPLENISHMENT OF AUTOMATIC AIR FRESHENER DISPENSER (12 dispensers + Monthly replenishment 275ml x 4)</p>	R.....	36 MONTHS	R.....
<p>SUPPLY,INSTALLATION,MAINTAINANCE AND REPLENISHMENT OF PAPER TOWEL DISPENSER (12 Dispensers + paper towels weekly replenishment of 500 sheets)</p>	R.....	36 MONTHS	R.....
<p>REPLENISHMENT OF TOILET PAPERS (Daily replenishment of 90 toilet papers of 1 ply)</p>	R.....	36 MONTHS	R.....
<p>SUPPLY AND REPLENISHMENT OF URINAL MATS</p> <p>(24 Urinal mats + bi-monthly 2 months replenishment)</p>	R.....	36 MONTHS	R.....
<p>TOTAL COST EXC VAT</p>			R.....

SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST FOR THE PROJECT
A. TOTAL COST FOR LABOUR RATES	R.....
B. TOTAL EQUIPMENT, MACHINERY AND DETERGENTS	R.....
C. TOTAL COST FOR HYGIENE SERVICES	R.....
D. OTHER (e.g. Profit, Operational Costs, etc.)	R.....
E. VAT @ 15%	R.....
F. TOTAL BID PRICE ALL INCLUSIVE	R.....

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c)

“B-BBEE status

level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: . = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name

of

company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in

addition to any other remedy it may have –

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

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

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

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

SUPPLIER MAINTENANCE:

BAS PMIS LOGIS WCS CONTRACTOR
CONSULTANT

Head Office Only

Captured By: _____	
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries: _____	
Tel. No.:	_____

OFFICE:

The Director General : DEPT OF RURAL DEVELOPMENT AND LAND REFORM

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

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

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

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____

Postal and Street Address Detail of the Company / Individual

Postal Address	_____
Street Address	_____
Postal Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

New Detail

New Supplier information Update Supplier information

Supplier Type:	<input type="checkbox"/> Individual	<input type="checkbox"/> Department	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Company	<input type="checkbox"/> Trust	
	<input type="checkbox"/> CC	<input type="checkbox"/> Other (Specify)	<input type="text"/>
Department Number	<input type="text"/> <input type="text"/>		



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 RURAL DEVELOPMENT AND LAND REFORM: PROVINCIAL SHARED SERVICE CENTRE WESTERN CAPE FOR A PERIOD OF 36 MONTHS.

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 Rural Development and Land Reform: Provincial Shared Service Centre Western Cape for a period of 36 months.

2. INTRODUCTION AND BACKGROUND

The Department of Rural Development & Land Reform (DRDLR) 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 14 LONG STREET OFFICE BUILDING

Building	: 14 Long Street
No. of Occupants	: +- 320
Type	: Office building
No. of floors	: 06
No. of Toilet Rooms	: 10
No. of toilet cubicles	: 32
No. of urinals	: 15
No. of kitchens	: 06
No. of hand basins	: 32
No. of pause rooms	: 01
No. of open-plan rooms	: 07
No. of offices	: 104
No. of Store rooms/Registry	: 04/7
No. of boardrooms/meeting rooms	: 08
No. of office waste bins	: +-260
No. of recycling waste WOW boxes	: 04

4. CONTRACT PERIOD

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

5. MINIMUM CLEANER REQUIREMENT

5.1 A minimum of 6 Cleaners and 1 on site Supervisor required for all these seven (07) full time cleaning team including supervisor:

- To have Six (06) full time cleaners (total 6) (1st, 2nd, 3rd, 5th, 6th, and 8th floor).
- One (1) supervisor for all 06 cleaners

Number of Cleaners	1 per floor
Size of cleaner staff complement	6, excluding supervisor
No of on-site cleaner foreman/supervisor (relief cleaner)	1
Total number of contract cleaners on premises	7, including supervisor

The cleaners should have obtained a SETA recognized National Certificate in Hygiene & Cleaning at NQF Level 1 competency certification (proof to be attached).

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 (certified certificates not older than 6 months to be attached). The supervisor must have the ability to read and write and should be able to converse fluently in English.

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 if necessary the contractor will be responsible to supply the supervisor with a cellphone.

6. AREA(S) TO BE SERVICED

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

AREA	SIZE(m ²)
General office space & passages	± 5900 m ²
Entrance foyer and lobbies	Included
Toilets	Included
Kitchen/Kitchenettes	Included
Storerooms	Included
Total Area	± 5900 m ²

7. TOILETRIES

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.

PRODUCTS	SPECIFICATION	MINIMUM USAGE PER MONTH
Toilet paper	Accordance with SABS 648 and white in color.	2000 rolls. Uninterrupted daily supply
Disposable hand towels	HI-Dry Reflex single Ply type.	Roller pack per toilet. Uninterrupted daily supply
Urinals	Urinal mats.	Uninterrupted daily supply
Toilets	To have toilet fresheners and sanitizer refill (Fitted) in each toilet.	Uninterrupted daily supply
Liquid soap Per Toilet (Container Fitted)	SABS 1828	Uninterrupted daily supply
Sanitary wipes	To be in accordance with SABS	Uninterrupted daily supply
Kitchen Soap	To be in accordance with SABS	Uninterrupted daily supply
Refusal bags (office Bins)	To be in accordance with SABS	Uninterrupted daily supply
Refusal bags (Kitchen Bins)	To be in accordance with SABS	Uninterrupted daily supply

8. WARNING 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.

9. WINDOW CLEANING

The contractor must be fully equipped to clean the windows on the inside of the building once a month.

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.

9.1 CLEANING SERVICE TASK DESCRIPTION

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

AREA / FACILITY	Daily	Twice daily	Weekly	Monthly	Exceptions to frequency cleaning
carpet floor					
Wipe down walls, doors, cupboard and furniture			X		
Dust/Wipe/Clean and disinfect light fittings				X	Dry cloth to be used.
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 Security area/Reception desk	X				
Empty/Clean and disinfect waste paper bins		X			
Vacuum Carpet and chairs.			X		Once a week/As the need arise
OFFICES, CUBICLES ROOMS, OPEN PLANS WORK STATIONS					
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				

AREA / FACILITY	Daily	Twice daily	Weekly	Monthly	Exceptions to frequency cleaning
Scrub/Clean and disinfect tiled and carpet floor				X	
Wipe/Clean and disinfect doors (internally and externally)	X				
Clean and disinfect telephone instruments.			X		
Refusal bags (office Bins)	X				
Dust/Wipe/Clean and disinfect computers and equipment.			X		
Dust/Wipe/Clean all high ledges, fittings and door handles			X		
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 (low and high)			X		
Empty/Clean and disinfect waste paper bins		X			First in the morning and midday
Wash and disinfect waste bins			X		
Dust/Wipe/Clean curtains, blinds			X		
Vacuum Curtains/blinds			X		

AREA / FACILITY	Daily	Twice daily	Weekly	Monthly	Exceptions to frequency cleaning
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	
BOARD ROOMS, CONSULTING ROOMS, COMMITTEE ROOMS					
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 waste bins			X		

AREA / FACILITY	Daily	Twice daily	Weekly	Monthly	Exceptions to frequency cleaning
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	Initially at the start of Contract and then every quarterly.
TOILETS / RESTROOMS PER FLOOR					
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 cleanliness.	X				
All toilets to have checklist that		X			Supervisor to ensure that the toilets

AREA / FACILITY	Daily	Twice daily	Weekly	Monthly	Exceptions to frequency cleaning
needs to be signed after each inspection					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				
Refusal bags	X				
Deep cleaning of Toilets and surrounding area.				X	Initially at the start of the Contract and Quarterly.
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			
Wipe and clean mirrors	X				
Wipe down/clean and disinfect walls, doors and partitions	X				
Dust/Wipe/Clean and disinfect lights				X	Feather Dust.

AREA / FACILITY	Daily	Twice daily	Weekly	Monthly	Exceptions to frequency cleaning
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		
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
Dust/Wipe/Clean and disinfect		X			

AREA / FACILITY	Daily	Twice daily	Weekly	Monthly	Exceptions to frequency cleaning
picture frames					
Deep clean rest rooms				X	Initially at the start of Contract and then every quarterly.
KITCHEN					
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				
Wipe/Clean and disinfect appliances	X				
Defrosting of fridges				X	
Wash/Clean and disinfect kitchen zinc		X			

AREA / FACILITY	Daily	Twice daily	Weekly	Monthly	Exceptions to frequency cleaning
Deep clean kitchen				X	Initially at the start of Contract and then every six months.
WINDOWS					
Dust/Wipe/Clean window sills/blinds	X				
Wash/Clean windows on the inside			X		
Clean main entrance foyer glass windows internally	X				
Inter-office windows e.g. conference rooms, etc.			X		
CORRIDORS / PASSAGES					
Vacuum carpets/Cleaning tiles	X				
Deep clean corridors and passages				X	Initially at the start of Contract and then every quarterly.
Remove Stains			X		
Sweep tiled/carpet floor	X				
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				

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

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

10.1 Materials and consumables

The Service Provider shall:

- 10.1.1 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. These consumables and cleaning materials shall be provided and managed at the Service Provider's cost.
- 10.1.2 Ensure that its personnel are properly trained in the safe and effective use of all cleaning materials and consumables.

10.2 Equipment

The Service Provider shall:

- 10.2.1 Provide all cleaning and hygiene equipment required to provide the services.
- 10.2.2 Ensure that all equipment used in the provision of the services are reasonably noise restricted as to avoid any interruptions.
- 10.2.3 Ensure that the equipment used in the provision of the services is compliant with all applicable laws and regulations
- 10.2.4 Ensure that its personnel are properly trained in safe and effective use of the equipment.

10.3 Service times

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

10.4 Processes and Procedures

10.4.1 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.

10.4.2 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.

11. PERFORMANCE MANAGEMENT

Service Provider shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services.

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

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. Management staff should ensure that timesheets are completed with the necessary signed daily schedules in place as part of their portfolio of evidence.

11.1 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.

11.2 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.

12. REPORTING LINES

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.

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

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.

13. 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 may result in automatic disqualification from the bidding process.

14. 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.

15. PROPOSAL REQUIREMENTS

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

16. PRE-QUALIFICATION CRITERIA

Only Bidders registered as B-BBEE Status level 1 to 4 contributors will be considered for this bid, as per the Preferential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation.

Bidders are required to submit proof of B-BBEE Status Level of contributor or a sworn affidavit in terms of the codes of good practice.

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

For tenderers other than EMEs (Exempted Micro Enterprises)

(i) Verification agencies accredited by SANAS; or

For tenderers who qualify as EMEs

(i) Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

With the exception of EMEs and QSEs who are required to submit sworn affidavit in terms of Codes of good practice. Institutions must acquaint themselves with proof of B-BBEE as may be issued by the Department of Trade and Industry (DTI) from time to time.

17. MANDATORY REQUIREMENTS

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

17.1 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. Successful bidder will be required to submit proof of registration at the signing of the contract.

17.2 Public Liability Insurance Minimum R2 000, 000.00. Proof of quotation obtainable from any insurance companies or any other relevant proof must be attached.

17.3 Sanitary waste removal management certificate or proof of quotation from the service provider who will collect and remove sanitary waste, obtainable from the waste removal company or proof that the bidder will render this service on its own and ensure that it is inclusive in the bid price. Certification for the disposal of sanitary bin contents in accordance with the National Environmental Management Waste Act and the City of Cape Town Environmental by law No 13333 P.G.E No 6041, Part 3 (30 June 2003).

- 17.4 Unemployment Insurance Fund. Proof of registration or letter for tender purposes or letter of good standing obtainable from the Department of Labour must be attached.
- 17.5 Compliance to sectorial determination wage labour rates as per the Department of Labour's regulations.
- 17.6 Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.
- 17.7 Only duly authorised signatories must sign the original and all copies of the bid offer where required.
- 17.7.1 In the case of a ONE-PERSON CONCERN submitting a bid, this shall be clearly stated on the company letter head.
- 17.7.2 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.
- 17.7.3 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.
- 17.7.4 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.
- 17.7.5 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.

17.8 Compliance with all Tax Clearance requirements:

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

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

17.8.3 Where the bidder forms a consortium or a joint venture or is sub-contracting, written proof of the contract must be attached.

Failure to attach proof of a consortium, joint venture or a subcontracting agreement will lead to disqualification.

17.9 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.

17.9.1 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 as proof thereof.

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

17.11 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.

18. BID CONDITIONS

18.1 Apart from any Special Conditions stipulated in this bid, the General Conditions of Contract (GCC) shall also apply;

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

19. TERMS AND CONDITIONS

a. General Contract Conditions (GCC);

b. Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity;

c. Authority of Signatory

d. SBD1: Invitation to Bid;

- e. SBD 2: Tax Clearance requirements
- f. SBD 3.1: Pricing Schedule - Firm Prices (Purchase);
- g. SBD 4: Declaration of Interest;
- h. SBD 6.1: Preference Points Claim Form

20. EVALUATION CRITERIA

20.1 Bid proposals that meet all the requirements of these Terms of Reference, will be evaluated in accordance with the PPR2017, being regulations formulated under the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

20.2 Bid proposals will be evaluated in three phases. Phase One be **Pre-qualification and Mandatory requirements and Mandatory requirements** are specified in paragraph 16 and 17 above. Phase two will be an evaluation of functionality. Phase three will be an evaluation based on the 80/20 preference points system.

Failure to meet the requirements and submission of the required documents with the proposal will automatically disqualify the bidder’s proposal.

- **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
1. ABILITY AND CAPABILITY	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) NB: Proof should include value and duration of projects.	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
2. METHODOLOGY	Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan.	25
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

Bid proposals must score at least 60 out of 100 in respect of functionality in order to qualify for advancement to phase 3 evaluation. A proposal that scores less than 60 out of 100 will be regarded as submitting a non-responsive proposal/bid and will be disqualified.

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Firms experience in both cleaning and hygiene	Managed less than 2 cleaning and hygiene projects with desirable outcome on project having a value of less than R 500 000.00	Managed 2 cleaning and more hygiene projects with desirable outcome, with one project having a value of at least 1 Million.	Managed 3-4 Projects cleaning and hygiene with desirable outcome, and on at least one project having a value of R 1-1.5 Million	Managed 5-6 Projects cleaning and hygiene with desirable outcome and on at least one project has a value of R1.5 Million-R 2 Million.	Managed over 6 Projects cleaning and hygiene with desirable outcome and on at least two projects having a value above R2 Million each.
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.	1 year experience in both cleaning and hygiene industry	2 years' experience cleaning and hygiene industry	3-4 years' experience cleaning and hygiene industry	5 years' experience cleaning and hygiene industry	More than 5 Years' experience cleaning and hygiene industry

Training and skills development plan	No plan at all or irrelevant	Training and skills development plan covering: -OHS only or less relevant trainings;	Training and skills development plan covering: -First aid; -OHS; -relevant trainings	Training and skills plan covering the areas under Very Good (First aid; OHS; 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
Bidder's Protective clothing and SHEQ (Safety Health Equipments)	No pictures at all	Pictures without company uniforms	Bidders providing pictures with company logo on the following: Uniform; Safety boots; Safety gloves;	Protective masks additional to items on Good	Cautionary boards additional to Very Good
Methodology	No information	Information covering only the scope of work	Roster attached in line with scope of work.	Flexibility plan included additional to Good column	Contingency plan attached additional to Very Good column

- **Phase 3: 80/20 principle will be applied in terms of the new Preferential Procurement Regulations 2017, 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 attaining the B-BBEE Status Level of Contributor in accordance with the table below:

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

In order to claim the B-BBEE Status Level of Contributor points, bidders must submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agency/s by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids to substantiate their B-BBEE rating claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are

non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.

The Department of Rural Development and Land Reform 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.

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

- a. Bidders must score at least 60 out of 100 in respect of functionality in order to qualify for advancement to Price evaluation. A bidder that scores less than 60 out of 100 will be regarded as submitting a non-responsive proposal/bid and will be disqualified.
- b. The Department of Rural Development and Land Reform 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.
- c. 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.

21. TERMS AND CONDITIONS OF THE PROPOSAL

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

- 21.2 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.
- 21.3 In cases where company, partnership or close corporation commences business for the first time or either don't have capital; the following particulars must be furnished
- 21.3.1 Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g. buying material and equipment.
- 21.4 The Service Provider's supervisor, who shall be identified in writing to the Departmental representative and empowered to act for him, shall constantly be represent 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.
- 21.5 The Service Provider must arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/ letter of intent. Premiums must be paid monthly after the award for the duration of the project failure to comply the Department will reserve the right to pay the premiums and to deduct such payments from money owed by the contractor.
- 21.6 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.
- 21.7 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.

- 21.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 21.9 Proof of quotations or any other documents is required for Public Liability Insurance and Sanitary waste removal for bidding process, however proof of registration or contract/ agreement **must** be submitted by the successful bidder within the period of seven days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.
- 21.10 In a case where a bidder does not have registered employees under his/her name a letter to tender must be attached to avoid disqualification (obtainable from Department of Labour), however proof of registration **must** be submitted by the successful bidder within the period of seven days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.
- 21.11 Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 21.12 Should the service provider not comply with any of the conditions contained in this terms of reference during the contract period the DRDLR may cancel the contract within one month notice.
- 21.13 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 21.14 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 21.15 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.

21.16 Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.

21.17 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.

21.18 The Department of Rural Development and Land Reform shall:

21.18.1 Conduct business in a courteous and professional manner with the Service Provider.

21.18.2 Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.

21.18.3 Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.

21.18.4 The DRDLR 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.

22. RESPONSIBILITY OF THE DEPARTMENT

22.1 DRDLR 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.

22.2 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.

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

22.4 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

22.5 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.

23. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall:

- 23.1 Provide everything necessary for the proper execution of the cleaning works to the due intent of the specification.
- 23.2 Maintain its equipment in good order and OHS compliant.
- 23.3 Ensure that fair labour practises are complied with.
- 23.4 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
- 23.5 Supply an adequate labour force in order to render an acceptable standard of service to the DRDLR. 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.
- 23.6 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.
- 23.7 Keep the facilities provided clean and tidy.
- 23.8 Conform to laws, Regulations or By Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto
- 23.9 Comply with Departmental security and emergency regulations and procedures.
- 23.10 Ensure that all staff employed is properly uniformed with identification/name tags.

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

- 24.1 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.

- 24.2 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.
- 24.3 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.

25. INCEPTION OF CONTRACT

- 25.1 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 three (3) years.

26. PERFORMANCE REVIEWS

- 26.1 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.
- 26.2 Agenda items for these meetings shall include a minimum of the following:
- 26.2.1 Discuss required amendments to this Contract.
 - 26.2.2 Where appropriate agreeing such changes in writing and incorporating such changes into this Contract
 - 26.2.3 Service Control Information
 - 26.2.4 Findings of the periodic service checks
 - 26.2.5 Service cost and /or invoices;
 - 26.2.6 Performance of the Service Provider

27. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the Service Provider being a partnership, Close Corporation or a company, an affidavit reflecting the names, identity numbers and address of the partners, members or Directors (as the case may be) must be submitted with the bid documentation together with a copy of the latest audited financial statements.

28. 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.

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

- 29.1 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.
- 29.2 In order to ensure the effective provision of the Cleaning Services the Service provider i.e. required establishing and for the duration of the contract, maintains an office in Cape Town from where the Cleaning Services are to be provided.
- 29.3 If the Service provider does not have an office situated on the Cape Peninsula, it is imperative that the Service Provider establishes an office on the Cape Peninsula immediately after being awarded the contract.
- 29.4 The Service Provider is required to submit a written undertaking to this effect which must be provided on the form attached.

30. ACCEPTANCE OF SERVICE PROVIDER'S BID

- 30.1 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.

31. 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.

32. 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:

- 32.1 Nature and volume of workload
- 32.2 Quality Control Information
- 32.3 Adherence to THE DEPARTMENT Policies and Procedure
- 32.4 Staff training
- 32.5 Service reports detailing compliances with stipulated service levels
- 32.6 Problems reported

33. COMPLIANCE REQUIREMENTS

- 33.1 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.
- 33.2 The cleaning services should be provided 100% (One Hundred Percent) in accordance with the agreed frequencies stipulated above.

34. BREACH AND TERMINATION OF CONTRACT

- 34.1 DRDLR 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.
- 34.2 The Service Provider must keep to general acceptable accounting practises and will keep all accounting records in respect of rendering of the Cleaning Services.
- 34.3 The accounting period shall run from the 1st day until the last day of each month.
- 34.4 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.
- 34.5 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.
- 34.6 The Project Manager shall certify as correct, each monthly invoice submitted by the Service Provider for payment.
- 34.7 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.
- 34.8 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.

35. PERSONNEL

Employees of the Service Provider shall provide the Services.

36. 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:

- 36.1 Any claim in respect of any taxes payable by the Contractor.
- 36.2 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.
- 36.3 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.
- 36.4 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

37. 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.

38. WORK WEEK

- 38.1 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.
- 38.2 Work hours for cleaning contract: 7h00 to 15h00 PM.
- 38.3 Should services be required outside of clause 34 above these will be performed strictly in accordance with a mutual agreement and such agreement will be in writing.

39. CONTRACT SUM ADJUSTMENT

- 39.1 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.
- 39.2 The Contractor shall provide documentary proof of such increase to the client with the application for such an increase.

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

- 40.1 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.
- 40.2 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.

41. DEFAULT BY CONTRACTOR

- 41.1 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.
- 41.2 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 contact , 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.

- 41.3 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.

42. MONITORING OF SERVICES

- 42.1 The Administration will appoint a staff member in the building who will monitor the contract on its behalf. The contractors 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.
- 42.2 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.

43. GENERAL

- 43.1 No departure or breech 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.
- 43.2 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.
- 43.3 **Should the contractor alienate his rights and liabilities in terms of this contract, he/she must notify the Deputy Director – General:**

DRDLR immediately so that the necessary steps for the cession of the contract can be taken.

44. CHANGES IN SCOPE OF CONTRACT

- 44.1 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.
- 44.2 In the event that the offices need to relocate, this contract may be cancelled.
- 44.3 One (1) months' notice in writing shall be given to the contractor with regards to change in scope.
- 44.4 When the need arises, the contractor will be asked by the Department to quote for that specific job/task.

45. PUBLICATION OF BID DOCUMENT.

ADVERT PERIOD: 21 days

PUBLICATION DATE: 26 JULY 2019 on GOVERNMENT TENDER BULLETIN, E- TENDER PORTAL and (DRDLR) DEPARTMENTAL WEBSITE (Current Tenders)

CLOSING DATE: 16 AUGUST 2019

46. OBTAINABILITY OF BID DOCUMENT

Bid document will be available upon request through email from lincoln.mathebula@drdlr.gov.za and published on the Departmental website.

47. CONTACT PERSONS

<u>No</u>	<u>Name</u>	<u>Day Contact</u>	<u>Email Address</u>
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1	Ms. Thandeka Sibisi	021 409 0362	Thandeka.sibisi@drdlr.gov.za
2	Ms. Boniswa Mkhize	021 409 0518	boniswa.mkhize@drdlr.gov.za
3	Mr. Sicelo Zwane	021 409 0605	sicelo.zwane@drdlr.gov.za

ANNEXURE A

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR

NO. 26

23 JANUARY 2019

BASIC CONDITIONS OF EMPLOYMENT ACT, NO 75 OF 1997**AMENDMENT OF SECTORAL DETERMINATION 1: CONTRACT CLEANING SECTOR,
SOUTH AFRICA**

I, Mildred Neliswe Oliphant, Minister of Labour, in terms of section 56(1) of the Basic Conditions of Employment Act, No 75 of 1997, hereby amend Sectoral Determination 1: Contract Cleaning Sector, South Africa, published under Government Gazette No. 41326 of 15 December 2017, in accordance with the schedule hereto and fix 01 February 2019 as the date on which this amendment shall become binding.


 M N OLIPHANT, MP
 MINISTER OF LABOUR

Date: 18/01/2019

**UMTHETHO WEZIMISELO EZIYISISEKELO EMISEBENZINI,
OKUNGUNOMBOLO 75 KA 1997****UKUCHIBIYELWA KOSHINTSHO KWESINQUMO SOMKHAKHA KANOMBOLO 1:
UMKHAKHA WEMBONI YOSIZO LOKUHLANZA, ENINGIZIMU NE AFRIKA**

Mina, Mildred Neliswe Oliphant, uNgqongqoshe Wezabasebenzi, ngokwesigaba 56(1) soMthetho Wezimiselo Eziyisisekelo Emisebenzini, kaNombolo 75 ka 1997, ngazisa ngokushicilelwa koshintsho Emkhakheni ka Nombolo 1: Umkhakha wemboni yosizo lokuhlaza, eNingizimu Ne Afrika, eshicilelwe ngaphansi kwesaziso sikhulumeni sikaNombolo 41326 ngomhlaka 15 kuZibandlela 2017 ngokomgomo wezokulungiswa okhishwe ngomhlaka 01 uNhlolanja 2019 njengosuku elabekelwa ukuqala koshintsho.


 M N OLIPHANT, MP
 UNGQONGQOSHE WEZABASEBENZI

Usuku: 18/01/2019

Schedule:

1. Substitute clause 3(1) as reflected in Government Gazette No. 41326 of 15 December 2017 with the following:

- 3 **Remunerations**

- 1) With effect from 01 February 2019 an employer shall pay a contract cleaning worker at least the minimum wage prescribed in the schedule.

SECTORAL DETERMINATION 1: CONTRACT CLEANING SECTOR, SOUTH AFRICA**WAGES TABLE:**

TABLE 1: Minimum hourly rates for Contract Cleaning employees					
Area A		Area B		Area C	
Metropolitan Councils: City of Cape Town, Greater East Rand Metro, City of Johannesburg, Tshwane and Nelson Mandela.		All Areas In KwaZulu-Natal <i>NB: Conditions of employment for KwaZulu-Natal areas shall be subjected to the agreement concluded in the Bargaining Council for the Contract Cleaning Service Industry kwaZulu-Natal (BCCCI) published in the Government Gazette No. 38468 dated 13 February 2015.</i>		In the rest of the RSA	
Local Council: Emfuleni, Merafong, Mogale City, Metsimaholo, Randfontein, Stellenbosch, Westonaria					
Period	Rate per hour	Rate per hour	Rate per hour	Period	Rate per hour
01/02/2019 to 31/01/2020	R22.00	01/02/2019 to 31/01/2020	R22.20	01/02/2019 to 31/01/2020	R20.07