agriculture, land reform
& rural development
Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Free State Shared Service Centre, Private Bag X 20803, Bloemfontein, 9300
Enquiries: MR G.G MATSHE Telephone (051) 4004200 Fax: (086) 621 2283

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

BID NO : DALRRD-CLEAN-02-BTHL (2022/2023)
COMPULSORRY BRIEFING SESSION: N/A **TIME: 11:00 am**
CLOSING DATE : 04/11/2022 **TIME: 11:00 am**

APPOINTMENT OF SERVICE PROVIDER FOR RENDERING STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, THABO MOFUTSANYANA DISTRICT OFFICE, BETHLEHEM FOR A PERIOD OF THIRTY SIX (36) MONTHS.

BID PROPOSAL RECEIVED AFTER CLOSING DATE AND TIME ARE LATE AND WILL NOT BE ACCEPTED FOR CONSIDERATION.

N.B: SUPPLIERS ARE ADVISED TO REGISTER ON CSD- www.csd.gov.za

Kindly furnish us with proposal for services shown on the attached documents.

1. Attached please find the SBD1, SBD2, SBD 3.3, SBD 4, SBD 6.1, SBD 8, SBD9, ToR, and GCC.
2. If you are a sole agent or sole supplier, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your quotation price may be gauged, this information will be treated as strictly confidential.
3. All the documents accompanying this quotation invitation must be completed in detail where applicable and returned with your quotation.
4. Please make sure that your quotation reaches this office before the closing time.
5. When submitting your quotation, the following information must appear on the sealed envelope:-

   (i) Name and address of bidder. (ii) Bid Number (iii) Closing Date.

This envelope can be placed in the bid/tender box on entrance ground Floor 136 SA Eagle Building, Maitland Street, Bloemfontein 9300.

OR

If posted, place the afore-mentioned envelope in a covering envelope addressed as follows:-

Quotations, Rural Development and Land Reform Bloemfontein Office: Private Bag X 20803 Bloemfontein 9300).

Yours faithfully,

SIGNED

MR.C MAMPA
DEPUTY DIRECTOR: SCM
FREE STATE PROVINCIAL SHARED SERVICE CENTRE
DATE: 13/11/2022

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	DALRRD-CLEAN-02-BTHL (2022/2023)	CLOSING DATE:	04/11/2022	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR RENDERING STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, THABO MOFUTSANYANA DISTRICT OFFICE, BETHLEHEM FOR A PERIOD OF THIRTY SIX (36) MONTHS.				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

136 SA EAGLE BUILDING
CHARLOTTE MAXEKE STREET
BLOEMFONTEIN
GROUND FLOOR

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		OR CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

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

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED	**ALL**	**TOTAL BID PRICE (INCLUSIVE OF VAT AND ALL HIDEN COSTS)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	DRDLR	CONTACT PERSON	MS K. KETHUPILWE
CONTACT PERSON	MR GG MATSHE	TELEPHONE NUMBER	051 400 4200
TELEPHONE NUMBER	051 400 4200	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Keneilwe.kethupilwe@dalrrd.gov.za
E-MAIL ADDRESS	Gladman.matshe@dalrrd.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

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

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

TAX CLEARANCE CERTFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable option ..... Tenders ☐ Good standing ☐

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

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

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

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent

Date

Name of representative/ agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/ Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...

   As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

DALRRD-CLEAN-02-BTHL (2022/2023):

APPOINTMENT OF SERVICE PROVIDER FOR RENDERING STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, THABO MOFUTSANYANA DISTRICT OFFICE, BETHLEHEM FOR A PERIOD OF THIRTY SIX (36) MONTHS.

PRICING SCHEDULE
(Cleaning Services)

NAME OF BIDDER: ..... BID NO.: **DALRRD-CLEAN-02-BTHL (2022/2023)**

CLOSING DATE: 04/11/2022 TIME: 11H00

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

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

TOTAL BID PRICE (INCLUSIVE OF VAT) R.....

A. CLEANERS:

NO.	DESCRIPTION	QTY	WAGE PER PERSON PER MONTH	WAGE PER QUANTITY REQUIRED	CONTRACT DURATION	SUB-TOTAL PRICE
1.	Working Supervisor	01	R.....	R.....	36 MONTHS	R.....
2.	Cleaners	03	R.....	R.....		R.....
TOTAL PRICE						R.....

Bid Initials .....
Bid's Signature.....
Date:.....

Name of Bidder: .....

APPOINTMENT OF SERVICE PROVIDER FOR RENDERING STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, THABO MOFUTSANYANA DISTRICT OFFICE, BETHLEHEM FOR A PERIOD OF THIRTY SIX (36) MONTHS.

[SBD 3.3]

B. SCOPE OF WORK:

NO.	ACTIVITIES (AS PER SCOPE OF WORK, TASK DESCRIPTION AND FREQUENCY)	COST PER MONTH	CONTRACT DURATION	SUB-TOTAL PRICE
A.	OFFICES, BOARDROOMS/ MEETING ROOMS	R.....	36 MONTHS	R.....
B.	CLEANING OF ENTRANCES, PASSAGES AND COUNTERS	R.....		R.....
C.	KITCHEN	R.....		R.....
D.	SANITARY DISPOSAL BINS (SHE –BINS) 3 WOMEN CUBICLES	R.....		R.....
E.	SEAT WIPES (06 CUBICLES)	R.....		R.....
F.	HANDWASH LIQUID SOAP AND DISPENSERS- 1: MALE & 1: FEMALE (02- TOILETS)	R.....		R.....
G.	AUTOMATIC AIR FRESHNER 1: MALE & 1: FEMALE (02- TOILETS)	R.....		R.....
H.	SUPPLY OF PEE MAT (2 Urinal basins)	R.....		R.....
I.	TOILET CLEANING: 02 TOILETS (1- FEMALE AREA & 1- MALE AREA)	R.....		R.....
J.	SUPPLY OF TOILET PAPER (DOUBLE PLY- 350 SHEETS)- 04 BALES PER MONTH- EACH CONTAINING 48 ROLLS. *INCLUDE HOLDER AS PER TERMS (TOR).*	R.....		R.....
K.	HAND DRYER TO BE PLACED IN TOILETS (1 IN MALE & 1 IN FEMALE TOILETS)	R.....		R.....
L.	SUPPLY, INSTALL AND MAINTAIN AUTOMATIC HAND SANITIZER DISPENSORS (02)- SUPPLY IS ONCE OFF, MAINTAIN AND REPLENISH SANITIZER FOR CONTRACT PERIOD (2nd floor and 3rd Floor)	R.....		R.....

Bid Initials .....
Bid's Signature.....
Date:.....

M.	SUPPLY INSTALL AND MAINTAIN WASTE DISPOSAL BIN (01) WASTE BIN SHOULD BE OF GOOD QUALITY- PARTICULARLY FOR DISPOSABLE MASKS AND GLOVES.	R.....		R.....
SUB-TOTAL (A-M OVER 36 MONTHS)				R.....
VAT @ 15%				R.....
TOTAL PRICE				R.....

NB: All unit cost must be inclusive of all hidden costs and profit, including delivery cost to site.

C. SUMMARY:

NO.	DESCRIPTION	QTY	CONTRACT DURATION	SUB-TOTAL PRICE
1.	Cleaners (**Total cost of Cleaners**)	04	36 MONTHS	R.....
2.	Scope of work (**Total Price- Inclusive of 15% VAT**)	A-M		R.....
TOTAL BID PRICE				R.....

NB: Total bid price must be carried to SBD 1 of the bid document.

Any enquiries regarding bidding procedures may be directed to the –
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
PRIVATE BAG X 20803
BLOEMFONTEIN
9300

Query	Name	Contact Details
Technical	Ms. KENEILWE KETHUPILWE	(051) 400 4200/ 072 7204 535 keneilwe.kethupilwe@dalrrd.gov.za
Bid related	Mr GLADMAN MATSHE Ms PALESA LETHOLA	gladman.matshe@dalrrd.gov.za palesa.lethola@dalrrd.gov.za (051) 400 4200

Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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 questions must be completed and submitted with the bid.**

2.1. The names of all directors / trustees / shareholders[2] / members/individuals, their individual identity numbers, tax reference numbers to inserted in the table below. If applicable, employee / PERSAL numbers must be indicated in the last column.

Full Name	Position held (shareholder, director, trustee, member, individual etc.)	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

If space provided is insufficient, details as specified above can be attached, however, this must be clearly indicated in this table

[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.

2.2.	Full names of bidder or his or her representative:	
2.3.	Identity Number:	
2.4.	Position occupied in the Company (Director, trustee, shareholder, member)	
2.5.	Registration number of company, enterprise, close corporation, partnership, agreement or trust	
2.6.	Tax reference number:	
2.7.	VAT Registration number:	
2.8.	Are you or any person connected with the bidder presently employed by the state? **Kindly mark the applicable answer with a tick √.** If so, furnish the following particulars:	**YES** ☐ **NO** ☐
2.8.1.	Name of person/director/trustee/shareholder/member:	
2.8.2.	Name of state institution at which you or the person connected to the bidder is employed:	
2.8.3.	Position occupied in the state institution:	
2.8.4.	Any other particulars:	

2.9.	If you or any person connected with the bidder are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **Kindly mark the applicable answer with a tick √.**	**YES** ☐ **NO** ☐
2.9.1.	If yes, did you attach proof of such authority to the bid document? (Note: failure to submit proof of such authority, where applicable, may arise in the disqualification of the bid. **Kindly mark the applicable answer with a tick √.**	**YES** ☐ **NO** ☐
2.9.2.	If no, furnish reasons for non-submission of such proof:	
2.10.	Did you or your spouse, or any of the company's directors/ trustees/ members of their spouses conduct business with the state in the previous twelve months? **Kindly mark the applicable answer with a tick √.**	**YES** ☐ **NO** ☐
2.10.1	If yes, furnish particulars:	
2.11.	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 or adjudication of the bid? **Kindly mark the applicable answer with a tick √.**	**YES** ☐ **NO** ☐
2.11.1	If yes, furnish particulars:	
2.12.	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **Kindly mark the applicable answer with a tick √.**	**YES** ☐ **NO** ☐
2.12.1	If yes furnish particulars.	

2.13.	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **Kindly mark the applicable answer with a tick √.**	**YES**	
		NO	
2.13.1	If yes, furnish particulars.		
2.13.2	Have you or any of the directors / trustees / shareholders / members of the company or the company in general provided any gifts, rewards, awards, sponsorships, donations or hospitality to the department or any of its employees or their family in the last 12 months? **Kindly mark the applicable answer with a tick √.**	**YES**	
		NO	
2.13.3	If yes, furnish particulars, including estimated value.		

3. DECLARATION

I, THE UNDERSIGNED

(NAME)_____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT, AND I HAVE TAKEN REASONABLE DILIGENT STEPS (AS REQUIRED BY S76 OF THE COMPANIES ACT, 2011, WHERE APPLICABLE), TO ENSURE THAT THE INFORMATION PROVIDED IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER: _____

POSITION: _____

SIGNATURE: _____

DATE: _____

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.

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1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the .....80/20..... preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in

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

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. ..... 2.	..... SIGNATURE(S) OF BIDDERS(S) DATE: ..... ADDRESS ....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

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

4.4.1	If so, furnish particulars:

SBD 8

CERTIFICATION

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

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

.....	.....
Signature	**Date**
.....	.....
Position	**Name of Bidder**

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids/quotes[1] 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.**

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

_____

(Quote Number and Description)

in response to the invitation for the quote made by:

_____

(Name of Institution)

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

I certify, on behalf of:_____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

Js914w 2

agriculture, land reform
& rural development
Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Provincial Shared Service Centre, Free State, Private Bag X20803, Bloemfontein, 9300,
Tel (051) 400 4200

TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDER FOR RENDERING STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT, THABO MOFUTSANYANA DISTRICT OFFICE, BETHLEHEM FOR A PERIOD OF THIRTY SIX (36) MONTHS.

1. INTRODUCTION AND BACKGROUND

The Department of Agriculture Land reform and Rural Development, PSSC-FS is inviting potential service providers to render hygiene and deep cleaning in one of its offices.

2. OBJECTIVES

The objective of the specification is to appoint a suitable Service Provider that can render the service of hygiene and deep cleaning in all offices of Thabo Mofutsanyana District Office: Bethlehem for a period of thirty six (36) months.

SECTION: A- SCOPE OF WORK

•	Offices	25
•	Number of cleaners required	(04)
	Working Supervisor	01
	Cleaners	03
•	Kitchens	03
•	Passages	05
•	Boardrooms	01
•	Server room	01
•	Registry	01
•	Toilets (Male and Female)	02
•	Surface to be cleaned approximately	718.41 square meters
•	Estimated no. of Employees	+- 40
•	Reception area	01

- Strong rooms 04
- Placing of hand sanitizer dispenser- 2nd Floor and 3rd Floor- 02

SECTION: B- TASK DESCRIPTION AND FREQUENCY

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
A. OFFICES, BOARDROOMS/ MEETING ROOMS	
Cleaning floor according to the type (carpet)	**Daily**
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth	**Daily**
Dust desks and computers with an acceptable cloth and disinfect	**2 a Day**
Wipe all telephones with a damp cloth with a suitably diluted disinfectant.	**2 a Day**
Polish all wooden bins, waste paper baskets and wash them with warm water and germs detergents and replace plastic inners and disinfect	**Daily**
Clean picture frames and glass and disinfect	**Daily**
Clean and refill of water coolers and disinfect	**Daily/ When need arises**
Clean water bottles and drinking glasses with dish washing liquid and refill with fresh water during meetings	**Daily/ When need arises**
Clean material partitions inside offices	**Daily**
Washing and deep cleaning of carpets	**2 a year**
Clean marks from walls, doors, door handle, paint work and light switches and disinfect (disinfecting chemical should containing 70% alcohol).	**3 times a day**
Apply disinfectant on handles, window stays and window fasteners	**3 times a day**
Vacuum carpets	**2 times a week**
B. CLEANING OF ENTRANCES, PASSAGES AND COUNTERS	
Clean floor according to type (Tile and carpet)	**2 times a Day**
Pick up, clean all waste receptacles of all litter	**Daily**
Glass doors at the entrances must be cleaned with a damp cloth and disinfect	**3 times a Day**
Cleaning of windows (Interior-dust and clean all accessible ledges to height of 2m)	**Monthly**
Clean all glass; windows interior, doors, door knobs and metal work and disinfect	**2 a Day**
Carpet vacuuming	**Daily**

C. KITCHEN	
Kitchen and pause area floor, cupboards must be cleaned with water and detergent, and also disinfect	**2 a Day**
Microwave ovens must be washed with water and detergent and disinfected (Exterior)	**2 a Day**
Fridge must be defrosted	**Monthly**
Fridge must be cleaned and washed with water and detergent and disinfect (Exterior)	**2 a Day**
Cutlery and crockery used during the meeting must be cleaned	**Daily or when need required**
Collecting and cleaning dishes after morning tea and after lunch from offices (All officials)	**Twice a day**

HYGIENE SERVICES TASK DESCRIPTION	FREQUENCY
D. SANITARY DISPOSAL BINS (SHE –BINS) 3 WOMEN CUBICLES	
Supply of She- bins in all ladies toilets Cleaning of bins with disinfectant cleaner and replacement of inner disposal plastic bags • Must have self-closing tight fitting lids with trap doors with non-touch opening/closing mechanism • One (1) bin per female cubicle • The size should be (20) litres	**Once off** **Weekly basis**
Sanitary waste must be removed by a qualified service provider not stay within the Departmental premises. Disinfected bins.	
E. SEAT WIPES (06 CUBICLES)	
Supply and installation of seat wipe dispensers in both female and male toilet cubicles	**Once off**
Seat wipes must be replaced and maintained (Toilets) Description: Non-woven linen tissue and must contain bactericides and disinfectants	**Bi Weekly**
Seat wipe dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault	**When required**
F. HANDWASH LIQUID SOAP AND DISPENSERS- 1: MALE & 1: FEMALE (02- TOILETS)	
Supply and installation of hand wash liquid soap dispenser (Each Toilet) Hand wash liquid must be replenished (Toilets)	**Once off** **Weekly**

• Hand wash liquid soap must be drip free and not harsh/irritable to the skin, non-ammoniated (toilets) • Soap Dispensers must have a reliable, user friendly pump mechanism • Soap dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault	
G. AUTOMATIC AIR FRESHNER 1: MALE & 1: FEMALE (02-TOILETS)	
Air freshener must be supply installed/refilled, maintained and must spray at intervals of 15 minutes (Toilet) • Automatic air freshener dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	**Once off** **Bi Weekly**
H. SUPPLY OF PEE MAT (2 Urinal basins)	
Pee mats to be supplied and maintained	**Weekly**
I. TOILET CLEANING: 02 TOILETS (1- FEMALE AREA & 1- MALE AREA)	
Tiles: -Thoroughly sweep with a broom and clean with a mop and disinfect -Burnishing floor with the polishing machine and COMOP -Scrubbing/ Strip of polish on the floor	**2 times a Day** **Weekly** **Quarterly**
Deep clean all toilet bowls and seats with detergent and disinfect in all male and female toilets	**Weekly**
Cleaning of toilets (closet pans, urinals, wash bins and mirror) with toilet cleaning detergent and disinfect.	**Twice a Day**
Wipe down all horizontal/vertical surfaces with a damp cloth, doors, mirrors, tap etc and disinfect	**Daily**
Hand-wash basins, toilet pans, wall mounted items with suitably diluted disinfectant	**Twice Daily**
J. SUPPLY OF TOILET PAPER (DOUBLE PLY- 350 SHEETS)	
Supply of toilet papers- 04 BALES PER MONTH- EACH CONTAING 48. Toilet paper must be manufactured from a soft, good quality paper tissue (SANS Approved). SUPPLY AND INSTALL TOILET PAPER HOLDER (HOLDER SHOULD HOLD 02- TISSUES AS DESCRIBED ABOVE)- HOLDER SHOULD BE REPLACED IF DAMAGED OR MULFUNCTION DUE TO	**Monthly** **ONCE OFF**

FACTORY FAULT.	
K. HAND DRYER TO BE PLACED IN TOILETS (1 IN MALE & 1 IN FEMALE TOILETS)	
Hand dryer must be installed, must be replaced free of charge in the event of mechanical malfunctioning or factory fault, should be of good quality and proper working condition.	**Once off**
L. SUPPLY, INSTALL AND MAINTAIN AUTOMATIC HAND SANITIZER DISPENSORS (02)- SUPPLY IS ONCE OFF, MAINTAIN AND REPLENISH SANITIZER FOR CONTRACT PERIOD (2nd floor and 3rd Floor)	***Must be replaced free of charge in the event of mechanical malfunctioning or factory fault, should be of good quality and proper working condition.***
2nd floor- 01 (equipment should be fully functional on daily basis)	**Maintain and replenish sanitizer for contract period**
3rd floor- 01 (equipment should be fully functional on daily basis)	**Maintain and replenish sanitizer for contract period**
M. SUPPLY INSTALL AND MAINTAIN WASTE DISPOSAL BIN (01) WASTE BIN SHOULD BE OF GOOD QUALITY- PARTICULARLY FOR DISPOSABLE MASKS AND GLOVES.	**Supply Once Removal once a quarter**

NB:

- **In the event where the Department relocates to another building/ office space, the service provider will have to amend the total Bid price in terms of the square meters of the new building the Department would have relocated to.**
- **Upon termination of the contract the Service Provider must remove such equipment from the premises without causing any damages to the property.**
- **The service provider will be held liable for any damages and payment may be withheld.**
- **All chemicals and material to be supplied should be SABS approved**
- **All equipment, chemicals and machinery installed should be checked and monitored on a daily basis.**

3. MANDATORY REQUIREMENTS

NB: Failure to submit the following requirements with the proposal will render the proposal/ response as Non responsive/ Ineligible:

- Compensation for Occupational Injuries Disease Act. 1993 [COIDA] (Letter for tender purposes indicating the reference or bid number of this tender or valid letter of good standing obtainable from the Department of Labour must be attached or submitted).
- Public Liability Insurance for at least R3 000 000.00 cover (Proof of quotation from registered insurers will also be accepted).
- Unemployment Insurance Fund (Letter for tender purposes indicating the reference number or bid number of this tender or valid letter of good standing obtainable from the Department of Labour must be attached or submitted).
- Sanitary waste removal management- Proof of quotation from registered sanitary waste removal management entities or any other form of agreement or written arrangement for sanitary waste management indicating the reference number or Bid number of this project.
- **Compliance with all Tax Clearance requirements**: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- Original, Company resolution on a company letter head authorizing a particular person to sign the bid documents (even if the company owner is a sole owner, resolution should be completed and signed), the signature of the person authorized to sign the document should also be reflected on the resolution.
- Bidders must indicate cleaners' wages in the pricing schedule (SBD 3.3- ITEM-A). The wages of the cleaners should not be less than the minimum wage rates as prescribed by the Department of Labour. (Compliance to wage labour rates & Basic Condition of Employment as per the Department of Labour's regulation. (Only the wage adjustments will be accepted based on a sectoral wage determination formula)

- All items in the pricing schedule SBD 3.3 should be priced for (A to M) SCOPE OF WORK for monthly services and for the duration of the contract and indicate the total price over a period.

4. EVALUATION CRITERIA

4.1 Second Stage- Evaluation on Functionality

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.
The applicable values that will be utilized when scoring each criteria ranges from: **0-5**

Scoring Criterion	**0 Non submission**	**1 Poor**	**2 Average**	**3 Good**	**4 Very Good**	**5 Excellent**
Firms experience in both cleaning industry	No experience attached or provided (previous appointment letters	Managed/ attached 1 project in the cleaning industry	Managed/ attached 2 Projects in the cleaning industry	Managed/ attached 3 Projects in the cleaning industry	Managed/ attached 4 Projects in cleaning industry	Managed/ attached 5 & above Projects in the cleaning industry
Supervisor experience in the cleaning industry	No experience in the C.V of the supervisor	01 year experience of the supervisor in the cleaning industry	02 years of experience of the supervisor in the cleaning industry	03 years of experience of the supervisor in the cleaning industry	04 years' experience of the supervisor in the cleaning industry	05 or more years of experience of the supervisor in the cleaning industry
Training and skills development plan, Bidder's Protective	Panel members will use their discretion based on the information provided. The more constructive information the higher the points.					

clothing and proposed methodology (payment of employees salary in time)	

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. ABILITY AND CAPABILITY	• Company experience: experience of the firm in a cleaning industry (proof of the current or previous contract/ reference letter under the client-company letter head/ appointment letter that confirms that the firm is managing or has previously managed must be attached)	30	
	• Project team to be utilized in the execution of the contract in a cleaning industry) – please attach personnel Supervisor CV relating to service, with experience in the industry.	10	**60**
	• Training and skills development plan (Please attach a detailed plan/ programme that the personnel will receive at the start of work and during the duration/ period of the contract).	10	
	• Bidder's Protective clothing in line with the Occupational Health Safety Act (attach pictures of related protective clothing and provide explanation of how cleaners will perform duties in line with OHS using such equipment and 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, payment of employees salary in time).	40	**40**
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100			**100**

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

4.3 Third Stage - Evaluation in terms of 80/20 Preference Points System

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

4.4 Calculating of points for B-BBEE status level of contribution

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

B-BBEE Status Level of Contributor	**Number of points (80/20)**
1	20
2	18
3	16
4	12
5	8

6	6
7	4
8	2
Non-complaint Contributor	0

4.5 Bidders must submit original and valid B-BBEE Status Level Verification Certificate or originally certified copies thereof, issued by accredited Verification Agencies by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids, to substantiate their B-BBEE 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 Certificate or are non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE. In the event of a Joint Venture the parties must submit a joint BBBEE certificate to claim preference points. A sworn affidavit signed and stamped by commissioner of oath and stating BBBEE status level will also accepted.

5. TERMS AND CONDITIONS OF THE PROPOSAL

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

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

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

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

5.4 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the

supervisor and not directly with workers. Supervisor must ensure that cleaning and hygiene material are available at all time and that it should be replaced as required.

5.5 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. The contractor should ensure that all equipment is installed, failure will result in deduction from amount to be paid.

5.6 All Acts and Regulations relating to cleaning and hygiene 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.

5.7 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 SABS.

5.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.

5.9 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 aren't not submitted within the specified time.

5.10 Proof of registration **or** Letter for tender purposes **or** letter of good standing for UIF and COIDA is required for bidding process. However proof of registration **must** be submitted by the successful bidder within the period of seven days after the award. The department reserves the right to cancel the contract if these required documents aren't not submitted within the specified time.

5.11 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.

5.12 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.

5.13 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.

5.14 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.

5.15 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.

5.16 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.

5.17 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.

5.18 **The Department of Rural Development and Land Reform shall:**

- Conduct business in a courteous and professional manner with the Service Provider.
- Not accept responsibility/liable of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
- The 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.

5.19 All equipment to be supplied and installed must be of a same brand, colour, and durable and SABS approved.

6. REQUEST FOR FURTHER INFORMATION

All enquiries regarding the proposal documents may be directed to the following:

6.1 FOR TECHNICAL ENQUIRIES, PLEASE CONTACT

Ms. Keneilwe Kethupilwe

Keneilwe.Kethupilwe@dalrrd.gov.za

051 400 4200

Or

Mr. Thabo Mokhele

Thabo.Mokhele@dalrrd.gov.za

058 303 3021

6.2 FOR ADMINISTRATION ENQUIRIES, PLEASE CONTACT:

Mr. Matshe Gladman

Gladman.Matshe@dalrrd.gov.za

051 400 4200

7. COMPULSORY BRIEFING SESSION:

N/A: THERE WILL BE NO COMPULSORY BRIEFING SESSION- HOWEVER SERVICE PROVIDERS MAY VISIT THE SITE IN ADDRESS BELOW ON THEIR OWN; DALRRD, 17 A PRESIDENT BOSHOFF STREET, 2ND FLOOR NEDBANK BUILDING, THABO MOFUTSANYANA DISTRICT, BETHLEHEM OFFICE.

8. PUBLICATION:

E-tender and Departmental Website

9. ADVERT TENDER PERIOD:

21 CALENDAR DAYS

10. CLOSING OF TENDER:

CLOSING DATE: 04/11/2022

TIME: 11H00

VENUE: DARDLR, 136 SA EAGLE BUILDING, CHARLOTTE MAXEKE STREET, BLOEMFONTEIN, GROUND FLOOR, TENDER BOX, NEXT TO SECURITY.

11. Tender Validity Period:

90 Days

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.