LA 1.1

DALRRD (PSSC GP) -0003 (2022/2023)

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF AGRICULTURE LAND REFORM & RURAL DEVELOPMENT: COMMISSION ON RESTITUTION OF LAND RIGHTS: (REGIONAL LAND CLAIM COMMISION): GAUTENG FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.**

**NB: THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:**

**DATE: 11 NOVEMBER 2022**

**TIME: 11H00**

**VENUE: 09 BAILEY LANE NATIONAL ROAD AND SAFETY COUNCIL BUILDING, CORNER BAILEY LANE AND JOHANNES RAMOKHOASE STREET, ARCADIA**

**TECHNICAL ENQUIRIES**

Mr P Tholo / Ms S Ortel
Tel: 012 336 3690/3650 /012 310 6637
Emails: Phanuel.tholo@dalrrd.gov.za /
Salma.ortel@dalrrd.gov.za

**BID RELATED ENQUIRIES**

Ms J Sebati / Mr A Marema
Tel: 012 337 3700 / 3634
Emails: jane.mpepele@dalrrd.gov.za
absalom. marema@dalrrd.gov.za

**CLOSING DATE: 18 NOVEMBER 2022**

# LA 1.2

agriculture, land reform & rural development

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

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

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

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**BID NUMBER:** DALRRD (PSSC GP)-0003(202/23)
**CLOSING TIME**: 11H00 **CLOSING DATE:** 18 November 2022

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

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1. Kindly furnish us with a bid for services shown on the attached forms.

2. Attached please find the General Contract Conditions (GCC), LA1.1, LA1.2, LA1.3, LA1.6, SBD1, SBD 2, SBD3.3, SBD 4, SBD6.1 and terms of reference.

3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.

4. The attached forms must be completed in detail and returned with your bid. Name and Address of the bidder Bid number and closing date of bid. ***(failure to comply will disqualify your proposal)***

Yours faithfully

**SIGNED**
**MS K THAOGE**
**DEPUTY DIRECTOR: ACQUISITION MANAGEMENT**
**DATE:**

LA 1.3

# MAP TO BIDDER BOX (B BOX)

## DALRRD (PSSC GP) 0003 (2022/2023) CLOSING DATE: 18 November 2022 AT 11:00

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

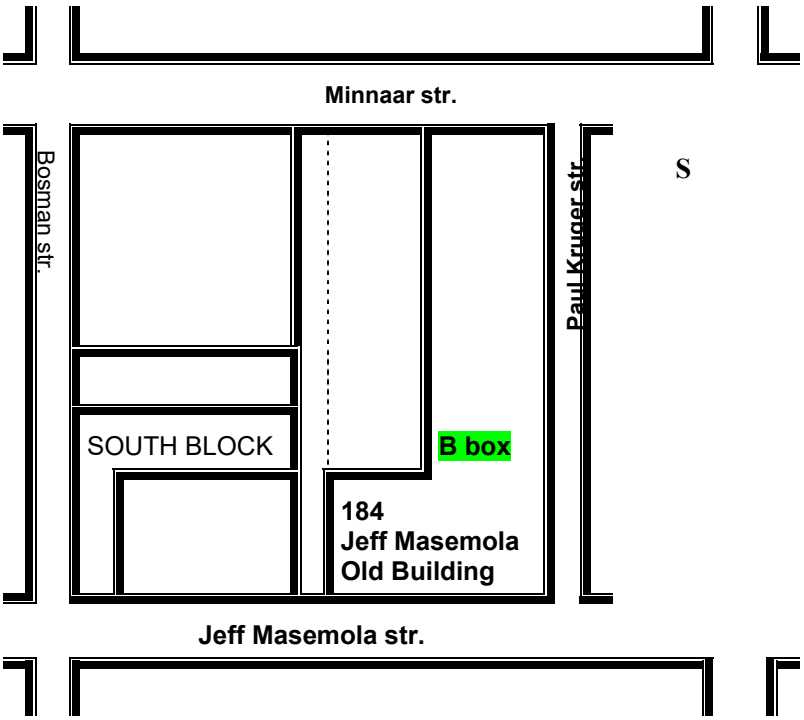
## BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

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

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

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

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




**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE LAND REFORM & RURAL DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.**

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

**SUBMIT YOUR BID IN A SEALED ENVELOPE**

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*) | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | DALRRD-GP-0002(2022/2023) | CLOSING DATE: | 18 NOVEMBER 2022 | CLOSING TIME: | 11:00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMEN: COMISSION ON RESTITUTION OF LAND RIGHTS: REGIONAL LAND CLAIM COMMISION: GAUTENG FOR A PERIOD OF TWENTY-FOUR (24) MONTHS. | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). | | | | | |

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

| DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM |
|---|
| 184 JEFF MASEMOLA STREET, OLD BUILDING , PRETORIA |

| SUPPLIER INFORMATION | | | | | | |
|---|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | | |
| POSTAL ADDRESS | | | | | | |
| STREET ADDRESS | | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | | |
| CELLPHONE NUMBER | | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | | |
| E-MAIL ADDRESS | | | | | | |
| VAT REGISTRATION NUMBER | | | | | | |
| | | | | | | |
| | TCS PIN: | | OR | CSD No: | | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | ☐ Yes<br>☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | ☐ Yes<br>☐ 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<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No<br>[IF YES ANSWER PART B:3 BELOW ] |
|---|---|---|---|
| SIGNATURE OF BIDDER | …… | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) | | | |

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
|---|---|---|---|
| DEPARTMENT/ PUBLIC ENTITY | DALRRD | CONTACT PERSON | **MR P THOLO** |
| CONTACT PERSON | Mr A Marema/ Ms J Mpepele | TELEPHONE NUMBER | (012) 310 6639/6637 |
| TELEPHONE NUMBER | 012 337 3634/3700 | FACSIMILE NUMBER | N/A |
| E-MAIL ADDRESS | Absalom,marema@dalrrd.gov.za | E-MAIL ADDRESS | Phanuel.tholo@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.

CENTRAL SUPPLIER DATABASE (CSD) NUMBER: ……

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

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

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

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

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

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

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

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

# AUTHORITY OF SIGNATORY

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

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

**MABEL HOUSE (Pty) Ltd**

**By resolution of the Board of Directors taken on *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 *Mabel House (Pty) Ltd.***

**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: . . . . . .

SAMPLE

# TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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

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

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

Jeyrel:\Mdk416-SBD2 tax clearance

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 CODE - NUMBER

Fax no CODE - NUMBER

E-mail address

Physical address

Postal address

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no CODE - NUMBER

Fax no CODE - NUMBER

E-mail address

Physical address

**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

C C Y Y — M M — D D

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

C C Y Y — M M — D D

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.

**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


1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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14. Spare parts
15. Warranty
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

**1. Definitions**

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

**2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance**

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

**security**

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

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

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

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

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

**8. Inspections, tests and analyses**

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

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

**14. Spare parts**

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

available.

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

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

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. National Industrial Participation (NIP) Programme**

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

**34. Prohibition of Restrictive practices**

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

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

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

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

**Table of contents** **Page number**

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

# BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

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

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

| **Full Name** | **Identity Number** | **Name of State institution** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

## 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

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

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

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

---

## 1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore 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<br>1. ……..<br>2. …… | ……<br>SIGNATURE(S) OF BIDDERS(S)<br>DATE: ……..<br>ADDRESS ……..<br>……..<br>…….. |

**SBD 9**

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[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 BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.**

OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG
266 Pretorius Street, Centre Walk Building, West Block Office, Pretoria, 0001
Tel: (012) 312 9765/8140

**TERMS OF REFERENCE**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF AGRICULTURE, LAND RE-FORM AND RURAL DEVELOPMENT: COMMISSION ON RESTITUTION OF LAND RIGHTS: REGIONAL LAND CLAIM COMMISION: GAUTENG FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.**

## 1. OBJECTIVE

The objective is to appoint a suitable service provider that can render a standard cleaning and hygiene services to the Commission on Restitution of Land Rights: Regional Land Claim Commission: Gauteng for a period of twenty-four (24) months.

Address for Reginal Land Claim Commission: Gauteng

09 Bailey Lane
National Road and Safety Council Building
Corner Bailey Lane and Johannes Ramokhoase Street
Arcadia
Pretoria

## 2. GUIDELINES FOR THE SCOPE OF WORK

Number of floors 08
Offices 101 (ie all offices, record and storerooms)
Toilets cubicles 13 male and 11 females
Surface to be cleaned +_3500m2

## 3. STAFFING REQUIREMENTS

- Cleaning Staff required:
- **Cleaners 10 (9 cleaners and 1 working supervisor), Two Male cleaners are required**

o Cleaning personnel must commence work daily between 06H30 to 15H00

o All cleaning personnel should always wear uniform with company logo during working hours.

o Relievers should be dressed in appropriate uniform

**SECTION A**

| CLEANING SERVICE TASK DESCRIPTION | FREQUENCY |
|---|---|
| **A. OFFICES (101 Offices Carpets, Tiles & Wooden Floor)** | |
| • Spot brush and clean soil marks<br>• Vacuum thoroughly<br>• Sweep and polish the wooden floor<br>• Wipes/disinfect all door handles and entrances with a SABS approved germ guard | Daily<br>Weekly<br>Daily<br>Hourly |
| Dust/ wipe down all horizontal / vertical surfaces with a damp cloth | Daily |
| Dust desks and computers with a damp cloth | Daily |
| Wipe all telephones with a damp cloth with a SABS approved germ guard disinfectant. | Weekly |
| Polish all wooden furniture with SABS approved detergent | Twice Weekly |
| Empty dust bins, waste paper baskets, wash and replace plastic inners. | Twice Daily |
| Clean water jug and drinking glasses with dish washing liquid (SABS approved) and refill with fresh water. | Twice Daily |
| Collection of crockery and cutlery for all officials to be washed with a dish washing liquid (SABS approved detergent) | Twice Daily |
| Clean material partitions inside offices | Weekly |
| Washing of carpets and upholstered furniture. | Quarterly |
| Damp wash vinyl covered furniture | Weekly |
| Spot clean marks from walls, doors, paint work and light switches | Monthly |
| Apply SABS approved detergent metal polish, to brass door handles, window stays and window fasteners. | Monthly |
| Cleaning of blinds in the offices and boardroom | Weekly |
| Washing of curtains in the offices and boardrooms | Quarterly |
| Fridge must be defrosted and washed with water and SABS approved detergent | Monthly |
| Microwave ovens must be washed with water and SABS approved detergent | Daily |
| **B. CLEANING OF SERVER ROOM (1)** | |
| Server room (Must be cleaned under supervision of office Personnel) | Weekly |
| **C. CLEANING OF ENTRANCES, FOYERS, ATRIUM & PASSAGES (Entrance foyer 7, Passages 7)** | |
| Pick up, clean all waste receptacles and dispose of all litter. | Daily |
| Glass doors at the entrances must be cleaned with a damp cloth. | Daily |
| Spot clean all glass; windows, doors, door knobs and metal work and dust all accessible ledges to height of 2m. | Daily |
| Clean picture frames and glass | Daily |
| Clean directory boards | Weekly |
| Clean skirting | Weekly |
| Clean handrails/banisters | Daily |

| | |
|---|---|
| **D.TOILET CLEANING:**<br>• 11 Women Cubicles;<br>• 13 Men Cubicles;<br>• 27 Basins;<br>• Wipes/disinfect all door handles with SABS approved germ guard | Twice Daily and on hourly inspection by supervisor<br>Hourly |
| • Sweep with a flat mop<br>• Sweep with a wet mop.<br>• Burnishing floor with the polishing machine<br>• Washing of walls, doors and pipes | Daily<br>Daily<br>Quarterly<br>Weekly (Daily for client's toilets) |
| Washing of hand wash basins | Twice Daily and on hourly inspection by supervisor |
| Empty and clean dustbins | Twice Daily |
| **E. BOARD ROOMS (02)** | |
| • Spot brush and clean soil marks<br>• Vacuum thoroughly<br>• Deep wash Carpets<br>• Sweep and polish the wooden floor<br>• Disinfect boardrooms before and after every meeting with SABS approved detergent<br>• Preparation of boardrooms for meetings (refreshments) and cleaning afterwards | Daily<br>Twice a Week<br>Quarterly<br>Daily<br>Before and after the meeting<br>Before and after the meeting |
| **F. AUDITORIUM (01)** | **Twice a Week** |
| • Dust furniture and fittings<br>• Vacuum Thoroughly<br>• Disinfect auditorium before and after every meeting<br>• Preparation of auditorium for meetings (refreshments) and cleaning afterwards | Daily<br>Twice a Week<br>Before and after the meeting<br>Before and after the meeting |
| **G. GG VEHICLE CLEANING (MINIMUM OF 04)** | Weekly |
| All vehicles should be cleaned<br>All Vehicles must be disinfected | Once Weekly/when necessary |
| **H. WINDOW CLEANING** | |
| Clean interior faces of all windows | Monthly |
| Wipe window frames and windowsills with damp cloth | Daily |
| **I. KITCHEN (06)** | |
| • Sweep with a flat mop<br>• Sweep with a wet mop.<br>• Burnishing floor with the polishing machine.<br>• Disinfect/wipes door handle with SABS approved detergent | Daily<br>Daily<br>Quarterly<br>Hourly |
| Kitchen cupboards must be cleaned with water and SABS approved detergent | Daily |
| Microwave ovens must be washed with water and SABS approved detergent | Daily |
| Fridge must be defrosted and washed with water and SABS approved detergent | Monthly |
| Cutlery and crockery (dishes) used must be cleaned for all officials with a dish washing liquid (SABS approved) | Twice Daily |
| Kitchens must always be neat and tidy | Daily |
| Empty and clean dustbin | Twice Daily |

| **J. OTHER** | |
|---|---|
| Cleaning the outside pavements surrounding the building and garden at entrance | Daily |
| Sweep basement parking area | Weekly |
| Wash basement parking area with SABS approved detergent | Quarterly |
| Cleaning of lifts | Twice daily |

| **TASK DESCRIPTION** | **FREQUENCY** |
|---|---|
| **A. SANITARY DISPOSAL BINS (SHE-BINS) (WOMEN CUBICLES)** | |
| Sanitary waste must be removed and not stay within the Departmental premises | Once a week |
| She-bins inner plastics must be replaced with clean odor control plastics | Weekly |
| **B. SANITARY HYGIENE BAGS FOR SANITARY TOWELS** | |
| Supply and replacement of plastic bag | Weekly |
| **C. SEAT SANITISER SPRAY** | |
| Seat sanitizer spray must be refilled/replenished | Weekly |
| Seat sanitizer spray must contain bactericides and disinfectants | |
| **D.AUTOMATIC HAND WASH LIQUID SOAP DISPENSER** | |
| Hand wash liquid must be replenished | Daily |
| Hand wash liquid soap must be drip free and not harsh/ irritable to the skin (non-ammoniated). | |
| **E. AUTOMATIC PAPER TOWEL DISPENSER WITH BINS** | |
| Paper towels must be replenished | Daily |
| Paper towels must be manufactured from a soft, good quality paper tissue (SABS approved) – (two ply tissue) | |
| **F. AUTOMATIC AIR FRESHENER** | |
| Air freshener must be refilled and must spray at intervals of 15 minutes. | **Weekly** |
| **G. TOILET PAPER ROLLS** | |
| Supply & replenishment of Toilet paper rolls (SABS approved) | Twice daily |
| Toilet paper must be manufactured from a soft, good quality paper tissue (SABS Approved) (two ply tissue) | |
| **H. URINAL DRIP SANITIZER** | |
| Supply P-mats in all men's toilets | |
| To be refilled and maintained | Weekly |

## 4. PROPOSAL REQUIREMENTS

- Proposed work schedule/duty sheet/work plan with clear milestones and timeframes for each task to be completed.
- A contingency plan that stipulates actions to be taken if any activity detailed in the project plan is hampered.
- A detailed cost breakdown must be attached as per **pricing schedule.** The pricing must be fixed for the duration of the projects. Price adjustment will only be acceptable only if there's CPIX increase.
- Main business area of operation (Locality)
- All services and products must be durable and SABS approved

**5. MANDATORY REQUIREMENTS**

**NB: Failure to submit / attach proof of the following requirements with the proposal will disqualify the bidder's proposal.**

**Prequalification criteria**

**Only tenderers who meet the following Pre-Qualification criteria for Preferential Procurement may respond:**

- **An EME or QSE**.

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

- **Bidders must attend compulsory briefing session**
- **Compliance with all Tax Clearance requirements: (attach valid Tax Clearance certificate/Valid Compliance Tax Status pin) issued by the South African Revenue Services (SARS).**
- **Where consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate valid Tax Clearance certificate/Valid Compliance Tax Status pin) issued by the South African Revenue Services (SARS)**
    - **Bidders must be registered with National Treasury Central Supplier Database (CSD submit detailed valid report)**
    - **A resolution authorizing a particular person to sign the bid documents (Full completion and signing of L.A 1.6 on the company letterhead)**
    - **Bidders must fully price all items and sign the pricing schedule (SDB 3.3).**
    - **Valid letter for tender purposes of letter of good standing for Compensation for Occupational Injuries Disease Act. 1993 [COIDA] obtainable from the Department of Labour. (proof of registration) valid. It should be noted, that should the letter lapse during the period of the contact the updated valid letter must be submitted.**
    - **Public Liability Insurance (Proof of quotation obtainable from any insurance companies or any other relevant proof)**
    - **Compliance to wage labor rates & Basic Conditions of Employment Act as per the Department of Labour's regulation.**
    - **Sanitary waste removal management (Proof of quotation from the service provider who will collect and remove sanitary waste , obtainable from the waste removal company or proof that the bidder will render this service on its own and ensure that it is inclusive in the bid price. Certification for the disposal of sanitary bin contents in accordance with the National Environmental Management Waste Act.**

## 6. EVALUATION CRITERIA

- **Prequalification and Mandatory Requirements and will first be applied before selections are made for the next phases as indicated above.**

- During the **first phase** a selected evaluation panel will evaluate all bids received on a basis of functionality (100%).
- The bid must include both technical and financial (price) aspects of the proposal.

- During the **second (2nd) phase,** a selected evaluation panel will evaluate all qualifying bids from phase one (1) as per Preferential Procurement Policy Framework Act on a basis of price and B-BBEE status level of contribution (80/20).

The following criteria will be used in particular as the criteria for appointment, apart from those laid down in the Preferential Procurement Regulations 2017 pertaining to the Preferential Procurement Policy Framework Act, Act 5 of 2000. Bids will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated below

- Weights and Values for the functionality evaluation criteria are as follows:
  **1 = Poor, 2 = Fair, 3 = Good, 4 = Very Good, 5 = Excellent.**

| EVALUATION CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | WEIGHT |
|---|---|---|
| **1. ABILITY AND CAPABILITY** | **Company experience: Bidders are required to submit full details of, and reliable contactable references for a relevant project which were successfully completed in Hygiene or Deep Cleaning services in the last ten (10) years from a minimum value of 2 million**. (Reference letter/ testimonials from client-company/institution with client logo, signature and date of the company/institution to which the bidder is managing or has previously managed such service must be attached.<br>**NB: The content of the reference letters/ testimonials must indicate the type of services rendered, period and value of the project. Contracts, Service Level Agreements or Purchase Orders must be provided as proof of experience (POE).**<br>***I.*** *Duly signed reference letters/testimonials on the client letter head indicating that the service provider has one (1) Project experience in rendering hygiene and deep cleaning services.* ***– Poor (1)***<br>***II.*** *Duly signed reference letters/testimonials on the client letter head indicating that the service provider has two (2) Projects to a year experience in rendering hygiene and deep cleaning services* ***–Average (2)***<br>***III.*** *Duly signed reference letters/testimonials on the client letter head indicating that the service provider has three (3) Projects in rendering hygiene and deep cleaning services* ***– Good (3)***<br>***IV.*** *Duly signed reference letters/testimonials on the client letter head indicating that the service provider has four (4) Projects in rendering hygiene and deep cleaning services* ***—Very good (4)***<br>*V.* *Duly signed reference letters/testimonials on the client letter head indicating that the service provider has over five (5) Projects in rendering hygiene and deep cleaning services* ***--Excellent (5)*** | 50 |

| | | |
|---|---|---|
| | **Supervisor(s) must have at least 2-3 years' experience in supervising hygiene or deep cleaning services. NB: please attach personnel CVs entailing interpersonal, writing skills and duration of experience in the required services.**<br>***I.*** *Supervisors with less than 1-year experience in supervising hygiene or deep cleaning services –* ***Poor (1)***<br>***I.*** *Supervisors with more than 1 to less than 2 years' experience in supervising hygiene or deep cleaning services -* ***Average (2)***<br>***II.*** *Supervisors with 2 to 3 years' experience in supervising hygiene or deep cleaning services -* ***Good (3)***<br>*III. Supervisors with more than 3 to less than 4 years' experience in supervising hygiene or deep cleaning services –* ***Very good (4)***<br>*IV. Supervisors with 4 & more years' experience in supervising hygiene or deep cleaning services –****Excellent (5)***<br>**60% of staff must have at least One (1) year experience in hygiene or deep cleaning services. NB: please attach a summary outlining the details of the staff as well as the duration of experience in the required services. No CV's will be considered.**<br>***I.*** *Staff member with less than 0-2 Months experience in hygiene or deep cleaning services –* ***Poor (1)***<br>***II.*** *Staff member with 3-4 months in supervising hygiene or deep cleaning services -* ***Average (2)***<br>***III.*** *Staff member with 5-6 months experience in hygiene or deep cleaning services -* ***Good (3***<br>*IV. Staff member with 7- 8 months experience in hygiene or deep cleaning services –* ***Very good (4)***<br>***V.*** *Staff member with 9 months-1year experience in hygiene or deep cleaning services –* ***Excellent (5****)* | 10 |

| | | |
|---|---|---|
| | Training and skills development plan covering OHS/SHE & First Aid; Chemical Hazardous Training and / or housekeeping skills; as well as Interpersonal & communication skills training **(Attach a detailed plan/ programme that the personnel will receive prior commencement of work and for the duration of the contract)**<br>***I.*** *Training and skills development plan do not outline the requirements as specified in the ToR or it is irrelevant* ***-Poor (1)***<br>*II.* *Training and skills development plan covering OHS/SHE or First Aid* ***–Average (2)***<br>***III.*** *Training and skills development plan covering OHS/SHE and First Aid* ***- Good (3)***<br>***IV.*** *Training and skills development plan covering OHS/SHE, First Aid, Chemical Hazardous or Housekeeping training skills* ***– Very good (4)***<br>*V.* *Training and skills development plan covering OHS/SHE, First Aid, Chemical Hazardous, Housekeeping training skills, and Interpersonal & Communication Skills* ***– Excellent (5)*** | 10 |
| | Bidder's Protective clothing in line with the Occupational Health Safety Act (including Uniform with Company Logo Cleaning equipment and chemicals/products additional to items; Safety boots; Safety gloves; Protective masks and Cautionary boards) **(attach uniform pictures with Company Logo and other related protective clothing, Bidders must avoid using downloaded pictures from internet)**<br>*I. No protective clothing (uniform, safety boots and gloves) and cleaning equipment's demonstrated -* ***Poor (1)***<br>*II. Protective clothing demonstrated, uniform with no company logo, no cleaning equipment and chemical products demonstrated -* ***Average (2)***<br>*III. Protective clothing demonstrated, uniform with company logo, protective mask, cleaning equipment & chemical products, and cautionary boards are demonstrated -* ***Good (3)***<br>*IV. Protective clothing demonstrated, uniform with company logo, protective mask, cleaning equipment & chemical products that meet prescribed quality standards (e.g. SABS/SANS), and cautionary boards are adequately demonstrated –* ***Very good (4)***<br>*V. Protective clothing demonstrated, uniform with company logo, protective mask, cleaning equipment & chemical products that meet prescribed quality standards (e.g. SABS/SANS), cautionary boards, First Aid Kit, and adherence to (PPE) requirements are adequately demonstrated –* ***Excellent (5)*** | 10 |

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

For the purposes of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information of compliance to the evaluation criteria above-mentioned table weight and values.

A **bid which scores less than 60 points out of 100 in respect of "functionality" will be disqualified and will not be evaluated based on 80/20 preferential points system**.

Company profile and Accreditation Certificates must be submitted. This will include a track record of past experience, references and contact details;

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

- The criteria will be as follows:

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

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

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

| B-BBEE status level of contributor | Number of points (80/20 system) |
|---|---|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

- The **SBD 6.1 "Bidders claims for BBBEE points"** must be fully completed;

- The **SBD 4 "Declaration of Interest"** must be fully completed;

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

- In the evaluation of the bids, the Department will also be guided by the Integrated National Black Economic Empowerment Strategy, which provides a framework for economic growth with black participation as a fundamental pillar. The specific guiding principles will be transformation, employment equity, skills development, affirmative procurement and corporate social responsibility (CSI);

- The PSSC GP 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. It should be noted that preference will be given to those proposals from companies who were previously disadvantaged. This does not preclude the formation of consortiums or the inclusion of proposals on how this project can best be used to further the broader aims of transformation.

## SECTION B

## 8. TERMS AND CONDITIONS OF THE PROPOSAL

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

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

8.3 In cases where company, partnership or close corporation commences business for the first time or either don't have capital; the following particulars must be furnished
- Full particulars of a registered, reputable financial institute/company that will assist with the commencement of project e.g. buying material and equipment.

8.4 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning materials are available at all times and that it should be replaced as required.

8.5 The Service Provider must arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/ letter of intent/Quotation. Premiums must be paid monthly after the award for the duration of the project. Failure to comply the Department will reserve the right to pay the premiums and to deduct such payments from money owed by the contractor.

8.6 All Acts and Regulations relating to cleaning services must be adhered to by the Service Provider. All equipment and cleaning material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.

8.7 The Department reserves the right to conduct tests and analysis on the cleaning detergents and equipment provided by the bidder to ascertain the quality and compliance to SABS.

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

8.9 Proof of quotations or any other documents is required for Public Liability Insurance for bidding process; however, proof of registration or contract/ agreement **must** be submitted by the successful bidder within the period of seven working days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.

8.10 In a case where a bidder does not have registered employees under his/her name a letter to tender must be attached to avoid disqualification (obtainable from Dept. of Labour), however proof of registration **must** be submitted by the successful bidder within the period of seven working days after the award. The Department reserves the right to cancel the contract if these required documents are not submitted within the specified time.

8.11 Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.

8.12 Should the service provider not comply with any of the conditions contained in this term of reference during the contract period the Department may cancel the contract within one-month notice.

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

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

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

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

8.17 In case where the Department decides to move to another office or close some of the office's information will be communicated prior and the Service Provider will need to make provision.

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

8.19 **The Department of Agriculture, 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 Department will enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification and Terms and Conditions will also form part of the service level agreement.
- Penalize service provider for services not rendered as per the Service Level Agreement

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

8.21 Employment contracts should be signed within 14 working days of commencement of the contract. No cleaners will be allowed to work without a valid signed contract. Copies of the employment contracts should be submitted to the Department.

**CONTACT PERSON FOR TECHNICAL ENQUIRIES:**

Mr Phanuel Tholo/Salma Ortell
TEL: 012 337 3690/ 012 310 6639-6637
Email: esther.mtsweni@dalrrd.gov.za / salma.ortell@dalrrd.gov.za

**CONTACT PERSON FOR BID RELATED ENQUIRIES**:

Ms Jane Mpepele / Absalom.Marema

Telephone: (012) 337 3700 /3634

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OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG
No. 9 Bailey Lane, Arcadia, 0007 | Private Bag X 03, Arcadia, 0007
Tel: (012) 310 6500 | Fax: (012) 323 0312

# DALRRD(PSSC GP) 0003 (2022-2023)

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

## PRICING SCHEDULE

NAME OF BIDDER: ……BID NO.: DALRRD (PSSC GP) 0003 (2022-2023)

CLOSING DATE & TIME: 18 NOVEMBER 2022 @ 11H00 AM _____

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



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

Name of Bidder: ……

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

| ITEM NO | DESCRIPTION | BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX |
|---|---|---|

Name of Bidder:

……

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

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

2. Bidders are required to indicate rates based on the total Cost to the department for completion of each stage and including expenses for the project.

**TOTAL BID PRICE (VAT Inclusive)** R……

**Cleaners**

| **PRICE BREAKDOWN** | **CLEANERS INC VAT PER HR** | **QUANTITY** | **No of hours to be worked** | **PERIOD** | **TOTAL** |
|---|---|---|---|---|---|
| Basic salary per cleaner | R…… | 09 | 8 hrs | 24 months | R…… |
| **1- Total** | | | | | **R……** |
| **OVERTIME** | | | | | |
| **PRICE BREAKDOWN** | **CLEANERS INC VAT per month** | **QUANTITY** | **DAYS** | **TOTAL** | |
| Overtime Normal | R…… | 09 | 8 days | R…… | |
| Sundays/ Public Holidays | R…… | 09 | 2 days | R…… | |
| 2- Total | | | | R…… | |
| **PRICE BREAKDOWN** | **CLEANERS INC VAT per month** | **QUANTITY** | **NO OF DAYS IN 24 MONTHS** | **TOTAL INC VAT** | |
| **LEAVE**<br>**NB: Please indicate no of days cleaners are allowed for leave in 24 months** | | | | | |

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

| | | | | |
|---|---|---|---|---|
| Leave pay | R…… | 09 | | R…… |
| Sick leave | R…… | 09 | | R…… |
| Compassionate leave | R…… | 09 | | R…… |
| 3- Total | | | | R…… |

| **PRICE BREAKDOWN** | **CLEANERS INC VAT per month** | **QUANTITY** | **PERIOD** | **TOTAL INC VAT** |
|---|---|---|---|---|
| **BONUS** | | | | |
| Service Bonus | R…… | 09 | 2 in 24 months | R…… |
| 4- Total | | | | R…… |

| **PRICE BREAKDOWN** | **CLEANERS INC VAT per month** | **QUANTITY** | **PERIOD** | **TOTAL** |
|---|---|---|---|---|
| **Other** | | | | |
| UIF | R…… | 09 | 24 months | R…… |
| COIDA | R…… | 09 | 24 months | R…… |
| Skills development levy | R…… | 09 | 8 X in 24 months | R…… |
| Uniform | R…… | 09 | 4 X in 24 months | R…… |
| 5- Total | | | | R…… |

| **PRICE BREAKDOWN** | **CLEANERS INC VAT per month** | **PERIOD** | **TOTAL** |
|---|---|---|---|
| | | | |

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

| | | | |
|---|---|---|---|
| Disbursements | R…… | 24 months | R…… |
| 6- Total | | | R…… |

**SUPERVISIOR**

| **PRICE BREAKDOWN** | **SUPERVISOR INV VAT per hr** | **No of works to be worked** | **QUANTITY** | **PERIOD** | **TOTAL** |
|---|---|---|---|---|---|
| Basic salary per cleaner | R…… | 8 hrs | 1 | 24 months | R…… |
| 7- Total | | | | R…… | |

| **OVERTIME** | | | | |
|---|---|---|---|---|
| **PRICE BREAKDOWN** | **SUPERVISIOR INC VAT per month** | **QUANTITY** | **DAYS** | **TOTAL** |
| Overtime Normal | R…… | 1 | 8 days | R…… |
| Sundays/ Public Holidays | R…… | 1 | 2 days | R…… |
| 8- Total | | | | R…… |

| **PRICE BREAKDOWN** | **SUPERVISIOR INC VAT per month** | **QUANTITY** | **NO OF DAYS IN 24 MONTHS** | **TOTAL INC VAT** |
|---|---|---|---|---|
| **LEAVE** | | | | |
| Leave pay | R…… | 1 | | R…… |

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

| | | | | |
|---|---|---|---|---|
| Sick leave | R…… | 1 | | R…… |
| Compassionate leave | R…… | 1 | | R…… |
| 9- Total | | | | R…… |
| **PRICE BREAKDOWN** | **SUPERVISIOR INC VAT per month** | **QUANTITY** | **PERIOD** | **TOTAL INC VAT** |
| **BONUS** | | | | |
| Service Bonus | R…… | 1 | 2 in 24 months | R…… |
| 10- Total | | | | R…… |
| **PRICE BREAKDOWN** | **SUPERVISIOR INC VAT per month** | **QUANTITY** | **PERIOD** | **TOTAL** |
| **Other** | | | | |
| UIF | R | 1 | 24 months | R…… |
| COIDA | R | 1 | 24 months | R…… |
| Skills development levy | R | 1 | 8 X in 24 months | R…… |
| Uniform | R | 1 | 4 X in 24 months | R…… |
| 11- Total | | | | R…… |
| **PRICE BREAKDOWN** | **SUPERVISIOR INC VAT per** | **PERIOD** | | **TOTAL** |

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

| | **month** | | |
|---|---|---|---|
| | | | |
| Disbursements | R | 24 months | R…… |
| 12- Total | | | R…… |

**HYGINE SERVICES**

| **PRICE BREAKDOWN** | **QUANTITY FOR 24 MONTHS** | **TOTAL COST** |
|---|---|---|
| Basic cost For Removal Of Hygienic Waste And Replenishment | 96 | R…… |
| 13- Total Cost in 24 months | | |

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

**Cleaning materials and equipment**

| **PRICE BREAKDOWN** | **Monthly rate** | **Period** | **Total Cost inc Vat** |
|---|---|---|---|
| Cleaning material | R…… | 24 months | R…… |
| 14- Total Bid Price | | | R…… |

Name of Bidder:

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

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

| SERVICES REQUIRED | PERIOD | TOTAL |
|---|---|---|
| 1- Basic Salary cleaners | 24 months | R…… |
| 2- Overtime cleaners | 24 months | R…… |
| 3- Leave cleaners | 24 months | R…… |
| 4- Bonus cleaners | 24 months | R…… |
| 5- Other services cleaners | 24 months | R…… |
| 6- Basic Salary Supervisor | 24 months | R…… |
| 7- Overtime Supervisor | 24 months | R…… |
| 8- Leave Supervisor | 24 months | R…… |
| 9- Bonus Supervisor | 24 months | R…… |
| 10- Other services Supervisor | 24 months | R…… |
| 11- Cleaning Materials | 24 Months | |
| **Total Bid Price** | | R…… |



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