TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING SERVICES, HYGIENE SERVICES, FUMIGATION/PEST CONTROL AND FOOD SERVICE AID FOR THE DEPARTMENT OF MINERAL RESOURCES AND ENERGY (DMRE) REGIONAL OFFICES KLERKSDORP & RUSTENBURG IN NORTH WEST FOR A PERIOD OF TWENTY- FOUR (24) MONTHS SUBJECT TO PERFOMANCE REVIEW.

## 1. BACKGROUND

- 1.1 In accordance with the provision of Occupational Health and Safety Act (No: 85 of 1993), all National and Provincial government Departments are obliged to provide a clean, healthy, hygienic and safe working environment.
- 1.2 The Department of Mineral Resources and Energy intends to appoint the service provider to render cleaning services, hygiene services, fumigation/pest control and food service for the Klerksdorp and Rustenburg Regional Office in NORTH- WEST.
- 1.3 The **Klerksdorp** total office space is 2300 square meters of which 2000m2 is carpeted floor and 300m2 is tiled floor.
- 1.4 The **Rustenburg** total office space is 890 square meters of 780m2 is carpeted floor and 100m2 is tiled floor.
- 1.5 DMRE North-West Klerksdorp regional office is situated at corner Margaretha Prinsloo street and Corrie De Kock street, Vaal University of Technology building.
- 1.6 DMRE North- West Rustenburg office is situated at **254A Bayers Naude street, Propcor building**.

## 2. CONTRACT PERIOD

2.1 The expected duration of the project is twenty-four (24) months after signing of the contract subject to performance review.

#### 3. OBJECTIVE

3.1 The main objective of this project is to provide, as far as reasonably practicable, a working environment that is safe and without risk to the health of employees and visitors in compliance to the provision of Occupational Health and Safety Act. (OHSA)

## 4. SCOPE OF WORK

# 4.1 Cleaning Services

- 4.1.1 The service provider shall be expected to render cleaning services for the office building which is comprised of closed and open plan offices, boardrooms/meeting rooms, kitchens, bathrooms, store rooms, printing areas, file achieves, registry offices, receptions, foyers, lifts and staircases.
- 4.1.2 The service provider is expected to perform sweeping, dusting, scrubbing, polishing, wall and furniture wiping, and damp mopping on the daily basis.
- 4.1.3 The service provider is expected to render carpet vacuuming, furniture polishing, floor buffing, spots buffing, interior window washing, wall wiping, dust off light fittings, ceiling and air conditioning defuses/vents on weekly and monthly.
- 4.1.4 The service provider is expected to perform quarterly carpet wash, and it shall be arranged for weekends.
- 4.1.5 The cleaning services shall be rendered from Monday to Friday during office working hours from 06h30 to 15h00, excluding weekends and public holidays unless where otherwise specified.
- 4.1.6 The service provider is expected to deploy at least three (3) cleaners and one (I) supervisor for Klerksdorp office and two (2) cleaners for Rustenburg office.
- 4.1.7 The service provider is required to retain one staff member every day until 16h00 in cases of emergency.

# 4.2 Fumigation/pest control

- 4.2.1 The service provider is expected to supply rodent traps and service every month.
- 4.2.2 The service provider is expected to fumigate the office on quarterly basis with the chemical not harmful to humans.
- 4.2.3 The service provider is expected to treat insects/cockroaches with relevant paste or pesticides as and when required.

4.2.4 The department reserve the right to verify chemicals for health purposes.

## 4.3 Food service aid

- 4.3.1 The service provider is expected to perform boardrooms preparations by setting up drinking water; tea/coffee etcetera in advance before the start of the meeting or workshop. The DMRE will provide groceries and crockery.
- 4.3.2 The boardroom shall be cleaned after every meeting or workshop and replenishment of water, tea and coffee etcetera.
- 4.3.3 The service provider is expected to prepare hot water and wash cups and cutlery of the officials twice a day at 11h00 and 14h00.
- 4.3.4 The service provider shall provide dish soap, dish cloths and all necessary kitchen cleaning supplies required.

# 4.4. Hygiene Services:

## 4.4.1. Supply and installation of dispensers

- 4.4.1.2. Supply and install 15 liquid gel seat wipes dispensers.
- 4.4.1.2. Supply and install 9 automated air freshener's dispensers.
- 4.4.1.3. Supply and install 9 hand paper towel dispensers.
- 4.4.1.4. Supply and install 9 hand soap dispensers
- 4.4.1.5. Supply 9 waste paper bins
- 4.4.1.6. Supply 9 sanitary bins.

## 4.4.2 Replenishment of consumables

- 4.4.2.1. Replenish liquid gel for 15 seat wipes dispensers twice a month.
- 4.4.2.2. Replenish air freshener's refills for 9 dispensers twice a month.
- 4.4.2.3. Replenish hand paper towels for 9 dispensers three times a day.
- 4.4.2.4. Replenish hand soap for 9 dispensers twice a week.

- 4.4.2.5. Service 9 waste bins three times a day.
- 4.4.2.6. Service 9 sanitary bins once a week
- 4.4.2.7. Replenish one-ply first grade toilet paper for 15 double toilet paper holders three times a day.
- 4.4.2.8. Supply 40 liters of 70% alcohol based sanitizer once a month.
- 4.4.2.9. Supply 6 urinal mats twice a month.

# 4.4.3. Hygiene Services for Rustenburg: Supply and installation of dispensers

- 4.4.3.1. Supply and install 11 liquid gel seat wipes dispensers.
- 4.4.3.2. Supply and install 3 automated air fresheners dispensers.
- 4.4.3.3. Supply and install 3 hand paper towel dispensers.
- 4.4.3.4. Supply and install 3 hand soap dispensers
- 4.4.3.5. Supply 3 waste paper bins
- 4.4.3.6. Supply 2 sanitary bins.

## 4.4.4. Hygiene Services for Rustenburg: Replenishment of consumables

- 4.4.4.1. Replenish liquid gel for 11 seat wipes dispensers twice month.
- 4.4.4.2. Replenish air fresheners refills for 3 dispensers twice a month.
- 4.4.4.3. Replenish hand paper towels for 3 dispensers three times a day.
- 4.4.4.4. Replenish hand soap for 3 dispensers.
- 4.4.4.5. Service 2 sanitary bins once a week once a week.
- 4.4.4.6. Service 3 waste bins three times a day
- 4.4.4.7. Replenish one-ply first grade toilet paper three times a day for 11 double toilet paper holders.
- 4.4.4.8. Supply 2 urinal mats twice a month.

4.4.4.9. Supply 40 liters of 70% alcohol based sanitizer once a month.

## 4.5 Deep cleaning

- 4.5.1 Klerksdorp: The service provider is expected to perform deep cleaning with hot steam and relevant chemical to remove stains for fifteen (15) toilet bowls and eleven (10) basins and six (6) urinals every six months.
- 4.5.2 Rustenburg: The service provider is expected to perform deep cleaning with hot steam and relevant chemical to remove stains for eleven (11) toilet bowls and three (03) basins and two (02) urinals every six months.

#### 5. DELIVERABLES OR PROJECT OUTPUT

- 5.1 The service provider shall during period of the contract ensure that the office is continuously cleaned, spotless, healthy and hygienic to enable a conducive working environment as per scope of work.
- 5.2 The service provider shall provide enough equipment and dispensers to enable smooth running of cleaning services.
- 5.3 The service provider shall continuously provide enough consumables and cleaning material as required.
- 5.4 The service provider shall ensure that enough supplies is kept in the storage provided as a backup in case of sudden shortage thereof.
- 5.5 The service provider shall develop and monitor a schedule for fumigation, carpet wash and deep cleaning and also cleaning services checklists.
- 5.4 The service provider shall ensure that the deployed staff is always representable and identified.

#### 6. REPORTING REQUIREMENTS

- 6.1. The service provider shall report to the Regional Manager.
- 6.2. The service provider shall conduct daily inspection on quality and standard and a weekly written report in this regard must be provided.

- 6.3. The service provider shall report on daily basis to the Regional Manager of any defects such as broken mirrors, blocked toilets/ urinals, broken windows etc. that they might come across during cleaning of the building.
- 6.4. The service provider shall convene monthly meetings with the Regional Manager or his/her delegate and submit a written report on specific problems, suggestions, improved methods and work programs, tenant's complaints and remedial action and all matters related to this contract.
- 6.5. The service provider shall to ensure that additional resources are made available to augment employee absenteeism caused by any form of leave.

## 7. COMPANY EXPERIENCE

- 7.1. The service provider must have a minimum of three (3) years reputable operational experience in cleaning services, hygiene services and pest/fumigation control.
- 7.2. The service provider must have obtained experience in cleaning office space of a minimum of 300m<sup>2</sup> as one project.
- 7.3. The service provider must provide signed testimonial/s on the business letter head, not older than 3 years from current/ex clients as proof of service rendered.
- 7.4. The content of the testimonial/s must indicate contactable reference/s, period, square meters and services rendered as proof that they had facilitated similar project/s successfully.
- 7.5. The company experience will be determined by signed testimonial/s.
- 7.6. Purchase orders for goods and services and appointment letters will be disregarded.
- 7.7. The Department reserve the right to verify the testimonial/s.

#### 8. QUALIFICATION AND EXPERIENCE OF TEAM LEADER/SUPERVISOR

- 8.1. The team leader/supervisor must have a minimum of grade ten certificate.
- 8.2. The team leader/supervisor must have a minimum of two (2) years supervisory experience in cleaning services industry.
- 8.3. The service provider must provide a CV of the team leader/supervisor with relevant experience and a certified copy of the qualification/certificate.

## 9. PROJECT PLAN

- 9.1. The service provider shall provide a detailed cleaning services project plan indicating daily duties with time frames and order of preference.
- 9.2. The project must also in indicate weekly, monthly, quarterly and six-monthly duties.
- 9.3. The project plan must have a detailed replenishment frequency of consumables as per scope of work.
- 9.4. The project plan must indicate the monitoring and assessment of cleaning services check lists.
- 9.5. The project plan must indicate the contingency proposals in cases of unusual circumstances.
- 9.6. The service provider shall provide a Health and Safety plan in compliance with the Occupational Health and Safety Act in the office working environment.
- 9.7. The Health and Safety plan must indicate the induction procedures.

#### 10. INFRASTRUCTURE

- 10.1. The service provider shall provide lists of requirements to be utilized for the project as follows;
- 10.1.1. Indicate and quantify all appropriate cleaning material to be supplied per month.
- 10.1.2. Indicate and quantify all consumables to be supplied per month.
- 10.1.3. Indicate and quantify all equipment required for the project.
- 10.1.4. Indicate the fumigation chemical not harmful to humans.
- 10.1.5. Indicate and quantify type of rodent traps.
- 10.1.6. Indicate and quantity all required dispensers.
- 10.1.7. The service provider shall provide an existing signed contract of employment and pay slip of a cleaner as an example.
- 10.1.8. The service provider shall provide a bathroom and cleaning services checklists.
- 10.1.9. All the required supplies indicated above must be of South African Bureau of Standard (SABS) and the Department reserve the right to verify the supplies.

#### 11. ROLE AND RESPONSIBILITY

- 11.1. The Department will provide support with all reasonable requests of the service provider to enable the service provider to perform its duties in terms of the contract.
- 11.2. The Department will provide storage facility and change rooms.

## 12. CONFIDENTIALITY OF INFORMATION

12.1. Any patents or copyright developed from this project will belong to the Department.

12.2. The service provider will sign a confidentiality agreement regarding the protection of DMRE information that is not in the public domain.

#### 13. PAYMENT

13.1 The Department will not make an upfront payment to a successful service provider. Payments will only be made in accordance to the delivery of service that will be agreed upon by both parties and receipt of an original invoice.

#### 14. TAX CLEARANCE CERTIFICATE

- 14.1. The potential service provider/s must ensure compliance with their tax obligations.
- 14.2. The potential service provider/s is/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.
- 14.3 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.
- 14.4. The potential service provider may also submit a printed TCS together with the proposal.
- 14.5. In proposals where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
- 14.6. Where no TCS is available but the potential service provider/s is registered on the central supplier database (CSD), a CSD number must be provided.

#### 15. EVALUATION METHODOLOGY

## 15.1 Phase 1: Compliance and Technical Review:

15.1.1. Each submission is checked for compliance. Noncompliance to mandatory requirement shall result in company being disqualified.

A valid Tax Clearance Certificate	
A valid B-BBEE Certificate	

Signed SBD forms	
Proof of CSD registration	

15.1.2 Service providers will be evaluated based on functionality. The minimum threshold for functionality is 60 out of 100 points. Service providers who fail to meet the minimum threshold will be disqualified and will not be evaluated further for price and preference points for B-BBEE.

NO	CRITERIA	SCORING	WEIGHTS
1	Company Experience:  (i) Service provider must have a minimum of three (3) years operational experience in rendering cleaning services, hygiene services and pest control/fumigation.	<ul> <li>Experience above Five (5) years = 05 points</li> <li>Four (4) years' experience = 04 points</li> <li>Three (3) years' experience years = 03 points.</li> <li>Two (2) years = 2 points</li> <li>One (1) year = 01 points.</li> </ul>	10
	(ii) The service provider must provide testimonial/s indicating experience period of 3 years, servicing office space of at least a minimum of 300m².	experience and more than 600m <sup>2</sup> and = 05 points	10

		<ul> <li>No testimonial attached or indicating below 1 year experience and/or below 200m<sup>2</sup> = 1 point.</li> </ul>	
2	Team leader/supervisor experience:  (i) The team leader/supervisor must have at least two (2) years supervisory experience in office cleaning industry. The team leader/supervisor CV must be attached as proof.	<ul> <li>Five (5) year and above experience = 5 points.</li> <li>Four (4) years' experience = 4 points.</li> <li>Three (3) years' experience = 3 points.</li> <li>Two (2) years' experience = 2 points.</li> <li>one (1) year = 1 point.</li> </ul>	10
3.	Team leader/supervisor qualifications:  (i) Team leader must have obtained a minimum of grade ten certificate.  (ii) Copy/s of certified certificate/qualification must be attached to the proposal as proof.	<ul> <li>Grade twelve (12) certificate and cleaning services supervisory certificate/s = 5 points</li> <li>Grade eleven (11) and cleaning supervisory certificate/s = 4 points</li> <li>Grade (10) ten and cleaning supervisory certificate/s = 3 points</li> <li>Grade (09) nine and cleaning supervisory certificate/s = 2 points</li> <li>Grade (08) eight and cleaning supervisory certificate/s t = 1 point</li> </ul>	5
4	Project Plan:  (i) Detailed daily duties with time frames with order of preference.	Detailed project plan with all relevant daily, weekly, monthly, quarterly and six-monthly duties. Detailed contingency proposals.	30

- (ii) Detailed weekly, monthly, quarterly and six-monthly duties.
- (iii) Detailed replenishment frequency of consumables.
- (iv) The monitoring and assessment of cleaning services check lists.
- (v) The contingency proposals in cases of unusual circumstances.

- Checklists monitoring and assessment.

  Detailed replenishment frequency.

  Proposal/s on how to improve project plan regularly =5 points
- Detailed project plan with relevant daily, weekly, monthly, quarterly and six-monthly duties. Detailed contingency proposals.
   Checklists monitoring and assessment.
   Detailed replenishment frequency = 4 points
- Adequate project plan with relevant daily, weekly, monthly, quarterly and six-monthly duties. Contingency proposals. Checklists monitoring and assessment. Replenishment frequency = 3 points
- Project plan with neither adequate daily, weekly, monthly, quarterly and six-monthly duties, nor contingency proposal/s nor checklists monitoring and assessment nor replenishment frequency = 2 points
- No Project plan attached =1 point

# **Health and Safety Plan**

- (i) The service provider shall provide a Health and Safety plan in line with the Occupational Health and Safety Act (OHSA) compliance in the office working environment.
- (ii) The Health and Safety plan must indicate the induction procedures.

- Detailed Health and Safety align to the project for office working environment in compliance with the provision of OHSA and the detailed induction procedures = 5 points.
- The adequate Health and Safety align to the project for office working environment in compliance with the provision of OHSA and the induction procedures = 3 points.

		•	No	Health and safety plan, nor inadequate	
			Hea	alth and Safety does not align to the project	5
			for	office working environment = 1 points.	
	Infrastructure		•	Detailed supplies of SABS and quantity of	30
(i)	Indicate all appropriate			cleaning material and consumables per	30
	cleaning material and			month. Supply and service rodent traps	
	quantity to be supplied per			every month. Indicate type and quantity	
	month.			of dispensers. Indicate all cleaning	
(ii)	Indicate all appropriate			equipment. Indicate fumigation chemical	
	consumables and quantity to			not harmful to humans. Provide existing	
	be supplied per month.			signed employment contract & pay slip.	
(iii)	Indicate the fumigation			Cleaning/bathroom check lists. Indicate	
	chemical not harmful to			any extra items or double supplies per	
	humans, and the quantity of			month/s = 5 points.	
	rodent traps to be supplied				
	every two months.		•	Adequate supplies of SABS and quantity	
(iv)	Indicate all required			of cleaning material and consumables	
	dispensers to be supplied.			per month. Supply and service rodent	
(v)	The service provider shall			traps every month. Indicate type and	
	provide the existing signed			quantity dispensers. Indicate all cleaning	
	contract of employment and			equipment. Indicate fumigation chemical	
	pay slip of a cleaner as an			not harmful to humans. Provide existing	
	example.			signed employment contract & pay slip.	
(vi)	The service provider shall			Cleaning/bathroom check lists = 3 points.	
	provide a bathroom and		•	Inadequate supplies of either/neither	
	cleaning services checklists.			SABS nor quantity. Inadequate	
(vii)	All the required supplies			dispensers nor equipment. No Indication	
	indicated above must be of			fumigation chemical nor harmful to	
	South African Bureau of			humans. No existing signed employment	
	Standard (SABS) and the			contract & pay slip and no	
	Department reserve the right			cleaning/bathroom check lists = 01 point	
	to verify the resources.				

Total 100
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# For purpose of evaluating functionality, the following values will be applicable:

1=	Very poor	Does not understand the requirements
2=	Poor	Will not be able to fulfil the requirements
3=	Average	Will partially fulfil the requirements
4=	Good	Will be able to fulfil the requirements
5=	Excellent	Will fully fulfil the requirements

# 16. PHASE 2: PRICING AND BBBEE

16.1. Bids will be evaluated on the 80/20 preference point system as outlined in the Procurement Preferential Regulation of 2017. Bidder that scores the highest points in this phase will be awarded the tender.

CRITERIA	WEIGHT
Price	80
B-BBEE Status level contributor	20

# 16.2. COST / PRICING

- 16.2.1. The service provider will be requested to provide a quoted proposal regarding the work to be undertaken.
- 16.2.2. The total cost must be VAT inclusive and should be quoted in South African Rands (i.e. ZAR).
- 16.2.3. The service provider should provide hourly rates as prescribed by Department of Public Service and Administration (DPSA), Auditor- General (AG) or the body regulating the profession of the consultant.
- 16.2.4. The service Provider should provide (Subsistence &Travel (S&T)) rates that are in aligned to the National Treasury instruction note as follows:
  - i) Hotel Accommodation R1550 per night per person, including breakfast, dinner and parking
  - ii) Air travel must be restricted to economy class
  - iii) Claims for kilometres may not exceed the rates approved by the Automobile Association of South Africa.

#### 16.3. BROAD-BASED BLACK ECONOMIC EMPOWERMENT

- 16.3.1. Provisions of the Preferential Procurement Policy Framework Act (PPPFA) of 2000 and its regulation of 2017 will apply in terms of awarding points.
- 16.3.2. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- 16.3.3. Bidders who do not submit their B-BBEE status level verification certificates or are non-compliant contributors to B-BBEE will not qualify for preference points for B-BBEE.
- 16.3.4. Accounting Officers must ensure that the B-BBEE Status level Verification Certificates submitted are issued by the following agency:
  - Verification agencies accredited by SANAS.
- 16.3.5. Bidders who qualify as EMEs and QSEs must submit:
  - Sworn affidavit signed by the EME or QSE representative and attested by a Commissioner
    of oath.
- 16.4. The table below depicts the B-BBEE status level of contribution:

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

## 17. SPECIAL CONDITION OF THE CONTRACT

- 17.1. The General Conditions of Contract must be accepted as these are issued by National Treasury and are non-negotiable.
- 17.2. The appointment of the successful service provider will be subject to annual performance review.
- 17.3. The appointment of the successful bidder is subject to positive security screening and vetting results by the State Security Agency.
- 17.4. The successful service provider will be subject to enter into signing of the Service Level Agreement (SLA) with the department.
- 17.5. The service provider must comply with the provision of Occupational Health and Safety Act (OHSA) and Compensation of Injury and Disease Act (COIDA).
- 17.6. The successful service provider shall provide acceptable protective clothing/uniform and name tags for staff members.
- 17.7. The successful service provider shall provide valid Unemployment Insurance Fund (UIF) certificate, Workman compensation certificate and provident fund registration.
- 17.8. The successful service provider shall comply with the provision of the Department of Labour Sectorial Determination 1, of the contract cleaning sector and minimum salary is obligatory.

#### 18. FORMAT OF SUBMISSION OF PROPOSAL

18.1. Service providers are requested to submit four (4) copies of technical proposals plus the original.

18.2. Service providers are requested to index their proposals for easy reference.

#### 19. PRE-BID MEETING / BRIEFING SESSION DETAILS-

19.1. A non-compulsory briefing session will be held on 24 May 2022 @ 11:00, Department of Mineral Resources and Energy Situated at Corner Margaretha Prinsloo street and Corrie De Kock Street, Vaal University of Technology building. Klerksdorp.

Alternatively depending on the circumstances Microsoft Teams or Zoom maybe used to conduct briefing session.

#### 20. CLOSING DATE

20.1. Proposals must be submitted on or before 06 June 2022 @ 11:00 at Department of Minerals Resource and Energy, at Trevenna Campus, Building block 2C, 70 Meintjies Street, c/o Meintjies and Francis Baard Street, Sunnyside. Pretoria. No late bids will be accepted.

## 21. ENQUIRIES

21.1 All general enquiries relating to bid documents should be directed to:

Ms. Lucia Nkhethoa/ Ms. Nonhlanhla Zingwevu

Tel No: (012) 444 3778/: (012) 444 3055

E-mail: Lucia.Nkhethoa@dmre.gov.za/Nonhlanhla.Zingwevu@dmre.gov.za

## 21.2 Technical enquiries can be directed to:

Ms Naledi Salagae

Tel No: (012) 444 4544

E-mail: naledi.salagae@dmre.gov.za