

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)					
BID NUMBER:	SSC WC Q02 (2022/2023) DALRRD	CLOSING DATE:	20 JUNE 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES AT THE REGIONAL LAND CLAIMS COMMISSIONER: WESTERN CAPE: GEORGE SATELLITE OFFICE: SHAMROCK PLACE SUITES 30, 32, 33 AND 34 –97 YORK STREET, GEORGE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (14 LONG STREET)					
14 LONG STREET (BID BOX AT THE GROUND FLOOR-SECURITY AREA)					
CAPE TOWN					
8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Lincoln Mathebula	CONTACT PERSON	Ms Neo Choeu		
TELEPHONE NUMBER	021 409 0523	TELEPHONE NUMBER	(044) 874 0021		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	lincoln.mathebula@dalrrd.gov.za	E-MAIL ADDRESS	Neo.choeu@dalrrd.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
[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]					

1.1.1.1ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	1.1.1.2ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>	

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. 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 SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

Name of bidder..... Bid number: **SSC WC Q02 (2022/2023) DALRRD**
Closing Time: **11:00 AM** Closing date: **20 JUNE 2022**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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The DETAILED PRICING SCHEDULE must be completed IN FULL and the
TOTAL BID Price must be provided here.

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

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

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

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

SSC WC Q02 (2022/2023) DALRRD

**PRICING SCHEDULE FOR THE
APPOINTMENT OF A SERVICE
PROVIDER TO RENDER CLEANING AND
HYGIENE SERVICES FOR THE
DEPARTMENT OF AGRICULTURE, LAND
REFORM AND RURAL DEVELOPMENT:
OFFICE OF THE REGIONAL LAND
CLAIMS COMMISSIONER: WESTERN
CAPE – GEORGE SATELITE OFFICE**

PRICING SCHEDULE

(Services)

NAME OF SERVICE PROVIDER:

Bid No.: **SSC WC Q02 (2022/2023) DALRRD**

Closing Date: **20 JUNE 2022**

Closing Time: **11:00 AM**

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

TOTAL PRICE R.....

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

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

A. LABOUR RATES

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	QUANTITY REQUIRED	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
CLEANER	R.....	01	24 MONTHS	R.....
SUBTOTAL COST (EXCL VAT)				R.....

B. CLEANING EQUIPMENTS, MACHINERY AND CLEANING DETERGENTS

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
Leased Equipment and Machinery	R.....	24 MONTHS	R.....
Cleaning Detergents	R.....	24 MONTHS	R.....
SUBTOTAL COST (EXCL VAT)			R.....

C. HYGIENE SERVICES AND REPLENISHMENT

HYGIENE SERVICE TASK DESCRIPTION	MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
SUPPLY AND REPLENISHMENT OF TOILET PAPER (uninterrupted daily supply)	R.....	24 MONTHS	R.....
SUPPLY AND REPLENISHMENT OF HAND TOWELS IN KITCHENS AND BATHROOMS (uninterrupted daily supply)	R.....	24 MONTHS	R.....
SUPPLY AND REPLENISHMENT OF AIR FRESHENERS IN 350ML SPRAY CANS FOR EACH TOILET	R.....	24 MONTHS	R.....

SUPPLY AND REPLENISHMENT OF LIQUID SANITIZER IN 500ML BOTTLES IN TOILETS AND KITCHENS	R.....	24 MONTHS	R.....
SUPPLY AND REPLENISHMENT OF STERILE LIQUID FOR TOILET SEATS IN BOTTLES FOR ALL TOILETS	R.....	24 MONTHS	R.....
SUPPLY AND REPLENISHMET OF LIQUID HAND SOAP IN 500ML BOTTLES IN TOILETS AND KITCHENS	R.....	24 MONTHS	R.....
SUPPLY AND REPLENISHMET OF DISHWASHING LIQUID IN BOTTLE FOR ALL KITCHENS 750ML BOTTLES	R.....	24 MONTHS	R.....
SUPPLY AND REPLENISHMET OF LIQUID BLEACH IN BOTTLE FOR ALL KITCHENS IN 750ML BOTTLES	R.....	24 MONTHS	R.....
SUPPLY AND REPLENISHMET OF DISH CLOTHS AND TOWELS PER KITCHEN	R.....	24 MONTHS	R.....
TOTAL COST (EXC VAT)			R.....

SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST FOR THE PROJECT
TOTAL COST FOR LABOUR RATES	R.....
B. TOTAL EQUIPMENT, MACHINERY AND DETERGENTS	R.....
C. TOTAL COST FOR HYGIENE SERVICES	R.....
D. OTHER (e.g. Profit, Operational costs, etc)	R.....
VAT @ 15%	R.....
F. TOTAL BID PRICE ALL INCLUSIVE	R..... (Total Amount Should reflect on SBD 3.1 as well)



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

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.

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

2.2.1 If so, furnish particulars:

.....
.....

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 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

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.

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

2. DEFINITIONS

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

- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

Non-compliant contributor	0	0
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- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

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

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent

basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:



OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: WESTERN CAPE

1st and 2nd floors, 14 Long Street, Cape Town, 8000 | Private Bag X9163, Cape Town, 8000

Tel: (021) 409 0300 | Fax: (021) 418 0205

TERMS OF REFERENCE

**APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF
STANDARD CLEANING AND HYGIENE SERVICES AT
THE REGIONAL LAND CLAIMS COMMISSIONER: WESTERN CAPE:
GEORGE SATELLITE OFFICE:
SHAMROCK PLACE SUITES 30, 32, 33 AND 34 –
97 YORK STREET, GEORGE.**

PUBLICATION:

Departmental website's and e-tender portal

COMPULSORY BRIEFING SESSION:

**14 JUNE 2022 AT 11:00 AM AT
SHAMROCK PLACE, 97 YORK STREET, GEORGE**

CLOSING DATE: 20 JUNE 2022 AT 11H00 AM

1. INTRODUCTION TO THE BID

- 1.1 The Department of Agriculture, Land Reform and Rural Development: Office of the Regional Land Claims Commissioner: WC (The Department) requires best service possible at a competitive price and the service provider must ensure that its offer contains comprehensive and detailed information on the products and services offered.
- 1.2 The basis of the proposed Contract is that the service provider supplies cleaning and hygiene services in respect of the Cleaning Areas and charges the Department a fixed price for rendering such services. The successful bidder (contractor) will provide cleaning and hygiene services as specified herein and in accordance with the standards set and the requirements of the client, on the terms and conditions as outlined in this document.
- 1.3 The cleaning and hygiene services are required at Shamrock Place, Suites 30, 32, 33 & 34; No 97 York Street, George, 6529. The Department accommodates its personnel in this building and requires cleaning services in respect of this facility.
- 1.4 A quotation/bid is accordingly hereby invited for the provision of such services in accordance with the provisions of the specification documents forming part of this bid invitation.

2. GENERAL INFORMATION ON THE SHAMROCK PLACE, SUITES 30-34 YORK STREET, GEORGE

TECHNICAL SPECIFICATION:

Building	:	Shamrock Place, Suites 30, 32, 33 & 34. 97 York Street, George
No. of occupants	:	14
Type	:	Office Building
No. of floors	:	2 floors
No. of offices	:	6
No of reception areas	:	1
No of open plan office areas	:	3
No of boardrooms	:	1
No of registry rooms	:	1
No of stairwells	:	1
No. of kitchens	:	3
No of office waste bins	:	14
No. of operational toilet cubicles	:	4
No of hand basins	:	4

3. CONTRACT PERIOD

This contract shall commence on **date of appointment for a period of 24 months.**

4. MINIMUM CLEANER REQUIREMENTS

- 4.1 One (1) full time cleaner on site with supervision (not full time on site). **NB:** The Department shall not pay any cost related to the supervisor's costs.
- 4.2 The Supervisor to ensure adequate service standard is upheld; prepare and check a cleaning schedule; that cleaning materials is provided and to ensure trouble-shooting; to ensure replacement in place as and when the need arise.
- 4.3 The cleaner and supervisor must have the ability to read and write and should also be able to converse in English as a minimum requirement.
- 4.4 A working schedule to set out daily/weekly and monthly tasks at which periods certain functions will be performed; completed daily by worker and checked by the supervisor weekly.
- 4.5 The appointed supervisor should always be reachable.

5. TOILET CONSUMABLES

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

Product	Specification	Minimum usage per month
Toilet paper	Complies to SABS regulations 648 1 Ply virgin Toilet Paper •500 Sheets as per SABS regulations • Triple Green Tissue •19gsm Environmentally friendly certified White, strong, thick and super absorbent	48 rolls
Liquid hand soap in 500ml bottles in toilets and kitchens	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply
Liquid sanitizer in	Compliant with COVID	Uninterrupted daily

500ml bottles in toilets and kitchens	requirements of minimum 70% alcohol.	supply
Air fresheners in 350ml spray cans for each toilet	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply
Hand towels (paper) for each toilet and kitchen in box	Complies to SABS regulations 1828 Single sheet dispensing; 1 Ply virgin white, strong, thick and super absorbent Environmentally friendly certified	Uninterrupted daily supply
Sterile liquid for toilet seats in bottles for all toilets	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply
Dishwashing Liquid in bottle for all kitchens 750ml bottles	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply
Liquid bleach in bottle for all kitchens in 750ml bottles	Complies to SABS regulations 1828 Antibacterial, Environmentally friendly certified	Uninterrupted daily supply
Dish cloths and towels per kitchen	Super absorbent terry dishcloths and dishtowels	Uninterrupted daily supply

6. WARNING SIGNS

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

7. SCOPE OF CLEANING SERVICES

- 7.1 The Service Provider shall provide all labour, management, materials (incl. cloths, brushes (incl. toilet and floor)), tools and equipment, as well as all cleaning materials which must comply with SABS regulation 1828 and must be environmentally certified and contains antibacterial microbial properties, necessary to ensure that the required services are provided in accordance with commonly accepted commercial cleaning practices, the provisions of this contract and to ensure that the premises reflect a clean, neat and professional appearance and image.
- 7.2 Service provider shall provide the Cleaning and hygiene Services as more fully detailed in the specifications below and shall comply fully with them.

7.3 CLEANING SERVICE TASK DESCRIPTION

7.3.1 Schedule for the cleaning of toilets

- 7.3.1.1 Toilets must be cleaned early each morning before the staff arrive for work, that is, by 07h30 and 13h30 and thereafter checked before departure, for cleanliness;
- 7.3.1.2 COVID compliance – all areas to be wiped down with sanitizer at a 2-hourly interval;
- 7.3.1.3 Clean and disinfect toilet bowls daily;
- 7.3.1.4 Wipe and clean all mirrors daily;
- 7.3.1.5 Sweep, wash and disinfect tiled floors in the toilet areas daily;
- 7.3.1.6 Wash and disinfect hand wash basins and taps daily;
- 7.3.1.7 Empty and remove any waste paper twice daily;
- 7.3.1.8 Provide fitted plastic bags to the waste paper bins in toilets;
- 7.3.1.9 Ensure toilet roll / dispensers are full at all times;
- 7.3.1.10 Treat against any staining, fungal and bacterial growth daily;
- 7.3.1.11 The cleaner to ensure that the area is cleaned and no unsavory odors are evident related to limited cleaning;

7.3.2 Schedule for the cleaning of kitchens

- 7.3.2.1 COVID compliance – all areas to be wiped down with sanitizer at a 2-hourly interval;
- 7.3.2.2 Sweep and mop all floors daily;
- 7.3.2.3 Dust and wipe all other furniture and counters with suitable cleaning equipment daily;
- 7.3.2.4 Empty and remove any waste paper on a daily basis;
- 7.3.2.5 Provide fitted plastic bags to the waste paper bins in kitchens on a daily basis;
- 7.3.2.6 Provide see-through waste bags and collect all waste and place at designated area within the complex daily;
- 7.3.2.7 All kitchen equipment including microwaves and fridges to be wiped on a daily basis;
- 7.3.2.8 Dishcloths to be treated with disinfectant daily.

7.3.3 Schedule for cleaning of all offices, front reception area, registry rooms, conference room, passage way and staircase area

- 7.3.3.1 COVID compliance – all areas to be wiped down with sanitizer at a 2-hourly interval;
- 7.3.3.2 Vacuum all material covered furniture once a week;
- 7.3.3.3 Dust and wipe all other furniture and counters daily, with suitable cleaning equipment.
- 7.3.3.4 Sweeping of all tiled floor areas daily;
- 7.3.3.5 Mopping of all tiled floor areas twice weekly, or as the need arise;
- 7.3.3.6 Empty and remove any waste from the office waste bins twice daily, placed in see-through waste bags and place at designated area within the complex;
- 7.3.3.7 Sweep the front outside area and remove any plant debris as Required;

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

8.1 Materials and consumables

- 8.1.1 The service provider shall be responsible for the provision of and safe storage, distribution and control of all cleaning and hygiene materials and consumables required providing the services, including toilet papers, bin liners, liquid hand soap and sanitizer. These consumables and cleaning materials shall be provided and managed at the service providers own cost.
- 8.1.2 The service provider shall ensure that its personnel are properly trained in the safe and effective use of all cleaning materials and consumables.

8.2 Equipment

- 8.2.1 The service provider shall provide all cleaning and hygiene equipment required to provide the services.
- 8.2.2 The service provider shall ensure that all equipment used in the provision of the services is reasonably noise restricted.
- 8.2.3 The service provider shall ensure that the equipment used in the provision of the services is compliant with all applicable laws and regulations.
- 8.2.4 Ensure that its personnel are properly trained in the safe and effective use of the equipment.

8.3 Service times

- 8.3.1 The services shall be provided as stipulated with core service times for cleaning and hygiene being weekdays from 07h30 – 15h30 daily.

8.4 Processes and Procedures

- 8.4.1 The Service Provider shall ensure that it has appropriate processes and procedures in place to ensure effective provision of the Services in compliance with the provisions of this Contract.
- 8.4.2 The contractor should ensure that all materials, consumables, etc. are stored in the correct manner (in storage space to be provided by the Department) and be compliant with the Occupational Health and Safety Act when fulfilling its duties. The contractor must familiarize themselves with the Occupational Health and Safety Act and all necessary legislation required by Government for rendering of the service. The contractor to ensure that the worker is supplied with all necessary safety clothing where necessary and should be in a staff uniform daily and must be neat and tidy at all times.

9. PERFORMANCE MANAGEMENT

- 9.1 The service provider shall develop and implement procedures to identify, prevent non-recurrence of defective services.
- 9.2 The service provider shall give all valid service complaints, suggestions and constructive criticisms from the Department, and its service users. The Service Provider shall therefore be required to operate a complaint procedure, which is approved by the Department.
- 9.3 Management of the cleaning company should inspect the whole building at least once per month and have a meeting with the client's office representative (to be assigned at commencement of contract to discuss matters relating to the contract, e.g. problems/shortcoming experienced). Monthly reports should be submitted to the Project Manager, which should include any comments by worker on fault reporting and response time. Management staff should ensure that timesheets are completed with the necessary signed daily schedules in place as part of their portfolio of evidence.
- 9.4 Any cleaner who will be absent for one or other reason must be replaced by the service provider for the time of absence with another cleaner.
- 9.5 Staff of the service provider must at all times heed the security arrangements applicable to the place of delivery and obey the instructions of the responsible officer in this regard. The company must ensure that the worker and replacement workers are security screened and a report should be available on request by the Department.

10. REPORTING LINES

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

11. PRICING

- 11.1 The service provider must submit details regarding the price for the Cleaning Services. Rates for salaries and wages must be completed in full in accordance with the Basic Conditions of Employment Act (75/1999), including all Amendments and Sectoral Determinations for wage increases in terms of CPI.
- 11.2 Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX** for the contract duration.
- 11.3 **Failure to comply with the requirements mentioned above may result in automatic disqualification from the bidding process.**

12. PAYMENT TERMS

- 12.1 The Department undertakes to pay the Contractor within 30 days (thirty days) for work done to its satisfaction, upon the presentation of invoice which will be signed off by the Project Manager. No payment will be made in instances where there is outstanding work that was not satisfactorily performed by the Service Provider.
- 12.2 Unless agreed otherwise, the fee stipulated by the Service Provider shall be fixed for the period of this contract.

13. PROPOSAL REQUIREMENTS

- 13.1 A detailed project plan / work schedule with clear milestones and timeframes for each description task indicated above.
- 13.2 A contingency plan that stipulates actions to be taken if any activity detailed in the project plan is hampered.
- 13.3 The Service Provider must submit details regarding the price for the Cleaning and hygiene Services. Rates for salaries and wages must be completed in full accordance with the Basic Conditions of Employment Act (75/1999), including all Amendments and Sectoral Determinations.
- 13.4 A detailed cost breakdown as per attached Pricing Schedule. Only firm prices will be accepted.
- 13.5 Compliance to wage labour rates as per the Department of Labour's regulation.
- 13.6 Main business area (locality).
- 13.7 All equipment to be supplied and installed must be color coded, durable and SANS approved.
- 13.8 The supervisor must have, as a minimum, a grade 12 certificate (proof to be attached) and certificate (s) of competency for cleaner supervisor (certificates to be attached). The supervisor must have the ability to read and write and should be able to converse fluently in English.
- 13.9 Names and contact details of at least three (3) references where similar scope of work has been performed.

14. PRE-QUALIFICATION CRITERIA

- 14.1 Only Bidders registered as B-BBEE Status level **1 - 4** contributors will be considered for this bid as per Preferential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation.
- 14.2 Bidders are required to submit proof of B-BBEE Status Level of Contributor or a sworn affidavit in terms of the codes of good practice.
- 14.3 AOs/AAs (Accounting Officer / Accounting Authority) must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:
- 14.3.1 For tenderers other than EMEs (Exempted Micro Enterprises) – verification agencies accredited by SANAS; or
- 14.3.2 For tenderers who qualify as EMEs – a sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths.
- With the exception of EMEs and QSEs who are required to submit sworn affidavit in terms of Codes of Good Practice. Institutions must acquaint themselves with proof of B-BBEE as may be issued by the Department of Trade and Industry (DTI) from time to time.

15. MANDATORY REQUIREMENTS

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

- 15.1 Compensation for Occupational Injuries Disease Act, 1993, [COIDA] obtainable from the Department of Labour (Proof of registration **or** letter for tender purposes **or** letter of good standing).
- 15.2 Public Liability Insurance to the value of a minimum of R2m (Proof of quotation obtainable from any insurance companies or any other relevant proof).
- 15.3 Unemployment Insurance Fund (Proof of registration **or** Letter for tender purposes **or** Letter of good standing (obtainable from the Department of Labour).
- 15.4 **Compliance with all Tax Clearance requirements:**
- 15.4.1 Attach a Valid Tax Clearance Certificate / provide a Compliance Tax Status Pin on the space provided on the SBD 1 form;

- 15.4.2 Where consortium / joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements as proof;
- 15.4.3 The bidder must be registered on the National Treasury Central Supplier Database and attach a report as proof or provide registration number (MAAA)
- 15.4.4 If the bidder sub-contracts, the sub-contractor(s) must be registered on the National Treasury Central Supplier Database and the bidder must provide a CSD report as proof thereof or letter containing the registration number (MAAA).
- 15.5 The original company or close corporation resolution letter authorizing a particular person to sign the bid documents must be submitted with the bid submission.
- 15.6 Compliance to latest **sectorial determination wage labour rates** as per the Department of Labour's regulations.
- 15.7 The pricing schedule, SBD 3.1, must be completed in full. No replication of this document will be accepted. No pricing schedule other than the SBD 3.1 will be accepted. Therefore, **failure to complete that attached SBD 3.1 (pricing schedule) on its original form will lead to disqualification.**
- 15.8 Attendance of the Compulsory Briefing session as indicated in the signing of the attendance register.

16. EVALUATION CRITERIA

This bid shall be evaluated ***in three*** stages. On first stage bid will be evaluated on Mandatory requirement. On the second stage bids will be evaluated on functionality. The third stage evaluation will be done in accordance with 80/20 preference points system as stipulated below.

16.1 First Stage -Pre-qualification and Mandatory Requirement

16.2 Second Stage -Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criteria ranges from:

1 being Poor, 2 average, 3 good, 4 very good & 5 Excellent

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. ABILITY AND CAPABILITY	Company experience: Minimum 2 years' experience of the company in a cleaning and or hygiene industry (Reference letter/ testimonials from client that the company is servicing or has previously serviced must be attached). NB: Proof should include value and duration of projects.	40
	Cleaner to be utilized in the execution of the contract, please attach personnel CVs entailing skills (interpersonal, skills, writing and verbal communications) and experience in cleaning and hygiene and any available training certificates.	20
	Bidder's Protective clothing in line with the Occupational Health Safety Act (attach uniform pictures with Company Logo such as Overall and T-Shirt).	15
2. METHODOLOGY	Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan.	25
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Firms experience in both cleaning and / or hygiene services	No experience in cleaning industry	Managed cleaning or hygiene projects with desirable outcome, for less than 2 years	Managed and or hygiene projects with desirable outcome, for 2 years	Managed cleaning and or hygiene projects with desirable outcome, for 3 to 5 years	Managed cleaning and or hygiene projects with desirable outcome, for more than 5 years
Staff to be utilized in the execution of the contract, please attach personnel CVs entailing skills (interpersonal, skills, writing and verbal communications) and experience in cleaning and / or hygiene services.	1-11 months experience in cleaning and / or hygiene services	1-year experience in cleaning and / or hygiene services	2-year experience in cleaning and / or hygiene services	3 years' experience in cleaning and / or hygiene services	More than 4 years' experience in cleaning and / or hygiene services
Bidder's Protective clothing such as Overall and T-Shirt.	Bidders providing no pictures of protective clothing	Bidders providing pictures of protective clothing without company logo	Bidders providing pictures of protective clothing with company logo on the following: Overall and T-shirt	Bidders providing pictures of protective clothing and protective masks additional to Overall and T-shirt	Bidders providing pictures of protective clothing and protective masks, Overall and T-shirt additional cautionary boards
Methodology	No information	Information covering only the scope of work	Roster attached in line with scope of work.	Flexibility plan included additional to Good column	Contingency plan attached additional to Very Good column

Initials

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

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

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

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

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

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

17. TERMS AND CONDITIONS OF THE PROPOSAL

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

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

17.3 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.

- 17.4 The Service Provider's supervisor, who shall be identified in writing to the Departmental representative and empowered to act for him, shall constantly be represented on site during the official working hours. Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. The supervisor must be contactable at all times, preferably to be equipped with a cell phone. Supervisor must ensure that cleaning material is available at all times and that it should be replaced as required.
- 17.5 The Service Provider must arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/letter of intent. Premiums must be paid monthly after the award for the duration of the project failure to comply the Department will reserve the right to pay the premiums and to deduct such payments from money owed by the contractor.
- 17.6 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.
- 17.7 The Department reserves the right to conduct tests and analyses on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.
- 17.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 17.9 Proof of quotations or any other documents is required for Public Liability Insurance and Sanitary waste removal for bidding process, however proof of registration or contract/ agreement **must** be submitted by the successful bidder within the period of seven days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.
- 17.10 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 days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.
- 17.11 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.
- 17.12 Should the service provider not comply with any of the conditions contained in this term of reference during the contract period the DALRRD may cancel the contract within one-month notice.

- 17.13 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
 - 17.14 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
 - 17.15 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
 - 17.16 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.
 - 17.17 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.
 - 17.18 All security protocols shall be observed by the appointed service provider, including security clearance for any contracted staff assigned to the premises.
-

18. RESPONSIBILITY OF THE DEPARTMENT

- 18.1 The Department of Agriculture Land Reform and Rural Development shall:
- Conduct business in a courteous and professional manner with the Service Provider;
 - Not accept responsibility/liability 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; and
 - The Department will enter into a Service Level Agreement with the appointed service provider upon award of contract and prior to the issuing of a formal purchase order. This specification will also form part of the service level agreement.
- 18.2 The Department shall provide free of charge all necessary light, water, power, change rooms and other facilities that may be required by the Contractor to perform its services.
- 18.3 Adequate and safe lockable storage for such equipment and materials as the Contractor may deem necessary to leave at the Department's premises from time to time.
- 18.4 Access to the Department's first aid facilities should the need arise.
- 18.5 Safe access to the premises at all reasonable times in order that the Contractor may carry out its obligations in the terms of the contract. Necessary keys will be provided and are to be retained by the Supervisor.
- 18.6 All necessary documentation to meet with Departmental Security protocol requirements. All the Contractor's employees may be security screened and vetted before being allowed into the site.

19. RESPONSIBILITY OF THE CONTRACTOR

- 19.1 The Contractor shall:
- Provide everything necessary for the proper execution of the cleaning works to the due intent of the specification;
 - Maintain its equipment in good order and OHS compliant;
 - Ensure that fair labour practices are complied with;
 - Observe all statutory Conditions of Employment as to wages and other contributions, hours of work, overtime or leave applicable etc. to the Contract Cleaning Industry;
 - Supply an adequate labour force in order to render an acceptable standard of service to the Department. This labour force is to conduct itself in an efficient and professional manner, and in carrying out their duties, is to keep disturbances to the staff of the building to a minimum;
 - The supervisor shall attend to any problems or complaints that may arise, and directives given to him / her by the Departmental representatives shall be deemed to be given to the contractor;

- Keep the facilities provided clean and tidy;
- Conform to laws, Regulations or By Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto;
- Comply with Departmental security and emergency regulations and procedures; and
- Ensure that all staff employed is properly uniformed with identification/name tags.

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

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

21. INCEPTION OF CONTRACT

The contract will come into effect from the acceptance of the successful bidder's bid, and this bidder will render cleaning and hygiene services with effect from that date or a date mutually agreed upon. Bidders must be in a position to introduce their services as outlined above. The contract shall be for a period of twenty-four (24) months.

22. PARTNERSHIPS AND LEGAL ENTITIES

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

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

The Service Provider should provide full details regarding the Service Provider's nearest office to the premises at which the cleaning services are to be provided. In order to ensure the effective provision of the cleaning services the service provider is required to have an office in George from where the cleaning services are to be provided for the duration of the contract.

24. ACCEPTANCE OF SERVICE PROVIDER'S BID

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

25. MANAGEMENT SERVICES

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

26. COMPLIANCE REQUIREMENTS

- 26.1 Where both a quality standard and an agreed frequency are stipulated in respect of a responsibility, the Service Provider shall be required to comply with both the quality and the frequency standard.
- 26.2 The cleaning and hygiene services should be provided 100% (one hundred percent) in accordance with the agreed frequencies stipulated above.

27. LIABILITY

- 27.1 The Contractor will indemnify, protect, defend and hold harmless THE DEPARTMENT from and against any and all claims, demands, actions and proceedings whatsoever including all fees, cost and expenses incurred in respect thereof and arising out of.
- 27.2 Any claim in respect of any taxes payable by the Contractor.
- 27.3 Any claim in respect of the Compensation for Occupational Injuries and Diseases Act 1997 (SA) or for any loss for which the Contractor is liable.
- 27.4 Any claim in respect of the Occupational Health and Safety Act.
- 27.5 Any claim by any third person including any employees of the department or of the Contractor for any loss resulting from any bodily injury and/or damage to property by an act or omission of the Contractor or any of its employees, servants or agents.

28. ADDITIONAL SERVICES

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

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

- 29.1 The contractor will be required to provide certified employee payroll proving that the statutory minimum wage rates for employees in this contract cleaning period have been paid over, on a 6-monthly basis.
- 29.2 Failure to comply with the above will be treated as a default by the contractor. In addition, this information will be furnished to the Department of Labour and the Supply Chain Management Component for further action as they may see fit.

30. BID CONDITIONS

- 30.1 Apart from any Special Conditions stipulated in this bid, the General Conditions of Contract (GCC) shall also apply.
- 30.2 **NOTE:** Bidders shall familiarize themselves with the General Conditions of Contract (GCC) prior to submitting bid proposals.

31. CONTACT PERSONS

No	Name	Day Contact	Email Address
1	Ms Neo Choeu- Technical enquiries related	(044) 874 0021 082 419 5306	Neo.Choeu@dalrrd.gov.za
2	Mr Lincoln Mathebula- Bid related enquiries	021 409 0523	Lincoln.Mathebula@dalrrd.gov.za