



social development

Department:
Social Development
REPUBLIC OF SOUTH AFRICA

Private Bag X901, Pretoria, 0001

Enquiries: Z Mantantana, Email: ZolisaM@dsd.gov.za

Sir/Madam

1. Tender No: **SD10/2022**
2. Closing Date: 09 December 2022 at 11:00
Non-compulsory site inspection will be held at 134 Pretorius Street, Pretoria CBD on the 24 November 2022 at 10:00
3. The following documents form part of this invitation for a proposal:
SBD1: Invitation to bid
SBD3.3: Pricing Schedule
SBD4: Declaration of Interest
SBD6.1: Preference points Claim Form
4. **All the documents accompanying this invitation must please be completed in detail, where applicable and returned with your Bid.**
5. Please make sure that your bid reaches this office before the closing time and date
6. When submitting your bid, the following information must appear on the sealed envelope:
 - i. Name and address of the Bidder
 - ii. Bid number
 - iii. Closing Date
7. This envelope can be placed in the Bid box in the foyer at HSRC Building, 134 Pretorius Street, Pretoria

Kind regards

DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE: 16 / 11 / 2022

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL DEPARTMENT OF SOCIAL DEVELOPMENT)			
BID NUMBER:	SD10/2022	CLOSING DATE:	09 DECEMBER 2022
		CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE AND PROFESSIONAL CLEANING SERVICES AT THE DEPARTMENT OF SOCIAL DEVELOPMENT HEAD OFFICE, HSRC BUILDING, (PRETORIA), 134 PRETORIUS STREET AND THE GENDER-BASED VIOLENCE COMMAND CENTRE (GBVCC), SKIETPOORT STREET SALVOKOP FOR 36 MONTHS WITH AN OPTION TO RENEW FOR A FUTURE 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 HSRC Building, 134 Pretorius Street, 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:
☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
		☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
		☐ A REGISTERED AUDITOR	
		NAME:	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]
ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

TOTAL NUMBER OF ITEMS OFFERED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY

CONTACT PERSON

Mr Z Mantantana

CONTACT PERSON

Mr Z Mantantana

TELEPHONE NUMBER

TELEPHONE NUMBER

FACSIMILE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

ZolisaM@dsd.gov.za

E-MAIL ADDRESS

ZolisaM@dsd.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.

PRICING SCHEDULE
(Professional Services)

BID NO: SD10/2022

CLOSING TIME 11:00 ON 09 December 2022

NAME OF SERVICE PROVIDER:

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VAVULE ADDED TAX</u>
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APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE AND PROFESSIONAL CLEANING SERVICES AT THE DEPARTMENT OF SOCIAL DEVELOPMENT HEAD OFFICE, HSRC BUILDING, (PRETORIA), 134 PRETORIUS STREET AND THE GENDER-BASED VIOLENCE COMMAND CENTRE (GBVCC), SKIETPOORT STREET SALVOKOP FOR 36 MONTHS WITH AN OPTION TO RENEW FOR A FUTURE 24 MONTHS.

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

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	 days
.....	R.....	 days
.....	R.....	 days
.....	R.....	 days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....

Name of Bidder:

R.....

TOTAL: R.....

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

Any enquiries regarding bidding procedures may be directed to the –

Mr. Zolisa Mantantana
Email: ZolisaM@dsd.gov.za

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
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14

4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 10 or 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:

- 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 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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....



social development

Department:
Social Development
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE AND PROFESSIONAL CLEANING SERVICES AT THE DEPARTMENT OF SOCIAL DEVELOPMENT HEAD OFFICE, HSRC BUILDING, (PRETORIA), 134 PRETORIUS STREET AND THE GENDER-BASED VIOLENCE COMMAND CENTRE (GBVCC), SKIETPOORT STREET SALVOKOP FOR 36 MONTHS WITH AN OPTION TO RENEW FOR A FUTHER 24 MONTHS.

THE TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE AND PROFESSIONAL CLEANING SERVICES AT THE DEPARTMENT OF SOCIAL DEVELOPMENT HEAD OFFICE, HSRC BUILDING, (PRETORIA), 134 PRETORIUS STREET AND THE GENDER-BASED VIOLENCE COMMAND CENTRE (GBVCC), SKIETPOORT STREET SALVOKOP FOR 36 MONTHS WITH AN OPTION TO RENEW FOR A FUTHER 24 MONTHS.

1. PURPOSE

1.1 The purpose of this tender is to appoint a service provider to render the following services to the Department of Social Development (DSD) namely;

- 1 The provision of a general cleaning service at the DSD National Head Office situated in the Human Science Research Council (HSRC) building, and the Gender-Based Violence Command Centre (GBVCC) at Salvokop;
- 2 The monthly decontamination which will also include the Adhoc decontamination if a person is diagnosed positive with COVID-19, to decontaminate/disinfect the facilities as and when requested by the DSD to prevent and combat the spread of Coronavirus (COVID-19) at the DSD National Head Office in the HSRC building, and the GBVCC at Salvokop and;
- 3 The provision of a sanitary waste disposal service to assist to dispose of feminine hygiene waste in a safe, sensitive and environmentally friendly manner whilst ensuring an anti-bacterial and hygiene sanitary solution is provided to the DSD National Head Office at the HSRC building, and the Gender-Based Violence Command Centre (GBVCC) at Salvokop for 36 months.

2. BACKGROUND

The DSD requires general cleaning services as well as the rendering of decontamination monthly which includes adhoc decontamination of the buildings and the provision of a sanitary waste disposal service is an essential service.

Keeping the departmental space tidy and free of dust, dirt and allergens is a necessary part of ensuring a healthy environment for all. **General** consists of the basic cleaning tasks that include sweeping, vacuuming, dusting, mopping, etc. This type of 'surface' cleaning is performed more often to maintain cleanliness and hygiene. Having a regular cleaning schedule has the following benefits:

- a) Everything that's important gets cleaned frequently.
- b) Tidy and organised rooms convey order and comfort.
- c) Prevents growth of harmful bacteria in key areas (bathrooms and kitchens)
- d) Keeps odours from developing

3. SCOPE OF WORK

The successful service provider will be expected to undertake the following functions:

1. The provision of a general cleaning service at the DSD National Head Office situated in the Human Science Research Council (HSRC) building, and the Gender-Based Violence Command Centre (GBVCC) at Salvokop;
2. The monthly decontamination which will also include the Adhoc decontamination if a person is diagnosed positive with COVID-19, to decontaminate/disinfect the facilities as and when requested by the DSD to prevent and combat the spread of Coronavirus (COVID-19) at the DSD National Head Office in the HSRC building, and the GBVCC at Salvokop and;
3. The provision of a sanitary waste disposal service to assist to dispose of feminine hygiene waste in a safe, sensitive and environmentally friendly manner whilst ensuring an anti-bacterial and hygiene sanitary solution is provided to the DSD National Head Office at the HSRC building, and the Gender-Based Violence Command Centre (GBVCC) at Salvokop for 36 months with an option to renew for a further 24 months.

4.

- 4.1. Wages for the Cleaning Staff Compliment for the Department of Social Development and GBVCC;

- 1 X Full-Time Cleaner/Supervisor
- 20 X Full-Time Cleaners for the National Department of Social Development at the HSRC Building (2 X cleaners to perform food aid services).
- 2 X Full-Time Cleaners for the Gender-Based Violence Command Centre (GBVCC). To provide cleaning service on weekends at the Gender-Based Violence Command Centre (GBVCC) as the facility operates on a 24/7 basis.

NO	ITEM	COST PER MONTH
1.	Basic wage	R
2.	Annual leave	R
3.	Sick leave	R
4.	UIF	R
5.	Workman compensation	R
6.	Provident fund	R

7.	Annual bonus	R
8.	NCCA levy	R
9	Over time normal rate.	R
	Overtime on Sundays	R
10..	Other	R
TOTAL FOR ONE (1) CLEANER		R
TOTAL FOR 22 FULL-TIME CLEANERS		R

1 X Full-Time Cleaner/Supervisor

NO	ITEM	COST PER MONTH
1.	Basic wage	R
2.	Annual leave	R
3.	Sick leave	R
4.	UIF	R
5.	Workman compensation	R
6.	Provident fund	R
7.	Annual bonus	R
8.	NCCA levy	R
9.	Overtime normal rate	R
	Overtime on Sundays	R

10.	Other	R
TOTAL		R

4.2. Number of HSRC Floors: 11

a)	Parking level A (warehouse)	179 ^{m2} (Usable area)
b)	Ground Floor (Reception)	1077 ^{m2} + (Usable area)
c)	1 st Floor (Registry)	1120 ^{m2} (Usable area)
d)	2 nd Floor	1844.67 ^{m2} (Usable area)
e)	3 rd Floor	1844.67 ^{m2} (Usable area)
f)	4 th Floor	1844.67 ^{m2} (Usable area)
g)	5 th Floor	1844.67 ^{m2} (Usable area)
h)	6 th Floor	1844.67 ^{m2} (Usable area)
i)	7 th Floor	1844.67 ^{m2} (Usable area)
j)	8 th Floor	1844.67 ^{m2} (Usable area)
k)	9 th Floor	1652.68 ^{m2} (Usable area)
		Total 16941.37^{m2}

4.3. HSRC Floor layout

Floor	9	Passages	Vinyl
		Offices	Wood
Floor	8	Passages	Vinyl
		Offices	Carpet / Wood
Floor	7	Passages	Vinyl / Carpet
		Offices	Carpet / Wood
Floor	6	Passages	Vinyl
		Offices	Carpet / Wood
Floor	5	Passages	Vinyl
		Offices	Carpet / Wood
Floor	4	Passages	Vinyl
		Offices	Wooden Flooring / Carpet
Floor	3	Passages	Vinyl
		Offices	Carpet/Wood
Floor	2	Passages	Wood
		Offices	Carpet / Wooden Flooring
Floor	1	Registries	Carpets
		Reception	Vinyl/ Carpets

4.4. Number of HSRC kitchens: 20

1 X 6^{m2}

20 X 10^{m2}

1X 20^{m2}

4.5. Number of HSRC bathrooms

73

1 x Male (3 toilets, 3 urinals, 3 hand wash basins)

2 x Male (1 toilet; 1 hand washbasin)

1 x Ladies (1 toilet, 1 hand wash basin, 1 shower)

18 x Male (2 toilets, 2 urinals, 2 hand washbasins)

10 x Ladies (3 toilets, 3 hand washbasins)

9 x Ladies (2 toilets, 2 hand washbasins)

32 x Ladies (1 toilet, 1 hand washbasin)

Hand towel containers

73

TR3 Toilet paper containers

98

Hand soap dispensers

73

NB: The various dispensers have not been included.

4.6. Number of occupants

900

4.7. Number of daily visitors

300

5. Gender-Based Violence Command Centre Salvokop Facility

5.1. Number of GBVCC occupants: 50

5.2. Number of GBVCC bathrooms: 3 toilets and 3 hand washbasins(Male)
3 toilets and 3 hand washbasins(Female)

Hand towel containers

2

TR3 Toilet paper containers

6

Hand soap dispensers

2

5.3. Number of GBVCC kitchens 1 kitchen

5.4. GBVCC Area 1298^{m2} (Usable area)

5.5. The total area in square meters of the HSRC and GBVCC facilities to be cleaned:

HSRC 16941.37^{m2}

GBVCC 1298^{m2}

Total = 18 239.37^{m2}

Note: To provide cleaning service on weekends at the Gender-Based Violence Command Centre (GBVCC) as the facility operates on a 24/7 basis.

6. Cleaning Material

The table below set out the required Cleaning Materials

#	ITEM	Quantity	HSRC	GBVC	TOTAL COST PER MONTH
1	Toilet Paper (48 roles in bale)	bales	80	20	R
2	Hand Towels (6 roll in bale)	bales	40	25	R
3	Liquid Hand Soap	5 liters	15	5	R
4	Air Freshener (without dispensers)	250 ml	19	3	R
5	Duo Blocks	5 liters	5x 5 liters	1	R
6	Floor polish (Vision Gold / wetrok floor polish)	25 liters /	25L	2x5L	R
7	Bleach	5 liters	15	4	R
8	Handy Andy	5 liters	10	3	R
9	Dish washing liquid	5 liters	15	3	R
10	Toilet Bowl Cleaner	5 liters	5	1	R
11	Multi guard / Germ guard	5 liters	2	1	R
12	Pine gel	25 liters	2	1	R
13	Furniture Polish	400 ml	48	5	R
14	Wooden floor polish	25 liters	2		
15	Cleaning material for strip and sealing of vinyl flooring in the passages and the foyer.	50 liters	2	2	
16	Window Glow	5 liters	-	1	R

17	Wet wipes for toilets seats	76 boxes	70 toilets	2toilets	R
18	The hiring of, hand towels and toilet wipes dispensers.	73	71	2	R
19	Provide sanitary bins for 71 toilets in the HSRC Building and 2 sanitary bins for GBVCC.	73	71	2	R
20	Deep cleaning of all toilets in both facilities namely the HSRC building and GBVCC.	73	73	2	R
21	Deep cleaning of carpets and couches.	Price per square meter.			R
22	Deep cleaning of couches.	Price per item, 1 seater			R
		Price per item, 2 seater			R
		Price per item, 3 seater.			R
TOTAL					R

7. GUIDELINES

7.1. The following items are examples of materials and equipment that may be included in the service.

- ± 1000 to 1200 m^2 per cleaner.
- Plastic bags for dustbins in kitchen, offices and bathrooms, as well as for shredding machines and other purposes
- Buffing machines for the buffing of passage floors.
- Cleaning chemicals for cleaning toilets, floors, etc.
- Toilet brushes —1 per cubicle
- Gloves for cleaners
- Face masks for when working with chemicals
- Brooms
- Mops
- Buckets
- Dusters
- Furniture polish
- Cleaning liquid for copper, stainless steel, chrome, windows, and mirrors
- Non-slip polish for floors
- Non-ammoniac stripper
- Warning signs for wet/slippery floors
- Cleaning cloths
- Duo blocks for toilets
- Carpet shampoo
- Hand soap
- Hand paper towels

7.2. All necessary equipment and materials for the successful execution of the above cleaning are to be provided for by the contractor, which will include inter alia:

- Vacuum cleaners
- Polishers
- Brooms
- Mops
- All necessary chemicals
- Consumable e.g., one-ply toilet tissue to SABS and ISO standards, anti-bacterial liquid hand soap, paper hand towels, etc.
- Buckets
- Necessary sign boards e.g., floor wet and or slippery etc.

NB: All equipment is to be always kept in a fully functional and safe condition and to comply with all applicable regulations.

8. CLEANING TASK DIRECTIVE

CLEANING REQUIREMENTS											
Area		Procedure number	Procedure	Cleaning requirements for Area A.2							
				Twice a day	Daily	Twice a week	Once a week	Every second week	Once a month	Every 2nd month	Every 3rd month
Reception		AC.1	Vacuum all floor mats/carpets		X						
		AC.2	Cleaning of doormats		X						
		AC.3	Polish furniture/information desk			X					
		AC.4	Dusting & wiping desk		X						
		AC.5	Cleaning dustbins		X						
Refuse area		AD.1	Operate garbage compactor		X						
		AD.2	Sorting of refuse and disposing of wastepaper in separate bags		X						
Stairs	Fire escape stairs	AF.1	Sweep/Mop					X			
	Other stairs	AF.2	Sweep/Mop						X		
		AF.3	Dusting handrails		X						
		AF.4	Wash stairs/handrails				X				

Office area (including open plan areas and boardrooms)	Carpeted and wooden floors	BA.1	Vacuuming carpets and cleaning wooden floors				X										
		BA.2	Removal of marks				X										
	Refuse removal from offices	BB.1	Emptying of waste paper baskets, paper containers	X													
		BB.2	Washing waste paper baskets, paper containers, and refuse				X										
		BB.3	Sorting of refuse and disposing of waste paper in separate containers	X													
		BB.4	Removal of waste paper to a suitable place	X													
	Dusting/Washing/Polish	BC.1	The dusting of all office furniture and equipment			X											
		BC.2	Washing of doorknobs/grills			X											
	Vinyl, tiled, and wooden floors in corridors and foyers	BD.1	Sweeping of all floor surfaces			X											
		BD.2	Washing all floors with a mop				X										
		BD.3	Strip and seal areas. Stripping of the passages including the lift lobbies.											X			
Windows		BE.1	Cleaning of all windows on the inside											X			
Toilets		BF.1	Emptying, cleaning, and disinfecting all rubbish bins	X													
		BF.2	Disinfecting & cleaning all toilet bowls	X													

[illegible]

9. MONTHLY DECONTAMINATION OF FACILITIES TO PREVENT AND COMBAT THE SPREAD OF CORONAVIRUS DISEASE (COVID-19) AND OTHER CONTAGIOUS DISEASES AT THE NATIONAL DEPARTMENT OF SOCIAL DEVELOPMENT (DSD) AT THE HSRC BUILDING AND THE GENDER-BASED VIOLENCE COMMAND CENTRE (GBVCC) FOR 36 MONTHS WITH AN OPTION TO RENEW FOR A FURTHER 24 MONTHS.

9.1. Decontamination: the total process used to remove organic matter and microorganisms from an item and render it safe for use. There are three levels of decontamination:

- Cleaning,
- Disinfection and
- Sterilization.

9.2. Description of services: Decontamination of facilities to prevent and combat the spread of the coronavirus disease (COVID-19).

Department: Department of Social Development

Place / Area: HSRC Building, 134 Pretorius Street, Pretoria

Gender-Based Violence Call Centre, Salvokop Pretoria

Provide decontamination of the interior of the buildings including all windows, walls, doors, doorknobs, floor surfaces, working spaces, office equipment, and general office/accommodation space in accordance with hygiene norms and standards and the Department of Health COVID-19 Environmental Health Guidelines.

9.3. Certificate of Decontamination/Disinfection

The Service Provider must issue a Certificate of Decontamination/disinfected, naming that the facility has been decontaminated/disinfected using an approved (provide the name of decontamination/disinfectant chemicals) disinfectant against the COVID-19 and the date this took place. If this is done in different buildings each building must have its certificate.

9.5 Cleaning machinery, equipment

The Service Provider must provide all the commercial mechanical and electrical equipment for the decontamination/disinfection and cleaning of facilities thereafter.

- The operator of the decontamination/disinfection machinery must be a

trained person in compliance with the General Machinery Regulations, 1988 issued in terms of the Occupational Health and Safety Act, 1993.

9.6 Consumables

The Service Provider is responsible for supplying all consumable items that are necessary for the execution of an effective service.

9.7. Decontamination/Disinfecting of the Buildings

This process will take place as follows:

- A monthly schedule will be drafted by the service provider and DSD representative
- Decontamination/disinfection will take place once a month for thirty-six (36) months.
- A pandemic-related disease could be inactivated by a range of disinfectants including sodium hypochlorite (household bleach– 5 to 10% solution), quaternary ammonia compounds (granular chlorine), alcohol, phenolic disinfectants, peroxygen compounds, other germicides with a tuberculocidal claim on the label. Disinfectants and cleaning products must compile with the SABC standards.
- Service provider to advise time for chemicals used when will be safe for employees to return to work.

9.8. MONTHLY COST: Decontamination of facilities, HSRC Building, and Gender-Based Violence Call Centre, Salvokop Pretoria. **Total is 19093.40m²**

BUILDING	COST PER SQUARE METER R	COST PER MONTH	TOTAL FOR 36 MONTHS
HSRC Building Decontamination of the HSRC Building, is 16941.37m²	R	R	R
Decontamination of Gender-Based Violence Command Centre (GBVCC) Call Centre, Salvokop Pretoria, is 1298m²	R	R	R
Total cost for 36 months			R

10. ADHOC DECONTAMINATION OF THE BUILDINGS IF A PERSON IS DIAGNOSED POSITIVE WITH COVID-19.

To decontaminate/disinfect the building as and when requested by the Department of Social Development to prevent and combat the spread of Coronavirus disease (COVID-19) at the National Head Office at the HSRC Building, (Pretoria), 134 Pretorius Street and the Gender-Based Violence Command Centre (GBVCC), Skietpoort Street Salvokop, facilities for 36 months.

The service provider must be available to decontaminate/disinfect the buildings as and when requested.

10.1 COST PER SQUARE METER

BUILDING	COST PER SQUARE METER R
HSRC Building Decontamination of the HSRC Building is 16941.37m²	R
Decontamination of Gender-Based Violence Command Centre (GBVCC) Call Centre, Salvokop Pretoria, is 1298m² .	R

11. THE PROVISION OF A SANITARY WASTE DISPOSAL SERVICE TO ASSIST TO DISPOSE OF FEMININE HYGIENE WASTE IN A SAFE, SENSITIVE AND ENVIRONMENTALLY FRIENDLY MANNER WHILST ENSURING AN ANTI-BACTERIAL AND HYGIENE SANITARY SOLUTION IS PROVIDED TO THE DSD NATIONAL HEAD OFFICE AT THE HSRC BUILDING, AND THE GENDER-BASED VIOLENCE COMMAND CENTRE (GBVCC) AT SALVOKOP FOR 36 MONTHS WITH AN OPTION TO RENEW FOR A FURTHER 24 MONTHS.

Whilst the law does not actually specify that employers have to provide sanitary bins, there are a number of references to how commercial volumes of sanitary waste (the volumes generated by an office building for example) should be disposed of, in various pieces of legislation, including:

- The National Environmental Management: Waste Act, 59 of 2008
- The Health Care Risk Waste Regulations (part of NEMWA, act 59 of 2008)
- The Occupational Health & Safety Act, 85 of 1993.

Sanitary products mean disposable sanitary pads, reusable sanitary pads, tampons and menstrual cups or any similar product. The volume of waste produced by the department has to be handled differently. This is because sanitary waste is a blood product, and it may contain bloodborne pathogens such as HIV and Hepatitis B that could lead to serious health and environmental risks if not disposed of properly and it is this fact that puts it into the Healthcare Risk Waste (HRW) category.

General waste and hazardous waste The National Environmental Management: Waste Act, 59 of 2008 (NEMWA) (pg 12) categorises waste into 2 categories:

General Waste and Hazardous waste.

1. General waste is defined as waste that does not pose an immediate hazard or threat to health or to the environment and includes domestic waste.
2. Hazardous waste is defined as any waste that contains organic or inorganic elements or compounds that may - owing to the inherent physical, chemical or toxicological characteristics of that waste - have a detrimental impact on health and the environment. The possibility of cross-contamination from infected blood logically puts sanitary waste into the Hazardous category.

The volume of waste produced by the department has to be handled differently. This is because sanitary waste is a blood product, and it may contain blood borne pathogens such as HIV and Hepatitis B that could lead to serious health and environmental risks if not disposed of properly and it is this fact that puts it into the Healthcare Risk Waste (HRW) category.

Furthermore, the Department of Water Affairs and Forestry states in its Policy on the Disposal of Sanitary Waste that their preferred method of treatment for large volumes of sanitary waste is incineration.

Therefore, feminine hygiene waste must be disposed of in a safe and environmentally friendly manner whilst also ensuring that the department remains compliant with the South African legislation outlined above.

The service provider must be a certified waste carrier and they should be able to provide the department with a certificate of disposal that sanitary waste is being disposed of according to the regulations mentioned.

As well as providing these conveniences, sanitary waste must be managed to the point of disposal. This means that neither the department nor any of the employees should dispose of the contents of the sanitary bins. Only a licensed carrier can do this and a full audit trail of documentation must be available at all times. The safe disposal of feminine hygiene waste is essential to ensure that the department complies with The Occupational Health & Safety Act, 85 of 1993 and The National Environmental Management: Waste Act, 59 of 2008. Initial is a registered Waste Carrier and will provide you with a Certificate of Disposal for your feminine hygiene waste - that means you'll know that it's been disposed of at the correct landfill and in the manner that has the least environmental impact.

The National Environmental Management: Waste Act, 59 of 2008, requires the department to comply with the safe disposal (provide the department with a Certificate of Disposal) of infectious waste. This means that providing the right facilities, serviced by a licenced waste disposal company is mandatory.

Specification for the sanitary waste disposal service should be as follows:

- a) Contract should be for 36 months.
- b) Provide sanitary bins for 71 ladies toilets in the HSRC Building and 2 sanitary bins for GBVCC; Sanitary bins to be provided by service provider.
- c) It must be free standing for easy fit into toilet cubicle.
- d) It must be a 22litre capacity.
- e) It must have a self-opening/ closing lid which requires no power and eliminates contamination.
- f) Empty sanitary bins and replace sanitary bin liner. Bins to be sanitised
- g) Soiled sanitary bins must be taken off site and replaced with clean sterilized holder.
- h) Sanitary bins, including liner, powder and line pockets to be replaced with sterilized holders. Cleaning schedules for sanitary bins shall be on a fortnight (every two-weekly basis).

A service schedule should be provided by the successful service provider. The service provider to provide a dedicated person/team to ensure that the entire department is serviced on the day of the service and as per schedule to be provided.

PRICING FOR DISPOSAL AND SERVICING OF FEMININE WAST (BI- WEEKLY)

BUILDING	COST PER BIN	COST PER MONTH	TOTAL FOR 36 MONTHS
HSRC			
GBVCC			

12. DESCRIPTION OF GENERAL AND MANDATORY REQUIREMENTS

NO:	DESCRIPTION	COMPLY YES/NO	REMARKS
12.1	GENERAL CONDITIONS		
	The General Conditions of Contract prescribed by the National Treasury will apply to this bid.		
12.2.	MANDATORY EQUIREMENTS		
12.2.1	Bidders must be registered with a Contract Cleaning Association.		
12.2.2	Bidders must be registered in terms of Section 28 of the Unemployment Insurance Act, 1996.		
12.2.3	Bidders must be registered in terms of Section 80 of the Compensation for Occupational Injury and Diseases Act, 1993.		
12.2.4	Proof must be provided of Public Liability Insurance of at least R 3 million.		
12.2.5	Bidders must have at least two (2) years of credible experience in the cleaning industry. Reference letters must be attached.		
12.2.6	Attach a Tax compliance status pin.		
12.2.7	Certificate of Authority for signatory/letter of authority		
12.2.8	Completed and signed Standard Bid Documents: SBD 1, SBD 3.3, SBD 4, SBD 6.1		

13.	SUBMISSION OF BIDS Bidders must furnish the following information per annexure regarding their company as part of the bid proposal:		
13.1	Proof of registration at the Contract Cleaning Association.		
13.2	Proof of registration at the Unemployment Insurance Fund.		
13.3	Proof of registration at the Compensation for Occupational Injury and Diseases Act.		
13.4	Proof that the bidder has at least two (2) years of credible experience. (Letters of goodwill from at least two references.		
13.5	Failure to comply with any of the conditions in paragraphs 12 to paragraph 13 above will result in a bid being disqualified.		
14.	PRICE STRUCTURE		
14.1	It will be expected of potential service providers to quote an all-inclusive cost per month (including the wages of all staff members, all cleaning material, equipment, and overheads, as well as Value Added Tax).		
15.	WAGES		
15.1	The Department requires 18 full-time cleaners, 1 full-time supervisor/cleaner, and 1 part-time project manager for the full duration of the contract period and 2 Full-Time Cleaners for the Gender-Based Violence Command Centre (GBVC).		
15.2	Bidders must comply with any applicable terms of the agreement in terms of the Labour Relations (Act 66 of 1995) and Basic Conditions of Employment Act, 1997(Act No.75 of 1997). Minimum wages must be adhered to and other benefits such as bonuses, paid vacation leave, and sick leave must also be provided		
16.	WORKMANSHIP AND MATERIAL		

16.1	All work must be of a high standard and executed to the satisfaction of the State. All material, viz chemicals, etc. must be of good and acceptable quality and must be SABS approved.		
17.	ROUTINE ACTIVITIES		
17.1	Cleaning work should under no circumstance disrupt the routine activities of the State.		
18.	COMPLIANCE WITH ACTS & REGULATIONS		
18.1	All acts and regulations relating to cleaning services must be strictly adhered to by the contractor.		
19.	SERVICE LEVEL AGREEMENT		
19.1	It will be expected of the successful service provider to enter into a service level agreement with the Department.		
20.	PLASTIC REFUGE BAGS		
20.1	Plastic refuse bags must be supplied by the contractor.		
21.	FIRE SAFETY EQUIPMENT/EXTINGUISHERS		
21.1	The contractor and his employers shall under no circumstances make use of Fire hose reels or other fire extinguishers on the site in the activities attached to the rendering of the service.		
22.	Unacceptable cleaning agents		
22.1	No equipment utensils or agents that may damage the buildings, fittings, persons, or contents shall be used. The State has the right to reject any such equipment, utensils, or agents. All equipment and cleaning chemicals must be SABS and ISO compliant		
23.	MACHINES & EQUIPMENT		
23.1	The service provider shall re-fill, empty, or clean all machines and equipment only at such places as indicated.		
24.	WARNING BOARDS		

24.1	Readable warning boards or signs shall be exhibited where needed, where the rendering of the cleaning service may cause injury to any person(s).		
25.	INFLAMMABLE AND POISONOUS SUBSTANCES		
25.1	The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the State for the rendering of the service or any other purposes.		
26.	LIABILITY		
26.1	The service provider indemnifies the State herewith from any claim from a third party and all costs or legal expenses concerning such a claim for loss or damage resulting from the death, injuries, or ailment of any person, or the damage of the property of the contractor or any other person that may result from or be related to the execution of this contract		
27.	DAMAGE COMPENSATION		
27.1	The service provider will be held responsible for any damage or thefts that may be caused to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification accordingly be imposed by the State against the contractor.		
28.	Rectification of damages		
28.1	In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the service, the service provider undertakes to rectify the damage immediately to the satisfaction of the State. If the contractor fails to act immediately after notification, the State will rectify the damage at will and the costs thereof will be recovered from any amount payable.		
29.	TERMINATION		

29.1	In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the General Conditions of Contract as prescribed by the National Treasury will be applicable.		
29.2	The State reserves the right to withdraw any part(s) of the premises or the premises as a whole from the service, with at least three months' written notification to the service provider. Should a part of the premises be withdrawn, the contract amount will be adjusted pro-rata from the date of withdrawal. The service provider will be entitled to payment up to the date of withdrawal but will not be entitled to any condensation or damages as a result of the withdrawal or termination.		
30.	PERSONNEL OF THE CONTRACTOR		
30.1	The personnel of the service provider will have access to all areas, subject to other stipulations in this contract, to render the service. If the service is not rendered in that specific area at a given time access to that area is forbidden.		
30.2	Each member of the service provider's personnel must submit a trade health certificate at the start of the cleaning service and it must be revised annually at the request of the contract person.		
30.3	Without prejudice to the service provider's responsibility to select his personnel before employment, the State will at all times have the right to point out staff members of the service provider who are considered as safety, health, or security risk or undesirable in which case the service provider may be requested not to utilize such person(s) any longer to honour his obligations in terms of this agreement.		
30.4	In such a case the service provider will immediately comply with the request and the contractor will not (as a result of such a request) be entitled to bring a claim for loss or damage against the State and the		

	contractor indemnifies the State against any claim from the employee concerned.		
30.5	Any cleaner who absent themselves for one or other reason must be replaced by the service provider for the duration of such absence from duty with another cleaner, who has similar qualifications and experience.		
31.	UNSPECIFIED SERVICES		
31.1	If any unspecified services are required by the occupant of the building and payment must be made for such services, authorization in the form of an official order form must be obtained in advance.		
32.	PAYMENT		
32.1	Payment will be made monthly at the end of each month and after receipt of a detailed invoice from the service provider. Payment will be effected within 30 days after receipt of the invoice from the service provider. Invoices must reflect the month of the claim and the order number at all times.		
33.	EVALUATION OF PROPOSALS		
33.1	The evaluation of bids will be conducted in three stages:		
(a)	Firstly, the proposals will be evaluated on compliance with Mandatory requirements. Secondly, the functionality. An evaluation panel will allocate points (scale of 1 - 5) in respect of functionality according to the criteria set out in paragraph 34. Proposals scoring less than 80 points in respect of functionality will be disqualified and not be evaluated further.		
(b)	Thereafter , only the qualifying bids will be evaluated in terms of the 80/20 preference point system as contemplated in the Preferential Procurement Regulations 2011, issued in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000).		

33.2	The 80 points will be used to calculate points for price only and the 20 points will be used to calculate points for BBBEE status level of contribution (SBD6.1).		
33.3	The points in respect of price will be calculated on the total all-inclusive cost per month (including all wages, cleaning material, equipment, overheads, profit, as well as Value Added Tax).		
33.4	Technical proposals will be evaluated on a scale of 1–5 following the criteria below. The rating will be as follows: 1 = Very Poor 2 = Average 3 = Good 4 = Very Good 5 = Excellent		

34. EVALUATION CRITERIA

ELEMENT	Rating					Weight	Total
	1	2	3	4	5		
Bidders must provide a list of projects demonstrating experience in the cleaning industry. Bidders will be rated as follow: 1-2 projects = 1 3-4 projects = 2 5-6 projects = 3 7-8 projects = 4 9 and more = 5						40	
Methodology: The Company's methodology should include but not limited to the following: (a) Project plan detailing the project implementation and rollout plan for cleaning and hygiene services. (i) Staff capacity = 5 (ii) Contingency plan = 5 (iii) Environmental controls = 5 (iv) Covid-19 plan =5 (v) Health & Safety =5						40	

34. EVALUATION CRITERIA							
ELEMENT	Rating					Weight	Total
	1	2	3	4	5		
(b) Delivery capacity demonstrating that they have the necessary capacity to provide the required service. (i) Equipment: (Attach asset register and list of inventory) = 10 (ii) Office infrastructure (Attach a title deed or lease agreement) = 5							
Experience of Key Personnel: Experience of the key account Manager responsible for the contract and will be the central point of contact for the Department on all matters relating to the agreement. 1-2 years = 1 3-4 years = 2 5-6 years = 3 7-8 years = 4 9 and more = 5						20	
FUNCTIONALITY						100	

35. GENERAL REQUIREMENTS

The General Conditions of Contract (GCC) as prescribed by the National Treasury (NT) will be applicable in all instances.

36. VALIDITY PERIOD OF BIDS

The bids shall be valid for a period of 120 days after the closing date.

37. BRIEFING SESSION

There will be no briefing session however, a non-compulsory site inspection will be held at 134 Pretorius Street, Pretoria CBD on the 24 November 2022 at 10:00

38. ENQUIRIES

Enquiries may be directed to:
Director Supply Chain Management
Mr. Z Mantantana
Email: ZolisaM@dsd.gov.za
Telephone number: 012 312 7463