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5/2/2/1- DALRRD NC 0005 (2023/2024)

DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT: THE OFFICE OF REGIONAL LAND CLAIMS COMMISSIONER: NORTHERN CAPE FOR A PERIOD OF THIRTY – SIX 36 MONTHS.

THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

Date : 23 FEBRUARY 2024

Time : 09:00

Venue : **CRESCENT HOUSE BUILDING
1-7 D'ARCY STREET
KIMBERLEY
8301**

CLOSING DATE: 08 MARCH 2024

TECHNICAL ENQUIRIES :

Ms Keolebogile Mothibi

TEL :

EMAIL : KeolebogileM@dalrrd.gov.za

BID RELATED ENQUIRIES :

Mr Baagileng Sekgele

TEL : (053) 830 4000 / 060 965 5968

EMAIL : BaagilengS@dalrrd.gov.za





agriculture, land reform & rural development

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

PROVINCIAL SHARED SERVICE CENTRE: NORTHERN CAPE

Directorate: Financial and Supply Chain Management Services: **Sub-Directorate:** Demand and Acquisition Management Services:
Enquiries: Ms T Chubane : **Tel:** (053) 830 4000/30

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

CLOSING TIME: 11H00

CLOSING DATE: 08 MARCH 2024

DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT: THE OFFICE OF REGIONAL LAND CLAIMS COMMISSIONER: NORTHERN CAPE FOR A PERIOD OF THIRTY – SIX 36 MONTHS.

VALIDITY PERIOD: 90 DAYS

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the SBD 1, SBD 3, 3, SBD 4, SBD 6.1, 6.2 GCC and Specification.
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Each bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, and closing date and time.
5. The bid must be addressed to the Director: Finance and Supply Chain Management, Provincial Shared Service Centre, Department of Agriculture Land Reform and Rural Development, in order to reach the destination no later than the closing date and time. The bid must be deposited in the bid box situated on the 6th floor reception area of the Department of Agriculture Land Reform and Rural Development, Corner Knight & Stead Street ,6th floor Court Building Kimberley 8301. **Bidders must ensure that bids are delivered timeously to the correct address. (failure to comply will disqualify your proposal)**

Yours faithfully

Mr Baagileng Kenneth Sekgele
Deputy Director: Supply Chain Management
Provincial Shared Service Centre: Northern Cape
Date: 13/02/2024

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual

- (d) for each appropriate unit of the supplied goods; performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	5/2/2/1 – DALRRD NC 0005 (2023/2024)	CLOSING DATE:	08 MARCH 2024	CLOSING TIME:	11:00
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DESCRIPTION APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT: THE OFFICE OF REGIONAL LAND CLAIMS COMMISSIONER: NORTHERN CAPE FOR A PERIOD OF THIRTY – SIX 36 MONTHS.

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

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

**DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
CNR KNIGHT & STEAD STREET
KIMBERLEY
8301**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No			<input type="checkbox"/> 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	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
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SIGNATURE OF BIDDER DATE

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY	DALRRD	CONTACT PERSON	TSHEGOFATSO CHUBANE
CONTACT PERSON	BAAGILENG SEKGELE	TELEPHONE NUMBER	053 830 4000
TELEPHONE NUMBER	053 830 4000 / 060 695 5968	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Tshegofatso.chubane@dalrrd.gov.za
E-MAIL ADDRESS	BaagilengS@dalrrd.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

CENTRAL SUPPLIER DATABASE (CSD) NUMBER:

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

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

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

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

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

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

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

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

AUTHORITY OF SIGNATORY

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

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

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on 20 May 2000,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no DRDLR (CRD-10) 2018/19, and any contract which may arise there from,	
on behalf of MABEL HOUSE (Pty) Ltd.	
SIGNED ON BEHALF OF THE COMPANY (Signature of Managing Director)	
IN HIS CAPACITY AS: Managing Director	
DATE: 20 May 2000	
SIGNATURE OF SIGNATORY: (Signature of A.F Jones)	
As witnesses:	
1.
2.
Signature of person authorised to sign the tender:	
Date:	

DALRRD

PRICING SCHEDULE FOR RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: OFFICE OF REGIONAL LAND CLAIMS COMMISSIONER IN THE NORTHERN CAPE FOR A PERIOD OF THIRTY SIX (36) MONTHS

SBD

3.3

PRICING SCHEDULE
(Professional Services)

NAME OF Service Provider:Bid NO.:
RDRLR
CLOSING TIME:11:00

ITEM NO <u>TAX</u>	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED</u>
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1. 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.

N.B

- Monthly costs of cleaners must be inclusive of all hidden costs. (Overtime, leave payments, sick leave, UIF, public holiday, bonus, COIDA, skills development levy & provident fund)
- All cleaning equipment and detergents must be provided by the bidder.

Name of Bidder:

PRICING SCHEDULE FOR RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: OFFICE OF REGIONAL LAND CLAIMS COMMISSIONER IN THE NORTHERN CAPE FOR A PERIOD OF THIRTY SIX (36) MONTHS

PRICING SCHEDULE [SBD 3.3]

- Pricing must be fixed for the duration of the project. Only the wage increment based on a department of labour sectoral wage determination will be considered

Bid Initials

Bid's Signature.....

Date:.....

A. LABOUR RATES

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	QUANTITY REQUIRED	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
WORKING SUPERVISOR	R.....	1	36 MONTHS	R.....
CLEANERS	R.....	03	36 MONTHS	R.....
SUBTOTAL COST (EXCL VAT)				R.....
VAT @ 15%				R.....
TOTAL COST (INCL VAT)				R.....

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

Name of Bidder:

PRICING SCHEDULE FOR RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: OFFICE OF REGIONAL LAND CLAIMS COMMISSIONER IN THE NORTHERN CAPE FOR A PERIOD OF THIRTY SIX (36) MONTHS

PRICING SCHEDULE [SBD 3.3]

B. CLEANING EQUIPMENT, MACHINERY, CLEANING DETERGENTS

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
EQUIPMENTS AND MACHINERY	R.....	36 MONTHS	R.....
CLEANING DETERGENTS AND REFUSE BAGS (See item Q and J of the refuse bags scope of work)	R.....	36 MONTHS	R.....
SUBTOTAL COST (EXCL VAT)			R.....
VAT @ 15%			R.....
TOTAL COST (INCL VAT)			R.....

Bid Initials

Bid's Signature.....

Date:.....

Name of Bidder:

PRICING SCHEDULE FOR RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: OFFICE OF REGIONAL LAND CLAIMS COMMISSIONER IN THE NORTHERN CAPE FOR A PERIOD OF THIRTY SIX (36) MONTHS
PRICING SCHEDULE [SBD 3.3]

C. SUPPLY AND INSTALLATION DISPENSERS - HYGIENE SERVICE

HYGIENE SERVICE TASK DESCRIPTION	QUANTITY OF CONSUMABLES PER MONTH	MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT DURATION 36 MONTHS
Supply and installation of new 8 she bins (See item I of the scope of work)	8			R.....
Supply and replenishment of inner of plastic bag 8 SHE bin x 8 waste plastic bags x 4 weeks	32 per month	R..... Per month	36 MONTHS	R.....
Supply of 20 litter waste bins (material plastic) per toilet	11			R.....
Supply and installation of plastic bag dispensers per female toilet cubicle	8			R.....
Supply of plastic bag	(50 in a dispenser)	R..... Per month	36 MONTHS	R.....

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

Name of Bidder:

PRICING SCHEDULE FOR RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: OFFICE OF REGIONAL LAND CLAIMS COMMISSIONER IN THE NORTHERN CAPE FOR A PERIOD OF THIRTY SIX (36) MONTHS
PRICING SCHEDULE [SBD 3.3]

Supply and installation of seat wipe automated dispensers in accessible, female and male toilets, unisex toilets	11			R.....
Supply and replenishment of sanitizer foam in accessible, female and male toilets, unisex toilets	44 (+400ml in a dispenser)	R..... Per month	36 MONTHS	R.....
Supply and installation of toilet paper holder dispensers in accessible, female and male toilets, unisex toilets	11			R.....
2 PLY TOILET PAPER ROLLS	44 per day	R..... Per month	36 MONTHS	R.....
Supply and installation of liquid hand soap automated dispenser in female and male and accessible toilets, unisex toilets	11			R.....
Supply and replenishment of liquid soap	11 (9 x ±500ml) every two weeks	R..... Per month	36 MONTHS	

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

Name of Bidder:

PRICING SCHEDULE FOR RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: OFFICE OF REGIONAL LAND CLAIMS COMMISSIONER IN THE NORTHERN CAPE FOR A PERIOD OF THIRTY SIX (36) MONTHS
PRICING SCHEDULE [SBD 3.3]

				R.....
Supply and installation of hand paper towel dispenser in accessible, female and male toilets, unisex toilets and Kitchens.	15			R.....
Supply of hand paper towels	15 after two weeks	R..... Per month	36 MONTHS	R.....
Supply and installation of automatic air freshener dispenser in both female and male toilets unisex toilets	11			R.....
Supply & replenishment of automatic Air Freshener	11 air freshener in two weeks (22 per month)	R..... Per month	36 MONTHS	R.....
Supply and installation of auto janitor sanitizer dispenser in urinals man toilets	5			R.....
Refill janitor sanitizer	5 Weekly	R..... Per month	36 MONTHS	R.....

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

Name of Bidder:

PRICING SCHEDULE FOR RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: OFFICE OF REGIONAL LAND CLAIMS COMMISSIONER IN THE NORTHERN CAPE FOR A PERIOD OF THIRTY SIX (36) MONTHS
PRICING SCHEDULE [SBD 3.3]

Supply and installation of wall mounted automatic hand sanitizer dispenser at the entrances of the building.	1			R.....
Supply and replenishment of automatic hand sanitizer refill of liquid with at least 70 % alcohol	1 Weekly	R..... Per month	36 MONTHS	R.....
SUB TOTAL COST (EXCL VAT)				R.....
VAT @ 15 %				R.....
TOTAL COST FOR THE PROJECT(INC VAT)				R.....

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

Name of Bidder:

PRICING SCHEDULE FOR RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT: OFFICE OF REGIONAL LAND CLAIMS COMMISSIONER IN THE NORTHERN CAPE FOR A PERIOD OF THIRTY SIX (36) MONTHS

PRICING SCHEDULE [SBD 3.3]

SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST INCLUDING VAT
A.TOTAL COST FOR LABOUR RATES INCLUDING VAT	R.....
B. CLEANING EQUIPMENT, MACHINERY, CLEANING DETERGENTS AND TOILET ROLLS INCLUDING VAT	R.....
C. SUPPLY AND INSTALLATION DISPENSERS - HYGIENE SERVICE INCLUDING VAT	R.....
TOTAL BID PRICE	R.....(Should reflect on SBD 1 as well)

Bid Initials

Bid's Signature.....

Date:.....

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 2022**

COMPETITIVE BID PROCESS (ABOVE R 1 MILLION UP TO R 50M)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor’s letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Specific goal: **Locality** –
 - (a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - (b) a valid lease agreement from the lessor **or**
 - (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.
- 1.8 Local content – specific goal: the SBD 6.2 must be fully completed and signed

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Locality (Promotion of South African owned enterprises or promotion of enterprises located in a specific province or promotion of enterprises located in a specific district) <i>(select one)</i>	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>
<p>DATE:</p>
<p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Protective Clothing	100 %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

<p>LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)</p> <p>IN RESPECT OF BID NO.</p> <p>ISSUED BY: (Procurement Authority / Name of Institution):</p>

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5

of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.			
(C2)	Tender description:			
(C3)	Designated product(s)			
(C4)	Tender Authority:			
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula	EU	GBP
(C7)	Specified local content %			

Note: VAT to be excluded from all calculations

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____ Pula _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

This total must correspond with Annex C - C24

Signature of tenderer from Annex B _____

Date: _____



agriculture, land reform & rural development

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

Provincial Shared Service Centre: Northern Cape, Private Bag X5007, KIMBERLEY, 8300, Tel (053) 830 4000
New Public Building, Cnr Stead & Knight Street, KIMBERLEY, 8301, Fax (053) 831 4095

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT: THE OFFICE OF REGIONAL LAND CLAIMS COMMISSIONER: NORTHERN CAPE FOR A PERIOD OF THIRTY – SIX 36 MONTHS.

PHYSICAL ADDRESSES:

**CRESCENT HOUSE BUILDING
1-7 D'ARCY STREET
KIMBERLEY,
8300**

1. OBJECTIVES

The objective of the specification is to appoint a suitable Service Provider that can render cleaning services for the Department of Agriculture, Land Reform and Rural Development for Regional Land Claims Commissioner: Northern Cape Province for a period of thirty-six 36 months.

2. STAFFING REQUIREMENTS

Staff required	Number of Staff	Gender
Working Supervisor	01	Female/ Male
Cleaners	03	01 Male and 02 Female

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: REGIONAL LAND CLAIMS COMMISSION: NORTHERN CAPE FOR A PERIOD OF THIRTY – SIX 36 MONTHS.

3. SCOPE OF WORK

- Number of floors: 02
- Offices: 46
- Main Photocopy Room (ground floor): 01
- Mini Photocopy Room: 03
- Main Kitchens: 02
- Mini Kitchens: 02
- Waiting areas: 01
- Boardrooms: 02
- Reception area: 01
- Security Room: 02
- Toilets: 4 Male
 - : 3 Female
 - : 1 Accessible Toilet
 - : 1 Unisex Toilet
- Toilet cubicles: Males Toilets 4
- Toilet Cubicles: Female Toilets 5
- Toilet Cubicles: Unisex Toilets 1
- Toilet Cubicle (Accessible): 1
- Urinal basin: 5
- Hand Wash basins: 13
- Storeroom: 02
- Registry Storage: 03
- Volts Storage: 01
- Server Room: 02
- Surface to be cleaned approximately 1440m² square meters (see the floor plans)

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: REGIONAL LAND CLAIMS COMMISSION: NORTHERN CAPE FOR A PERIOD OF THIRTY – SIX 36 MONTHS.

SECTION A

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
A. OFFICES, BOARDROOMS CRESCENT HOUSE BUILDING	
Clean floor according to type, dust/wipe down all horizontal / vertical surfaces with a damp cloth	<ul style="list-style-type: none"> • Daily
Dust desks, computers, door handles with a damp cloth using disinfectant liquid with at least 70 % alcohol	<ul style="list-style-type: none"> • Twice Daily
Clean directory boards	<ul style="list-style-type: none"> • Daily
Wipe all telephones with a damp cloth with a suitably diluted disinfectant.	<ul style="list-style-type: none"> • Once Weekly
Clean picture frames, glass and polish all wooden furniture	<ul style="list-style-type: none"> • Weekly
Empty dust bins, wastepaper baskets, wash and replace plastic inners (Refuse bags as per bin size).	<ul style="list-style-type: none"> • Daily
Clean water jug and drinking glasses with dish washing liquid and refill with fresh water.	<ul style="list-style-type: none"> • Daily and as and when required
Clean material partitions inside offices	<ul style="list-style-type: none"> • Weekly
Polish and shine Wooden floor and porcelain tiles. Washing upholstered furniture with a suitably diluted disinfectant.	<ul style="list-style-type: none"> • Daily • Quarterly
Dust/Clean picture frames	<ul style="list-style-type: none"> • Once Weekly
Damp wash vinyl covered furniture	<ul style="list-style-type: none"> • Once Daily
Spot clean marks from walls, doors, paint work and light switches	<ul style="list-style-type: none"> • Weekly
Wooden floor and porcelain tiles Vacuum carpets, if any	<ul style="list-style-type: none"> • Daily • Weekly

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: REGIONAL LAND CLAIMS COMMISSION: NORTHERN CAPE FOR A PERIOD OF THIRTY – SIX 36 MONTHS.

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
Apply liquid metal polish, to brass door handles, window stays and window fasteners.	<ul style="list-style-type: none"> • Monthly
Deep cleaning of 20 chairs in the boardroom (orange suede material)	<ul style="list-style-type: none"> • Bi-annually
B. CLEANING OF STAIRS, ENTRANCES, FOYERS, CORRIDORS, PASSAGES & FIRE ESCAPES.	<ul style="list-style-type: none"> • Daily
Pick up, clean all waste receptacles and dispose of all litter at the designated area.	<ul style="list-style-type: none"> • Daily
<u>PORCELAIN FLOORS:</u> <ul style="list-style-type: none"> • Sweep with a mop sweeper or with a dust control mop • Wipe with a wet mop and shine to remove water marks. 	<ul style="list-style-type: none"> • Daily • Daily
Glass doors must be cleaned with a damp cloth.	<ul style="list-style-type: none"> • Daily
Spot clean all glass; windows, doors, door knobs and metal work and dust all accessible ledges to height of 2m.	<ul style="list-style-type: none"> • Daily
Clean picture frames and glass	<ul style="list-style-type: none"> • weekly
Clean noticeboards	<ul style="list-style-type: none"> • As and when required
Clean skirting	<ul style="list-style-type: none"> • Weekly
Clean handrails/banisters	<ul style="list-style-type: none"> • Daily
Scrubbing and polishing cleaning and shining of passages and staircases	<ul style="list-style-type: none"> • Monthly • Daily



<p>C. TOILET CLEANING (closet pans, urinals, wash bins and mirror) with toilet cleaning soap and disinfectant liquid with at least 70% alcohol.</p> <ul style="list-style-type: none"> • 3 Male: 3 cubicles, 5 Basins & 5 urinal basins • 3 Females: 5 cubicles & 5 Basins • 1 Accessible, 1 Basins • 1 Unisex: 1 Cubicle & 1 Basins 	<ul style="list-style-type: none"> • Twice Daily
<p>PORCELAIN TILES</p> <ul style="list-style-type: none"> • Sweep and shine with a mop sweeper or with a dust control mop • Cleaning with a wet mop. • Cleaning of walls, doors and pipes works 	<ul style="list-style-type: none"> • Twice Daily • Twice Daily • Weekly
<p>D. WINDOW CLEANING</p>	
<p>Clean both faces of partition glass</p>	<ul style="list-style-type: none"> • Monthly
<p>Clean accessible interior faces of all windows below 2m and Blinds</p>	<ul style="list-style-type: none"> • Monthly
<p>E. KITCHENS (4)</p>	
<p>PORCELAIN TILES</p> <ul style="list-style-type: none"> • Sweep with a mop sweeper or with a dust control mop/ broom • Clean with a damp mop 	<ul style="list-style-type: none"> • Daily • Daily
<ul style="list-style-type: none"> • Kitchen, cupboards must be cleaned with water and with suitably diluted disinfectant liquid with at least 70% alcohol. 	<ul style="list-style-type: none"> • Once weekly
<ul style="list-style-type: none"> • Microwave ovens must be washed with water and with suitably diluted disinfectant liquid inside and outside with at least 70% alcohol disinfectant. 	<ul style="list-style-type: none"> • Daily
<ul style="list-style-type: none"> • Fridge must be defrosted and washed with water and with suitably diluted disinfectant, kettle/urn must be cleaned inside with the suitable acid / powder to remove limescale. • Fridge exterior, Kettle/ urn outside must be cleaned with suitable diluted disinfectant liquid with at least 70% 	<ul style="list-style-type: none"> • As and when required • Daily

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: REGIONAL LAND CLAIMS COMMISSION: NORTHERN CAPE FOR A PERIOD OF THIRTY – SIX 36 MONTHS.

<p>alcohol.</p> <ul style="list-style-type: none"> • Kettle/ urn must be cleaned inside with suitable disinfectants (kettle& urn cleaner) 	<ul style="list-style-type: none"> • Daily
<ul style="list-style-type: none"> • Clean crockery and cutlery with cleaning detergents. 	<ul style="list-style-type: none"> • Twice Daily (as and when required)
Kitchens must be neat and tidy at all times	<ul style="list-style-type: none"> • Twice Daily
Empty, clean and wash dustbin	<ul style="list-style-type: none"> • Twice Daily
<p>COLLECTION AND CLEANING OF CUPS, SAUCERS, PLATES, etc. FROM THE BOARDROOM AND OFFICES.</p> <p>Collect all drinking cups, glasses, saucers, tea spoons, spoons, plates and wash them with a detergent and store in the kitchen sink cardboard/storage facility.</p>	<ul style="list-style-type: none"> • Twice Daily
<p>F. CLEANING OF PARKING AREAS, COURTYARDS AND OUTSIDE MAIN ENTRANCE</p> <p>01 Parking area with 37 Parking Bays 04 Courtyards 01 Main Entrance</p>	<ul style="list-style-type: none"> • Twice monthly
Parking and Courtyard areas must be cleaned thoroughly using garden blower	<ul style="list-style-type: none"> • Twice monthly
Keeping of Parking and Courtyard clear of waste	<ul style="list-style-type: none"> • Daily
Cleaning with the hosepipe at parking area	<ul style="list-style-type: none"> • Once monthly
<p>G. WASTE BINS</p>	
Separate paper waste from general waste, use designated refuse bags and dispose of waste once a week	<ul style="list-style-type: none"> • Weekly
<p>H. CLEANING OF SERVER ROOM (1)</p>	
<ul style="list-style-type: none"> • Server room (Must be cleaned under the supervision of IT Personnel) • Clean according to floor type with a suitably diluted disinfectant (Rubber floor). 	<ul style="list-style-type: none"> • When Required • Bi- Annually/ As and when required
<p>I. SANITARY DISPOSAL SHE BINS</p>	
Supply and installation of new SHE bins in all ladies, unisex and Accessible toilets	<p>8 SHE bins (Once off)</p>

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: REGIONAL LAND CLAIMS COMMISSION: NORTHERN CAPE FOR A PERIOD OF THIRTY – SIX 36 MONTHS.

<ul style="list-style-type: none"> • 23 liters • plastic material • Sensor / Paddle 	
Sanitary waste must be removed and not stay within the Departmental premises	Weekly
<p>Disposal bins bags must be replaced with the clean plastic bags and disinfect the bins.</p> <ul style="list-style-type: none"> • Must have self closing tight fitting lids with trap doors with non-touch opening / closing mechanism • One (1) bin per female cubicle, unisex cubicle and Accessible cubicle. 	Weekly
J. SANITARY HYGIENE PLASTIC BAGS	
Supply and installation of sanitary hygiene plastic bag dispensers per female toilet cubicle, Disability toilets and unisex toilets Height: 310 mm, Depth: 60 mm, Width: 160 mm.	8 Units (weekly)
Supply sanitary hygiene plastic bags per female toilet cubicle (50 per dispenser)	Weekly
Plastic bags for used hand towels to be changed two times a day per toilet (Quantity 16 per day)	Daily
K. SEAT WIPES AND SANITIZER(INSTALLATION)	
Supply and installation of seat wipe and seat sanitizer dispensers in both female, male, Disability and Unisex toilets.	11 (once off)
Refill/ replenish the sanitizer foam (±400ml) for eleven (11) toilet seats	WEEKLY
Sanitizer foam must be drip free and not harsh/ irritable to the skin (non-ammoniated) SABS Approved product	

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: REGIONAL LAND CLAIMS COMMISSION: NORTHERN CAPE FOR A PERIOD OF THIRTY – SIX 36 MONTHS.

Sanitizer foam must have a reliable, user friendly pump mechanism	
Surface sanitizer dispenser must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	
L. TOILET PAPER HOLDERS AND ROLLS	
Supply and installation of toilet paper holders in both female, male toilets, Accessible toilets and Unisex toilets -three paper canister/holder at Crescent House Building NB: All toilet roll holders should be lockable to prevent theft.	11 Units (once off)
2 ply quality Toilet rolls must be replenished (3 toilet paper per day and replenish one) Toilet paper must be manufactured from a soft, good quality paper tissue SANS/SABS Approved	Daily and replenish one (44)
Toilet paper holder must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	
M. HAND PAPER TOWEL AND DISPENSER	
Supply and installation of hand paper towel dispenser in both female, male toilet, Accessible toilets, Unisex toilets and Kitchens	15 Units (once off)
Supply two (2) Ply hand Paper towel for 15 units and must be replenished	After two Weeks
Paper towel dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	
N. HAND WASH LIQUID SOAP AND DISPENSER	
Supply and installation of liquid soap dispenser in both female, male toilet, Unisex and Accessible toilets.	11 Units (once off)

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: REGIONAL LAND CLAIMS COMMISSION: NORTHERN CAPE FOR A PERIOD OF THIRTY – SIX 36 MONTHS.

NB: All soap dispensers holders should be lockable to prevent theft.	
Hand wash Liquid soap must be replenished(±500ml) Hand wash Liquid soap must be drip free and not harsh/ irritable to the skin non-ammoniated, antibacterial & non-fragrance SABS Approved product.	Every two Weeks
Liquid soap dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault	
O. AUTOMATIC AIR FRESHNER	
Supply and installation of air freshener dispenser in both female and male toilets, Accessible toilets and Unisex toilets	11 Units (once off)
Air freshener must be refilled and must spray at intervals of 15 minutes (480ml)	Two weeks
Automatic air freshener dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	
P. URINAL DRIP SANITIZER DISPENSER	
Supply and install Auto Janitor sanitizer dispenser for Male toilets	5 units (Once Off)
Refill and replenish auto Janitor sanitizer (400ml) The liquid sanitizer must be SABS Approved product and stain free. Auto Janitor must be replaced free of charge in the event of mechanical malfunctioning or factory fault	Weekly
Q. SUPPLY REFUSE AND SHREDDER PLASTIC BAGS (REFUSE IN GENERAL, SHEREDDER PLASTIC BAGS ACCORDING TO THE SCHREDDER MACHINE SIZES	
Supply 200 refuse bags per month (All sizes)	Monthly
Empty dust bins in the offices, kitchens, hand towels bins in the	Daily

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bathrooms and shredded paper in registry	
R. WALL MOUNTED AUTOMATIC HAND SANITIZER DISPENSER	1 unit
Supply and installation of automatic hand sanitizer dispenser at the main entrances of the building	1 unit (Once Off)
Refill of hand sanitizer with at least 70 % alcohol	Weekly and as and when needed
Automatic hand sanitizer dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	

Cleaning personnel must commence work daily by arrangement between 07:00 to 15:30

4. PROPOSAL REQUIREMENTS

The proposal should include the following:

- ❖ A detailed budget breakdown of cleaning material, equipment, staffing and overheads. Only firm prices will be accepted. The pricing must be fixed for the duration of the contract. Price adjustment will only be acceptable only if there's Labour rates increment
- ❖ Company profile with contact details and addresses
- ❖ List of regional/branch office (if any)
- ❖ Main business area
- ❖ Detailed list of current and completed contracts of the similar nature with references
- ❖ A Valid tax Clearance Certificate issued by the South African Revenue Services (SARS), where consortium/ joint ventures are involved each party to the association must submit a separate valid original Tax Clearance Certificate(pin).
- ❖ A company resolution authorizing a particular person to sign the bid documents.
- ❖ Provide Safety File
- ❖ Attach a CSD Report, ID Copies of Board of Directors, CIPC Registration and Proof of disability.

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5. MANDATORY REQUIREMENTS

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

- A valid letter for tender purposes **or** letter of good standing for Compensation for Occupational Injuries Disease Act (COIDA) 1993
- Public Liability Insurance (Proof of quotation obtainable from any insurance companies or any other relevant proof/ Letter of intent). Minimum amount of R1 000 000.000
- Valid letter for tender purposes **or** certificate of compliance for Unemployment Insurance Fund obtainable from the Department of Labour.
- Bidders must indicate cleaners' wages in the pricing schedule (SBD3.3). The wages of the cleaners must not be less than the minimum wage rates and Basic Condition of Employment as prescribed by the Department of Labour. Only the wage adjustments will be accepted based on a Sectoral wage determination formula.
- Briefing and site inspection sessions is compulsory
- Sanitary waste removal management (Proof of quotation from the service provider who will collect and remove sanitary waste, obtainable from the waste removal company/ Letter of Intent). On condition that the appointed service provider is not providing hygiene service therefore they can subcontract and provide Tax Clearance Certificate of the company that will provide the service.
- Registration with the National Contract Cleaners Association (NCCA) for cleaning/hygiene services (Attach letter/certificate as proof)

6. EVALUATION CRITERIA

This bid shall be evaluated on the basis of functionality and in accordance with 80/20 preference points system as stipulated below.

First Stage -Evaluation of Functionality

Functionality will be evaluated by Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below. The applicable values that will be utilized

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when scoring each criteria ranges from **1 poor, 2 average, 3 good, 4 very good and 5 excellent.**

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. ABILITY AND CAPABILITY	<ul style="list-style-type: none"> • Demonstrate the Company ability (experience) to deliver the required service in cleaning and hygiene (attach a minimum of 3 current /previous contract/ reference letter /appointment letter clearly indicating the duration of the contract. Proof of current or previous contract/ reference letter must be under the client-company letter head/appointment letter that confirms that the firm is managing or has previously managed must be attached 	20	60
	<ul style="list-style-type: none"> • Training and skills development plan (Please attach a detailed plan/ training programmes that the cleaners will receive prior commencement of work and for the duration of the contract) 	20	
	<ul style="list-style-type: none"> • Bidder's Protective clothing in line with the Occupational Health Safety Act (attach uniform pictures with Company Logo and other related protective clothing). The protective clothing must adhere with the Preferential Procurement Regulations, 2017 (Regulation 8) of local production and content. (The Protective clothing must be 100% Local) 	20	
2. METHODOLOGY	<ul style="list-style-type: none"> • 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. 	40	40
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100			

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

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Second Stage - Evaluation in terms of price only.

The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and maximum of 20 points to historically disadvantaged individuals. (HDIs).

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

Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Thus, bidders who provide the lowest management fee will get full 80 points for price.

HDI Specific Goals	Number of points (80/20 system)
Who had no Franchise in National Elections before the 1983 and 1994 Constitution	8
Who is Female	5
Who is Disabled (Person with disability)	2
Specific Goal: Youth	2
Specific Goal: Locality	3

7. TERMS AND CONDITIONS OF THE PROPOSAL

- Bidders must ensure that upon the assumption of duty all workers must have uniform\protective clothing.
- Upon termination of the contract the Service Provider must remove such equipment from the premises without causing any damages to the property.
- The service provider will be held liable for any damages and payment may be withheld
- Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DALRRD Supply Chain Management general contract conditions.

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- The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.
- In cases where company, partnership or close corporation commence 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
- Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning and hygiene material are available at all time and that it should be replaced as required.
- 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.
- All Acts and Regulations relating to cleaning and hygiene services must be adhered to by the Service Provider. All equipment and cleaning material must comply with South Africa Bureau of Standards and Occupational Health and Safety Act and regulations and must be of high quality.
- 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**.
- No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- All equipment and cleaning, hygiene material must be provided by the service provider. **(See part A and B attached to these terms of reference.)**
- **Any short coming in these terms of reference must be identified by the service provider prior the awarding of the quotation. 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.**
- Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period the DALRRD may cancel the contract within one-month notice.

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- The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- Provide Management report monthly. The report shall be based on different services and shall cover all work performed and completed during the month
 - **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.
 - The DALRRD and Service Provider will enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification will also form part of the service level agreement.
- **All toilet roll canisters and soap dispensers should be lockable to prevent theft. The Service Provider must install all SHE bins, automatic air freshener units, soap dispensers and automated paper towel dispensers units will be rented. Upon termination of the contract the Service Provider must remove such equipment from the premises.**
- 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.

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8. ENQUIRIES

Query	Name	Contact Details
Technical Enquiries	Ms. Keolebogile Mothibi	KeolebogileM@dalrrd.gov.za
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9. PUBLICATION

- E-Portal
- Departmental Website – www.dalrrd.gov.za
- Twenty-one (21) days