

**DALRRD (CRD- 05) 2023/24**

**THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING  
AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE,  
LAND REFORM AND RURAL DEVELOPMENT - VRYBURG DEEDS  
REGISTRY FOR A PERIOD OF 24 MONTHS**

**KINDLY TAKE NOTE THAT THERE WILL BE COMPULSORY BRIEFING  
SESSION FOR THIS BID**

**DATE: 19 OCTOBER 2023**

**TIME: 12H30**

**VENUE:**

**DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL  
DEVELOPMENT, VRYBURG DEEDS REGISTRY  
26 DE KOCK STREET  
MAGISTRATE COURT BUILDING, VRYBURG, 0001  
1<sup>ST</sup> FLOOR BOARDROOM**

Prospective bidders should contact the following officials for clarity seeking  
questions

**For Bid Technical enquiries:**

Ms. Mmatseke Mokomane or Ms. Mabookgolwane Moreki

Tel: 079 827 7720 / 060 582 2171

E-mail: [Mmatseke.Mokomane@dalrrd.gov.za](mailto:Mmatseke.Mokomane@dalrrd.gov.za)

OR [Mabookgolwane.moreki@dalrrd.gov.za](mailto:Mabookgolwane.moreki@dalrrd.gov.za)

**For Bid Administration enquiries**

Mr. Buti Matjila

Tel: 082 385 4570

E-mail: [Buti.Matjila@dalrrd.gov.za](mailto:Buti.Matjila@dalrrd.gov.za)



# agriculture, land reform & rural development

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

## OFFICE OF THE CHIEF REGISTRAR OF DEEDS

Directorate: Supply Chain and Facilities Management Services

Private Bag X918, PRETORIA, 0001; TEL: (012) 338 7303 FAX: (012) 338 7277 WEB: www.drdlr.gov.za

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

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**BID NO:** DALRRD (CRD-05) 2023/24 **CLOSING TIME:** 11:00 **CLOSING DATE:** 30 OCTOBER 2023

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find:
  - 2.1 Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity ..... Page 3 - 4
  - 2.2 Invitation to Bid – SBD 1 ..... Page 5– 6
  - 2.3 Pricing Schedule ( Services) – SBD 3.3 ..... Page 7-10
  - 2.4 Bill of Quantity ..... Page 11-14
  - 2.4 Declaration of Interest – SBD 4 ..... Page 15 -17
  - 2.5 Preference Points Claim Form – SBD 6.1 ..... Page 18- 22
  - 2.6 Supplier Maintenance (Bank Details) Form ..... Page 23- 24
  - 2.7 Terms of Reference ..... Page 25 - 57
  - 2.8 General Conditions of Contract (GCC) ..... Page 58- 73
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. Failure to comply may disqualify your proposal. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid.

**Bid proposals must be deposited into the Into the Tender/ Bid Box situated at the foyer of the Department of Agriculture, Land Reform and Rural Development; Provincial Shared Service Centre ("Pssc"): West Gallery, Mega City Complex, Corner James Moroka & Sekame Drive, Mmabatho 2735 by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender/ Bid Box on the closing date and time will not be considered**

Yours faithfully

**SIGNED**  
**MR B MATJILA**  
**ASSISTANT DIRECTOR: ACQUISITION MANAGEMENT**  
**DATE: 06 OCTOBER 2023**

## **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:

<p><b>MABEL HOUSE (Pty) Ltd</b></p> <p>By resolution of the Board of Directors taken on <i>26 May 2021</i>,</p> <p><b>MR A.F JONES</b></p> <p>has been duly authorized to sign all documents in connection with</p> <p><b>BID No. DALRRD (CRD-05) 2023/24, and any contract which may arise there from,</b></p> <p>on behalf of <i>MABEL HOUSE (Pty) Ltd.</i></p> <p><b>SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)</b></p> <p><b>IN HIS CAPACITY AS: Managing Director</b></p> <p><b>DATE: 20 May 2000</b></p> <p><b>SIGNATURE OF SIGNATORY: (Signature of A.F Jones)</b></p> <p style="text-align: center;"><b>As witnesses:</b></p> <p>1. ....</p> <p>2. ....</p> <p>Signature of person authorized to sign the tender: .....</p> <p>Date: .....</p>
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**PRICING SCHEDULE**  
**(Professional Services)**

**NAME OF BIDDER.:** .....

**BID NO.:** DALRRD (CRD-05) 2023/24

**CLOSING TIME.:** 11:00

**CLOSING DATE.:** 30 OCTOBER 2023

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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**APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: VRYBURG DEEDS REGISTRY FOR A PERIOD OF 24 MONTHS**

1. The services outlined in the attached terms of reference must be considered when formulating the prices for this Bid.
2. Cleaners and Supervisor Wages must be inclusive of all hidden costs and/or benefits i.e., UIF Contributions, Bonus Provision, COIDA Contributions, Skills Development Levy Contributions and Provident Fund Contributions.
3. All Cleaning Equipment, Hygiene Dispensers, Consumables and Detergents must be provided by the Bidder.
4. Pricing must be fixed for the duration of the Contract. Only the Cleaners and Supervisor Wage Increment based on Department of Employment and Labour Sectoral Wage Determination will be considered.

**CLEANERS WAGE CALCULATION**

ITEM NO.	DESCRIPTION	COST PER CLEANER
	Hourly Rate (Must not be less than the Minimum Rate prescribed by the Department of Employment and Labour, Sectoral Determination 1: Contract Cleaning Sector, effective 01 March 2023)	R
	Daily Wage (8 Hours Per Day)	R
	Weekly Wage (5 Days Per Week)	R
<b>1.</b>	<b>Basic Monthly Wage (4.333 Weeks Per Month)</b>	<b>R</b>
	<b>ADDITIONAL COSTS AND BENEFITS</b>	
2.	Monthly Provision for Annual Leave at a Rate of 1.25 Days Per Month	R
3.	Monthly Provision for Sick Leave at a Rate of 1 Day Per Month	R
4.	Provision for Family Responsibility Leave at a Rate of 0.82% (3/365) Per Month	R
5.	Monthly Contribution for Provident Fund (5.25% of Basic Monthly Wage)	R
6.	Bonus (Provision at a Rate of Basic Monthly Wage Divided by 12)	R
7.	UIF (1% of Basic Monthly Wage)	R
8.	Skills Development Levy (1% of Basic Monthly Wage)	R
9.	Personal Protective Clothing (Uniform, etc.) - Monthly Rate	R
10.	Other Provisions at a Monthly Rate (e.g., COIDA, Maternity, etc....)	R
<b>TOTAL MONTHLY WAGE PER CLEANER (SUM OF ITEMS NO. 1 – 10)</b>		<b>R</b>

Name of Bidder: .....

**SUPERVISOR WAGE CALCULATION**

ITEM NO.	DESCRIPTION	COST PER SUPERVISOR
	Hourly Rate (Must not be less than the Minimum Rate prescribed by the Department of Employment and Labour, Sectoral Determination 1: Contract Cleaning Sector, effective 01 March 2023)	R
	Daily Wage (8 Hours Per Day)	R
	Weekly Wage (5 Days Per Week)	R
<b>1.</b>	<b>Basic Monthly Wage (4.333 Weeks Per Month)</b>	<b>R</b>
	<b>ADDITIONAL COSTS AND BENEFITS</b>	
2.	Monthly Provision for Annual Leave at a Rate of 1.25 Days Per Month	R
3.	Monthly Provision for Sick Leave at a Rate of 1 Day Per Month	R
4.	Provision for Family Responsibility Leave at a Rate of 0.82% (3/365) Per Month	R
5.	Monthly Contribution for Provident Fund (5.25% of Basic Monthly Wage)	R
6.	Bonus (Provision at a Rate of Basic Monthly Wage Divided by 12)	R
7.	UIF (1% of Basic Monthly Wage)	R
8.	Skills Development Levy (1% of Basic Monthly Wage)	R
9.	Personal Protective Clothing (Uniform, etc.) - Monthly Rate	R
10.	Other Provisions at a Monthly Rate (e.g., COIDA, Maternity, etc....)	R
<b>TOTAL MONTHLY WAGE PER SUPERVISOR (SUM OF ITEMS NO. 1 – 10)</b>		<b>R</b>

**TABLE A: CLEANERS AND SUPERVISOR WAGE COSTS**

DECRPTION	TOTAL NUMBER REQUIRED	MONTHLY COST (AS PER THE ABOVE CALCULATION)	CONTRACT PERIOD	TOTAL COST FOR THE CONTRACT
CLEANER	2	R	24 MONTHS	R
SUPERVISOR	1	R	24 MONTHS	R
<b>SUB-TOTAL</b>				<b>R</b>
VALUE ADDED TAX (VAT)				R
<b>TOTAL COST</b>				<b>R</b>

Name of Bidder: .....

**TABLE B: CLEANING AND HYGIENE EQUIPMENT COSTS**

DECIPTION	QUANTITIES	MONTHLY COST	CONTRACT PERIOD	TOTAL COST FOR THE CONTRACT
ONCE-OFF INSTALLATION	ONCE-OFF	ONCE-OFF	ONCE-OFF	R
LEASE OF CLEANING EQUIPMENT	REFER TO THE ATTACHED LIST ANNEXURE A: (TABLE 1)	R	24 MONTHS	R
LEASE OF HYGIENE EQUIPMENT	REFER TO THE ATTACHED LIST (ANNEXURE A: TABLE 2)	R	24 MONTHS	R
<b>SUB-TOTAL</b>				<b>R</b>
VALUE ADDED TAX (VAT)				R
<b>TOTAL COST</b>				<b>R</b>

**TABLE C: CLEANING AND HYGIENE CONSUMABLES COSTS**

DECIPTION	QUANTITIES	MONTHLY COST	CONTRACT PERIOD	TOTAL COST FOR THE CONTRACT
SUPPLY OF CLEANING CONSUMABLES	AS PER THE ATTACHED LIST (ANNEXURE A:TABLE 3)	R	24 MONTHS	R
SUPPLY OF HYGIENE CONSUMABLES	AS PER THE ATTACHED LIST (ANNEXURE A:TABLE 4)	R	24 MONTHS	R
<b>SUB-TOTAL</b>				<b>R</b>
VALUE ADDED TAX (VAT)				R
<b>TOTAL COST</b>				<b>R</b>

**TABLE D: OTHER COSTS**

DECIPTION	MONTHLY/ QUARTERLY COST	CONTRACT PERIOD	TOTAL COST FOR THE CONTRACT
OPERATIONAL AND SERVICES COST NOT CATERED FOR ABOVE - Please Specify Below, e.g., Deep Cleaning, Windows Cleaning, Operational Costs etc.			
D.1.	R	24 MONTHS	R
D.2.	R	24 MONTHS	R
D.3.	R	24 MONTHS	R
<b>SUB-TOTAL</b>			<b>R</b>
VALUE ADDED TAX (VAT)			R
<b>TOTAL COST</b>			<b>R</b>

Name of Bidder: .....

**SUMMARY OF COSTS**

DECRPTION		TOTAL COST FOR THE CONTRACT
TABLE A	CLEANERS AND SUPERVISOR WAGE COSTS	R
TABLE B	CLEANING AND HYGIENE EQUIPMENT COSTS	R
TABLE C	CLEANING AND HYGIENE CONSUMABLES COSTS	R
TABLE D	OTHER COSTS	R
<b>GRAND TOTAL (TOTAL BID PRICE INCLUDING ALL APPLICABLE TAXES)</b>		<b>R</b>

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

**Any technical enquiries may be directed to:**

Contact Person: Mr. Ali Van Der Ross  
Email Address: [Ali.Vanderross@dalrrd.gov.za](mailto:Ali.Vanderross@dalrrd.gov.za)

**Any enquiries regarding bidding procedures may be directed to: - -**

Contact Person: Mr. Buti Matjila  
Email Address: [Buti.matjila@dalrrd.gov.za](mailto:Buti.matjila@dalrrd.gov.za)





## ANNEXURE A

TABLE 1 – MINIMUM EQUIPMENT/ MATERIAL REQUIRED FOR CLEANING

DESCRIPTION	QUANTITY
Sponge	10 packs per month (5 per pack)
<b>Color coded cloths:</b> Telephone cloth Computer cloth Table cloth Ablution pots cloth Hand Basins cloth Kitchen cloth Polish cloth Microwave and Fridges	Each cleaner is expected to have cloths as listed in the first column and these must be replenished every two months (i.e., a total of <b>192 cloths for all cleaners for the duration of contract</b> )
Mop	05
Bucket	03
Double wringer trolley	03
Co-mop	05
Office dust bins waste Plastics	± 300 dust bins waste plastics required. These must be changed as and when necessary, throughout the contract period.
Feather Dusters (long and short or extending)	10 Only to be replaced when the need arises
Spot brush	03 Only to be replaced when the need arises



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Broom	03 Only to be replaced when the need arises
Dustpan	03 dustpan. Only to be replaced when the need arise
Vacuum cleaner able to clean wood, carpet, stairs and upholstery	02
Wet and Dry vacuum	02
Caution Signage (including warning signage)	03 signage
Toilet Brush	10 toilet brushes (must be replaced twice a year)
Stripping machine	1
Gloves: disposable vinyl gloves , Latex free, non-allergic , Lightly	72 for 24 months

**TABLE 2 - LEASING OF HYGIENE EQUIPMENT**

DESCRIPTION	QUANTITIES REQUIRED
Supply of Health Care waste bins	01
Leasing of She Bins (sanitary bins)	03
Leasing of Sanitary disposal bag dispensers	03
Leasing of toilet paper dispenser/holder (Lockable 3 holders/ canister)	05
Leasing of toilet seat sanitizer dispenser	05
Leasing of Hand sanitizer dispenser	06
Leasing of automatic hand wash liquid soap dispenser	04
Leasing of automatic paper towel dispenser	06
Leasing of automatic paper towel bins	06
Leasing of automatic air refreshener dispenser	10
Leasing of automatic Janitor sanitizer	02



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**TABLE 3: MINIMUM CLEANING CONSUMABLES REQUIRED**

**Service provider to ensure that there is sufficient consumables (monthly)**

<b>CLEANING CONSUMABLES</b>	<b>QUANTITY MONTHLY REQUIRED</b>
Deep Cleaning detergent for carpets	2 x 5lt per quarter
Ammonia	4 x 750ml
Thick Bleach	4 x 750 ml
Furniture Polish	2 x 500ml
Wooden laminated floor polish Spray	2 x 500ml
Screen Cleaning Consumable Spray Gel	40x 200ml per quarter
Urinal Canals/Pots Steriliser Detergent	4 x 500ml
Vinyl floor Polish	2 x 1lt
Door knob metal cleaner	2 x 200ml

**TABLE 4: HYGIENE CONSUMABLES**

<b>HYGIENE SERVICE TASK DESCRIPTION</b>	<b>MONTHLY QUANTITIES</b>	<b>TOTAL QUANTITIES FOR THE CONTRACT</b>
Supply of Hazardous waste disposal plastic bags	01(quarterly)	08
Replenishment of dispenser bags for the she bins	10	240
Replenishment of toilet seat sanitizers 500ml	16	384
Replenishment of sanitary sealable plastic bags (20 per dispenser)	05	120
Replenishment of hand wash liquid soap 500ml	04	96
Replenishment of dish wash liquid soap dispenser 750ml	02	48
Replenishment of automatic paper towel	24	576
Replenishment of automatic paper towel bins	12	288



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Replenishment of automatic air refreshener	10	240
Replenishment of toilet papers	360	8640
Replenishment of urinal sanitizer – deodorized mats	04	96
Replenishment of hand wash liquid sanitizer 500ml	06	144



## 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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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

<sup>2</sup> 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**

**BID PROCESS (EQUAL OR BELOW R 50 MILLION)**

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. 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 tender 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;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
- Before 27 April 1994; or
  - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.



## 2. GENERAL CONDITIONS

2.1 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

### 2.2 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.

2.3 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.

### 2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

2.5 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.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 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.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor’s letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **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. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
  - **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
  - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
  - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
  - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
  - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

**2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.**

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = 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 points is allocated for price on the following basis:

**80/20**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

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 the table in paragraph 2.12 above 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.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

**5. SUB-CONTRACTING**

5.1 Will any portion of the contract be sub-contracted?  
(*Tick applicable box*)

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

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: .....%
- ii) The name of the sub-contractor: .....
- iii) Points claimed for HDI by the sub-contractor: .....

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1. Name of company/firm: .....

6.2. Company registration number: .....

6.3. 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]

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

BAS

LOGIS

Office

System User Only	
Captured By:	<input type="text"/>
Captured Date:	<input type="text"/>
Authorized By:	<input type="text"/>
Date Authorized:	<input type="text"/>
<b>Safety Web Verification</b>	
<input type="checkbox"/> YES	<input type="checkbox"/> NO

**The Director General: Department of Agriculture, Land Reform and Rural Development**

I/We hereby request and authorize you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorized will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post. Please ensure information is valid as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	<input type="text"/>
Trading Name	<input type="text"/>
Tax number	<input type="text"/>
Vat Number	<input type="text"/>
Title	<input type="text"/>
Initials	<input type="text"/>
First Names (as per id)	<input type="text"/>
Surname	<input type="text"/>

Address Detail	
Postal Address Line 1	<input type="text"/>
Postal Address Line 2	<input type="text"/>
Physical Address Line 1	<input type="text"/>
Physical Address Line 2	<input type="text"/>
Postal Code	<input type="text"/>

<input type="checkbox"/> New Supplier Information		<input type="checkbox"/> Update Supplier Information	
Supplier Type	<input type="checkbox"/> Individual <input type="checkbox"/> Department	Department <input type="text"/>	Number <input type="text"/>
	<input type="checkbox"/> Company <input type="checkbox"/> Trust		
	<input type="checkbox"/> CC <input type="checkbox"/> Other	Other Specify <input type="text"/>	
	<input type="checkbox"/> Partnership		

**Supplier Account Details**

(This field is compulsory and should be completed by a bank official from the relevant bank).

Account Name			
Account Number			
Branch Name Branch			
Number			
Account Type	<input type="checkbox"/>	Cheque/Current Account	
	<input type="checkbox"/>	Savings Account Transmission	
	<input type="checkbox"/>	Account Bond Account	
	<input type="checkbox"/>	Other (Please Specify)	
ID Number	<input type="checkbox"/>	<input type="text"/>	
Passport Number			
Company Registration Number			
*CC Registration			
* Please include CC/CK where applicable			
Practise Number			
<b>When the bank stamps this entity maintenance form they confirm that all the information completed by the entity is correct.</b>	<b>Bank stamp</b>		
	It is hereby confirmed that this detail have been verified against the following screens <b>ABSA</b> -CIF screen <b>FNB</b> -Hogan's system on the CIS4 <b>STD</b> Bank-Look-up-screen <b>Nedbank</b> - Banking Platform under the Client Details Tab		

**Contact Details**

Business			
Home Fax	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
Cell	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
	<i>Area Code</i>	<i>Telephone Number</i>	
	<i>Cell Code</i>	<i>Cell Number</i>	
E-mail Address			
Contact Person			

	<b>Supplier details</b>	<b>Departmental sender details</b>
<b>Signature</b>		
<b>Print Name</b>		
<b>Rank</b>		
<b>Date (dd/mm/yyyy)</b>		

Address of Agriculture, Land Reform and Rural Development Office where form is submitted from:



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT- VRYBURG DEEDS REGISTRY FOR A PERIOD OF 24 MONTHS.**

**PHYSICAL ADDRESS:**

**MAGISTRATE COURT BUILDING  
26 DE KOCK STREET  
VRYBURG  
8600**

**1. BACKGROUND**

1.1. The current contract will expire on 30 November 2023. The procurement process for a new contract must therefore be started to ensure commencement of a new contract immediately upon expiry of the contract.

**2. OBJECTIVES**

2.1 The objective of the terms of reference is to appoint a suitable Service Provider to render cleaning and hygiene services to the Department of Agriculture, Land Reform and Rural Development, Deeds Registry Vryburg for a period of 24 months.



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**3. TABLE OF QUANTITIES**

<b>Cleaning services</b>	<b>Comments</b>	
<b>Description</b>		
Size (±)	Ground, 1 <sup>st</sup> Floor and surrounding areas	Overall approximate size is 600 m <sup>2</sup>
Cleaners required:	01- Supervisor	Total of 01 working supervisor and 02 cleaners
	02 - Cleaners	
Number of floors	02	Plus, surrounding areas
Number-of closed offices	±16	Small to medium sized (up to ± 65 m <sup>2</sup> )
Boardroom	01	Medium size (±30 m <sup>2</sup> )
Server room	01	The area requires minimal cleaning under supervision.
Storerrooms	02	These areas require minimal cleaning under supervision.
Kitchens	02	One Kitchen per floor
Passages	02	Counted as one per floor regardless of size.
Number of toilets	02 Males	<b>NB:</b> Ground floor one cubicle, one hand wash basin for the male toilet and female two cubicles, two hand wash basins. First floor one cubicle and one hand wash basin and one urinal canal male and female one cubicle and one hand wash basin.
	02 Females	



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Execution room	01	Medium size ±30m <sup>2</sup>
Garage Parking	02	The areas required minimal cleaning under supervision.
Open Plan area/ strong room	01	20 workstations. Approximately 200 m <sup>2</sup> in size
Staircases	01	Counted as one per floor
GG Vehicle	01	Interior, exterior and wheels
Estimated number of people	±71	±31- Departmental permanent staff ±40 - Estimated walk-in clients (Daily)
Working hours	5 working days	6:00 am will be the starting time for cleaning services.

**Hygiene Services Dispensers**

Sanitary disposal bins/she-bins (woman cubicles)	03	Supply, installation & Maintenance
Sanitary disposal bags dispensers	03	Supply, installation & Maintenance
Toilet paper dispenser/holder (lockable 3 holders/ canister)	05	Supply, installation & Maintenance
Toilet Seat sanitizer dispenser	05	Supply, installation & Maintenance
Automatic hand sanitizer dispenser	06	Supply, installation & Maintenance
Automatic hand wash liquid soap dispenser	04	Supply, installation & Maintenance
Automatic paper towel dispenser	06	Supply, installation & Maintenance
Paper towel bins	06	Supply, installation & Maintenance
Automatic air freshener dispenser	10	Supply, installation & Maintenance
Auto janitor sanitizer dispenser and drip master	02	Supply, installation & Maintenance
Health care waste disposal bins	01	Supply, installation & Maintenance

**4. SCOPE OF WORK**

<u>CLEANING SERVICE TASK DESCRIPTION</u>	<u>FREQUENCY</u>
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A. CLOSED OFFICES (16), EXECUTION ROOMS (01), AND OPEN PLAN AREA (01), BOARDROOMS (01)	
<p><u>Carpets (10 Offices)</u></p> <ul style="list-style-type: none"> <li>• Spot brush and clean carpets</li> <li>• Spot Vacuum</li> <li>• Vacuum thoroughly</li> <li>• Deep cleaning</li> <li>• Deep cleaning detergents for carpets 2 X 5 litres per quarter</li> </ul> <p>Duration of the contract: 16 X 5 litres for 24 months</p>	<p>*Daily</p> <p>*Daily</p> <p>*Twice weekly and as when required</p> <p>*Quarterly</p>
<p><u>Ceramic tiles (02 office), (01) Information Centre and (01) execution room,</u></p> <ul style="list-style-type: none"> <li>• Sweep with a dust control mop</li> <li>• Clean with a wet mop</li> </ul>	<p>* Daily</p> <p>* Daily</p>
<p><u>Wooden floors (03 office)</u></p> <ul style="list-style-type: none"> <li>• Sweep with a dust control mop.</li> <li>• Treat with wooden floor polish</li> </ul>	<p>*Daily</p> <p>*Daily</p>
<p><u>Vinyl flooring (01 Strong room/ open plan, 01 Office and Boardroom (01)</u></p> <ul style="list-style-type: none"> <li>• Thoroughly sweep with a broom and clean with a wet mop.</li> <li>• Polish floor and burnishing with the COMOP</li> <li>• Strip and Seal floor</li> </ul>	<p>*Daily</p> <p>*Weekly</p> <p>*Bi-annual</p>



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Dust/ wipe down all horizontal / vertical surfaces with a damp cloth e.g. walls, picture frames, glass, directory/ notice boards, etc. and apply/disinfect with $\pm 70\%$ alcohol-based disinfectant that is SABS /SANS Approved.	*Weekly
Spot clean marks from walls i.e. window handles, paint work and light switches apply/disinfect with $\pm 70\%$ alcohol-based disinfectants that is SABS/SANS Approved.	*Weekly and as and when required
Dust furniture fittings and office equipment with a dry cloth	*Daily and as and when required
Polish furniture	*Weekly and as and when required
Dust computers with a dry cloth (computer cloth) and suitably disinfectants that is SABS/SANS Approved. Not harmful which cannot cause damage .	*Daily and as and when required
Wipe all telephones with a damp cloth with a suitably diluted disinfectant that not is harmful to human consumption and it must be $\pm 70\%$ disinfectant product that SABS/SANS Approved.	* Daily and as and when required
Empty dust bins/ wastepaper baskets and replace with clear high-quality plastic inners.	*Twice Daily
Wash bins with $\pm 70\%$ disinfectant product that SABS/SANS Approved and replace with clear high-quality plastic inners	* Twice daily or as and when required
Apply liquid metal polish, to brass/steel door handles, window stays and	*Monthly



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window fasteners.	
Deep cleaning of Carpets and upholstered furniture with disinfectant product that SABS/ SANS Approved of a high-quality that cannot cause damage	*Quarterly as and when is required
<b>B. CLEANING OF STOREROOM (02) AND SERVER ROOM (01)</b>	
Server rooms require minimum cleaning and must be cleaned under the supervision of IT Personnel.	*weekly
Sweep, dust and apply/disinfect with ±70% alcohol-based disinfectants to surfaces that is SABS /SANS Approved.	* Twice Weekly and As and when is required
Dust computers with a dry cloth (computer cloth) and suitably disinfectants that is SABS/SANS Approved. Not harmful which cannot cause damage .	* Weekly
<b>C. KITCHENS (02)</b>	
<u>Vinyl and Ceramic Flooring in the dining area</u>	*Daily
<ul style="list-style-type: none"> <li>• Thoroughly sweep with a broom and clean with a wet mop</li> <li>• Burnishing floor with the polishing machine and COMOP</li> <li>• Strip and seal floor</li> <li>• <i>Clean with a damp mop with +70% alcohol-based disinfectant product that is SABS/SANS Approved.</i></li> </ul>	*Daily
<ul style="list-style-type: none"> <li>• Sweep with a dust control mop.</li> <li>• Clean with a wet mop</li> </ul>	*Monthly and as and when required.
	* Daily
	*Daily
	* Twice Monthly



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<ul style="list-style-type: none"> <li>Strip and Seal</li> </ul>	and as and when required.
Kitchen sink, Cupboards must be cleaned with water and detergent and treated/disinfected with $\pm 70\%$ alcohol-based disinfectants that is SABS/SANS Approved	*Daily and as and when required
Spot clean marks from walls i.e. moulds and stains, door handles, doors, window handles paint work and light switches detergent treated/disinfected with $\pm 70\%$ alcohol-based disinfectant that is SABS/SANS Approved.	*Daily and as and when required
Microwaves interior and exterior ovens and fridge must be washed with water and detergent and treated/disinfected with $\pm 70\%$ alcohol-based disinfectants that is SABS/SANS Approved.	*Daily and as and when required
Fridges must be defrosted and washed with water and detergent	*Monthly as and when required
Clean water jugs and drinking glasses with dish washing liquid. Outer surfaces to be treated/disinfected with $\pm 70\%$ alcohol-based disinfectants that is SABS/SANS Approved	*Daily as and when required
Departmental Cutlery and crockery used must be cleaned	* As and when required
Empty dust bins and replace with clear plastic bag when required.	*Twice Daily
Wash bins with $\pm 70\%$ alcohol-based disinfectant product that is SABS/SANS Approved and replace with a clear high-quality plastic inner.	*Daily and as and when is required
<b>D. CLEANING OF ENTRANCE (01) AND PASSAGES (01)</b>	



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<p><u>Carpets Flooring (01 Passages):</u></p> <ul style="list-style-type: none"> <li>• Spot brush and clean carpets</li> <li>• Spot Vacuum</li> <li>• Vacuum thoroughly</li> <li>• Deep washing of carpet</li> </ul>	<p>*Daily *Twice Weekly *Monthly *Quarterly and as when is required</p>
<p><u>Ceramic tiles (01 Entrance and 01 Passages)</u></p> <ul style="list-style-type: none"> <li>• Sweep with a dust control mop</li> <li>• Clean with a wet mop</li> <li>• Strip and Seal</li> </ul>	<p>*Daily *Daily *Twice Monthly</p>
<p>Pick up, clean all waste, and dispose of all litter.</p>	<p>*Daily and as and when is required</p>
<p>Dust/ wipe down all horizontal / vertical surfaces with a damp cloth, e.g. walls, notice boards, etc.</p>	<p>*Daily and as and when is required</p>
<p><b>E. TOILET CLEANING (01 Women toilets with 05 Cubicles; 01 Male toilets with 03 Cubicles, &amp; 1 Basin)</b></p>	
<p><u>Vinyl and Ceramic Flooring</u></p> <ul style="list-style-type: none"> <li>• Sweep with a dust control mop</li> <li>• Clean with a damp mop <i>with</i> +70% alcohol-based disinfectant product that is SABS/SANS Approved.</li> <li>• Sweep with a dust control mop.</li> <li>• Clean with a wet mop</li> <li>• Strip and Seal</li> </ul>	<p>*Daily *Daily and as and when required. *Daily *Daily * Weekly and as when required.</p>
<p>Wipe down all horizontal / vertical surfaces with a damp cloth, doors,</p>	<p>*Daily and as and</p>





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mirrors, pipes, etc. and apply/disinfect with $\pm 70\%$ alcohol-based disinfectants. product that is SABS/SANS Approved	when is required
Spot clean marks from walls i.e. moulds and stains, door handles, window handles paint work and light switches.	* Daily and as and when is required
Clean hand-wash basins, toilet pans, wall urinals, wall mounted items with suitably diluted disinfectant and apply/disinfect with $\pm 70\%$ alcohol-based disinfectants product that is SABS/SANS Approved	* Daily and as and when is required
Wash bins with $\pm 70\%$ alcohol-based disinfectant product that is SABS/SANS Approved and replace with a clear high-quality plastic inner.	*Daily and as and when is required
Empty waste bins and replace with a clear plastic bag.	*Twice Daily and as and when is required
Deep cleaning of toilets Sterilize all the exterior and interior toilets with not harmful to human and non-flammable suitably diluted disinfectant that is SABS/SANS Approved.	*Monthly and as and when is required
<b>F. WINDOW CLEANING</b>	
Clean accessible interior and exterior faces of all windows with a window cleaner to the height of 2m with $\pm 70\%$ alcohol-based disinfectant product that is SABS/SANS Approved.	*Quarterly
Clean birds' droppings	*Twice Yearly
<b>G. CLEANING OF FILING ROOM</b>	
<u>Vinyl Flooring:</u>	
<ul style="list-style-type: none"> <li>• Thoroughly sweep with a broom and clean with a wet mop</li> <li>• Burnishing floor with the polishing machine and COMOP</li> </ul>	*Daily *Weekly



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<ul style="list-style-type: none"> <li>Strip and seal floor</li> <li>Clean with a damp mop with <math>\pm 70\%</math> alcohol-based disinfectant product that is SABS/SANS Approved</li> </ul>	<p>*Monthly</p> <p>*Monthly</p>
Empty dust bins and replace with a clear high-quality plastic inner.	*Twice Daily
Clearing and clean shredding machine and replace with clear disposal plastic bag.	*Twice daily and as and when required.
Wash bins with $\pm 70\%$ alcohol-based disinfectant product that is SABS/SANS Approved and replace with a clear high-quality plastic inner	*Daily and as and when required.
Dust furniture (tables, suspendex cabinets, etc.) with a wet cloth apply/disinfect with $\pm 70\%$ alcohol-based disinfectant product that is SABS/SANS Approved.	*Weekly and as and when required.

**HYGIENE TASK DESCRIPTIONS**

TASK DESCRIPTION	
A. SANITARY DISPOSAL BINS (SHE-BINS) -(WOMEN CUBICLES) (03)	
<p>Sanitary waste must be removed and not stay within the Departmental premises</p> <ul style="list-style-type: none"> <li>Cleaning the Interior and Exterior of the SHE bins with disinfectant product that is SANS/SABS Approved.</li> <li>Clean, sterilize and replace with a colour-coded high-quality plastic disposal plastic bags</li> <li>Must have self-closing tight lids with trap doors with non-touch opening closing mechanism</li> </ul>	<p>* Twice Monthly and when is required.</p>



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<ul style="list-style-type: none"> <li>• One (1) bin per female cubicle</li> <li>• Sanitary bag dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault</li> </ul> <p><u>The approximated quantities of Plastics for Sanitary Bins are as follows:</u></p> <ul style="list-style-type: none"> <li>• 5 X 2 Plastics for sanitary bins = 10 Monthly</li> <li>• 10 x 24 = 240 for 24 Months</li> </ul>	
<b>B. SANITARY HYGIENE BAGS FOR SANITARY TOWEL (03)</b>	
<p>Supply and replacement of sealable plastic bags.</p> <ul style="list-style-type: none"> <li>• Sanitary bag dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul> <p><u>The approximated quantities of sanitary bags are as follows:</u></p> <ul style="list-style-type: none"> <li>* 5 Packs of Sanitary bags per monthly</li> <li>* 120 Packs of Sanitary bags for 24 Months.</li> </ul>	<p>*Monthly and as and when is required</p>
<b>C. TOILET SEAT SANITIZERS (05)</b>	
<p>Toilet seat sanitizer must be replenished (500ml)</p> <ul style="list-style-type: none"> <li>• Surface sanitizer dispenser must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> <li>• Liquid Sanitizer must be drip free and not harsh/ irritable to the skin (non-ammoniated). it must be a product that is SABS/SANS Approved</li> <li>• Liquid Sanitizer must have a reliable, user friendly pump mechanism</li> </ul> <p><u>The approximated quantities of seat sanitizers are as follows:</u></p> <p>*16 sanitizer foam (500ml) per unit per month</p>	<p>*Monthly and as and when is required</p>



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<p>*192 sanitizer foam (500ml) per unit per annum          * 384 sanitizer foam(500ml) per unit for 24 Months</p>	
<b>D. HAND WASH LIQUID DISPENSER AND SOAP FOR TOILETS (04)</b>	
<p>Hand wash liquid must be replenished (500ml)</p> <ul style="list-style-type: none"> <li>• Hand wash liquid must be drip free and not harsh/irritable to the skin (non-ammoniated) it must be a product that is SABS/SANS Approved</li> <li>• Liquid dispensers must have a reliable, user friendly pump mechanism</li> <li>• Liquid dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault</li> </ul> <p><u>The approximated quantities of hand wash liquid soap are as follows:</u></p> <ul style="list-style-type: none"> <li>• 4 Hand wash liquid soap 500ml per month</li> <li>• 96 Hand wash liquid soap 500ml for 24 months</li> </ul>	<p>* Monthly and as when is required</p>
<b>E. HAND LIQUID SANITIZER DISPENSER AND SANITIZER FOR TOILETS AND MAIN ENTRANCES(06)</b>	
<p>Hand liquid sanitizer must be replenished (500ml)</p> <ul style="list-style-type: none"> <li>• Hand liquid sanitizer must be drip free and not harsh/irritable to the skin (70% alcohol) it must be a product that is SABS/SANS Approved</li> <li>• Liquid dispensers must have a reliable, user friendly, hands free mechanism</li> <li>• Liquid dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault</li> <li>•</li> </ul> <p><u>The approximated quantities of hand wash liquid sanitizers are as follows:</u></p> <ul style="list-style-type: none"> <li>• 6 Hand liquid sanitizer 500ml per month</li> <li>• 144 Hand liquid sanitizer 500ml for 24 Months</li> </ul>	



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F. FURNITURE, WOODEN FLOOR POLISH SPRAY, AND SCREEN SPRAY GEL	
<p><u>Furniture polish (500ml)</u></p> <ul style="list-style-type: none"> <li>• SABS/SANS Approved</li> <li>• 2 x 500ml per month</li> </ul> <p><u>Wooden floor polish spray (500ml)</u></p> <ul style="list-style-type: none"> <li>• SABS/SANS Approved</li> <li>• 2 x 500ml per month</li> </ul> <p><u>Screen Cleaning Consumable Spray Gel (200ml)</u></p> <ul style="list-style-type: none"> <li>• SABS/SANS Approved</li> <li>• 40 x 200ml Once off</li> </ul>	<p>* Monthly and as when is required</p>
G. DISH WASH LIQUID	
<p>Dish wash liquid must be replenished (750ml)</p> <ul style="list-style-type: none"> <li>• Dish wash liquid must not be harsh/irritable to the skin (non-ammoniated) it must be a product that SABS/SANS Approved.</li> </ul> <p><u>The approximated quantities of Dish wash liquid are as follows:</u></p> <ul style="list-style-type: none"> <li>• 2 Dish wash liquid 750ml per month</li> <li>• 24 Dish wash liquid 750ml Annually</li> <li>• 48 Dish wash liquid 750ml for 24 Months</li> </ul>	<p>* Monthly and as when is required</p>
H. BLEACH	
<p>Bleach must be replenished (750ml)</p> <ul style="list-style-type: none"> <li>• Bleach must be a thick(gel) bleach and product that SABS/SANS Approved.</li> </ul> <p><u>The approximated quantities of Bleach are as follows:</u></p>	



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- 4 Bleach 750ml per month
- 48 Bleach 750ml Annually
- 96 Bleach 750ml for 24 Months

**I. AMMONIA**

Ammonia liquid must be replenished (750ml)

- Ammonia liquid must not be harsh/irritable to the skin and it must be a product that SABS/SANS Approved.

The approximated quantities of Dish wash liquid are as follows:

- 4 Ammonia liquid 750ml per month
- 48 Ammonia liquid 750ml Annually
- 96 Ammonia liquid 750ml for 24 Months

**J. AUTOMATIC PAPER TOWEL DISPENSER (06) AND BINS (06)**

Paper towels (550 sheets) must be replenished. (200mmX250mm)

- Automatic Paper towel dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.
- Emptying and Cleaning the Interior and Exterior of the of bins with disinfectant cleaner Product that is SABS//SABS Approved
- Replacement of inner disposal high-quality plastic bags which are colour coded clean and sterilize.
- Paper towel must be made of a soft, good quality paper tissue and they must be of a high quality and not made of recycled paper, SANS/SABS Approved

\*weekly and as and when is required

The approximated quantities of automatic paper towel are as follows:



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<p>*6 rolls per week          *24 rolls per Month          *576 rolls for 24 Months</p> <p>The approximated quantities of plastic pack for automatic paper towel bins are as follows:</p> <p>*12 Plastic bags per month          *288 Plastic bags for 24 Months</p>	
<b>K. AUTOMATIC AIR FRESHENER (10)</b>	
<p>Air freshener must be refilled and must spray at intervals of 15 minutes (275ml).</p> <ul style="list-style-type: none"> <li>Automatic air freshener dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul> <p>The approximated quantities of automatic air fresheners are as follows:</p> <p>*10 X 275 Automatic air fresheners per month          *240 Automatic air fresheners for 24 Months</p>	<p>*Monthly and as and when is required</p>
<b>L. TOILET PAPERS (05)</b>	
<ul style="list-style-type: none"> <li>Supply &amp; replenishment of 2 –Ply toilet paper rolls (350 sheets)</li> <li>Toilet paper must be made of a soft, high quality paper and not made of recycled paper, SANS/SABS Approved.</li> <li>Toilet paper holders must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul> <p>The approximated quantities of toilet papers are as follows:</p> <p>* 18 per day          * 90 per Week          * 360 per Month.          * 8640 for 24 Months.</p>	<p>Daily and as and when is required</p>



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<b>M. AUTO JANITOR SANITIZER DISPENSER AND DRIP MASTER FOR URINAL, MALE CUBICLES (2)</b>	
<p>Refill and replenish auto Janitor sanitizer (500ml)</p> <p>The approximated quantities of urinal sanitizer are as follows:</p> <ul style="list-style-type: none"> <li>* 4 urinal sanitizers (500ml) per month</li> <li>* 96 for 24 Months</li> </ul> <ul style="list-style-type: none"> <li>• The liquid sanitizer product must not be harsh/ irritable and harmful to the skin (non-ammoniated) SANS/ SABS Approved product.</li> <li>• Must be of colour but stain free</li> <li>• Auto Janitor must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul>	<p>*Monthly and as and when is required</p>
<b>N. HEALTH CARE WASTE BINS (01)</b>	
<p>Supply Health care waste bins for Covid-19 PPE disposal</p>	
<p>Provide constant removal of disposed items in line with Health care waste protocols, clean and sterilize bins regularly.</p> <ul style="list-style-type: none"> <li>• The Health Care waste bins must have self-closing tight lids with trap doors with non-touch opening and closing mechanism.</li> <li>• Health Care waste bins must be replaced free of charge in the event of malfunctioning or factory fault.</li> </ul> <p>Ensure frequent replacement of inner disposal plastic bags which is colour coded in accordance with SANS 10248-1.</p> <p>The approximated quantities of Waste-Bins and Disposal Bag are as follows:</p>	<p>*Quarterly or and as when is required</p>





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<ul style="list-style-type: none"> <li>• 01 Packets of Hazardous waste disposal plastics per quarter</li> <li>• 08 packets of Hazardous waste disposal plastics for 24 Months period.</li> </ul>	
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**NB:** All dispensers should be lockable to prevent theft. The Service Provider must install all dispensers with the costs included in the monthly payments. All dispenser batteries must be of high quality and durability. The batteries must be inspected regularly and replaced accordingly. Upon termination of the contract the Service Provider must remove all 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.

**All chemicals supplied must be SABS approved and Data sheets must be available on site.**

**5. MANDATORY REQUIREMENTS**

**Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.**

<b>Mandatory requirements</b>	<b>Substantiating evidence of compliance (used to evaluate bid)</b>	<b>Evidence reference (to be completed by bidder)</b>
5.1 Valid letter for tender purposes or letter of good standing for Compensation for	Valid letter for tender purposes for COIDA obtained from the Department of Employment and Labour indicating the following:	Provide unique reference to locate substantiating evidence in the bid



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<p>Occupational Injuries Disease Act (COIDA) 1993</p>	<ul style="list-style-type: none"> <li>• Date the letter was issued;</li> <li>• Applicable tender number;</li> <li>• Name of the Bidder; and</li> <li>• Stamp/ Signature of the Compensation Commissioner/ Department of Employment and Labour</li> </ul> <p style="text-align: center;"><b>OR</b></p> <p>Valid letter of good standing for COIDA obtained from the Department of Employment and Labour indicating the following:</p> <ul style="list-style-type: none"> <li>• Name of the Bidder;</li> <li>• Nature of Business;</li> <li>• Expiry Date;</li> <li>• Stamp/ Signature of the Compensation Commissioner / Department of Employment and Labour</li> </ul>	<p>response</p>
<p><b>5.2</b> All Bidders must be registered on CSD and must be Tax Compliant on the date of closing of Tender Submissions. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the</p>	<ul style="list-style-type: none"> <li>• CSD Proof of registration number for verification</li> <li>• Valid Tax Compliance Pin Letter for verification at SARS</li> </ul>	<p>Provide unique reference to locate substantiating evidence in the bid response</p>



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Central Supplier Database prior submitting the Bid.		
<p><b>5.3</b> Existing cover or letter of intent/ quotation for Public Liability insurance policy, for a minimum cover of R 2 million</p>	<p>Existing cover for Public Liability insurance policy from a reputable insurance company indicating the following:</p> <ul style="list-style-type: none"> <li>• Name of the Insurance Company;</li> <li>• Name of the Bidder;</li> <li>• Policy Number;</li> <li>• Type of Insurance/ Cover;</li> <li>• Insurance/ Cover Amount (<b>NB:</b> Minimum Insurance/ Cover Amount of R 2 million</li> </ul> <p style="text-align: center;"><b>OR</b></p> <p>Letter of intent/ quotation for Public Liability Insurance from a registered insurer indicating the following:</p> <ul style="list-style-type: none"> <li>• Name of the Insurance Company;</li> <li>• Name of the Bidder;</li> <li>• Type of Insurance/ Cover;</li> <li>• Insurance/ Cover Amount (<b>NB:</b> Minimum Insurance/ Cover Amount of R 2 million</li> </ul>	<p>Provide unique reference to locate substantiating evidence in the bid response</p>
<p><b>5.4</b> Bidders must indicate cleaners' wages in the Pricing Schedule (SBD 3.3).</p> <p><b>NB:</b> The wages of the</p>	<p>Provide duly completed and signed Pricing Schedule (SBD 3.3). The wages must include mandatory benefits (Basic Condition of Employment for Contract Cleaning Sector)</p>	<p>provide unique reference to locate substantiating evidence in the bid response</p>



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<p>cleaners should not be less than the minimum wage rate as prescribed by the Department of Employment and Labour Sectoral Determination 1: Contract Cleaning Sector, South Africa. Only the wage increment adjustments will be accepted based on a Sectoral Wage Determination Formula</p>		
<p><b>5.5</b> The Bidder must provide a Waste Management certificate (Proof of Registration or License for waste treatment facility) in accordance with the National Environmental Management Waste Act No. 59 of 2008, issued to the Bidder/ Partner by the National Department of Environment, Forestry and Fisheries.</p>	<p>Provide a valid Waste Management License for waste treatment facility issued to the Bidder/ Partner by the National Department of Environment, Forestry and Fisheries.</p> <p style="text-align: center;"><b>Or</b></p> <p>Provide the certification (Proof of registration) issued to the Bidder/ Partner by the National Department of Environment, Forestry and Fisheries.</p> <p><b>NB:</b> Where the certificate or license is not in the name of the Bidder, a partnership letter or quotation from the certificate or license holder must be attached.</p>	<p>Provide unique reference to locate substantiating evidence in the bid response</p>
<p><b>5.6</b> Compulsory briefing session</p>	<p>Attendance of the Compulsory briefing session by signing of attendance register</p>	



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## 6 EVALUATION CRITERIA

Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

This bid shall be evaluated in two stages. On first stage bids will be evaluated on functionality whereas on second stage evaluation will be done in accordance with 80/20 preference points system as stipulated below.

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

The applicable values that will be utilized when scoring each criterion ranges from: **1 being Poor, 2 Average, 3 good, 4 very good & 5 Excellent**



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EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. ABILITY AND CAPABILITY	<p>Company experience: experience of the company in a cleaning and hygiene industry, (Reference letter / testimonials from client-company that the company is managing or has previously managed must be attached.</p> <p><b>NB: The content of the reference letters/testimonials must indicate the type of services rendered and period. Contracts, Service Level Agreements, Appointment Letters and Purchase Orders will not be considered as proof of experience.</b></p>	25
	<p>Supervisor to be utilized in the execution of the contract, please attach personnel CVs, entailing skills (interpersonal, skills / conflict resolution skills, writing and verbal communications,) and experience in (duties performed) cleaning and hygiene services.</p>	15
	<p>Training and skills development plan covering all relevant training interventions i.e. OHS, SHE, First Aid, Chemical, Hazardous training as well as housekeeping but not limited (Please attach a detailed plan/ programme with the timeframes that the personnel will receive at commencement of work and before the expiry of the Contract).</p> <p><b>NB:</b> one of the above-mentioned training must be facilitated within 6 months of the commencement of the contract and others before expiry of the contract. In instances where all resources have received the required training, the bidder is expected to provide relevant certificates.</p>	25
	<p>Bidder's Protective clothing in line with the Occupational Health Safety Act (attach uniform pictures with Company Logo and other related protective clothing) including COVID-19 PPE</p>	10



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<p><b>2. METHODOLOGY IN LINE WITH CLEANING AND HYGIENE SERVICES</b></p>	<p>Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan and Covid-19 mitigation plan</p>	<p>25</p>
<p><b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b></p>		<p><b>100</b></p>



## BID SCORING AND EVALUATION CRITERIA

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
<b>Firms experience in both cleaning and hygiene: The content of the reference letters/testimonials must indicate the type of services rendered and period.</b>	12 plus months of experience in cleaning and hygiene services.	2-3 years of experience in cleaning and hygiene services.	4-5 years of experience in cleaning and hygiene services.	5-6 years of experience in cleaning and hygiene services.	More than 6 years of experience in cleaning and hygiene services.
<b>Supervisor to be utilized in the execution of the contract, please attach personnel CVs entailing skills and duties in cleaning and hygiene services.</b>	No experience in cleaning and hygiene industry.	2-3 years' experience in cleaning and hygiene industry.	4-5 years' experience in cleaning and hygiene industry.	6 years' experience in cleaning and hygiene industry.	More than 7 years' experience in cleaning and hygiene industry.





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<p><b>Training and skills development plan</b></p>	<p>No plan at all or irrelevant.</p>	<p>Training and skills development plan covering: -First aid; -OHS/SHE.</p>	<p>Training and skills development plan covering: -First aid; -OHS/SHE, and housekeeping.</p>	<p>Training and skills development plan covering: -First aid; -OHS/SHE, housekeeping , Chemicals hazardous and SHE bins duration of each training to be completed.</p>	<p>Training and skills programme covering over and above items on rating 4. as well as additional required soft skills such as: - Communications - Applicable certificate attached.</p>
<p><b>Bidder's Protective clothing and SHEQ (Safety Health Equipment) in line with OHS Act.</b></p>	<p>No pictures at all, irrelevant or Bidders providing pictures of company uniform without a logo.</p>	<p>Bidders providing pictures of company uniform with logo and the following: Safety boots or Safety gloves or Protective masks.</p>	<p>Bidders providing pictures of company uniform with logo and the following: Safety boots; Safety gloves; Aprons, Protective masks Cautionary boards.</p>	<p>Bidders providing pictures of company uniform with logo and the following: Safety boots; Safety gloves, Aprons, Protective masks, Cautionary boards, Cleaning trolleys, and visible pictures of the cleaning and hygiene consumables which are SABS/SANS Approved.</p>	<p>Bidders providing pictures of company uniform with logo and the following: Safety boots; Safety gloves, Aprons, Protective masks, Cautionary boards, Cleaning trolleys, and visible pictures of the cleaning and hygiene, including machinery, cleaning and hygiene consumables which are SABS/SANS Approved and</p>

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<p><b>Methodology in line with cleaning and hygiene services</b></p>	<p>No information at all or irrelevant.</p>	<p>Detailed broad methodologies that cover the proposed scope of work including task descriptions</p>	<p>Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on a daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed.</p>	<p>Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on a daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed, Flexibility plan in line with cleaning and hygiene services.</p>	<p>COVID -19 PPEs. All criteria mentioned in rating (4) and detailed Contingency plan in line with cleaning and hygiene services and Covid-19 Safety mitigation plan.</p>
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- 6.1 The Bids that fail to achieve a minimum of **60** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Preference Points System).
- 6.2 **Second Stage - Evaluation in terms of 80/20 Preference Points System**

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

### **Stipulation of the Specific Goals**

<b>No.</b>	<b>The Specific goals allocated</b>	<b>Number of points allocated</b>
1	A person historically disadvantaged by unfair discrimination on the basis of race ( Africans, Coloureds, Indians and People of Chinese descent who are South African Citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalization)- (a) Before 27 April 1994 (b) On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.	8
2	Who is female	5
3	Who has disability	2
4	Specific goal: Youth	2
5	Specific goal: Locality: Promotion of enterprises located in a specific Province (Northwest Province).	3
<b>Total points for price and HDIs must not exceed</b>		<b>20</b>

- 6.3 Bidders are required to complete the preference claim form (SBD 6.1), and submit proof or documentation required in terms of this tender to claim points for specific goals.
- 6.4 The points scored by a bidder in respect of the specific goals will be added to the points scored for price. The points scored will be rounded off to the nearest 2 decimals.
- 6.5 Should two or more tenderers score an equal total number of points, the



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contract must be awarded to the tenderer that scored the highest points for specific goals.

- 6.6 Should two or more tenderers score equal total points in all respects; the award must be decided by the drawing of lots.
- 6.7 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

**7. FORMAT AND SUBMISSION OF BIDS**

- 7.1 Bidders must submit their bids on the stipulated closing date, place and time. Late bids will not be considered.
- 7.2 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to mandatory requirements and evaluation criteria.
- 7.3 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 7.4 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended or withdrawn after its date of submission.
- 7.5 DALRRD is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and DALRRD may reject any bid. DALRRD reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the RFP.
- 7.6 DALRRD may, for any reason and at any time during the selection process, request any Bidder to supply further information and/or documentation. The appointment of the successful Bidder is subject to the conclusion of Service Level Agreement (SLA) between DALRRD and the successful Bidder governing



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all rights and obligations related to the required services. The SLA shall be prepared by DALRRD to include such terms and conditions commonly included in agreement of such nature, together with any other terms and conditions which are required by DALRRD (whether arising from the specifications of the successful bidder's proposal or otherwise).

- 7.7 After careful consideration and thorough examination of the proposals, DALRRD shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements. The lowest price offered will not necessarily be a decisive factor in choosing between Proposals.
- 7.8 Bidders which have not been selected shall be informed accordingly in writing and through publication of the successful bidder in the same media that was used to advertise the bid.

**8. COMPULSORY BRIEFING AND SITE INSPECTION SESSION**

A compulsory Briefing and Site Inspection sessions will be held at Vryburg Deeds Registry, Magistrate Court building, Ground Floor, 26 De Kock Street , Vryburg, 8600. The compulsory Briefing and Site Inspection session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise.

**9. HEALTH AND SAFETY**

The DALRRD may appoint Health and Safety Inspector to verify the standard and quality of product utilised for general health and safety issues. The service provider will have to cooperate with the health inspector.

**10. SUB-CONTRACTING**

- 10.1 The successful bidder is expected to inform the department of the sub-contracting arrangements and access to the sub-contracted entities for purposes of quality, compliance check, security and tax issues.



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10.2 The service provider must submit a sub-contracting agreement that entails the services to be sub-contracted e.g. transportation of health care and sanitary waste or removal of sanitary waste from the ablution facility.

**11. SECURITY AND CONFIDENTIALITY OF INFORMATION**

The successful Bidders must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, both during the contract period and subsequently. Information may only be disclosed to outside sources with the prior, written approval from the DALRRD.

**12. TERMS AND CONDITIONS OF THE PROPOSAL**

- 12.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DALRRD Supply Chain Management general contract conditions.
- 12.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.
- 12.3 In cases where a company, partnership or close corporation commences business for the first time or either don't have capital; the following 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.
- 12.4 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison regarding the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning materials are always available and that it should be replaced as required.
- 12.5 The Service Provider must arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/ letter of intent/Quotation from registered insurers. Premiums must be paid monthly after the award for



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT- VRYBURG DEEDS REGISTRY FOR A PERIOD OF 24 MONTHS.**

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.

- 12.6 All Acts and Regulations relating to cleaning and hygiene services must be adhered to by the Service Provider. All equipment and material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.
- 12.7 The Department reserves the right to conduct tests and analysis on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS/SABS.
- 12.8 The service provider must appoint the Project Manager to be utilized in the management of the contract.
- 12.9 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 12.10 Proof of quotations is required for Public Liability Insurance for bidding process; however, proof of registration or contract/ agreement **must** be submitted by the successful bidder within the period of seven working days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.
- 12.11 Letter for tender purposes **or** letter of good standing for UIF and COIDA is required for bidding process. However, proof of registration must be submitted by the successful bidder within the period of seven working days after the award. The department reserves the right to cancel the contract if the required documents are not submitted within the specified time. In a case where a bidder does not have registered employees under his/her name a letter to tender addressed to the Department of Agriculture, Land Reform and Rural Development must be attached to avoid disqualification.
- 12.12 Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.



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- 12.13 Should the service provider not comply with any of the conditions contained in this term of reference during the contract period the DALRRD may cancel the contract within one-month notice.
- 12.14 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract. All employees will be expected to have been fully trained 6 months before the end of the contract. In instances where employees have received prior training and the certificates are still valid, the certificates must be forwarded to Facilities Management.
- 12.15 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 12.16 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- 12.17 Where the removal of the SHE bins is done by the cleaners from the ablution facility, the cleaners must be trained for such and a certificate must be issued.
- 12.18 The monthly invoices must be accompanied by the monthly report and shall be based on different services that cover all work performed and completed during the month.
- 12.19 In case where the Department decides to move to another office or close some of the office's information will be communicated prior and the Service Provider will need to make provision, in instances where the services are no longer required, the contract will be terminated.
- 12.20 All cleaning and hygiene equipment and detergents should be provided by the bidder.
- 12.21 The consumables must be supplied and as per prescribed quantities.
- 12.22 The pricing must be fixed for the duration of the contract. (Only the wage increment adjustments will be accepted based on a sectoral wage formula, refer to the Pricing Schedule SBD 3.3).
- 12.23 All equipment to be supplied must be durable and SANS approved.
- 12.24 The Department reserves the right to award this contract to more than one service providers.





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- 12.25 Sanitary and waste removal must be done between 13h00 and 14h30 due to movement of clients in the morning.
- 12.26 SHE bins must be emptied on the day of collection. The Department does not have a storage facility for Sanitary and Healthcare waste.
- 12.27 The Service Provider must submit the monthly Sanitary Disposal Certificate and the Health Care Disposal Certificate for every Sanitary and Health Care waste that is collected from the office that reflect the following: Collection Place, the weight, kg of that waste, Disposal place address, Date and Time and Signature of the head of disposal facility.
- 12.28 The company and its employees may be subjected to a positive security vetting and screening (including relievers).
- 12.29 The Service Provider must submit the Certificate of Transportation of Sanitary Waste and Health Care Waste as per Act 59 Of 2008 by the Department of Environmental Affairs.
- 12.30 It is expected that monthly service level agreement meetings will take place at Vryburg Deeds Registry to discuss the service provider's performance and continuous compliance requirements. It is therefore a condition of this Bid that such meetings be attended by at least one director/ member of the successful Bidder/ Entity.
- 12.31. **The Department of Agriculture, Land Reform and Rural Development:**
- 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 will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These terms and Conditions will also form part of the service level agreement.
  - Not take responsibility of the safe guiding of the cleaning equipment and detergents.



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**13. CONTACT PERSONS:**

<b>No</b>	<b><u>Name Technical enquiries</u></b>	<b><u>Email Address</u></b>
1.	Ms. Mabookgolwane Moreki	<a href="mailto:Mabookgolwane.moreki@dalrrd.gov.za">Mabookgolwane.moreki@dalrrd.gov.za</a>
2.	Ms. Mmatseke Mokomane	Mmatseke.mokomame@dalrrd.gov.za
3.	Mr. Buti Matjila- Bid related enquiries	<a href="mailto:Buti.matjila@dalrrd.gov.za">Buti.matjila@dalrrd.gov.za</a>



**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT  
July 2010**

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GENERAL CONDITIONS OF CONTRACT  
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## 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](http://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** 5.1 The supplier shall not, without the purchaser’s prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information;** than a person employed by the supplier in the performance of the **inspection.** contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. **Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.



7. **Performance** 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

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

**8. Inspections, 8.1** All pre-bidding testing will be for the account of the bidder.  
**tests and**

**analyses** 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** 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** 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** 13.1 The supplier may be required to provide any or all of the following **services** services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

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

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

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

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

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

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

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

**18. Contract** 18.1 No variation in or modification of the terms of the contract shall be **amendments** 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** 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** 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** 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** 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 antidumping 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** 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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** 28.1 Except in cases of criminal negligence or willful misconduct, and in **liability** 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** 29.1 The contract shall be written in English. All correspondence and other **language** documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable** 30.1 The contract shall be interpreted in accordance with South African **law** 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** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp **duties** duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all tax fees, etc., incurred until delivery of the contract to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax clearance certificate is not in order. Prior to the award of a bid the Department shall require the bidder to have in possession of a tax clearance certificate, submitted by the bidder. The tax clearance 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.



- Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34 Prohibition of**
- 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.