LA 1.2

DLRRD-MP0005(2026/2027)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT– GERT SIBANDE SHARED SERVICE CENTRE (ERMELO AND PIET RETIEF) OFFICES FOR A PERIOD OF 36 MONTHS.

CLOSING DATE: 25 NOVEMBER 2026 @11H00AM

NB: THERE WILL BE COMPULSORY BRIEFING SESSIONS AS FOLLOWS:
DATE: 10 NOVEMBER 2026
TIME: 11:00 AM
VENUE: **STAND 37,**
MOHAMMEDIA,
KEMPVILLE,
PIET RETIEF,
2380

Prospective bidders are however encouraged to direct their questions in writing to the contact mentioned below on or before closing date.

TECHNICAL ENQUIRIES	: **Ms. Ncamisile Khumalo OR Mr. Patrick Lukhele**
TEL	: 083 400 6648
EMAIL	: Ncamisile.Khumalo@dlrrd.gov.za / Patrick.Lukhele@dlrrd.gov.za
BID RELATED ENQUIRIES	: **Ms. Banele Ramanyimi**
TEL	: (013) 754 8000/8066
EMAIL:	banele.ramanyimi@dlrrd.gov.za

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
6th FLOOR
17 VAN RENSBURG STREET, SONHEUWEL CENTRAL,
BATELEUR BUILDING, BLOCK E
NELSPRUIT,1201

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SHARED SERVICES CENTRE
Directorate: Financial and Supply Chain Management Services
Private Bag X11305, NELSPRUIT, 1200,17 Van Rensburg Street, Sonheuwel Central, Nelspruit, 1201; Tel: 013 - 754 8000; Website: www.dlrrd.gov.za

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

BID NUMBER: DLRRD-MP0005(2026/2027)
CLOSING TIME: **11H00 AM** **CLOSING DATE: 25 NOVEMBER 2026**

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL 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 the General Contract Conditions (GCC), Authority to sign SBD on behalf of entity, SBD1, SBD 3.3, SBD4, SBD 6.1, Supplier maintenance (bank) form , and Terms of Reference.

3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.

4. 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.

5. The attached forms must be completed in detail and returned with your bid. 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. ***(failure to comply will disqualify your proposal)***

Yours faithfully

SUPPLY CHAIN MANAGEMENT
DATE: 02 NOVEMBER 2026

LA 1.3

MAP TO BIDDER BOX (B BOX)

DLRRD-MP0005(2026/2027) CLOSING DATE: 25 NOVEMBER 2026 @ 11:00 AM

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)

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

THE SBD FORMS MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Bid documents must be deposited in the Bid box which is identified as the "Bid/tender box."

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
FINANCE AND SUPPLY CHAIN MANAGEMENT
6th FLOOR
17 VAN RENSBURG STREET, SONHEUWEL CENTRAL,
BATELEUR BUILDING, BLOCK E, NELSPRUIT,
1201

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 AM WHICH IS THE CLOSING TIME OF BIDS.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT YOUR BID IN A SEALED ENVELOPE

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

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

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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 amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENT (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 ina Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, close corporations and partnerships must establish their authority

BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An EXAMPLE is shown below for a COMPANY

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000,*

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no DALRRD-MP0001(2025/2026), and any contract which may arise there

on behalf of *MABEL HOUSE (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY:(Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of *A.F Jones)*

As witnesses:

1. . . . . . .

2. . . . . . .

Signature of person authorised to sign the tender: . . . . . .

Date: . . . . . .

SAMPLE

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM SND RURAL DEVELOPMENT					
BID NUMBER:	**DLRRD-MP0005(2026/2027)**	CLOSING DATE:	**25 NOVEMBER 2026**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT– GERT SIBANDE SHARED SERVICE CENTRE (ERMELO AND PIET RETIEF) OFFICES FOR A PERIOD OF 36 MONTHS.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE:
6TH FLOOR
17 VAN RENSBURG STREET, SONHEUWEL CENTRAL, BATELEUR BUILDING , BLOCK E
NELSPRUIT,1201

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. Banele Ramanyimi**	CONTACT PERSON	**Ms. Ncamisile Khumalo OR Mr. Patrick Lukhele**
TELEPHONE NUMBER	**013 754 8000/ 8066**	TELEPHONE NUMBER	**083 400 6648**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	banele.ramanyimi@dlrrd.gov.za	E-MAIL ADDRESS	Ncamisile.Khumalo@dlrrd.gov.za / Patrick.Lukhele@dlrrd.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
1.5.	**BID VALIDITY PERIOD 90 DAYS**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT– GERT SIBANDE SHARED SERVICE CENTRE (ERMELO AND PIET RETIEF) OFFICES FOR A PERIOD OF 36 MONTHS.

PRICING SCHEDULE

SBD 3.3

NAME OF BIDDER.: .....

BID NO.: DLRRD-MP0005(2026/2027) **CLOSING TIME.: 11:00 AM** **CLOSING DATE.: 25 NOVEMBER 2026**

(Professional Services)

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)

TOTAL BID PRICE: R.....

THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT– GERT SIBANDE SHARED SERVICE CENTRE (ERMELO AND PIET RETIEF) OFFICES FOR A PERIOD OF 36 MONTHS.

1. **The services outlines in the attached terms of reference must consider when formulating the prices for this bid**
2. **Cleaners and Supervisor Wages must be inclusive if all hidden costs and /or benefits i.e. UIF Contributions, Bonus Provision, COIDA Contribution, Skills Development Levy Contributions and Provident Fund Contribution.**
3. **All Cleaning Equipment, Hygiene Dispensers, Consumables and Detergents must be provided by the Bidder.**
4. **Price must be fixed and firm 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)	R
	Daily Wage (8 Hours Per Day)	R
	Weekly Wage (5 Days Per Week)	R
1.	**Basic Monthly Wage (4.333 Weeks Per Month)**	**R**
	ADDITIONAL COSTS AND BENEFITS	
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
TOTAL MONTHLY WAGE PER CLEANER (SUM OF ITEMS NO. 1 – 10)		**R**

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)	R
	Daily Wage (8 Hours Per Day)	R
	Weekly Wage (5 Days Per Week)	R
1.	**Basic Monthly Wage (4.333 Weeks Per Month)**	**R**
	ADDITIONAL COSTS AND BENEFITS	
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
TOTAL MONTHLY WAGE PER SUPERVISOR (SUM OF ITEMS NO. 1 – 10)		**R**

TABLE A: CLEANERS AND SUPERVISOR WAGE COSTS

DESCRIPTION	TOTAL NUMBER REQUIRED	MONTHLY COST (AS PER THE ABOVE CALCULATION)	CONTRACT PERIOD	TOTAL COST FOR THE CONTRACT
CLEANERS	07	R	36 MONTHS	R
SUPERVISORS	02	R	36 MONTHS	R
SUB-TOTAL				**R**
VALUE ADDED TAX (VAT)				R
TOTAL COST				**R**

TABLE B: CLEANING AND HYGIENE EQUIPMENT COSTS

DESCRIPTION	MONTHLY COST	CONTRACT PERIOD	TOTAL COST FOR THE CONTRACT
ONCE-OFF INSTALLATION	ONCE-OFF	ONCE-OFF	R
LEASE OF CLEANING EQUIPMENT	R	36 MONTHS	R
LEASE OF HYGIENE EQUIPMENT	R	36 MONTHS	R
SUB-TOTAL			**R**
VALUE ADDED TAX (VAT)			R
TOTAL COST			**R**

TABLE C: CLEANING AND HYGIENE CONSUMABLES COSTS

DESCRIPTION	MONTHLY COST	CONTRACT PERIOD	TOTAL COST FOR THE CONTRACT
SUPPLY OF CLEANING CONSUMABLES	R	36 MONTHS	R
SUPPLY OF HYGIENE CONSUMABLES	R	36 MONTHS	R
SUB-TOTAL			**R**
VALUE ADDED TAX (VAT)			R
TOTAL COST			**R**

TABLE D: OTHER COSTS

DESCRIPTION	MONTHLY/ QUARTERLY COST	CONTRACT PERIOD	TOTAL COST FOR THE CONTRACT
OPERATIONAL AND SERVICES COST NOT CATERED FOR ABOVE - **Please Specify Below, e.g., Cleaning and hygiene services and, Operational Costs etc.**			
D.1.	R	36 MONTHS	R
D.2.	R	36 MONTHS	R
D.3.	R	36 MONTHS	R
SUB-TOTAL			**R**
VALUE ADDED TAX (VAT)			R
TOTAL COST			**R**

SUMMARY OF COSTS

DESCRIPTION		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
GRAND TOTAL (TOTAL BID PRICE INCLUDING ALL APPLICABLE TAXES)		**R**

1. Period required for commencement with project after acceptance of bid……..

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

I, the undersigned, (name)……. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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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
Total points for Price and SPECIFIC GOALS	**100**

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):

- A**ttach 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 Promotion of enterprises located in the Gert Sibande District Municipality.	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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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		NO	

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.

…… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME: ……..
DATE: ……
ADDRESS: ……
……

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

SUPPLIER MAINTENANCE

BAS ☐ **LOGIS** ☐

OFFICE

System User Only			
Captured By:			
Captured Date:			
Authorised By:			
Date Authorised:			
Safety Web Verification			
	YES		NO

The Director General: Department of Land Reform and Rural Development

I/We hereby request and authorise 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 authorised 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 responsibly for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered name	
Trading name	
Tax number	
Vat number	
Title	
Initials	
First name	
Surname	

Address Details	
Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

New Detail			
☐ New Supplier Information		☐ Update Supplier Information	

Supplier type	☐ Individual	☐ Department		Department number	
	☐ Company	☐ Trust			
	☐ CC	☐ Other		Other Specify	
	☐ 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		Cheque Account	
		Savings Account	
		Transmission Account	
		Bond Account	
		Other (Please Specify)	
ID Number			
Passport Number			
Company Registration Number			
*CC Registration			
*Please include CC/ CK where applicable			
Practise Number			
When the bank stamps this entity maintenance form, they confirm that all the information completed by the entity is correct.	Bank stamp It is hereby confirmed that these details have been verified against the following screens: **ABSA** – CIF screen **FNB** – Hogans system on the CIS4 **STD** Bank – Look-up-screen **Nedbank** – Banking Platform under the Client Details tab		

Contact Details			
Business			
	Area Code	*Telephone Number*	*Extension*
Home			
	Area Code	*Telephone Number*	*Extension*
Fax			
	Area Code	*Telephone Number*	
Cell			
	Cell Code	*Cell Number*	
E-mail Address			
Contact Person			

	Supplier details	**Departmental sender details**
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

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

EHLANZENI REGIONAL SHARED SERVICE CENTRE: MPUMALANGA
DIRECTORATE: CORPORATE SERVICE
Private Bag X11305, Nelspruit, 1200; Tel: 013 752 2064; Fax: 013 755 3632; Web:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT– GERT SIBANDE SHARED SERVICE CENTRE (ERMELO AND PIET RETIEF) OFFICES FOR A PERIOD OF 36 MONTHS.

PHYSICAL ADDRESSES: ERMELO & PIET RETIEF

23 TAUTE STREET

ERMELO

2350

STAND 37, MOHAMMEDIA

KEMPVILLE

PIET RETIEF

2380

1. OBJECTIVES

The objective of the terms of reference is to appoint a suitable Service Provider that will render cleaning and hygiene services in the Department of Land Reform and Rural Development: for the Gert Sibande Shared Services Centre for a period of thirty six (36) months

2. STAFFING REQUIREMENTS

- Staff required:
  - Working Supervisor 02
  - Cleaners 07

2.1 **Breakdown of staffing requirements per building**

- Ermelo office - 1 Working Supervisor and 3 Cleaners
- Piet Retief office - 1 Working Supervisor and 4 Cleaners

3. TABLE OF QUANTITIES

Cleaning Services for Ermelo Office

No	Description:	Quantities:	Comments
1	Size of the building(±)	Ermelo Ground with surrounding areas	Overall approximate size is 488 m^2
2	Cleaners required:	01- Supervisor 03- Cleaners	Total of 01 working supervisor and 03 cleaners
3	Number of floors	Ground Floor	Plus surrounding areas
4	Number of closed offices	13	Medium to large sizes
6	Number of boardrooms	1	1 boardroom big size
7	Server room	1	The area require minimal cleaning under supervision
8	Photocopy rooms	1	Medium size
9	Store/ Strong rooms	2	Included in the overall size
10	Number of toilets	Males Females	NB: (01 Women toilets with 01 Cubicle; 01 Male toilets with 01 Cubicle. 01 unisex toilet, 01 urinary, 02 basins).
11	Kitchens	1	Small size
12	Passages	2 passages	Counted as one passage per floor and one lobby per floor regardless of size.
13	Filing and archive Rooms	02	Medium size
14	Reception Area	01	Medium size
15	Hand wash basins	02	
16	Urinary	01	

17	Yard outside the office building, within the premises	01	The overall approximate area is 2 376 m². However, cleaning will mainly involve picking up litter and sweeping where required, including parking areas, entrances and areas where leaves have accumulated. The estimated area requiring regular sweeping is approximately 600 m².

Hygiene Services Dispensers Ermelo Office

Sanitary disposal bins/she-bins (Women cubicles)	2	Supply, installation & Maintenance
Sanitary hygiene bag dispensers	2	Supply, installation & Maintenance
Surface sanitizer holders (sanitizer wipes flushable)	3	Supply, installation & Maintenance
Hand wash liquid soap dispenser	2	Supply, installation & Maintenance
Automatic air freshener dispenser	3	Supply, installation & Maintenance
Automatic paper towel dispenser	2	Supply, installation & Maintenance
Paper towel bins	3	Supply, installation & Maintenance
Toilet paper holder (lockable 3 holder/canister)	3	Supply, Installation & Maintenance
Urinals Drip Sanitizer Dispenser /Auto janitor dispense	1	Supply, installation & Maintenance
Auto Sanitizer	3	Supply, installation & Maintenance
Toilet brush set	3	Supply and Replacement

Cleaning Services for Piet Retief Office

No	Description:	Quantities:	Comments
1	Size of the building(±)	Ground Floor	Overall approximate size is 1100 m^2
2	Cleaners required:	01- Supervisor	Total of 01 working supervisor and

		04- Cleaners	04 cleaners
3	Number of floors	1	Plus surrounding areas
4	Number of closed offices	28	Medium to large sizes
5	Number of open plan offices	2	Small to medium size
6	Number of boardrooms	2	2 boardroom big size
7	Server room	1	The area require minimal cleaning under supervision
8	Photocopy rooms	1	
9	Store/ Strong rooms	4	Included in the overall size
10	Number of toilets	Males Females	NB:(02 Women toilets with 03 Cubicles, 02 Male toilets with 02 Cubicles, 01 urinary, 05 basins, 01 Disability toilet)
11	Kitchens	1	small
12	Passages	1 passages	Counted as one passage per floor and one lobby per floor regardless of size.
13	Filing and archive Rooms	2	2 medium size to large size
14	Reception Area	01	Medium size
15	Hand wash basins	05	
16	Urinary	01	
17	Number of toilets outside the building	Female Male	01 Female toilet and 01 Male toilet.
18	Number of basins outside the building	Female Male	(01 basin for females and 01 basin for males).
19	Yard outside the office building, within the premises	01	The overall approximate area is 3 240 m². However, cleaning will mainly involve picking up litter and sweeping where required, including parking areas, entrances and areas where leaves have accumulated. The estimated area requiring regular sweeping is

			approximately 600 m².

Hygiene Services Dispensers Piet Retief

Sanitary disposal bins/she-bins (Women cubicles)	4	Supply, installation & Maintenance
Sanitary hygiene bag dispensers	4	Supply, installation & Maintenance
Surface sanitizer holders (sanitizer wipes flushable)	6	Supply, installation & Maintenance
Hand wash liquid soap dispenser	5	Supply, installation & Maintenance
Automatic air freshener dispenser	5	Supply, installation & Maintenance
Automatic paper towel dispenser	5	Supply, installation & Maintenance
Paper towel bins	5	Supply, installation & Maintenance
Toilet paper holder (lockable 3 holder/canister)	6	Supply, Installation & Maintenance
Urinals Drip Sanitizer Dispenser /Auto dispense	1	Supply, installation & Maintenance
Auto Sanitizer	6	Supply, installation & Maintenance
Toilet brush set	6	Supply and Replacement

4. SCOPE OF WORK FOR ERMELO OFFICE

CLEANING SERVICE TASK DESCRIPTION	**FREQUENCY**
CLOSED OFFICES AND BOARDROOMS	
Carpet/ flooring : • Spot brush and clean carpets • Spot Vacuum • Vacuum thoroughly • Deep cleaning	 *Daily *Daily *Twice weekly *Quarterly
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth e.g. walls, picture frames, glass, directory/ notice boards, artificial plants etc.	*Daily

Spot clean marks from walls, door handles, doors, window handles paint work and light switches apply/disinfect with +70% alcohol-based disinfectants that is SABS/SANS Approved.	*Daily and as when is required
Deep cleaning of carpets and upholstered furniture	*Quarterly and as when is required
Dust furniture and fittings with a dry cloth	*Daily
Dust computers with a dry cloth (computer cloth)	*Daily
Wipe all telephones with a damp cloth with a suitably diluted disinfectant not harmful to human consumption and it must be SABS/ SANS Approved	*Daily and as when is required
Empty dust bins and waste paper baskets	*Twice Daily
Wash bins with +70% disinfectant product that SABS Approved if necessary and replace with clear high-quality plastic inners	*Weekly
Apply liquid metal polish, to brass/steel door handles, window stays and window fasteners.	*Monthly
Microwave /fridges and water coolers must be washed with water and detergent with +70% alcohol-based disinfectants that is SABS/SANSApproved.	*Daily
Dust of blinds with a feather dust	*Bi-monthly
Clean water jugs and drinking water glasses with dish washing detergent & refill with water	*Daily and as when is required
B.CLEANING OF SERVER ROOM AND PHOTOCOPY ROOMS	
Server room requires minimum cleaning and must be cleaned under supervision. Sweeping, and dusting	*Monthly *Daily
C.STORE/STRONG ROOM	
Store/strong room requires minimum cleaning and must be cleaned under supervision Sweeping, mopping, dusting and apply/disinfect with +70% alcohol-based disinfectants to surfaces that is SABS /SANS Approved	*Monthly *As and when is

	required
D. KITCHENS	
Ceramic tiles • Sweep with a dust control mop • Clean with a damp mop and apply/disinfect with +70% alcohol-based disinfectant that is SABS/SANS Approved • Strip and seal	*Daily *Twice Daily *Quarterly
Kitchen sink, cupboards must be cleaned with water and detergent	*Daily as and when required
Microwave interior and exterior ovens and fridge must be washed withwater and detergent and treated/disinfected with +70% alcohol-based disinfectants that is SABS/SANS Approved	*Daily and as and when required
Fridge must be defrosted and washed with water and detergent	*Quarterly and when required
Clean the exterior of the water coolers including the refrigerator with water and detergent with +70% alcohol-based disinfectants that is SABS/SANS Approved. Clean water jugs and drinking glasses with dish washing liquid and refill with fresh water.	*Daily as and when required *Daily as and when required
Cutlery and crockery used must be cleaned	*Daily
Empty and clean dust bins	*Twice Daily
Sink must be cleaned with water and detergent with +70% alcohol-based disinfectants that is SABS/SANS Approved.	*Daily
Wash bins with +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
E. CLEANING OF PASSAGES ; RECEPTION AREAS	

Tiles Reception areas • Sweep with a dust control mop • Clean with a damp mop and apply/disinfect with +70% alcohol-based disinfectant that is SABS/SANS Approved • Strip and seal	*Daily and as and when is required *Daily and as and when is required *Quarterly
Carpets in offices: • Spot brush and cleaning of carpets • Spot Vacuum • Vacuum thoroughly • Deep cleaning of carpets	* Daily * Daily *Weekly and as andwhen is required *Quarterly
Pick up, clean all waste and dispose of all litter.	*Daily and as and when is required
Glass doors at the entrances and passages must be cleaned with awindow cleaner with +70% alcohol-based disinfectant product that is SABS/SANS Approved.	* Daily and as and when is required
Spot clean all glass; windows, doors, doorknobs with +70% alcohol- based disinfectant product that is SABS/SANS Approved and metalwork and dust all accessible ledges to height of 2m.	*Daily and as and when is required
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth, e.g.walls, picture frames, glass, handrails/ banisters, directory boards, skirting, etc.	*Daily and as and when is required
F.TOILET CLEANING	
Ceramic tiles • Sweep with a dust control mop • Clean with a damp mop *with* +70% alcohol-based disinfectantproduct that is SABS/SANS Approved • Strip and seal	*Twice Daily *Twice Daily and as and when required *Monthly

Wipe down all horizontal / vertical surfaces with a damp cloth, doors,mirrors, pipes, etc. and apply/disinfect with +70% alcohol-based disinfectants. product that is SABS/SANS Approved	*Daily and as and when required
Clean hand-wash basins, toilet pans, wall urinals, wall mounted items with suitably diluted disinfectant. and apply/disinfect with +70% alcohol- based disinfectants. product that is SABS/SANS Approved Sterilize toilet pots Sterilize urinal bottle trap sterilize hand wash basin	*Twice Daily and as and when is required *Twice a week *Twice a week * Twice a week
Empty dust bins	* Twice Daily and as and when is required
Wash bins with +70% alcohol-based disinfectant product that is SABS/SANS Approved and replace with a clear high-quality plastic inner.	*Daily and as when is required
H. WASTE DISPOSAL AREA.	
Rubbish bins should be taken to the municipality collection point and returned to designated area.	*Daily and as when is required
Washing of dust bins with +70% alcohol-based disinfectant product that is SABS/SANS Approved and replace with a clear high-quality plastic inner.	*Daily and as when is required
Sweeping	*Daily and as when is required
Litter removal: Pick up and remove litter from the yard.	Daily and as when is required.
G. WINDOW CLEANING	

• Clean accessible interior and exterior faces of all windows with awindow cleaner to the height of 2m, with +70% alcohol-based disinfectant product that is SABS/SANS Approved	*Quarterly
• Wiping of steel blinds with damp cloth and soap	*Weekly
• Dusting of cloth blinds	* Weekly
• Wiping of wooden blinds with damp cloth and soap	*Weekly

HYGIENE TASK DESCRIPTIONS

TASK DESCRIPTION	FREQUENCY
A. SANITARY DISPOSAL BINS (SHE- BINS) FOR (WOMAN CUBICLES) (03)	
Sanitary waste must be removed and not stay within the Departmental premises • Cleaning the Interior and Exterior of the SHE bins with disinfectant product that is SANS/SABS Approved. • Cleaner and replacement of inner disposal plastic bags • Must have self-closing tight lids with trap doors with non-touchopening cl mechanism • One (1) bin per female cubicle • Sanitary bag dispensers must be replaced free of charge in theevent of mechanical malfunctioning or factory fault	*Twice a week and asand when is required * Twice a week
B. SANITARY HYGIENE BAGS FOR SANITARY TOWEL (03 FEMALE CUBICLES)	
Supply and replacement of sealable plastic bags. (20 per dispenser) • Sanitary dispensers must be replaced free of charge in the eventof mechanical malfunctioning or factory fault.	*Twice Weekly and as and when is required
C.SURFACE SEAT SANITIZER (FOAM) (03)	
Toilet seat sanitizer must be replenished (800 ml) • Surface sanitizer dispenser must be replaced free of charge in theevent of mechanical malfunctioning or factory fault. • 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 • Liquid Sanitizer liquid must have a reliable, user friendly pump	*Monthly and as when is required

mechanism	
D. HAND WASH LIQUID SOAP AND DISPENSER (02)	
Hand wash liquid must be replenished (400ml) • Hand wash liquid soap must be drip free and not harsh/irritable to the skin (non –ammoniated) • Soap dispensers must have a reliable, user friendly pump mechanism • Soap dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	*Monthly and aswhen is required
Paper towels (550 sheets) must be replenished. • 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 bins with disinfectant cleaner Product that is SABS//SABS Approved • Replacement of inner disposal plastic bags. Which is in line with health care waste color coded • Paper towel must be made of a soft, good quality paper tissue they must be of a high quality and not made of recycled paper, SANS/SABS Approved	*Weekly and as and when is required
F. AUTOMATIC AIR FRESHENER (03)	
Air freshener must be refilled and must spray at intervals of 15 minutes • Automatic air freshener dispenser must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	*Monthly and as when is required
G. LOCKABLE TOILET PAPER HOLDER AND TOILET PAPER	
• Supply & replenishment of 2 –Ply toilet paper rolls (350 sheets) • Toilet paper must be made of a soft, good quality paper tissue they must be of a high quality and not made of recycled paper,SANS/SABS Approved • Lockable Toilet paper holders must be replaced free of charge in the eventof mechanical malfunctioning or factory fault.	*Daily and as when is required
H AUTO JANITOR SANITIZER DISPENSER AND DRIP MASTER FOR URINALS, MALE AND FEMALE CUBICLES	

To be refilled, replenished and maintained replenish auto Janitor and drip master sanitizer (400ml) • Auto urinal drip sanitizer must be replaced free of charge in the event of mechanical malfunctioning or factory fault. • The liquid sanitizer must not be harsh/ irritable to the skin (non-ammoniated must be SANS/SABS Approve • Must be of colour be stain free	*Twice per month and as and when is required.

SCOPE OF WORK PIET RETIEF

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
CLOSED OFFICES AND BOARDROOMS	
Vinyl timber flooring : • Thoroughly sweep with broom and clean with a wet mop • Polish floor and burnishing with the COMOP • Strip and Seal	*Daily *Weekly *Bi annual
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth e.g. walls, picture frames, glass, directory/ notice boards, artificial plants etc.	*Daily
Spot clean marks from walls, door handles, doors, window handles paint work and light switches apply/disinfect with +70% alcohol-based disinfectants that is SABS/SANS Approved.	*Daily and as when is required
Upholstered furniture	*Quarterly and as when is required
Dust furniture and fittings with a dry cloth	*Daily
Dust computers with a dry cloth (computer cloth)	*Daily
Wipe all telephones with a damp cloth with a suitably diluted disinfectant not harmful to human consumption and it must be SABS/ SANS Approved	*Daily and as when is required

Empty dust bins and waste paper baskets	*Twice Daily
Wash bins with +70% disinfectant product that SABS Approved if necessary and replace with clear high-quality plastic inners	*Weekly
Apply liquid metal polish, to brass/steel door handles, window stays and window fasteners.	*Monthly
Microwave /fridges and water coolers must be washed with water and detergent with +70% alcohol-based disinfectants that is SABS/SANSApproved.	*Daily
Dust of blinds with a feather dust	*Bi-monthly
Clean water jugs and drinking water glasses with dish washing detergent & refill with water	*Daily and as when is required
B.CLEANING OF SERVER ROOM AND PHOTOCOPY ROOMS	
Server room requires minimum cleaning and must be cleaned under supervision. Sweeping, and dusting	*Monthly *Daily
C.STORE/STRONG ROOM	
Store/strong room requires minimum cleaning and must be cleaned under supervision Sweeping, mopping, dusting and apply/disinfect with +70% alcohol-based disinfectants to surfaces that is SABS /SANS Approved	*Monthly *As and when is required
D. KITCHENS	
<u>Vinyl tiles</u> • Thoroughly sweep with broom and clean with a wet mop • Polish floor and burnishing with the COMOP • Strip and Seal • Sweep with a dust control mop • Clean with a damp mop and apply/disinfect with +70% alcohol-based disinfectant that is SABS/SANS Approved	 *Daily *Twice Daily *Weekly and as when required *Daily *Daily

Kitchen sink, cupboards must be cleaned with water and detergent and are treated/disinfected with +70% alcohol- based disinfectant that is SABS/SANS Approved	*Daily as and when required
Microwave interior and exterior ovens and fridge must be washed withwater and detergent and treated/disinfected with +70% alcohol-based disinfectants that is SABS/SANS Approved	*Daily and as and when required
Fridge must be defrosted and washed with water and detergent	*Quarterly and when required
Clean the exterior of the water coolers including the refrigerator with water and detergent with +70% alcohol-based disinfectants that is SABS/SANS Approved. Clean water jugs and drinking glasses with dish washing liquid and refill with fresh water.	*Daily as and when required *Daily as and when required
Cutlery and crockery used must be cleaned	*Daily
Empty and clean dust bins	*Twice Daily
Sink must be cleaned with water and detergent with +70% alcohol-based disinfectants that is SABS/SANS Approved.	*Daily
Wash bins with +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
E. CLEANING OF PASSAGES ; RECEPTION AREAS	
<u>Vinyl Reception areas</u> • Thoroughly sweep with broom and clean with a wet mop • Polish floor and burnishing with the COMOP • Strip and Seal	*Daily *Twice Daily *Weekly and as and when required

Tiles (Passages): • Sweep with a dust control mop • Clean with a damp mop and apply/disinfect with +70% alcohol-based disinfectant that is SABS/SANS Approved • Scrubbing of tiles and grout lines, removal of dirt and stains, apply a polish and seal.	* Daily and as and when is required *Daily and as and when is required *Quarterly
Pick up, clean all waste and dispose of all litter.	*Daily and as and when is required
Glass doors at the entrances and passages must be cleaned with awindow cleaner with +70% alcohol-based disinfectant product that is SABS/SANS Approved.	* Daily and as and when is required
Spot clean all glass; windows, doors, doorknobs with +70% alcohol- based disinfectant product that is SABS/SANS Approved and metalwork and dust all accessible ledges to height of 2m.	*Daily and as and when is required
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth, e.g.walls, picture frames, glass, handrails/ banisters, directory boards, skirting, etc.	*Daily and as and when is required
F.TOILET CLEANING	
Vinyl flooring • Clean with a wet mop • Sweep with a dust control mop • Clean with a damp mop *with* +70% alcohol-based disinfectantproduct that is SABS/SANS Approved • Strip and seal	*Daily *Daily and as when required *Daily *Weekly as and when required
Wipe down all horizontal / vertical surfaces with a damp cloth, doors,mirrors, pipes, etc. and apply/disinfect with +70% alcohol-based disinfectants. product that is SABS/SANS Approved	*Daily and as and when required

Clean hand-wash basins, toilet pans, wall urinals, wall mounted items with suitably diluted disinfectant. and apply/disinfect with +70% alcohol- based disinfectants. product that is SABS/SANS Approved Sterilize toilet pots Sterilize urinal bottle trap sterilize hand wash basin	*Twice Daily and as and when is required *Twice a week *Twice a week * Twice a week
Empty dust bins	* Twice Daily and as and when is required
Wash bins with +70% alcohol-based disinfectant product that is SABS/SANS Approved and replace with a clear high-quality plastic inner.	*Daily and as when is required
H. WASTE DISPOSAL AREA.	
Rubbish bins should be taken to the municipality collection point and returned to designated area.	*Daily and as when is required
Washing of dust bins with +70% alcohol-based disinfectant product that is SABS/SANS Approved and replace with a clear high-quality plastic inner.	*Daily and as when is required
Sweeping	*Daily and as when is required
Litter removal: Pick up and remove litter from the yard.	Daily and as when is required.
G. WINDOW CLEANING	
• Clean accessible interior and exterior faces of all windows with awindow cleaner to the height of 2m, with +70% alcohol-based disinfectant product that is SABS/SANS Approved • Wiping of steel blinds with damp cloth and soap	*Quarterly *Weekly

• Dusting of cloth blinds	* Weekly
• Wiping of wooden blinds with damp cloth and soap	*Weekly

HYGIENE TASK DESCRIPTIONS PIET RETIEF

TASK DESCRIPTION	FREQUENCY
A. SANITARY DISPOSAL BINS (SHE- BINS) FOR (WOMAN CUBICLES) (04)	
Sanitary waste must be removed and not stay within the Departmental premises • Cleaning the Interior and Exterior of the SHE bins with disinfectant product that is SANS/SABS Approved. • Cleaner and replacement of inner disposal plastic bags • Must have self-closing tight lids with trap doors with non-touchopening closing mechanism • One (1) bin per female cubicle • Sanitary bag dispensers must be replaced free of charge in theevent of mechanical malfunctioning or factory fault	*Twice a week and as and when is required * Twice a week
B. SANITARY HYGIENE BAGS FOR SANITARY TOWEL (04 CUBICLES)	
Supply and replacement of sealable plastic bags. (20 per dispenser) • Sanitary dispensers must be replaced free of charge in the eventof mechanical malfunctioning or factory fault.	*Twice Weekly and as and when required
C.SURFACE SEAT SANITIZER (FOAM) (06)	
Toilet seat sanitizer must be replenished (800 ml) • Surface sanitizer dispenser must be replaced free of charge in theevent of mechanical malfunctioning or factory fault. • 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 • Liquid Sanitizer liquid must have a reliable, user friendly pump mechanism	*Monthly and as and when required
D. HAND WASH LIQUID SOAP AND DISPENSER (05)	
Hand wash liquid must be replenished (400ml)	*Monthly and as and when

• Hand wash liquid soap must be drip free and not harsh/irritable to the skin (non –ammoniated) • Soap dispensers must have a reliable, user friendly pump mechanism • Soap dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	required
Paper towels (550 sheets) must be replenished. • 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 bins with disinfectant cleaner Product that is SABS//SABS Approved • Replacement of inner disposal plastic bags. Which is in line with health care waste color coded • Paper towel must be made of a soft, good quality paper tissue they must be of a high quality and not made of recycled paper, SANS/SABS Approved	*Weekly and asand when required
F. AUTOMATIC AIR FRESHENER (05)	
Air freshener must be refilled and must spray at intervals of 15 minutes • Automatic air freshener dispenser must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	*Monthly and as when required
G. LOCKABLE TOILET PAPER HOLDER AND TOILET PAPER	
• Supply & replenishment of 2 –Ply toilet paper rolls (350 sheets) • Toilet paper must be made of a soft, good quality paper tissue they must be of a high quality and not made of recycled paper,SANS/SABS Approved • Lockable Toilet paper holders must be replaced free of charge in the eventof mechanical malfunctioning or factory fault.	*Daily and as when is required
H AUTO JANITOR SANITIZER DISPENSER AND DRIP MASTER FOR URINALS, MALE AND FEMALE CUBICLES	
To be refilled, replenished and maintained replenish auto Janitor and drip master sanitizer (400ml) • Auto urinal drip sanitizer must be replaced free of charge in the event of mechanical malfunctioning or factory fault. • The liquid sanitizer must not be harsh/ irritable to the skin (non-ammoniated must be SANS/SABS Approve	*Twice per month and as and when required

• Must be of colour be stain free	

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.

3.1 A Valid **Letter for tender purposes OR Letter of good standing for** Compensation for Occupational Injuries Disease Act 1993 **(COIDA)** obtainable from the Department of Employment and Labour.

3.2 A Signed resolution authorizing a person to sign the bid document on the company letterhead. The resolution must clearly reflect the correct bid number, and/or bid description/title, and the name of the Department issuing the bid. Resolutions containing incorrect or unrelated bid numbers, bid descriptions/titles, Department names, or any other material discrepancies will not be accepted.

(a) In the case of a **ONE PERSON CONCERN** submitting a tender, this shall be clearly stated on the company letter head.

(b) In the 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.

(c) In the case of a **CLOSED 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.

(d) In the case of **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.

(e) In the case of **JOINT VENTURE** submitting a tender, must 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.

3.3 The Service Provider must submit the existing cover for Public Liability insurance policy from a reputable insurance company or submit letter of intent or quotation from registered insurers. The cover should be of the minimum value of R1 500 000.00.

3.4 The bidder must submit a Sanitary Waste Management Certificate or Waste Transporter Certificate in its own name. If the certificate or licence is in the name of a third party, the bidder must submit the applicable supporting documents for at least one of the following options:

Partnership: A partnership agreement signed by both parties to the partnership and a copy of the third party's Sanitary Waste Management Certificate or Waste Transporter Certificate or licence.

Subcontracting: A subcontracting agreement and a copy of the subcontractor's Sanitary Waste Management Certificate or Waste Transporter Certificate or licence.

Active account: A confirmation letter from the sanitary waste management company confirming that the bidder has an active account for the collection and disposal of sanitary waste, and a copy of the third party's Sanitary Waste Management Certificate or Waste Transporter Certificate or licence.

NB. 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.

3.5 Bidders are required to attend the compulsory briefing sessions.

3.6 Bidders must indicate cleaners' wages in the Pricing Schedule **(SBD 3.3)** it must be fully completed and signed. The wages must include mandatory benefits (Basic Condition of Employment for Contract Cleaning Sector).

NB: **The wages of the 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. Failure to comply will disqualifies the bidder's proposal.**

6 ADMINISTRATIVE REQUIREMENTS

6.1 The Bidder is required to be registered on the Central Supplier Database (CSD) prior submitting the Bid. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database prior submitting the Bid.

6.2 Bidders must ensure compliance with their tax obligations. Bidders may submit Valid Tax Clearance Certificate/ Compliance tax Pin issued by the South African Revenue Services (SARS) with their bid. In bids where a consortia/Joint Venture/sub-contractors are involved each party must submit a separate valid tax clearance certificate, SARS Pin, TCS or CSD printout.

4. EVALUATION CRITERIA

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.

6.1. <u>First Stage -Evaluation of Functionality</u>

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 evaluation criteria as indicated hereunder.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT– GERT SIBANDE SHARED SERVICE CENTRE (ERMELO AND PIET RETIEF) OFFICES FOR A PERIOD OF 36 MONTHS.

During the first stage, bids will be evaluated on functionality. During the second stage, bids that meet the minimum functionality threshold will be evaluated in accordance with the 80/20 preference points system as stipulated below. The functionality of each bid will be evaluated individually by the members of the Bid Evaluation Committee in accordance with the functionality criteria and points allocation set out below.

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

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. ABILITY AND CAPABILITY IN CLEANING INDUSTRY	Tenderers/Company experience: with respect to Cleaning Services Completed projects/service (Reference letter / testimonials from client-company that the company is managing or has previously managed must be attached). **NB: Bidders must submit the reference letter(s) for each completed projects. The content of the reference letters/testimonials must indicate the type of services rendered, value and duration of the completed projects/service, all letters or testimonials must have letterhead of companies or Department where they previously rendered the service or currently rendering the service, visible address ,contact details and the testimonials, reference letters must be duly signed.** **Contracts, Service Level Agreements, Appointment Letters and Purchase Orders will not be considered as proof of experience**.	**40**
	Supervisor to be utilized in the execution of the contract: The bidder must attach the supervisor's CV, detailing skills (interpersonal skills, conflict resolution skills, and written and verbal communication) and experience in the cleaning industry (duties performed) in line with the scoring schedule, together with training certificates.	**20**
	Training and skills development plan of all employees covering all relevant training interventions i.e. OHS/SHE, First Aid, Chemical, Hazardous training and housekeeping (Please attach a detailed plan/ programme with the timeframes that the personnel will receive at commencement of work **NB: All training must be facilitated within 6 months of the contract. In instances where all resources have received the required training, the bidder is expected to provide relevant certificates.**	**10**
	Bidder's Protective clothing in line with the Occupational Health Safety Act (attach uniform pictures with Company Logo and other related protective clothing) and Personnel Protective Equipment requirements. **NB**: **(attach uniform pictures with Company Logo and other related protective clothing, Bidders must avoid using downloaded pictures from internet).**	**10**

2. METHODOLOGY	Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility and contingency plan in customer service in terms of turnaround times about solving problems which may arise during the execution of the contract.	**20**
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		**100**

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Company experience in Cleaning Industry	Completion of 1 Project in cleaning industry **with a minimum value of R 500 000,00.**	Completion of 2 Projects in cleaning industry **with a minimum value of R 500 000,00 for each project completed.**	Completion of 3 Projects in cleaning industry **with a minimum value of R 500 000,00 for each project completed.**	Completion of 4 Projects in cleaning industry **with a minimum value of R 500 000,00 for each project completed.**	Completion of 5 and above Projects in cleaning industry **with a minimum value of R 500 000,00 for each project completed.**
Working Supervisor to be utilized in the execution of the contract and during the duration of the contract. (The bidder must submit one CV for the most senior	Supervisor with **0-1** year experience in cleaning industry including interpersonal, writing and verbal skills.	Supervisor with more than **1** years and up to **2** years' and 11 months experience in cleaning industry including interpersonal, writing and verbal skills.	Supervisor with more than **3** years up to **3** years' and 11 months experience in cleaning industry including interpersonal, writing, and verbal skills.	Supervisor with more than **4** years' up to **4** years' and 11 months experience in cleaning industry including interpersonal, writing and verbal skills.	Supervisor with above **5** years' and more experience in cleaning industry including interpersonal, writing and verbal skills.

supervisor who will be responsible for the execution of the contract for its duration. If more than one CV is submitted, only the CV of the supervisor with the most years of experience will be evaluated).					
Scoring Criterion	**1 Poor**	**2 Average**	**3 Good**	**4 Very Good**	**5 Excellent**
Training and skills development plan	Training and skills development plan do not outline the requirements as specified in the TOR or it is irrelevant.	Training and skills development plan covering OHS or SHE.	Training and skills development plan covering OHS/SHE and First Aid.	Training and skills development plan covering OHS/SHE, First Aid, Chemical Hazardous or Housekeeping training skills.	Training and skills development plan covering OHS/SHE, First Aid, Chemical Hazardous, Housekeeping training skills, and Interpersonal & Communication Skills.



Bidder's Protective clothing and SHEQ (Safety Health Equipment) in line with OHS Act.	No protective clothing (uniform, safety boots and gloves) and cleaning equipment's demonstrated. (Including downloaded pictures from the internet).	Protective clothing demonstrated, uniform with no company logo, no cleaning equipment and chemical products demonstrated -	Protective clothing demonstrated, uniform with company logo, protective musk, cleaning equipment & chemical products, and cautionary boards are demonstrated.	Protective clothing demonstrated, uniform with company logo, protective musk, cleaning equipment & chemical products that meet prescribed quality standards (e.g. SABS/SANS), and cautionary boards are adequately demonstrated.	Protective clothing demonstrated, uniform with company logo, protective musk, cleaning equipment & chemical products that meet prescribed quality standards (e.g. SABS/SANS), cautionary boards, First Aid Kit, and adherence to Government requirements (PPE) are adequately demonstrated.
Methodology	Methodology and proposed plan do not outline the requirements as specified in the criteria above.	Methodology and proposed plan indicating daily task descriptions which are not aligned with the TOR, proposed work schedule/duty sheet/ workplan in place but does not address the milestones and timeframes clearly, no contingency plan is in place but does not clearly address issues of employee relations management and turnaround time in addressing technical problems.	Methodology and proposed plan indicating daily task descriptions which are aligned with the TOR, proposed work schedule/duty sheet/ workplan which addresses the milestones and timeframes, contingency plan is in place but does not clearly address all issues of employee relations management (i.e. counter strategy on strikes and absenteeism of employees) and/or turnaround time in addressing technical problems.	Methodology and proposed plan indicating daily task descriptions which are aligned with the TOR, proposed work schedule/duty sheet/ workplan which addresses the milestones and timeframes, contingency plan clearly addressing all issues of employee relations management (i.e. counter strategy on strikes and absenteeism of employees), turnaround time in addressing technical problems, and training plan of employees.	Methodology and proposed plan indicating daily task descriptions which are aligned with the TOR, proposed work schedule/duty sheet/ workplan which addresses the milestones and timeframes, contingency plan clearly addressing all issues of employee relations management (i.e. counter strategy on strikes and absenteeism of employees), turnaround time in addressing technical problems, training plan, and Safety Mitigation Plan.

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

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

6.3. <u>Second Stage - Evaluation in terms of 80/20 Preference Points System</u>

No.	The Specific goals allocated	Number of pointsallocated
1	HDI	8
2	Who is female	5
3	Who has disability	2
4	Specific goal: Youth	2
5	Specific goal: Promotion of enterprises located in **Gert Sibande District Municipality.** Bidder must submit the following documents (a) A valid municipal services account (water, sanitation, rates and taxes, or electricity) in the name of the bidding entity or an active director/member of the bidding entity; or (b) A valid lease agreement indicating that the business operates from premises located within Mpumalanga Province; or (c) A letter on the official letterhead of the relevant ward councillor, traditional authority, or local council confirming that the business is located and operates within Mpumalanga Province. The letter may be issued in the name of the bidding entity or an active director/member of the bidding entity. The letter must be signed, dated, and bear the official stamp of the issuing authority.	3

6.3.1 Stipulation of the preference point system

6.3.2 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.

6.3.3 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.

6.3.4 Should two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

6.3.5 Should two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

6.3.6 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of point.

7. FORMAT AND SUBMISSION OF BIDS

7.1 Bidders must submit their bids by the stipulated closing date and time. Late bids will not be considered.

7.2 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.

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 DLRRD is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and DLRRD may reject any bid. DLRRD 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 After careful consideration and thorough examination of the proposals, DLRRD shall select the successful bidder whose proposal most closely satisfies the criteria and the requirements. The lowest price (management fee) offered will not necessarily be a decisive factor in choosing between proposals.

7.7 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.

7.8 The period of validity of bid and the withdrawal of offers, after the closing date and time is **90** days.

8. COMPULSORY INFORMATION SESSION

A compulsory briefing and site inspection sessions will be held at **STAND 37, MOHAMMEDIA, KEMPVILLE, PIET RETIEF, 2380** in Mpumalanga, South Africa. 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 DLRRD may appoint a 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.

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 DLRRD.

12. TERMS AND CONDITIONS OF THE PROPOSAL

12.1 The Department reserves the right to verify the authenticity and validity of all certificates, documents, and information submitted by bidders in respect of the mandatory requirements. Any misrepresentation, false information, or fraudulent documentation may result in the bid being disqualified and may lead to further action in accordance with applicable legislation and National Treasury prescripts.

12.2 Awarding of the proposal will be subject to the service provider's expressing acceptance of the DLRRD Supply Chain Management general contract conditions.

12.3 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.

12.4 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.

12.5 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.

12.6 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

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.

12.7 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.

12.8 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.

12.9 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 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.

12.13 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period the DLRRD 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. All training must be facilitated within 6 months of the contract. In instances where employees have received prior training and the certificates are still valid, the certificates must be forwarded to Contract 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 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.

12.18 Should the Department decide to relocate to another premises or close any of its offices during the contract period, the Service Provider will be informed in advance and will be required to make the necessary operational arrangements.

12.19 All cleaning and hygiene equipment and detergents should be provided by the bidder.

12.20 The consumables must be supplied and as per prescribed quantities.

12.21 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).

12.22 All equipment to be supplied must be durable and SANS approved.

12.23 SHE bins must be emptied on the day of collection. The Department does not have a storage facility for Sanitary and Healthcare waste.

12.24 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.

12.25 The company and its employees may be subjected to a positive security vetting and screening (including relievers).

12.26 The Service Provider must submit the Certificate of Transportation of Sanitary Waste and Health Care Waste as per Act 59 0f 2008 by the National Department of Environment, Forestry and Fisheries.

12.27 It is expected that monthly meetings will take place at Mpumalanga Provincial Shared Services Centre at Nelspruit/Mbombela 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.

12.3 **The Department of 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 DLRRD 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.

13. CONTACT PERSONS:

Query	Contact Person	Contact Details
Technical	Ms. Ncamisile Khumalo Mr. Patrick Lukhele	Ncamisile.Khumalo@dlrrd.gov.za Patrick.Lukhele@dlrrd.gov.za 083 400 6648
SCM Related & Bid Related	Ms. Banele Ramanyimi	Banele.ramanyimi@dlrrd.gov.za 013 754 8066

14. PUBLICATION

The bid will be published in the

- Departmental website
- National Treasury e-tender portal

The bid will be advertised for a minimum period of 21 working days.