agriculture, land reform & rural development

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

KWAZULU–NATAL PROVINCIAL SHARED SERVICE CENTREPRIVATE BAG X 9132, PIETERMARITZBURG, 3200
270 Jabu Ndlovu Street, PIETERMARITZBURG, 3201 Tel: (033) 264 9500

ENQUIRIES: Mr. N Ngcobo / Ms T Dlungwana **BID NO:** 5/2/1 (6558) 3D

The Managing Director
.....
.....
.....
Dear Sir / Madam

RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL FUMIGATION AND DECONTAMINATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE RICHARDS BAY DISTRICT OFFICE, KZN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

1. Bid No.: **5/2/1 (6558) 3D**
2. Closing Date: **15 November 2022** at 11h00. bids submitted after this date will not be accepted. Please note that vat vendors must include VAT at 15%.
3. **Briefing session: 31 October 2022 at 11:00am Department of Agriculture Land Reform and Rural Development Offices, 5th Floor ABSA Building Lakeview Terrace RICHARDS BAY 3900**
4. The conditions contained in Supply Chain Management (General Conditions and Procedures) and the attached SBD 1, SBD 2, SBD 3.3, SBD 4, SBD 6.1, SBD 8 and SBD 9, terms of reference / specifications entity forms, as well as any other conditions accompanying this request are applicable. Documents are to be completed, signed and witnessed (this is of utmost importance) and submitted with your proposal. Proof of delegation of authority to sign the Bid documents must be included in your proposal.
5. If you are a shareholder or joint venture, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your bid price may be gauged. This information will be treated as strictly confidential. It is of utmost importance that the bidder should attach to the proposal, certified copies of shareholders certificates and identity documents.
6. **(Include the relevant Central Supplier Database summary report and the Tax compliance status pin or (valid tax clearance certificate)**
7. Please contact **Ms Bongi Msweli** on **035 789 1035** for any technical queries related to the project.
8. All the documents accompanying this bid invitation must please be completed in detail where applicable and returned with your bid. Faxed or Emailed copies will not be accepted. The use of correction fluid on the bid document is prohibited.
9. The appointed service provider will be required to sign a contract at the KwaZulu-Natal Provincial Shared Service Centre at 270 Jabu Ndlovu Street, Pietermaritzburg before the commencement of the project. Provision must be made for this compulsory meeting.
10. Please ensure that your bid reaches this office before closing time.
11. When submitting your bid the following information must appear on the sealed envelope:
    Name and address of the bidder
    Bid number
    Closing date
12. All bids/quotations are to be numbered and initialled and sent for the attention of the Procurement Section and placed in the bid box on the first floor at 270 Jabu Ndlovu (Loop) Street, Pietermaritzburg OR if posted, place the aforementioned envelope in a covering envelope addressed as follows:
    Bids, Department of Agriculture, Land Reform and Rural Development, Private Bag X9132, Pietermaritzburg, 3200
13. The Department of Agriculture, Land Reform and Rural Development is not bound to accept the lowest or any quotation and reserves the right to accept any quotation or part thereof.

Kind regards

pp

DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT, PSSC KZN
FOR DIRECTOR –GENERAL: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
DATE: 25/10/2022

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	5/2/1 (6558) 3D	CLOSING DATE:	15 November 2022	CLOSING TIME:	11:00am
DESCRIPTION	**RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL FUMIGATION AND DECONTAMINATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE RICHARDS BAY DISTRICT OFFICE, KZN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.**				

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

1st floor

270 Jabu Ndlovu Street

Pietermaritzburg

3201

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr N Ngcobo**	CONTACT PERSON	**Ms Bongi Msweli**
TELEPHONE NUMBER	**033 264 9550**	TELEPHONE NUMBER	**035 789 1035**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Nhlanhla.ngcobo@dalrrd.gov.za	E-MAIL ADDRESS	Bongi.msweli@dalrrd.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

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

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

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PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

3

TAX CLEARANCE CERTFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Jeyrel:\Mdk416-SBD2 tax clearance

SARS

TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable option ..... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax no

E-mail address

Physical address

S

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/ agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/ Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...

   As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL FUMIGATION AND DECONTAMINATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE RICHARDS BAY SHARED SERVICE CENTRE - KZN FOR A PERIOD OF TWENTY FOUR (24) MONTHS

SBD 3.3

PRICING SCHEDULE

(Professional Services)

NAME OF Service Provider: .....Bid NO.: SS-KZN7/1/7(6558)3D

CLOSING TIME:

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX

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

TOTAL PRICE **R.....**

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

N.B

- **Monthly costs of cleaners must be inclusive of all hidden costs. (Overtime, leave payments, sick leave, UIF, public holiday, bonus, COIDA, skills development levy & provident fund)**
- **All cleaning equipment and detergents must be provided by the bidder.**
- **Pricing must be fixed for the duration of the project. Only the wage increment based on a department of labour sectoral wage determination will be considered**

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

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A. LABOUR RATES

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	QUANTITY REQUIRED	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
WORKING SUPERVISOR/CLEANER	R.....	01	24 MONTHS	R.....
PROFIT, OVERHEADS AND OTHER RELATED COSTS (WORKING SUPERVISOR)	R.....	01	24 MONTHS	R.....
GENERAL CLEANERS	R.....	02	24 MONTHS	R.....
PROFIT, OVERHEADS AND OTHER RELATED COSTS (GENERAL CLEANER)	R.....	02	24 MONTHS	R.....
SUBTOTAL COST (EXCL VAT)				R.....
VAT @ 15%				R.....
TOTAL COST (INCL VAT)				R.....

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

Bid No.: .....

PRICE BREAKDOWN	CLEANERS	SUPERVISOR
Basic salary per cleaner	R	R
Leave pay	R	R
Sick leave	R	R
UIF	R	R
Public Holiday	R	R
Levy Workmen compensation	R	R
COIDA	R	R
Skills development levy	R	R
Total cost	R	R
Overtime- rate only:		
Weekday	R	R
Saturday	R	R
Sunday / Public Holidays	R	R

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

Bid No.: .....

B. CLEANING EQUIPMENT, MACHINERY, CLEANING DETERGENTS

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
EQUIPMENTS AND MACHINERY INCLUDING CAR WASH	R.....	24 MONTHS	R.....
CLEANING DETERGENTS INCLUDING CAR WASH	R.....	24 MONTHS	R.....
SUBTOTAL COST (EXCL VAT)			R.....
VAT @ 15%			R.....
TOTAL COST (INCL VAT)			R.....

Bid No.: .....

C. HYGIENE SERVICE

HYGIENE SERVICE TASK DESCRIPTION	QUANTITY OF CONSUMABLES PER MONTH	MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT DURATION 24 MONTHS
Supply and replenishment of Bin Liner bags (Clear) Sanitizers	20 PER MONTH	R..... Per month	24 MONTHS	R.....
Supply and replenishment of refuse plastic bag (Black)	60 PER MONTH	R..... Per month	24 MONTHS	R.....
Replacement of paper towels	04 ROLLS PER MONTH	R..... Per month	24 MONTHS	R.....
Supply of paper towel bin	04 UNITS PER MONTH	R..... Per month	24 MONTHS	R.....
Supply and installation of wall mounted sanitizing dispensers	04 UNITS	R..... Per month	24 MONTHS	R.....
Replenish of sanitizer	08 X 750ML PER MONTH	R.....	24 MONTHS	R.....
Supply two (2) foot-pedal COVID 19 waste bin (PPE bin), ten (10L) capacity in entrance, the waste must have self-closing tight	02 UNITS (10L)	R.....	24 MONTHS	R.....
Replace with red plastic bags Provide 4 hazardous waste plastic per month	10 PER MONTH	R.....	24 MONTHS	R.....

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

Bid No.: .....

Provide constant removal of COVID 19 waste bin disposal items in line with Health Care waste protocols and clean and sterilize bins	**04 PER MONTH**	R.....	**24 MONTHS**	**R.....**
Supply and installation of automatic air freshener dispenser in both wings of an office	**05 UNITS**	R..... Per month	**24 MONTHS**	**R.....**
Supply & replenishment of automatic Air Freshener (See item O of the scope of work)	**10 X 75ML PER MONTH**	R..... **R.....** Per month	**24 MONTHS**	**R.....** **R.....**
SUB TOTAL COST (EXCL VAT)				**R.....**
VAT @ 15 %				**R.....**
TOTAL COST FOR THE PROJECT (INC VAT)				**R.....**

N

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

Bid No.: .....

D. PEST CONTROL AND FUMIGATION SERVICES

DESCRIPTION	QUANTITY	COST PER QUANTITY	CONTRACT DURATION	TOTAL COST FOR THE PROJECT DURATION 24 MONTHS
Pest control & Fumigation services	Quarterly 4 times per year	R.....	24 MONTHS	R.....
VAT @ 15 %				
TOTAL COST FOR THE PROJECT (INC VAT)				R.....

E. DECONTAMINATION SERVICES

DESCRIPTION	QUANTITY	COST PER QUANTITY	CONTRACT DURATION	TOTAL COST FOR THE PROJECT DURATION 24 MONTHS
Decontamination Services NB: To be included in the total contract amount but will only be payable if or when the service is conducted	Quarterly 4 times per year	R.....	24 MONTHS	R.....
VAT @ 15 %				
TOTAL COST FOR THE PROJECT (INC VAT)				R.....

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

Bid No.: .....

SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST INCLUDING VAT
A. TOTAL COST FOR LABOUR RATES INCLUDING VAT	R.....
B. CLEANING EQUIPMENT, MACHINERY, CLEANING DETERGENTS, INCLUDING VAT	R.....
C. HYGIENE SERVICE INCLUDING VAT	R.....
D. PEST CONTROL AND FUMIGATION SERVICES INCLUDING VAT	R.....
E. DECONTAMINATION SERVICES INCLUDING VAT	R.....
TOTAL BID PRICE	R..... (Should reflect on SBD 3.3 as well)

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

PART A: EQUIPMENT AND MATERIAL SCHEDULE: RICHARDS BAY SSC-KZN

	DESCRIPTION	QUANTITY FOR 24 MONTHS	PRICE		
			PRICE PER ITEM	MONTHLY	TOTAL PRICE FOR THE 24 MONTHS CONTRACT PERIOD
1.	Industrial electrical Powered vacuum cleaner	1			
2.	Industrial Carpet Washing Machine	1			
3.	Janitor trolleys-complete with bucket, wringer, cloths	3			
4.	Sweeping mop complete	6			
5.	Hard brooms	12			
6.	Soft brooms	12			
7.	Feather dusters	12			
8.	Dish washing and polishing Clothes	50			
9.	Easy readable warning boards.	2			
10.	Ammoniated liquid detergent cleaner	2x5L per month (360lt for 24 months)			
11.	Multi purpose cleaning / scrubbing liquid soap.	2X5L per month (360lt for 24 months)			
12.	Pine gel	2 X 5L per month (360lt for 24 months)			
13.	Dishwashing Liquid	2 x5L per month (360lt for 24 months)			

Initials……

14.	Liquid furniture non wax and non water based aerosol	8 cans per month (288 for 24 months)			
15.	Polish Floor Stripper	2X5L			
16.	Liquid metal polish cleaner	1x 1lt (36lt for 24 months)			
17.	Dust pan set	12 units			
18.	Carpet Cleaning Shampoo	4X5L per month- (720lt for 24 months)			
19.	Window Cleaner	4X5L per month (720lt for 24 months)			
20.	Industrial Extension cord	2x 10m			
21.	Refuse plastic bags- heavy duty	60 per month (2160 per 24 months)			
22.	Supply and installation of Hand paper dispensers	4 Units			
23.	Replenishment of Paper towels	04 rolls per month (144 for 24 months)			
24.	Wall Mounted Sanitizing Dispensers	4 units			
25.	Replenish sanitizer liquid for dispensers	4 x 750ml per month (144 for 24 months)			
26.	Foot pedal COVID 19 Waste bin (PPE),	2 (10 L capacity- once off)			
27.	Removal hazardous waste material	04 times per month (144 for 24 months)			

Initials……

28.	Automatic Air freshener dispensers	5 Units- once off			
29.	Replenishment of Air Freshener	10 x 75ml a month (360 x 75ml for 24 months)			
30.	Supply of tissue seat wipes in a disposable tissue seat wipes in a container for mobile use	4 x 50 per pack per month (144) for 24 months.			
31.	OTHER:				

Initials.....

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

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL FUMIGATION AND DECONTAMINATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE RICHARDS BAY SHARED SERVICE CENTRE, KZN FOR A PERIOD OF TWENTY FOUR (24) MONTHS

PHYSICAL ADDRESS

- 5th Floor ABSA Building
- Lakeview Terrace
- RICHARDS BAY
- 3900

1. OBJECTIVES

The objective of the specification is to appoint a suitable Service Provider that will render cleaning, hygiene, pest control and fumigation services for the Department of Agriculture, Land Reform and Rural Development: Richards Bay Shared Service Centre, KZN for a period of twenty four (24) months.

2. STAFFING REQUIREMENTS

Cleaning Staff required: **(3)**

- 2 General cleaners
- 1 Supervisor / Cleaner

Initials:

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL, FUMIGATION AND DECONTAMINATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE RICHARDS BAY SHARED SERVICE CENTRE, KZN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

3. TABLE OF QUANTITIES

No.	Description:	Quantities:	Comments
1	Size (±)	**5th floor**	Overall approximate size is 563m2
2	Cleaners required:	**3 – Cleaners**	2 cleaners & 1 Supervisor/ Cleaner
3	Number of floors	**1**	2 Wings (Left & Right) on 5th Floor
4	Number-of closed offices	**23**	Small & medium sized
5	Boardrooms	**1**	Carpeted
6	Number of toilets	**0**	0
7	Kitchens	**2**	Carpeted
8	Entrance	**2**	Main entrance
9	Passages	**2**	5th floor (regardless of size).
10	Server and patch rooms	**1 Server room**	This area requires minimal cleaning under supervision.
11	Store/ Strong rooms	**0**	0
12	Government Vehicles	**4**	4 Vehicles i.e. 3 Double cabs & 1 Sedan

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL, FUMIGATION AND DECONTAMINATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE RICHARDS BAY SHARED SERVICE CENTRE, KZN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

4. SCOPE OF WORK

TASK DESCRIPTION **A. OFFICES, BOARDROOMS/ MEETING ROOMS/ BASEMENT**	**FREQUENCE**
Cleaning floor according to the type	**Daily**
Stripping tiled floors	**Quarterly**
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth + 70 % alcohol-based disinfectant.	**Daily/ when required**
Dust desks and computers with a damp cloth	**Daily/ when required**
Wipe all telephones with a damp cloth with a suitably diluted disinfectant.	**Daily/ When required**
Polish all wooden furniture	**Twice Weekly/ when required**
Steam clean and vacuum upholstered chairs	**Quarterly**
Dust the records in the Registry Office	**Monthly/ when required**
Clean directory boards	**Daily**
Clean white boards	**When necessary**
Empty dust bins, wastepaper baskets, wash and replace plastic inners.	**Twice Daily/ when required**
Clean picture frames, glass & T. V	**Daily**
Clean water bottles and drinking glasses with dish washing liquid and refill with fresh water	**Daily/ when required**
Clean material and glass partitions inside offices	**Weekly/ when required**
Washing of carpets and upholstered furniture.	**Quarterly or when required. (Maximum four times a year)**
Damp wash vinyl covered furniture	**Weekly**
Spot clean marks from walls, doors, paint work and light switches	**Weekly**
Apply liquid metal polish, to brass door handles, window stays and window fasteners,	**Monthly**

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TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL, FUMIGATION AND DECONTAMINATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE RICHARDS BAY SHARED SERVICE CENTRE, KZN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

Vacuum carpets	**Twice a week and when required**
B. CLEANING OF ENTRANCES, FOYERS, CORRIDORS, PASSAGES, AND FIRE ESCAPES.	
Clean floor according to type	**Daily**
Stripping of floors	**Quarterly**
Pick up, clean all waste receptacles and dispose of all litter.	**Twice Daily and When Required**
Glass doors at the entrances must be cleaned with a damp cloth and with soap and + 70 % alcohol-based disinfectant.	**Daily/ when required**
Spot clean all glass; windows and window seals, doors, doorknobs and metal work and dust all accessible ledges	**Daily**
Clean skirting and handrails	**Weekly**
C. TOILET CLEANING- NONE	
D. GOVERNMENT VEHICLES AND PARKING BAYS	
Wash, Vacuum and polish the cars inside and outside use the approved car detergents and polish.	**Weekly and to be arranged with Local Garage.**
E. WINDOWS, CURTAINS, BLINDS, PARTITIONING AND DRAINS	
Clean inner faces of glass	**Weekly**
Clean blinds (to be steam cleaned without being removed)	**Quarterly**

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL, FUMIGATION AND DECONTAMINATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE RICHARDS BAY SHARED SERVICE CENTRE, KZN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

F. KITCHEN	
Kitchen and pause area floor, cupboards must be cleaned with water and + 70% alcohol based disinfectant SABS/ SANS approved soap and detergents.	**Daily**
Supply and install paper towel dispensers in 2 x kitchens	**Once off/ When required**
Wash bins with + 70% alcohol based disinfectant SABS/ SANS approved soap and detergents and line them with plastic	**Daily / When required**
Replenish paper towel	**Daily/ when required**
Clean and refill urns and water dispensers	**Daily**
Microwave ovens must be cleaned with water and + 70% alcohol based disinfectant SABS/ SANS approved soap and detergents	**Daily**
Fridges must be defrosted and washed with water and +/- 70% alcohol based disinfectant SABS/ SANS approved soap and detergents	**Monthly**
Cutlery and crockery used during the meeting must be cleaned	**Daily or when required**
G. RUBBISH/ PAPER WASTE BINS	
Separate paper waste from general waste and use designated /labeled bins.0 Wash the waste bins and the refuse area	**Daily** **Weekly**
H. COVID 19 WASTE BIN	
Supply two (2) foot pedal COVID 19 waste bin (PPE bin), ten (10L) capacity placed on the entrance, the waste must have self-closing tight Lid.	**Once off**
Replace clear plastic bags Provide 8 hazardous waste plastic per month	**Weekly**
Provide constant removal of disposal items in line with Health Care waste protocols and clean and sterilize bins.	**Weekly**

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TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL, FUMIGATION AND DECONTAMINATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE RICHARDS BAY SHARED SERVICE CENTRE, KZN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

I. SANITARY DISPOSAL BINS- NONE	
J. SEAT WIPES	
Supply seat wipes for toilet seat cleaner must be SABS/ SANS approved and must contain bactericides and disinfectants - It must be non-ammoniated and non-harsh to the skin - 4 x 50 per pack toilet seat wipes per month must be supplied to the Office.	**4 x 50 per pack toilet seat wipes per month**
K. TOILET PAPER HOLDERS AND ROLLS – NOT APPLICABLE	
L. HAND WASH LIQUID SOAP AND SANITISER DISPENSER	
Supply and installation of 4 wall mounted hand foam soap automatic dispenser.	**04 Units (once off)**
Supply and installation of 4 wall mounted sanitizer dispenser 1 x sanitizer dispenser in Reception entrance (1) 1 x sanitizer dispenser in Registry entrance (1) 2 x sanitizer dispenser in Photocopier area (2)	**04 Units (once off)**
Hand wash/ sanitizer liquid or foam must be replenished	**Weekly/When required**
Hand wash soap/ sanitizer must be drip free and not harsh/ irritable to the skin non-ammoniated. Preferable foam soap/ sanitizer, SABS/SANS approved.	**Always**
Dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault	**When required**
Sanitiser liquid must be refilled (+70% alcohol) SABS/SANS supply 20X750ml per month (alcohol based)	**Weekly/ when required**
M. HAND PAPER TOWEL AND DISPENSER	
Supply and installation of hand paper towel dispenser in both kitchens and both entrances	**4 Units once off**
Replenish with good quality SABS approved paper towels (04 rolls) per month.	**Daily/When required**
Paper towel dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	**When required**

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N. AUTOMATIC AIR FRESHNER	
Supply and installation of air freshener dispensers in the right wing (2) and left wing (03) total 5.	**5 Units Once off**
Air freshener must be refilled and must spray at intervals of 15 minutes (10 x 75ml per month.)	**Always**
Automatic air freshener dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	**Always/ when required**
O. FUMIGATION & PEST CONTROL	
Provide full complement of pest control for inside and outside, fumigation, gel, sprays and tablets to eradicate rodents, cockroaches, fish moths, ants and bees. **Service provider to submit Material Safety Data sheet for the Chemicals to be used before the contract starts.**	**Quarterly basis (Maximum four times a year)**
P. CARPET AND BLINDS CLEANING	
Provide full complement of carpet deep cleaning within office environment.	**Quarterly basis (Maximum four times a year)**
Q. DECONTAMINATION SERVICES / SANITISING	
Provide full complement of decontamination in all offices, boardrooms, passages and verandas **NB: To be included in the total contract amount but will only be payable if or when the service is conducted**	**3 x annually (9 times in 3 years)**

NB:

- **Swabs to be used must be colour coded for each function to be done**
- **All dispenser unit batteries must be of high quality & durability and should be inspected regularly**

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The appointed Service Provider will be responsible for the provision of the following:

1. All the required cleaning materials and equipment to meet the above prescribed cleaning activities. All equipment and cleaning material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.
2. Service provider must ensure that all cleaning equipment/s are functional for the duration of the contract. These equipment/s will be tested upon arrival
3. Service provider must provide the department with material datasheet which will be verified by OHS
4. Each cleaner must be provided with two caution sign boards to ensure awareness on both oncoming traffic when performing duties on floors.
5. The Service Provider to comply with the Occupational Health and Safety Act which requires that the employer have duties concerning the provision and use of personal protective equipment (PPE) at work. Protective Personal Equipment will protect the user against health and safety risks at work, for the safety of persons in connection with use of plant and machinery, protection of person's hazards to health and safety arising out of or in connection with activities of persons at work.
6. The Service Provider must provide in terms of uniform / personal protective equipment (PPE) i.e. safety footwear, masks, gloves, eye protection, high-visibility clothing, safety harnesses and respiratory protective equipment (RPE).
7. The Service Provider must have own First Aider available on-site with their own First Aid Box.
8. The Service Provider must note that there will be need for staff to perform quarterly deep cleaning on weekends.
9. Upon termination of the contract the Service Provider must remove such equipment from the premises without causing any damages to the property. The service provider will be held liable for any damages and payment may be withheld.

N.B.: Bidders must indicate cleaners' wages in the pricing schedule (SBD 3.3). The wages of the cleaners should not be less than the minimum wage rates as prescribed by the Department of Labour Sectoral determination 1: Contract

cleaning sector, South Africa. Only the wage increment adjustments will be accepted based on a sectoral wage determination formula

5. MANDATORY REQUIREMENTS

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

a. A Valid tax Clearance Certificate/ Tax compliance pin issued by the South African Revenue Services (SARS), where consortium/ joint ventures are involved each party to the association must submit a separate valid original Tax Clearance Certificate. (**TCC or PIN letter from SARS)**

b. A company resolution authorizing a person to sign the bid documents.

c. A valid letter for tender purposes **or** letter of good standing for Compensation for Occupational Injuries Disease Act (COIDA) 1993. (Cleaning as the nature of business)

d. Public Liability Insurance (Proof of quotation obtainable from any insurance companies or any other relevant proof). Minimum amount of R500 000.000

e. Valid letter for tender purposes **or** certificate of compliance for Unemployment Insurance Fund obtainable from the Department of Labor. Not application of registration.

f. Bidders must indicate cleaners' wages in the pricing schedule (SBD 3.3). The wages of the cleaners must not be less than the minimum wage rates and Basic Condition of Employment as prescribed by the Department of Labour. Only the wage adjustments will be accepted based on a Sectoral wage determination formula.

g. Attendance of the compulsory site inspection / briefing session is compulsory. Details will be provided with the invitation for quotation request to be sent.

h. Registration with the bargaining council for cleaning and hygiene services (Attach proof / certificate)

i. Medical / COVID-19 and Sanitary waste: The bidder must submit a valid certificate as a proof of registration or licence issued to the bidder by the National Department of Environment, Forestry and Fisheries in terms of Section 49 (1) of the National Environmental Management Work (Act 59/2008) for disposal of sanitary bin content/waste, signed quotation for all items. If the bidder is not accredited to provide this service (sanitary waste disposal) the bidder must outsource the service and provide signed quotation from an entity registered with the National Department of Environmental, Forestry and Fisheries (The letter of intent will not be accepted). The company's valid tax certificate/ tax compliant pin certificate must be included.

j. The appointed bidder will be required to provide Pest control and Fumigation service, as per the schedule. If the bidder is not registered to provide the service, the service should be outsourced to an accredited and registered Pest Control operator. The bidder must submit a signed quotation from the sourced compliant service provider for this bid or a valid copy of the registration certificate containing a P-number as a Pest Control Operator (PCO) for structural or fumigation as issued by the Department of Agriculture, Land Reform and Rural Development. Should you have any pest control operator database queries, contact the technical advisor: RupertH@dalrrd.gov.za (012 319 7187). The certificate must indicate a P-number for compliance.

6. EVALUATION CRITERIA

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

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

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

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

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

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL, FUMIGATION AND DECONTAMINATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE RICHARDS BAY SHARED SERVICE CENTRE, KZN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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	Company experience: experience of the company in a cleaning and hygiene industry (Reference letter from client-company that the company is managing or has previously managed must be attached) **NB: Proof should include value and duration of projects.**	25
	Supervisor to be utilized in the execution of the contract please attach personnel CVs entailing skills, experience in cleaning and hygiene.	15
	Supervisor's cleaning, hygiene and first aid certificates and training.	10
	Training and skills development plan (Please attach a detailed plan/ programme that the personnel will receive prior commencement of work and for the duration of the contract)	15

	Bidder's Protective clothing and SHEQ (Safety Health Equipment) in line with the Occupational Health Safety Act (attach uniform pictures with Company Logo and other related protective clothing) and COVID 19 Personal Protective Equipment requirement	15
2. METHODOLOGY	• Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times about solving problems which may arise during the execution of the contract i.e. contingency plan and COVID 19 Plan	20
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		**100**

NB: THE EVALUATION SCORING WILL BE DONE INLINE WITH THE EVALUATION GUIDELINE

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Firms experience in cleaning and/or hygiene	Less than 12 months of experience	1-2 years of experience	Combined projects 2-3 years of experience with	Combined projects 3-4 years of experience	Combined projects More than 4 years of experience
Supervisor's experience in cleaning and hygiene.	Supervisors with less than 1-year experience in cleaning and hygiene	Supervisors with 1-2 years' experience in cleaning and hygiene	Supervisors with over 2-3 years' experience in cleaning and hygiene	Supervisors with over 3-4 years' experience in cleaning and hygiene	Supervisors with over 4 years' experience in cleaning and hygiene
Supervisor's cleaning, hygiene and first aid certificates	Supervisor with no certificates	Supervisor with cleaning certificate only	Supervisor with cleaning certificate and Level 1 First Aid certificate	Supervisor with cleaning certificate with Level 2 First Aid certificate	Supervisor with cleaning certificate and Level 3 First Aid certificate
Training and skills development plan for all employees.	No plan at all or irrelevant	Training and skills development plan covering: -OHS/SHE or First Aid -Cleaning Certificate or training proof	Training and skills development plan covering all the below: -First aid and -OHS /SHE -Cleaning Certificate or training proof - Level 1 First Aid Certificate	Training and skills plan covering all areas under rate-3 and Chemical Hazardous Training and / or housekeeping -Cleaning Certificate or training proof kills - Level 2 First Aid Certificate	Training and skills programmed covering all items on rating 4 including the following: -Interpersonal skills, and or - communication skills. -Cleaning Certificate or training proof - Level 3 First Aid Certificate

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Bidder's Protective clothing and SHE (Safety Health Equipment's)	No uniform pictures at all or, inadequate uniform or inappropriate pictures	Bidders providing pictures of all the below: -Uniform; -Safety boots; -Safety gloves	Bidders providing pictures of all the below: -Uniform; -Safety boots; -Safety gloves; -Protective masks -Cautionary boards	-Uniform with Company Logo -Cleaning and Hygiene equipment and chemicals/products additional to items under rating 3	First aid kit (attach pictures of contents) additional to items under rating 4
Methodology	No information or irrelevant	Information covering only the scope of work	Work schedule attached in line with scope of work.	Flexibility plan in relation to both cleaning and hygiene included additional to items under rating 3	Contingency plan attached additional to items under rating 4

NB: The following scoring criterion will be used during evaluation of proposals.
BID SCORING AND EVALUATION CRITERIA

Bidders who 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).

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

Bids that achieve the minimum qualifying score for functionality of **60** points out of 100 points will be evaluated further in accordance with the 80/20 preference points system.

Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

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Calculating of points for B-BBEE status level of contribution

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

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

Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by accredited Verification Agencies by SANAS together with their bids, to substantiate their B-BBEE claims. The Exempted Micro Enterprise/QSE must submit a BBBEE affidavit

Bidders who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE.

7. TERMS AND CONDITIONS OF THE PROPOSAL

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

b. Appointed service provider must ensure compliance to wage labour rates as per the department of labour 's regulation.

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

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d. In cases where company, partnerships of close corporation commences business for the first time or either do not have capital; the following must be furnished:

i. Full particulars of a registered, reputable financial institute/company that will assist with the commencement of project e.g. buying material and equipment.

ii. 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 workers. Supervisor must ensure that cleaning materials are always available and that it should be replaced as required.

iii. The Service Provider must arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/letter of intent/Quotation. 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.

iv. All Acts and Regulations relating to cleaning services must be adhered to by the Service Provider. All equipment and cleaning material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.

e. The Department reserves the right to conduct tests and analysis on the cleaning detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.

f. No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.

g. Proof of quotations or any other documents 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.

h. In a case where a bidder does not have registered employees under his/her entity a letter to tender must be attached to avoid disqualification (obtainable from Department of Labour), however proof of registration **must** be submitted by the successful bidder within a 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.

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i. 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.
j. Should the service provider not comply with any of the conditions contained in terms of reference during the contract period the DALRRD may cancel the contract within one-month notice.
k. The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
l. Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
m. Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
n. Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.
o. In case where the Department decides to move to another office or close some of the offices, information will be communicated prior and the Service Provider will need to make provision.
p. All cleaning equipment and detergents should be provided by the bidder.

8. **The Department of Agriculture, land Reform and Rural Development shall:**
   a. Conduct business in a courteous and professional manner with the Service Provider.
   b. Not accept responsibility/liable of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
   c. Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
   d. The DALRRD will enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification and Terms and Conditions will also form part of the service level agreement.

9. **SERVICE LEVEL AGREEMENT**
   a. The Department of Agriculture, Land Reform and Rural Development and Service Provider will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will amongst others include the following:
   - Period of Agreement;
   - Project objectives and scope;
   - Staffing;
   - Maintenance plan;

- Method of Communication;
- Reporting relationship;
- Deliverables and terms of deliverables;
- Uncompleted work;
- Disputes; and financial penalties and termination of contract.

b. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department;

c. No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the Department, except where duly authorized to do so in writing by the Department;

d. Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department;

e. The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of the Department;

f. The department reserves the right to terminate the contract if there is clear evidence of non-performance; and

g. Note that the department reserves the right to award the bid to more than one service provider.

10. PUBLICATION

- Media- newspapers / Departmental Website /E Portal- National Treasury
- Twenty-One Days (21 days)

11. BRIEFING SESSION

11.1 There will be a compulsory site briefing/ site inspection, on 31 October 2022 at 11:00 am and attendance thereof is compulsory.

12. ENQUIRIES:

Query	Name	Contact Details
Technical	BONGI MSWELI	035-7891035 Bongi.Msweli@dalrrd.gov.za
SCM	BONGANI MAGUDULELA	033- 264 9500 bongani.magudulela@dalrrd.gov.za

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13. APPROVAL

Terms of Reference have been approved as follows:

_____

Ms B.C. Msweli
BSEC: Member
DATE:

Supported/ Not Supported

_____

Mr F.P. Nzuza
BSEC: Member
Date:

Supported/ Not Supported

_____

Mr. Y. Gounder
BSEC: Member
Date

Supported/ Not Supported

_____

MR K. Bailey
BSEC: Member
Date

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL, FUMIGATION AND DECONTAMINATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE RICHARDS BAY SHARED SERVICE CENTRE, KZN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

Supported/ Not Supported

Ms G. Nsibande
BSEC member
Date:

Approved/ Not Approved

Mr T. Maphalala
BSEC : Chairperson
Date:

14. ENDORSEMENT

Terms of Reference have been endorsed as follows:
ENDORSED / NOT ENDORSED

_____

MS P MULLER
DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT
DATE:

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder[2]): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7	Are you or any person connected with the bidder presently employed by the state?	**YES / NO**
2.7.1	If so, furnish the following particulars:	
	Name of person / director / trustee / shareholder/ member:	
	Name of state institution at which you or the person connected to the bidder is employed :	
	Position occupied in the state institution:	
	Any other particulars:	
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	**YES / NO**
2.7.2.1	If yes, did you attached proof of such authority to the bid document?	**YES / NO**
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	**YES / NO**
2.8.1	If so, furnish particulars:	
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	**YES / NO**

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

May 2011

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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ...80/20..... preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor.....
iii) The B-BBEE status level of the sub-contractor.....
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

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Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. ..... 2.	..... SIGNATURE(S) OF BIDDERS(S) DATE: ..... ADDRESS ....

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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	**Date**
.....	.....
Position	**Name of Bidder**

Js365bW

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] **Includes price quotations, advertised competitive bids, limited bids and proposals.**

[2] **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

SO

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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] **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.**

10. 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.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

Js914w 2

SB

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

SUPPLIER MAINTENANCE

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

BAS ☐ **LOGIS** ☐

Office

The Director General: Department of Agriculture, 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 Detail	
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

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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 or provides an electronic bank stamp/letter attached to the entity maintenance form they confirm that all the information completed by the entity is correct.	**Bank stamp** It is hereby confirmed that this 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 Agriculture, Land Reform and Rural Development Office where form is submitted from*:

SS

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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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

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

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

34.3 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.