



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

The Environment House, 473 Steve Biko Road, Cnr Soutpansberg and Steve Biko Road, Pretoria

ERRATUM NO 1

BID NO: DFFE-T096 (22-23)

BID DESCRIPTION: THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE PEST CONTROL SERVICES AT REGIONAL OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Kindly note there was an error on the **SBD 1** with the closing date. It has been amended to **27 January 2023**.

Sincerely,

A handwritten signature in black ink, appearing to be 'W. M. M.', written over a circular stamp.

.....
Director: Acquisition & Contract Management

DATE: 2022/12/15



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID **BID NUMBER: DFFE-T096(22/23)**

THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE PEST CONTROL SERVICES AT REGIONAL OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Contact persons:

Name : Ms Dimakatso Zamisa
Office Telephone No. : 067 417 3916
E-Mail : dzamisa@dffe.gov.za

Name : Mr Zachariah Mokganye
Office Telephone No. : 067 417 3751
E-Mail : Zmokganye@dffe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Company name	Supplier registration number	Unique reference number	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

CLOSING DATE OF THE BID: 27 JANUARY 2023 AT 11H00AM

NON-COMPULSARY BRIEFING: 18 JANUARY 2023 AT 10H00AM

MS TEAMS LINK: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzJiYjE1ZjktZWl2ZC00YWVjLThkYTQtZjBjZjViMDg5Mzk3%40thread.v2/0?context=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%22be376b86-35d7-4cb7-92a2-ce42059c736f%22%7d

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE- T096 (22/23)	CLOSING DATE:	27 JANUARY 2023	CLOSING TIME:	11:00AM
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE PEST CONTROL SERVICES AT REGIONAL OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry, Fisheries and the Environment ; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM PRCTITIONER		CONTACT PERSON	Ms Dimakatso Zamisa / Zachariah Mokganye	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	067 417 3916 /067 417 3751	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@dfpe.gov.za		E-MAIL ADDRESS	dzamisa@dfpe.gov.za Zmokganye@dfpe.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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:
CLOSING TIME 11h00AM

BID NO: DFEE-T096 (22/23)
CLOSING DATE: 27 JANUARY 2023

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

DESCRIPTION: THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE PEST CONTROL SERVICES AT REGIONAL OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

**(ALL APPLICABLE TAXES INCLUDED)

- 1. The accompanying information must be used for the formulation of proposals.
- 2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
- 3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE DAILY RATE

-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

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

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

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

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

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Name of Bidder:

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

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

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

Contact Person: SCM PRACTITIONER

Tel: (012) 399 9670/9671/9055

E-mail: Tenders@dffe.gov.za

Or for technical information –

Name : Ms Dimakatso Zamisa

Office Telephone No. : 067 417 3916

E-Mail : dzamisa@dffe.gov.za

Name : Mr Zachariah Mokganye

Office Telephone No. : 067 417 3751

E-Mail : Zmokganye@dffe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....



**forestry, fisheries
& the environment**

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (ACT NO. 53 OF 2003) (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

TERMS OF REFERENCE

FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE PEST CONTROL SERVICES AT REGIONAL OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

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1. PURPOSE

- 1.1. To appoint service provider(s) to provide integrated pest control management services to the Department of Forestry, Fisheries and the Environment (DFFE) for the duration of thirty-six (36) months.

2. INTRODUCTION AND BACKGROUND

- 2.1 The Department of Forestry, Fisheries and the Environment (DFFE) currently does not have a service provider that renders integrated pest control management services at regional offices.
- 2.2 It is imperative for DFFE to procure integrated pest control management services from reputable service provider(s) in terms of the Occupational Health and Safety Act, Act No.85 of 1993 (as amended).
- 2.3 In terms of the Occupational Health and Safety Act, Act No. 85 of 1993 (as amended), the employer must provide a healthy and safe work environment for its employees.

3. OBJECTIVES

- 3.1 The objective of the project is to outsource integrated pest control management services to provide pest control management services with the requisite experience, skills and competencies to the Department of Forestry, Fisheries and the Environment (DFFE) regional offices.
- 3.2 The bidder must submit one (1) bid document. However, the proposed key personnel for each Province should be clearly indicated, and Annexure A - Pricing schedule must be fully completed for each of the provinces tendered for.

NO	PROVINCES	BIDDERS PARTICIPATING	
		YES	NO
1	KwaZulu-Natal		
2	Limpopo		
3	Northwest		
4	Mpumalanga		
5	Northern Cape		
6	Eastern Cape		
7	Free State		
8	Western Cape		

- 3.3 The service provider(s) will be expected to bid for an area where they will have competency to deliver the assignment, as the final award will be made per province. Therefore, it is necessary for the bidder/s to note the services required from each office as listed on the below table and on the **Scope and Extent of Work**, which is on paragraph 4 below.

Table 1: Office and Provinces in need of pest control management services

NO	PROVINCE	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS
1	Northern Cape	Namakwa District	A3 Hopely Centre, NRM c /n Hoff Van Riebeek & Van Der Stel Street, Springbok	313.70m ²
2	Northern Cape	Mgcawu Municipality	60 Mark Street, Assuranje, Building, Upington	75,5m ²
3	Northern Cape	Mgcawu Municipality	26 Olien Street, Louisvale road, Upington 2 Separate Office same plot	486m ²
4	Western Cape	City of Cape Town	Foretrust building, Martin Hammerschlag Street, Foreshore, Cape Town	24 087m ²
5	Western Cape	City of Cape Town	Paarden Island, Eiland Centre (storage)	9 431 m ²
6	Western Cape	City of Cape Town	Paarden Island, Coastal Structures 39 Neptune Street, Cape Town	1 040.21m ²
7	Western Cape	City of Cape Town	Aquarium 306 Beach Road, Sea Point West	4 266m ²
8	Western Cape	Brede River Valley	Kluitieskraal, Wolseley	121 m ²
9	Western Cape	City of Cape Town	31 Beach Road, Hout Bay	350m ²
10	Western Cape	City of Cape Town	26 Harbour Road, Hout Bay Harbour (Opposite Snoekies)	350m ²
11	Western Cape	City of Cape Town	2 Lighthouse Road Kommetjie, 7976	165m ²
12	Western Cape	City of Cape Town	Complex: Kalk Bay Harbour, Main Road, Kalk Bay	213m ²
13	Western Cape	City of Cape Town	Gordon's Bay Harbour, Beach Road, Gordon's Bay	168.24m ²
14	Western Cape	West Coast District	Harbour Office Kus Weg No 7, Doring Bay, 8151	180m ²
15	Western Cape	Cederberg District	Harbour Office Lambert's Bay Harbour, 8130	77.28m ²
16	Western Cape	Cederberg District	Harbour Road, Elands Bay, 8110	180m ²
17	Western Cape	Saldana Bay	Complex: St Helena Bay Harbour/ compliance & SED (4 offices in space)	493.8m ²
18	Western Cape	West Coast District	Erf 486 De Villiers Street Harbour Area, Laaipek, 7465	130m ²
19	Western Cape	West Coast District	Plot 115, Beach Road, Jacobs Bay	250m ²

NO	PROVINCE	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS
20	Western Cape	West Coast District	Remainder of Erf 3693, Main Street & President Street, Saldanha Bay	250m ²
21	Western Cape	West Coast District	Harbour Road, Saldanha Bay	250m ²
22	Western Cape	West Coast District	61 Van Riebeeck Street Saldanha Bay	250m ²
23	Western Cape	Yzerfontein	Erf 560 (SANParks) Yzerfontein Harbour Yzerfontein, 7345	70m ²
24	Western Cape	Overberg Region	43 Main Road Kleinmond, 7195	154m ²
25	Western Cape	Overstrand Municipality	New Harbour Office 248 Still Street, Hermanus	320m ²
26	Western Cape	Overberg District	32 Harbour Road, Gans Bay	100m ²
27	Western Cape	Cape Agulhas	1394 North Beach Road, Struis Bay	175m ²
28	Western Cape	Cape Agulhas	Arniston Harbour, 173Kusweg, Marcusbaai, Arniston, 7280	220m ²
29	Western Cape	Hessequa Municipality	657 Main Road West, Still Bay West	75m ²
30	Western Cape	Mosselbay Municipality	Corner of 82 Marsh and Church Street Shoprite Building Mosselbay	150m ²
31	Western Cape	Knysna Municipality	Denmar Centre 2nd floor Main Road, Knysna	767.10m ²
32	Eastern Cape	Kouga Municipality	Nautilus Building, 1 st floor 29 Da Gama Road, Jeffreys Bay, 6330	193.71m ²
33	Eastern Cape	Barkly West	Harbour Office Small Boat Harbour 34 Campbell Street 6170	150m ²
34	Eastern Cape	Nelson Mandela Bay	Harbour Office 21 Stanley Street Centra Port Elizabeth 6000	589m ²
35	Eastern Cape	Buffalo City	Harbour Office Latimers landing East London Harbour East London 6170	255m ²
36	Eastern Cape	Buffalo City	9 St Peters Road, East London	571m ²
37	Eastern Cape	OR Tambo District	Erf 433, 79 Bridge Street Port St Johns 5120	216.90m ²
38	Eastern Cape	Eastern Cape	Erf 5000, Independence Avenue	2 200m ²
39	Eastern Cape	Port Shepton	Erf 147 Ramsey Avenue	111.90m ²

NO	PROVINCE	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS
40	North-West	Naledi Local Municipality	95 Vry Street Vryburg	87,31m ²
41	North-West	Mafikeng Local Municipality	57 Molopo Street, Mafikeng	220m ²
42	North-West	Mafikeng	No 15 First Street	162m ²
43	North-West	Brits	38 Tom Street Primindia Building	614.93m ²
44	KZN	Greater Kokstad Municipality	86 Main Road, Kokstad	480m ²
45	KZN	Msunduzi Municipality	Old Mutual square, 185/189, Long Market Street	1 285m ²
46	KZN	eThekwini Municipality	Field Street, 85 on field 10 th floor	157m ²
47	Free State	Motheo District Municipality	3 rd Floor, Allied House Bloemfontein Cnr Maitland & West Burger Street	337.31m ²
48	Free State	Charlotte Maxeke	49 Charlotte Maxeke Street Fedsure Building	391.54 m ²
49	Limpopo	Makhado Municipality	110 Munnik Street, Makhado	466.45m ²
50	Limpopo	Makhado Municipality	103 Magistrate Building, Landros, Makhado	552.58m ²
51	Limpopo	Modimolle	35 Tamsan Street	123,50m ²
52	Limpopo	Polokwane	15 Landross Mare Street	181,82m ²
53	Mpumalanga	Nelspruit	31 Brown Street Standard Banj Building	500m ²

4. SCOPE AND EXTENT OF WORK

- 4.1 Quarterly Pest Control by applying insecticides, these will eliminate insects such as ants, mosquitoes, cockroaches, flying insects, etc.
- 4.2 Placement and monthly servicing of bait station/ fly catchers, flying insect, etc. These will be used to eradicate the problems of pests such as rats, mice, ants and snakes.
- 4.3 Quarterly fogging services, which will kill insects and involves the use of fine pesticides spray (aerosol) which is directed by a blower.
- 4.4 Ad-hoc services, that may include, but is not limited to catching of snakes, removal of bees, wasps, bats, and other insects which may cause harm to employees / clients. Some of these insects/ pests may need to be relocated.
- 4.5 **Working Hours**
 - 4.5.1 The service provider shall provide the required pest control in the building as required in Table 1.
 - 4.5.2 General Pest Control Management Services (Excluding Weekends and Public Holidays).
 - 4.5.3 Monday to Friday - 07h00 to 16h00 (Including Breaks - Morning Tea and Lunch).
 - 4.5.4 A site supervisor must be allocated to monitor the project and sign off the register on site on a monthly basis.
- 4.6 **Uniforms and Personal Protective Equipment**
 - 4.6.1 All service provider(s) staff must wear protective uniforms, headgear (including goggles, visors and masks) and fully covered shoes and/or boots and gloves (appropriate to their tasks and functions) whilst on duty. The service provider shall supply all uniforms, which shall be of good quality and in a style approved by DFFE.
 - 4.6.2 All uniforms must bear the name and logo of the service provider. Uniforms are to be worn at all times, without any exception. The service provider shall ensure that all its personnel employed in rendering of the service are always whilst on duty, neatly dressed, presentable and hygienic. The service provider shall provide uniforms annually.
 - 4.6.3 The service provider(s) must ensure that all work performed, all vehicles, plant and equipment brought onto or used on site, complies with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as well as the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993).

5. EXPECTED DELIVERABLES / OUTCOMES

5.1 EXPECTED DELIVERABLES

DESCRIPTION:
a) The successful service provider shall furnish all supervision, labour, materials, and necessary equipment necessary to accomplish the monitoring, trapping, pesticide application, and pest removal components of the IPM program.
b) The service provider shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.
PESTS INCLUDED:
c) The service provider shall adequately suppress the following pests:
<ul style="list-style-type: none">▪ Indoor populations of rodents, ants, cockroaches, dust, paper mites and spider webs, bats etc.▪ Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite swarmer's emerging indoors, bees, wasps, snakes, etc.
INITIAL BUILDING INSPECTIONS:
d) The service provider shall complete a thorough, initial inspection of each building or site at least ten (10) working days prior to the starting date of the contract.
e) The purpose of the initial inspections is for the service provider to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations.
f) Access to building space shall be coordinated with the Facilities Management Representative.
g) The Facilities Management Representative (FM) will inform the service provider of any restrictions or areas requiring special scheduling.
PESTS VULNERABLE AREAS:
h) The following areas in all building must be treated: <ul style="list-style-type: none">▪ DB boards, Electrical Skirting's (Prior arrangements to be made with FM allowing a minimum of seven (7) days lead time).▪ Entrances / foyers, toilets, kitchens and pause areas;▪ Filling and store rooms;▪ Passages;▪ All offices and common areas; and▪ Basements
PEST CONTROL PLAN:

DESCRIPTION:
i) The service provider shall submit to the FM representative (or requesting office) a Pest Control Plan at least five (05) working days prior to the starting date of the contract.
j) Upon receipt of the Pest Control Plan, the FM Representative will render a decision regarding its acceptability within two (2) working days.
k) If aspects of the Pest Control Plan are incomplete or disapproved, the service provider shall have two (02) working days to submit revisions.
l) The service provider shall be on-site to perform the initial service visit for each building within the first five (05) working days of the commencement of the contract.
<i>The Pest Control Plan shall consist of five (5) parts as follows:</i>
Proposed Materials and Equipment for service:
The service provider shall provide current labels and Material Safety Data Sheets for all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service.
Proposed Methods for Monitoring and Detection:
The service provider shall describe methods and procedures to be used for identifying sites of pest harbourage and access, and for making objective assessments of pest population levels throughout the term of the contract.
Service Schedule for each building or site:
The service provider shall provide complete service schedules that include monthly frequency of service provider visits, specific day(s) of the week of service provider visits, and approximate duration of each visit.
Description of any structural or operational changes that would facilitate the pest control effort:
The service provider shall describe site-specific solutions for observed sources of pest food, water, harbourage, and access.
Qualified Pest Control Officers – per province
The service provider shall provide photocopies of qualifications and registrations of their pest control officers with the Department of Agriculture for every service provider employee who will be performing on-site service under this contract.
The service provider shall be responsible for carrying out work according to the approved Pest Control Plan.

DESCRIPTION:
The service provider shall receive the concurrence of the FM Representative prior to implementing any subsequent changes to the approved Pest Control Plan, including additional or replacement pesticides and on-site service personnel.
RECORD KEEPING:
The service provider shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract.
These records shall be kept on-site and maintained on each visit by the service provider.
<i>Each logbook or file shall contain at least the following items:</i>
a) Pest Control Plan:
A copy of the service provider's approved Pest Control Plan, including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the service provider's service schedule for the building.
b) Pest Control Work and Inspection Report or an equivalent:
These forms will be used to advise the service provider of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building or site, the service provider's employee performing the service shall complete, sign, and date the inspection report, and return it to the logbook or file on the same or succeeding day of the services rendered.
MANNER AND TIME TO CONDUCT SERVICE
Time frame of service visits:
The service provider shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings.
When it is necessary to perform work outside of the regularly scheduled service time set forth in the Pest Control Plan, the service provider shall notify the FM Representative at least one (1) day in advance.
The service visits must be schedule at the following times:
<ul style="list-style-type: none"> ▪ Office Hours : Service visits to start at 16:00 and ▪ Weekends : Service visits to start at 08:00
OCCUPATIONAL HEALTH AND SAFETY:
The service provider shall observe all safety precautions throughout the performance of this contract
All work shall be in strict accordance with all applicable Occupational Safety and Health Regulations.

DESCRIPTION:
The Service Provider shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.
Special Entrance:
Certain areas within some buildings may require special instructions for persons entering them.
The service provider shall adhere to these restrictions and incorporate them into the Pest Control Plan.
The bidder must pay the levy fees to airports as part of this submission. DFFE will pay the levies.
Uniforms and Protective Clothing:
All service provider personnel working in or around buildings specified in this contract shall wear distinctive uniform clothing.
The service provider shall determine the need for and provide any personal protective items required for the safe performance of work.
Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Health and Safety Regulations standards for the products being used.
SPECIAL REQUESTS AND EMERGENCY SERVICE:
On occasion, the FM Representative may request that the service provider perform corrective, special, or emergency service(s) that are beyond routine service requests.
The service provider shall respond to these exceptional circumstances and complete the necessary work within three (03) hours after receipt of the request.
SERVICE PROVIDER PERSONNEL:
Throughout the term of this contract, all service provider personnel providing on-site pest control service must adhere to all regulations prescribed by the Department of Agriculture, specifically Act 36 of 1947 related to Pest Control.
Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under this contract.
The service provider should be able to confirm the following:
Their pest control officers are certified and registered with the Department of Agriculture.
USE OF PESTICIDES:
The service provider shall be responsible for application of pesticides according to the label.
All pesticides used by the service provider must be registered with the Department of Agriculture as stipulated by Act No. 36 of 1947.

DESCRIPTION:
Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable local laws and regulations.
Approved Products:
The service provider shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the FM Representative.
<i>Note: Should a bidder offer any alternative product to the above specified products, a full description (product data sheet), and the reasons for recommending the alternative product as well as the environmental impact of the product is to be supplied as an Annexure to the original bid.</i>
Pesticide Storage:
The service provider shall not store any pesticide product in the buildings specified in this contract.
Application by need:
Pesticide application shall be according to need and not by schedule.
As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area.
Written approval must be granted by the pest control person prior to any preventive pesticide application;
Minimization of Risk:
When pesticide use is necessary, the service provider shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.
INSECT CONTROL:
Emphasis on Non-Pesticide methods:
The service provider shall use non-pesticide methods of control wherever possible. For example: Portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.
Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.
Application of insecticides to cracks and services:
As a general rule, the service provider shall apply all insecticides as "Crack and Service" treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.
Application of insecticides to exposed surfaces or as space sprays:

DESCRIPTION:
Application of insecticides to exposed surfaces or as space sprays ("fogging") shall be restricted to exceptional circumstances where no alternative measures are practical.
The service provider shall obtain approval of the pest control officer prior to any application of insecticide to an exposed surface or any space spray treatment.
No surface application or space spray shall be made while tenant personnel are present.
The service provider shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
Insecticide Bait Formulations:
Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
Monitoring:
Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.
RODENT CONTROL:
Indoor Trapping:
As a general rule, rodent control inside buildings shall be accomplished with trapping devices only.
All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine Pest Control Management Services and other operations.
Trapping devices shall be checked on a schedule approved by the pest control officer.
The service provider shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
Use of Rodenticides:
In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Service Provider shall obtain approval of the pest control officer prior to making any interior rodenticide treatment.
All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.
Use of Bait Boxes:
All bait boxes shall be maintained with an emphasis on the safety of non-target organisms.
<i>The service provider shall adhere to the following five (5) points:</i>

DESCRIPTION:
1) All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
2) The lids of all bait boxes shall be securely locked or fastened shut.
3) All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
4) Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
5) All bait boxes shall be labelled on the inside with the Service Provider's business name and address and dated by the Service Provider's technician at the time of installation and each servicing.
STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS:
Throughout the term of this contract, the service provider shall be responsible for advising the FM Representative about any structural, sanitary, or procedural modifications that would reduce pest food, water, harbourage, or access.
The service provider shall be responsible for adequately suppressing all pests included in this contract, whether or not the suggested modifications are implemented.
The service provider will not be held responsible for carrying out structural modifications as part of the pest control effort.
However, minor applications of caulk and other sealing materials by the service provider to eliminate pest harbourage or access may be approved by the FM Representative on a case-by-case basis.
The service provider shall obtain the approval of the pest control officer prior to any application of sealing material or other structural modification.
PROGRAM EVALUATION:
Procurement and the FM Representative will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes as necessary.
The service provider shall take prompt action to correct all identified deficiencies.
QUALITY CONTROL PROGRAM:
The service provider shall establish a complete quality control program to assure the requirements of the contract are provided as specified.
Within five (05) working days prior to the starting date of the contract, the service provider shall submit a copy of his program to the FM Representative.

DESCRIPTION:
<i>The program shall include at least the following items:</i>
a) Inspection System:
The service provider's quality control inspection system shall cover all the services stated in this contract.
The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the pest control officer identifies the deficiencies.
b) Checklist:
A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections.
The checklist shall include every building or site serviced by the service provider as well as every task required to be performed.
c) Quality File:
A quality control file shall contain a record of all inspections conducted by the service provider and any corrective actions taken.
The file shall be maintained throughout the term of the contract and made available to the FM Representative upon request.
d) Inspector/s:
The service provider shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1 The project must be completed within thirty-six (36) months after the signing of the SLA by both parties. Regular performance appraisals to monitor the identified Key Performance Indicators shall form part of the SLA.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1 A Comprehensive fixed costing must be provided on pricing schedule (SBD 3.3 and Annexure A price schedule guidance). Service provider(s) must quote for all offices allocated per province.

- 7.1.1 The award will be per province and the bidders can bid for one or more depending on the capability of each bidder.

- 7.1.2 Detailed breakdown of all costs associated with the service must be provided and this includes chemicals, equipment, uniform for staff and wage rates per province (where applicable).
- 7.1.3 It is the requirement of this tender that the tender price is based on a fixed price for the duration of thirty-six (36) months. It is an express requirement of this invitation to tender that the service provider(s) provide some transparency in respect to their pricing approach, which will also include annual price escalation. There must be no hidden costs and all bidders must explicitly confirm on the actual submission that the price will be fixed for the duration of thirty-six (36) months.
- 7.1.4 Should there be a need for the price to be amended to accommodate any escalations related to membership and prescribed sector wages, bidders must then communicate to the Department and submit valid proof of participation. All product escalations to be linked to the normal CPIX escalation rate.
- 7.1.5 The price must be fully inclusive based on the scope of services including personnel, equipment, consumables for the tendered per province.
- 7.2 The Department of Forestry, Fisheries and the Environment (DFFE) reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder(s) who have not been recommended.
- 7.3 The service provider may use the following table as a guide and must indicate rates in line with the provision of deliverables as indicated in **ANNEXURE A and SBD 3.3**.
- 7.4 Price will be valid for 120 days.

8. INFORMATION SESSION

8.1 A None **compulsory** project briefing session will be held to give clarity to the interested bidders to clarify the scope and extent of the work. The bidders will have the opportunity to ask questions where needed.

8.2 The Information Session will be held as follows:

Date: 18 January 2023

Time: 10H00am

Venue: MS teams

MSTeamslink:https://teams.microsoft.com//meetup-join/19%3ameeting_YzJiYjE1ZjktZWl2ZC00YWVjLTkYtQtZjBjZjViMDg5Mzk3%40thread.v2/0?content=%7b%22Tid%22%3a%224ce253e7-3961-428c-ab62-1f96cf3a9fd9%22%2c%22Oid%22%3a%22be376b86-35d7-4cb7-92a2-ce42059c736f%22%7d

9. EVALUATION CRITERIA

9.1 The evaluation for this bid will be carried out in five (5) phases:

- a) Phase 1: Pre-compliance
- b) Phase 2: Pre-qualification requirements
- c) Phase 3: Mandatory requirements
- d) Phase 4: Functional Evaluation Criteria
- e) Phase 5: Price and BBBEE

9.2 PHASE 1: PRE-COMPLIANCE

9.2.1 During this phase bid documents will be reviewed to determine the compliance with SCM returnable documents, tax matters and whether proof of registration on Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will not be evaluated further.

9.2.2 The bid proposal will be screened for compliance with administrative requirements as indicated below:

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Disk (USB)	Same as the Master Bid Document
Included in the Bid Document		
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	SBD 3.3 and Annexure A Pricing Schedule	Fully Completed
5	SCM - SBD 4 – Bidders Disclosure	Completed and signed
6	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

9.3 PHASE 2: PRE-QUALIFICATION REQUIREMENTS

9.3.1 The following pre-qualification requirements will apply, and tenderers must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase bidders' response will be evaluated based on the documents submitted under pre-qualification requirements.

9.3.2 Tenderers who fail to comply with the pre-qualification requirements will be disqualified and will not be evaluated further on local production and content.

ITEM NO.	PRE-QUALIFICATION REQUIREMENTS	NON-COMPLIANCE SHALL RESULT IN DISQUALIFICATION?
1	The bidder must be an EME/QSE	YES

9.3.3 The above pre-qualification criteria will apply and all bids that do not meet pre-qualification requirements will be disqualified and not be evaluated further. Service provider(s) are required to submit the following documents to substantiate their BBBEE Status Level:

- A B-BBEE Status Level Verification Certificate issued by SANAS Accredited Agencies.
OR
- A CIPC B-BBEE certificate OR
- A Sworn Affidavit signed by the EME representative and attested by the commissioner of oaths.

9.3.4 The sworn affidavit must indicate the commissioner's stamp, if signed by SAPS must indicate the force number of the commissioner, if signed by an auditor/ accountant it must reflect the practice number of the commissioner.

9.4 PHASE 3: MANDATORY REQUIREMENTS

9.4.1 The following mandatory requirements will apply and all bidders that fail to meet the mandatory requirements will be disqualified and will not be evaluated further on functionality criteria

Table 2: Mandatory certificates to be attached, must be completed by bidder by answering yes or no and attach proof

Requirement	Comply: Yes or No	Evidence attached
1. Bidders must provide a valid Pest control certificate of registration from the National Department of Agriculture for accredited personnel that will be performing the services as per the tender.		
2. Provide a Material Safety Data Sheet (MSDS) for product to be used in DFFE properties		

9.5 PHASE 4: FUNCTIONAL EVALUATION CRITERIA

9.5.1 Only bid proposals that meets the pre-compliance, pre-qualification, and mandatory requirements will be evaluated on functionality criteria.

9.5.2 The bidder must score a minimum of 75%, during phase 4 (functionality/ technical) of the evaluation to qualify for Phase 5 of the evaluation where only price and BBBEE will be considered.

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		WEIGHT
Bidders are required to provide a detailed project plan with intermediate, final outputs, identified timeframes/ milestones of proposed methodology and management of project in line with installation of bait station and documentation of the reports and contingency plan in case were there will be a stolen or broken equipment and shortage on consumables	Bidders are required to provide a detailed project plan with intermediate, final outputs, identified timeframes/ milestones of proposed methodology and management of project in line with installation of bait station and documentation of the reports and contingency plan in case were there will be a stolen or broken equipment and shortage on consumables		30
	Proposed Methodology		
	Project plan, methodology and pest control management	Indicator	
	Project plan and methodology action well broken down; with detailed objectives and milestones	5	
	Project plan and methodology, action identification basic; clear objectives and clear milestones.	4	
	Action plan provided with no deliverables and timeframes.	3	
	Limited information provided on the action plan	2	
	Task not well understood.	1	
	No information provided	0	
Reference letters for current or successfully completed	Provision of signed positive testimonial letters from existing or previous clients.		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		WEIGHT
	<p>The signed letters must include a brief description of the services that was provided, contact details, contract period (start and end date) and phone number of the representative of the client having knowledge of the bidder's work, and the contract value for the services. The letter must further confirm if the project was delivered on time and satisfactorily</p>	Indicator	20
	Five or more positive testimonial letters	5	
	Four positive testimonial letters	4	
	Three positive testimonial letters	3	
	Two positive testimonial letters	2	
	One positive testimonial letter	1	
	No letter	0	
Experience of the integrated pest control management.	<p>The letter must confirm the awarded bid with a brief description of each contract, the time period services (contract start and end date) were performed, contact name, address and phone number of the representative of the client having knowledge of the bidder's work, and the contract value for the services.</p>		20
	Company experience in Pest Control Management Services	Indicator	
	5 Years' or more experience	5	
	4 Years' and less than 5 years' experience	4	
	3 Years' and less than 4 years' experience	3	
	2 Years' and less than 3 years' experience	2	
	1 Year and less than 2 years' experience	1	
Less than 1 year experience	0		
Experience of the Key staff (Supervisor) to be assigned to the contract –	<p>Profiles/ CVs & Certified Copy of Pest Control certificate issued by National Department of Agriculture of staff to be assigned to the contract with experience in managing contracts related to Pest Control Management Services.</p>		30
	This criterion covers the experience of the proposed Supervisor	Indicator	
	5 Years' or more experience	5	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		WEIGHT
	4 Years' and less than 5 years' experience	4	
	3 Years' and less than 4 years' experience	3	
	2 Years' and less than 3 years' experience	2	
	1 Year and less than 2 years' experience	1	
	Less than 1 year experience	0	
TOTAL POINTS ON FUNCTIONALITY			100

9.6 PHASE 5: PRICE AND B-BBEE

9.6.1 Bid will be awarded to a bidder with the highest points on price and B-BBEE on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. The bidder will be allocated 80% of the price and 20% on B-BBEE.

9.6.2 The Department reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.

9.6.3 Preference point system applicable for this bid is:

80:20	YES
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9.6.4 Subject to sub-regulation 6(2), points will be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

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

9.6.5 The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub regulation 6(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) respectively.

9.6.6 Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.

9.6.7 A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act.

10. BID SUBMISSION REQUIREMENTS

10.1 Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

10.1.1 The service provider must draft a table of contents which will indicate where each document is in the proposal.

- 10.1.2 The proposal shall consist of two parts, namely the technical bid and the pricing bid.
- 10.1.3 Project reference specifying the role played by the service provider(s) in the listed projects or assignments, project value and the duration of the project (start and end date).
- 10.1.4 A detailed project plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
- 10.1.5 Standard bidding documents (SBD1, 3.3, 4 and 6.1), completed and signed.
- 10.1.6 Tax compliance status requirements and/ or Central Supplier Database (CSD) number or report.
- 10.1.7 Certified copies of identity documents of directors and shareholders of the company.
- 10.1.8 Entity registration Certificate (CK1).
- 10.1.9 Certificate of registration for Compensation for Occupational Injuries and Diseases Act (COIDA) or A letter from Department of Labor confirming that the prospective bidder currently has no employees during the financial year under review. The letter must not be older than ninety (90) days after the closing date of the bid.
- 10.1.10 Proof of registration with National Contract Cleaner Association (NCCA) or Bargaining Council for Contract Pest Control Management Services Industry (BCCCI) or other that is Gazetted.

11. LEGISLATIVE FRAMEWORK OF THE BID

11.1 Tax Legislation

- 11.1.1 Bidder must at all times attempt to be compliant when submitting proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 11.1.2 Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R500 000 has been exceeded in the past 12-month period.
- 11.1.3 Bidders who meet the above requirement must register as VAT vendors, if successful, within month of award of the bid.
- 11.1.4 SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

11.2 Procurement Legislation

- 11.2.1 Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
 - 11.2.2 Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioner by Commissioner of Oaths together with their bids
 - 11.2.3 If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 11.3 Privacy and Protection of Personal Information Act 4 of 2013
- 11.3.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
 - 11.3.2 DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective services providers and third parties.
 - 11.3.3 DFFE will process personal information only with the knowledge and authorisation of the bidder/ respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exception contained in the POPIA.
 - 11.3.4 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
 - 11.3.5 In responding to this bid, DFFE acknowledges that it will obtain and have access to personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/ respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

12. SPECIAL CONDITIONS OF CONTRACT

- 12.1 On appointment, the performance measures for the delivery of the (Pest Control Management Services) will be closely monitored by DFFE.
- 12.2 The service provider(s) will submit monthly and quarterly progress reports to the Project Manager, within four (04) days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties. (Be specific in terms of hard copy and the frequency required),

- 12.3 The service provider(s) to quote per office as the assessment will be conducted per office.
- 12.4 The project manager shall do the ongoing performance management of the Service level agreement.
- 12.5 The service provider(s) shall provide relief-staff, in the event of labour unrest, seasonal workload peaks or to replace staff on training, leave or sick leave provided that DFFE's representative is given reasonable notice and details of this. The service provider will bear all costs related to the provision of relief staff.
- 12.6 DFFE will conduct an induction to the service provider(s) on the located offices.
- 12.7 The service provider(s) are also to provide intensive training to all the staff appointed to ensure conformity with DFFE requirements. Records of such training must be submitted to DFFE offices on an annual basis. The Service Provider shall ensure that the absence from operational duty of staff attending a training course does not affect the satisfactory provision of the specified services and shall provide relief staff to cover the affected areas.
- 12.8 Tenderers must be registered with the Unemployment Insurance Fund and the Workmen's Compensation Fund. Tenders must also comply with all applicable wage order / sector determination and/or agreement, in terms of the Labour Relations Act No 66 of 1995 (as amended) and or the Basic Conditions of Employment Act No 3 of 1983 (as amended). Proof must be submitted.
- 12.9 It is expected that the bidder shall pay his/her employees at least the minimum monthly basic wage in terms of the contract sectoral determination promulgated under section 51 of the Basic Conditions of the Employment Act, No 75 of 1997.
- 12.10 Complaints register, in which complaints in respect of the service have been recorded, will be made available at an agreed point or points per building. The supervisor must check the entries in the book(s) on a daily basis to ascertain what complaints have been made and to ensure that these receive attention within 24 hours at the most. Complaints must be resolved within 48 hours. All complaints must be registered in writing with the DFFE Representative.
- 12.11 Should any of its staff members be found to be pilfering (stealing, misuse of DFFE facilities etc.), the resultant cost shall be recoverable from the service provider.
- 12.1. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 12.12 The project manager shall do the ongoing management of the Service Level Agreement (SLA).
- 12.13 The service provider must guarantee the presence of the team leader in charge of programme throughout the duration of the contract.
- 12.14 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.

- 12.15 The service provider shall notify the Department in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 12.16 In case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract shall only enter sub-contracting arrangements with the approval of the Department.
- 12.17 Letter of Authority to sign documents on behalf of the company.
- 12.18 The proposals should be submitted with all required information containing technical information.
- 12.19 Bidders failing to meet pre-qualification and/or mandatory requirements will automatically be disqualified.
- 12.20 Service providers are requested to submit any of the following documents as proof of B-BBEE Status level of contributor:
- a. B-BBEE statuslevel Certificate issued by a Verification Agency accredited by SANAS;
 - b. A sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice; and
 - c. B-BBEE certificate issued by the Companies and Intellectual Property Commission.
 - d. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
 - e. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
 - f. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
 - g. In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 12.21 Poor or non-performance by the bidder will result in cancellation of works orders.
- 12.22 The Department reserves the right to proportionately reduce the time period/ scope of work for Pest Control Management Services at each area or location when so required due to any other developments including but not limited to office relocation or closure. The tendered amounts will then also be adjusted using the original time period in this document as a basis for negotiations.
- 12.23 The Department reserves the right to proportionately reduce the time period/ scope of work for Pest Control Management Services at each area or location when so required due to any other developments including but not limited to office relocation or closure. The tendered amounts will then also be adjusted using the original time period in this document as a basis for negotiations.

- 12.24 Facilities management requires right to increase or decrease so that in future this contract can run concurrently for the buildings which already have contracts and for those which will be merged.
- 12.25 The service provider should ensure Registration for Compensation for Occupational Injuries and Diseases Act (COIDA).

13. SUB-CONTRACTING CONDITIONS/REQUIREMENTS

- 13.1 In case a tenderer a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract shall only enter into sub-contracting arrangements with the approval of the Department.
- 13.2 In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 13.3 A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 13.4 The contractor is not allowed to sub-contract more than 25% of the contract value after award to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

14. PAYMENT TERMS

- 14.1 DFFE undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/ work not submitted by the service provider/s until that outstanding information is submitted.

15. TECHNICAL ENQUIRIES

- 15.1 Should you require any further information in this regard, please do not hesitate to contact:

Name: Ms Dimakatso Zamisa / Zachariah Mokganye

Office Tele No. 067 417 3916/ 067 417 3751

E-Mail: dzamisa@dfpe.gov.za or Zmokganye@dfpe.gov.za

16. ANNEXURE A: PRICING SCHEDULE PER PROVINCE

16.1. PROJECT COST FOR NORTHERN CAPE

NO	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS	QUARTERLY PEST CONTROL PER M²	TOTAL COST FOR PEST CONTROL (A)	MONTHLY INSPECTION AND SERVICING OF PEST CONTROL EQUIPMENT AND MANAGEMENT FEES (B)	MONTHS	TOTAL PROJECT COST EXCLUDING VAT (A+B)
1	Namakwa District	A3 Hopely Centre, NRM c /n Hoff Van Riebeek & Van Der Stel Street, Springbok	313.70m ²	R	R	R	36 months	R
2	Mgcawu Municipality	60 Mark Street, Assuranje, Building, Upington	75,5m ²	R	R	R	36 months	R
3	Mgcawu Municipality	26 Olien Street, Louisvale road, Upington	486m ²	R	R	R	36 months	R
		2 Separate Office same plot						
SUBTOTAL – NORTHERN CAPE								R
VAT @ 15%								R
TOTAL PROJECT COST INCLUSIVE OF VAT – NORTHERN CAPE								R

16.2. PROJECT COST FOR WESTERN CAPE

NO	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS	QUARTERLY PEST CONTROL PER M ²	TOTAL COST FOR PEST CONTROL (A)	MONTHLY INSPECTION AND SERVICING OF PEST CONTROL EQUIPMENT AND MANAGEMENT FEES (B)	MONTHS	TOTAL PROJECT COST EXCLUDING VAT (A+B)
1	City of Cape Town	Foretrust building, Martin Hammerschlag Street, Foreshore, Cape Town	24 087m ²	R	R	R	36 months	R
2	City of Cape Town	Paarden Island, Eiland Centre (storage)	9 431 m ²	R	R	R	36 months	R
3	City of Cape Town	Paarden Island, Coastal Structures 39 Neptune Street, Cape Town	1 040.21m ²	R	R	R	36 months	R
4	City of Cape Town	Aquarium 306 Beach Road, Sea Point West	4 266m ²	R	R	R	36 months	R
5	Brede River Valley	Kluitieskraal, Wolseley	121 m ²	R	R	R	36 months	R
6	City of Cape Town	31 Beach Road, Hout Bay	350m ²	R	R	R	36 months	R
7	City of Cape Town	26 Harbour Road, Hout Bay Harbour (Opposite Snoekies)	350m ²	R	R	R	36 months	R
8	City of Cape Town	2 Lighthouse Road Kommetjie, 7976	165m ²	R	R	R	36 months	R
9	City of Cape Town	Complex: Kalk Bay Harbour, Main Road, Kalk Bay	213m ²	R	R	R	36 months	R
10	City of Cape Town	Gordon's Bay Harbour, Beach Road, Gordon's Bay	168.24m ²	R	R	R	36 months	R

NO	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS	QUARTERLY PEST CONTROL PER M ²	TOTAL COST FOR PEST CONTROL (A)	MONTHLY INSPECTION AND SERVICING OF PEST CONTROL EQUIPMENT AND MANAGEMENT FEES (B)	MONTHS	TOTAL PROJECT COST EXCLUDING VAT (A+B)
11	West Coast District	Harbour Office Kus Weg No 7, Doring Bay, 8151	180m ²	R	R	R	36 months	R
12	Cederberg District	Harbour Office Lambert's Bay Harbour, 8130	77.28m ²	R	R	R	36 months	R
13	Cederberg District	Harbour Road, Elands Bay, 8110	180m ²	R	R	R	36 months	R
14	Saldana Bay	Complex: St Helena Bay Harbour/ compliance & SED (4 offices in space)	493.8m ²	R	R	R	36 months	R
15	West Coast District	Erf 486 De Villiers Street Harbour Area, Laaipele, 7465	130m ²	R	R	R	36 months	R
16	West Coast District	Plot 115, Beach Road, Jacobs Bay	250m ²	R	R	R	36 months	R
17	West Coast District	Remainder of Erf 3693, Main Street & President Street, Saldanha Bay	250m ²	R	R	R	36 months	R
18	West Coast District	Harbour Road, Saldanha Bay	250m ²	R	R	R	36 months	R
19	West Coast District	61 Van Riebeeck Street Saldanha Bay	250m ²	R	R	R	36 months	R
20	Yzerfontein	Erf 560 (SANParks) Yzerfontein Harbour Yzerfontein, 7345	70m ²	R	R	R	36 months	R
21	Overberg Region	43 Main Road Kleinmond, 7195	154m ²	R	R	R	36 months	R

NO	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS	QUARTERLY PEST CONTROL PER M ²	TOTAL COST FOR PEST CONTROL (A)	MONTHLY INSPECTION AND SERVICING OF PEST CONTROL EQUIPMENT AND MANAGEMENT FEES (B)	MONTHS	TOTAL PROJECT COST EXCLUDING VAT (A+B)
22	Overstrand Municipality	New Harbour Office 248 Still Street, Hermanus	320m ²	R	R	R	36 months	R
23	Overberg District	32 Harbour Road, Gans Bay	100m ²	R	R	R	36 months	R
24	Cape Agulhas	1394 North Beach Road, Struis Bay	175m ²	R	R	R	36 months	R
25	Cape Agulhas	Arniston Harbour, 173Kusweg, Marcusbaai, Arniston, 7280	220m ²	R	R	R	36 months	R
26	Hessequa Municipality	657 Main Road West, Still Bay West	75m ²	R	R	R	36 months	R
27	Mosselbay Municipality	Corner of 82 Marsh and Church Street Shoprite Building Mosselbay	150m ²	R	R	R	36 months	R
28	Knysna Municipality	Denmar Centre 2nd floor Main Road, Knysna	767.10m ²	R	R	R	36 months	R
SUBTOTAL – WESTERN CAPE								R
VAT @ 15%								R
TOTAL PROJECT COST INCLUSIVE OF VAT – WESTERN CAPE								R

16.3. PROJECT COST FOR EASTERN CAPE

NO	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS	QUARTERLY PEST CONTROL PER M ²	TOTAL COST FOR PEST CONTROL (A)	MONTHLY INSPECTION AND SERVICING OF PEST CONTROL EQUIPMENT AND MANAGEMENT FEES (B)	MONTHS	TOTAL PROJECT COST EXCLUDING VAT (A+B)
1	Kouga Municipality	Nautilus Building, 1 st floor 29 Da Gama Road, Jeffreys Bay, 6330	193.71m ²	R	R	R	36 months	R
2	Barkly West	Harbour Office Small Boat Harbour 34 Campbell Street 6170	150m ²	R	R	R	36 months	R
3	Nelson Mandela Bay	Harbour Office 21 Stanley Street Centra Port Elizabeth 6000	589m ²	R	R	R	36 months	R
4	Buffalo City	Harbour Office Latimers landing East London Harbour East London 6170	255m ²	R	R	R	36 months	R
5	Buffalo City	9 St Peters Road, East London	571m ²	R	R	R	36 months	R
6	OR Tambo District	Erf 433, 79 Bridge Street Port St Johns 5120	216.90m ²	R	R	R	36 months	R
8	Eastern Cape	Erf 5000, Independence Avenue	2 200m ²	R	R	R	36 months	R
9	Port Shepton	Erf 147 Ramsey Avenue	111.90m ²	R	R	R	36 months	R
SUBTOTAL – EASTERN CAPE								R
VAT @ 15%								R
TOTAL PROJECT COST INCLUSIVE OF VAT – EASTERN CAPE								R

16.4. PROJECT COST FOR NORTHWEST

NO	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS	QUARTERLY PEST CONTROL PER M²	TOTAL COST FOR PEST CONTROL (A)	MONTHLY INSPECTION AND SERVICING OF PEST CONTROL EQUIPMENT AND MANAGEMENT FEES (B)	MONTHS	TOTAL PROJECT COST EXCLUDING VAT (A+B)
1	Naledi Municipality Local	95 Vry Street Vryburg	87,31m ²	R	R	R	36 months	R
2	Mafikeng Municipality Local	57 Molopo Street, Mafikeng	220m ²	R	R	R	36 months	R
3	Mafikeng	No 15 First Street	162m ²	R	R	R	36 months	R
4	Brits	38 Tom Street Primindia Building	614.93m ²	R	R	R	36 months	R
SUBTOTAL – NORTHWEST								R
VAT @ 15%								R
TOTAL PROJECT COST INCLUSIVE OF VAT - NORTHWEST								R

16.5. PROJECT COST FOR KWAZULU NATAL

NO	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS	QUARTERLY PEST CONTROL PER M²	TOTAL COST FOR PEST CONTROL (A)	MONTHLY INSPECTION AND SERVICING OF PEST CONTROL EQUIPMENT AND MANAGEMENT FEES (B)	MONTHS	TOTAL PROJECT COST EXCLUDING VAT (A+B)
1	Greater Kokstad Municipality	86 Main Road, Kokstad	480m ²	R	R	R	36 months	R
2	Msunduzi Municipality	Old Mutual square, 185/189, Long Market Street	1 285m ²	R	R	R	36 months	R
3	eThekwini Municipality	Field Street, 85 on field 10 th floor	157m ²	R	R	R	36 months	R
SUBTOTAL – KWAZULU NATAL								R
VAT @ 15%								R
TOTAL PROJECT COST INCLUSIVE OF VAT KWAZULU NATAL								R

16.6. PROJECT COST FOR FREE STATE

NO	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS	QUARTERLY PEST CONTROL PER M²	TOTAL COST FOR PEST CONTROL (A)	MONTHLY INSPECTION AND SERVICING OF PEST CONTROL EQUIPMENT AND MANAGEMENT FEES (B)	MONTHS	TOTAL PROJECT COST EXCLUDING VAT (A+B)
1	Motheo District Municipality	3 rd Floor, Allied House Bloemfontein Cnr Maitland & West Burger Street	337.31m ²	R	R	R	36 months	R
2	Charlotte Maxeke	49 Charlotte Maxeke Street Fedsure Building	391.54 m ²	R	R	R	36 months	R
SUBTOTAL – FREE STATE								R
VAT @ 15%								R
TOTAL PROJECT COST INCLUSIVE OF VAT – FREE STATE								R

16.7. PROJECT COST FOR LIMPOPO

NO	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS	QUARTERLY PEST CONTROL PER M²	TOTAL COST FOR PEST CONTROL (A)	MONTHLY INSPECTION AND SERVICING OF PEST CONTROL EQUIPMENT AND MANAGEMENT FEES (B)	MONTHS	TOTAL PROJECT COST EXCLUDING VAT (A+B)
1	Makhado Municipality	110 Munnik Street, Makhado	466.45m ²	R	R	R	36 months	R
2	Makhado Municipality	103 Magistrate Building, Landros, Makhado	552.58m ²	R	R	R	36 months	R
3	Modimolle	35 Tamsan Street	123,50m ²	R	R	R	36 months	R
4	Polokwane	15 Landross Mare Street	181,82m ²	R	R	R	36 months	R
SUBTOTAL – LIMPOPO								R
VAT @ 15%								R
TOTAL PROJECT COST INCLUSIVE OF VAT - LIMPOPO								R

16.8. PROJECT COST FOR MPUMALANGA

NO	DISTRICT/ MUNICIPALITY	ADDRESS	OFFICE SQUARE METERS	QUARTERLY PEST CONTROL PER M²	TOTAL COST FOR PEST CONTROL (A)	MONTHLY INSPECTION AND SERVICING OF PEST CONTROL EQUIPMENT AND MANAGEMENT FEES (B)	MONTHS	TOTAL PROJECT COST EXCLUDING VAT (A+B)
1	Nelspruit	31 Brown Street Standard Banj Building	500m ²	R	R	R	36 months	R
SUBTOTAL - MPUMALANGA								R
VAT @ 15%								R
TOTAL PROJECT COST INCLUSIVE OF VAT - MPUMALANGA								R

In addition to the above bidders must provide detailed cost breakdown per selected area.

In addition to the detailed pricing per Province as indicated above, bidders are required to ensure that they provide the total pricing per province, and this should be informed by the detailed amounts provided on the above table:

PROVINCES	MONTHLY COST	QUARTERLY COST	YEAR 1 (12 MONTHS AND 4 QUARTERLY COST	YEAR 1 (12 MONTHS AND 4 QUARTERLY COST	YEAR 1 (12 MONTHS AND 4 QUARTERLY COST	TOTAL PROJECT COST INCLUDING ESCALATIONS
KwaZulu-Natal	R		R		R	R
Limpopo	R		R		R	R
North West	R		R		R	R
Northern Cape	R		R		R	R
Mpumalanga	R		R		R	R
Eastern Cape	R		R		R	R
Free State	R		R		R	R
Western Cape	R		R		R	R

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 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.



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

Date Received _____
 Safetynet Capture _____
 Safetynet Verified: _____
 BAS/LOGIS Capt _____
 BAS/LOGIS Auth _____
 Supplier No. _____

The Director General

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 no 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 validate as per required bank screens .

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

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

Company / Personal Details

Registered Name	
Trading Name	
Tax Number	
VAT Number	
Title:	
Initials:	
Full Names	
Surname	
Persal Number	

Address Detail

	Physical	Postal
Address <small>(Compulsory if Supplier)</small>		
Postal Code	[][][][]	[][][][]

New Detail

New Supplier information
 Update Supplier information

Supplier Type:
 Individual
 Department
 Partnership
 Company
 Trust
 CC
 Other (Specify)

Department Number

Supplier Account Details (To be Verified by the bank)

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

Account Name

Account Number

Branch Name

Branch Number

Bank screen info

ABSA-CIF screen
FNB-Hogans system on the CIS4/CUPR
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Account Type Cheque Account
 Savings Account
 Transmission Account
 Bond Account
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number / /

*CC Registration

Bank Stamp

***Please include CC/CK where applicable**

Supplier Contact Details

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

/ /

Date (dd/mm/yyyy)

NB: All relevant fields must be completed